Tom
Newcome III

East Oaks PUD Project

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AND
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR EAST OAKS PROJECT

SELLED 528049.19
February 11, 1999

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CITY OF NORTH OAKS

PLANNED UNIT DEVELOPMENT AGREEMENT

FOR

EAST OAKS PROJECT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT ("Planned Development Agreement"), is made and entered into and effective on this 11th day of February, 1999 ("Effective Date"), by and between the City of North Oaks, a Minnesota municipal corporation, hereinafter referred to as the "City," and North Oaks Company, LLC, a Minnesota limited liability company, hereinafter referred to as the "Developer." In consideration of the representations, warranties and covenants of the parties herein contained, the City and the Developer hereby agree as follows:

ARTICLE 1
FINDINGS AND COVENANTS

1. The Developer has applied to the City for planned unit development approval of the Subject Property in accord with the East Oaks Project Master Development Plan for the East Oaks PUD Project.

2. The Developer has applied to the City for a zoning designation of Planned Unit Development (PUD) and applicability of the PUD Ordinance to the Subject Property.

3. The City has determined that the Developer's East Oaks Project Master Development Plan is consistent with the City's Comprehensive Plan.

4. The City requires the Developer to provide various streets, utilities, trails, ponds, private open space, open space easements and other facilities as a consideration to granting the foregoing approvals.

5. By way of proposed open space easements to the North Oaks Home Owners' Association (NOHOA) and the City, conservation easements to the Minnesota Land Trust, and trail easements to the NOHOA, the Developer proposes to protect and preserve approximately 885 acres within the Subject Property from urban development and to create an interconnected system of trails available to members of the NOHOA, all of whom own lots within the City.

6. The actions of the Developer described in Finding and Covenant No. 5 and elsewhere in this Agreement have been proposed by the Developer, are of substantial benefit to the residents of the City, and are determined by the City to function as the practical and functional equivalent of open space creation contemplated in Minnesota Statutes, Section 462.358, subd. 2(b), and the Subdivision Ordinance, Section 1.3.

7. Under authority granted to it, including Minnesota Statutes, Chapters 412 and 462, the Council has approved the East Oaks Project Master Development Plan for the Subject Property and has rezoned the Subject Property to Planned Unit Development.

8. The City and the Developer agree that this Planned Development Agreement addresses the development parameters of the East Oaks Project Master Development Plan and the zoning designation under the PUD Ordinance for the Subject Property and further defines the obligations of the Developer within the boundaries of the Subject Property.

9. The City has prepared an Environmental Assessment Worksheet for the East Oaks PUD Project and has adopted a negative declaration pursuant to Minnesota Rules, Section 4410.1700, Subp. 3.

10. The Developer holds a fee ownership interest in all of the Subject Property.

11. The Developer agrees that Development of the Subject Property is subject to the regulatory controls, restrictions, and obligations that are imposed by this Planned Development Agreement.

12. The Developer and the City agree that the Subject Property will be developed and used as the East Oaks PUD Project in accordance with the PUD Controls.

13. The Subject Property consists of approximately 1,650 acres. The Subject Property will be developed in Development Sites and each Development Site shall be developed in accord with the PUD Controls.

14. The first Development Site of the East Oaks PUD Project to be developed shall be subdivided by Registered Land Survey into lots pursuant to Concept Plan, Preliminary Plan, and Final Plan. After the first Development Site, the remainder of the Subject Property will be later submitted in Development Sites for Concept Plan, Preliminary Plan, and Final Plan approval. Because the East Oaks PUD Project is being developed in phases, the Concept Plan, Preliminary Plan, and Final Plan for any particular Development Site, portion of a Development Site, or combination of Development Sites will also be done in phases. When Development Sites or portions or combination of Development Sites are ready for development, consideration will be given to the Concept Plan, Preliminary Plan, and Final Plan for those particular Development Sites or portions thereof. Nothing contained in this Planned Development Agreement is deemed Final Plan approval for any of the Development Sites at this time. Notwithstanding that Preliminary Plan and Final Plan approval must be obtained for each Development Site, the parties understand and agree that by this Planned Development Agreement, the City is granting a Planned Unit Development District zoning designation pursuant to the PUD Ordinance for the Development Sites and an Open Space District zoning description for the Protected Land and is approving the East Oaks Project Master Development Plan. The parties acknowledge and agree that the East Oaks Project Master Development Plan will have to be supplemented and refined for Development Site Development and Preliminary Plan and Final Plan approval will have to be obtained from the City before any Development can occur on a particular Development Site. The parties understand, agree, and intend that the Concept Plan, Preliminary Plan, and Final Plan for each Development Site shall be controlled

by the East Oaks Project Master Development Plan pursuant to this Planned Development Agreement.

15. The Developer agrees to comply with the PUD Controls and consensual amendments thereto. Subject to such compliance by the Developer, the City shall permit phased Development of the Development Sites within the Subject Property in accord with the PUD Controls, and consensual amendments thereto.

ARTICLE 2
PUD ZONING, OPEN SPACE ZONING AND SHORELAND VARIANCES

2.1 PUD ORDINANCE - FINDINGS AND COVENANTS. The Council finds that the Protected Land is rezoned to Open Space and the Development Sites are rezoned to Planned Unit Development District under the Zoning Ordinance, and grants a conditional use permit under the Shoreland Ordinance and certain variances to allow Development of the Development Sites consistent with the Development Guidelines. The Council finds that granting and approving such rezoning, conditional use permit and the variances described in the Development Guidelines is consistent with the City's Comprehensive Plan and accomplishes the following:

(a) Provides the means for greater creativity and flexibility and environmental design than is provided for under the strict application of the existing zoning code while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the City and its inhabitants;

(b) Functions as a catalyst in assisting resolution of preexisting water table, wetlands, woodlands, open space, and storm water drainage issues, as well as promotes the maintenance and development of biodiversity within the Subject Property;

(c) Provides for a creative and efficient approach to the use of the Subject Property;

(d) Provides for the preservation and enhancement of desirable land characteristics and open space; and

(e) Provides for an integrated development pattern and a harmony with the land use, density, environmental protection, shoreland and wetlands protection, transportation facilities and community objectives of the City's Comprehensive Plan.

2.2 DEVELOPMENT AND LAND USE. No Development or use shall be made of the Subject Property or any portion thereof unless such Development or use is consistent with the PUD Controls and consensual amendments thereto. Except as provided in Section 5.2 hereof or unless the Council by separate action approves otherwise, no Development or use shall occur on any Development Site, until the Preliminary Plan and Final Plan for that Development Site have been

approved by the Council. Concept Plan, Preliminary Plan or Final Plan consistent with this Planned Development Agreement shall be approved by the Council.

2.3 DENSITY. The maximum density of each Development Site shall be in accord with the Future Land Use Plan attached hereto as Exhibit B-1 and the Development Guidelines. Development Site Development, overall density, density transfers and use conversion shall be determined solely by reference to this Planned Development Agreement, including the East Oaks Project Master Development Plan, and Table 1 of the Development Guidelines.

2.4 HOME OWNERS' ASSOCIATIONS AND RESTRICTIVE COVENANTS. Prior to the Final Plan approval for any Development Site or combination of Development Sites, the Developer shall submit model deed restrictions, covenants, agreements, and any proposed home owners' association articles of incorporation and bylaws or other documents or contracts controlling the use and maintenance of the land within such Development Site. These documents shall be consistent with the PUD Controls and shall be subject to the review and approval of the City Attorney for their consistency with the PUD Controls. The documents shall provide for: (i) architectural design and exterior materials requirements; (ii) private open space improvement and maintenance; (iii) Essential Improvements operation and maintenance; (iv) any other functions, restrictions and requirements consistent with the PUD Controls deemed advisable by the Developer; and, (v) methods to assess the costs for the foregoing. Residential lot owners within the Development Sites shall become either members of NOHOA or members of an association which is a sub-association of ~~the~~ NOHOA.

ARTICLE 3
EAST OAKS PROJECT MASTER DEVELOPMENT PLAN AND PUD CONTROLS

3.1 APPROVAL OF EAST OAKS PROJECT MASTER DEVELOPMENT PLAN. The City hereby approves the East Oaks Project Master Development Plan pursuant to this Planned Development Agreement.

3.2 DEVELOPMENT CONFORMITY. Development of the Subject Property shall conform to this Planned Development Agreement, including the East Oaks Project Master Development Plan, and the Concept Plan, Preliminary Plan, and Final Plan for each Development Site, unless the City approves otherwise.

3.3 PUD CONTROLS. The Developer agrees to comply with this Planned Development Agreement, including the PUD Controls and consensual amendments thereto. Subject to such compliance by the Developer, the City agrees to allow Development of the Subject Property in accord with the East Oaks Project Master Development Plan, and consensual amendments thereto.

3.4 EAST OAKS PUD DURATION. The East Oaks PUD Project is a planned and staged development pursuant to this Planned Development Agreement as authorized by Minnesota Statutes, Section 462.358, subd. 3(c), and the development rights and obligations addressed in this Planned Development Agreement, including the East Oaks Project Master Development Plan, and the Development Guidelines shall have a duration of thirty (30) years from the Effective Date of this

Planned Development Agreement. Except as provided in Section 19.12, the duration of this Planned Development Agreement shall have no effect whatsoever on the Open Space Easements, Restricted Trail Easement, or Primary Trail Easements in the forms attached hereto as Exhibits E-1, E-2, E-3, F-1, and F-2.

ARTICLE 4

INTENTIONALLY DELETED

ARTICLE 5
RELATIONSHIP OF EAST OAKS PROJECT MASTER DEVELOPMENT PLAN TO CONCEPT PLANS, PRELIMINARY PLANS, AND FINAL PLAN

5.1 DEVELOPMENT SITES. Unless the City approves otherwise, final platting of the Subject Property shall occur in phases within the Development Sites shown on the East Oaks Project Master Development Plan. The procedure and substance, including financial assurance, of approval for each Development Site shall be subject to compliance with this Planned Development Agreement, the Subdivision Ordinance, the Zoning Ordinance, and the Development Contract for the Development Site. The timing of Development of the Development Sites shall be responsive to market conditions. Development shall not occur within a Development Site unless the City determines that necessary Essential Improvements are available to serve the Development Site.

5.2 FINAL PLAN. No Development shall occur on any Development Site until the City approves the Preliminary Plan and Final Plan for that Development Site. The following may occur without the Final Plan or Registered Land Survey for a particular Development Site being approved and recorded:

(a) grading, but only if the Council has by separate action approved the grading;

(b) street construction, but only if the Council has by separate action approved, ordered or otherwise required the street construction; and

(c) installation of water and sanitary sewer lines and drainage facilities, if approved, ordered or required by the Council by separate action.

The Developer shall record the Registered Land Survey within sixty (60) days after approval of the same by the City. The Development Contract for each such Development Site shall be executed after Preliminary Plan approval and before Registered Land Survey recording.

5.3 RELATIONSHIP OF EAST OAKS PROJECT MASTER DEVELOPMENT PLAN TO FINAL PLAN. The Final Plan shall conform in material respects to this Planned Development Agreement, the East Oaks Project Master Development Plan and Preliminary Plan for the Development Site, unless otherwise approved by the Council. It is the intent of the City and the

Developer that all PUD Controls other than this Planned Development Agreement shall be consistent with this Planned Development Agreement. If an inconsistency develops by agreement of the City and the Developer, then a consensual amendment to this Planned Development Agreement shall be executed.

5.4 INCONSISTENCY AMONG PUD CONTROLS. To the extent an inconsistency or conflict exists among the PUD Controls after approval of Final Plan by the Council and in the absence of a consensual amendment addressing the inconsistency, the following documents in descending order shall govern:

(a) Final Plan

(b) Preliminary Plan

(c) Concept Plan

(d) Planned Development Agreement

(e) East Oaks Project Master Development Plan

(f) PUD Ordinance

(g) Subdivision Ordinance.

> poof

(h) Comprehensive Plan

concept plan

ARTICLE 6
RELATIONSHIP OF PLANNED DEVELOPMENT AGREEMENT TO SUBJECT PROPERTY

6.1 RELATIONSHIP OF PLANNED DEVELOPMENT AGREEMENT TO SUBJECT PROPERTY. This Planned Development Agreement applies to and runs with the Subject Property. This Planned Development Agreement does not apply to real property outside of the Subject Property.

6.2 CHANGE OF ORDINANCES. The Council finds that the East Oaks PUD Project is a staged and planned development within the meaning of Minn. Stat. § 462.358, subd. 3(c). The Council further finds that the actions of the Developer described in Article 1 hereof, particularly Nos. 5 and 6, are of substantial and enduring benefit to the quality of life and open space needs of the residents of the City. Accordingly, and pursuant to Minn. Stat. § 462.358, subd. 3(c), the City agrees that if the following conditions are being met:

(a) Developer is not in material Default (and the time to cure has expired) under this Planned Development Agreement;

(b) Developer has a fee title interest in the Development Site;

then for thirty (30) years from the Effective Date of this Planned Development Agreement with respect to the Subject Property, except to the extent required by state, county, or federal law, regulation or order, or by order or judgment of a court with jurisdiction over the matter, the City will not without the consent of the Developer for any particular Development Site or the entire East Oaks PUD Project as shown on the East Oaks Project Master Development Plan in which the Developer has such an ownership interest change the City's Comprehensive Plan or "Official Controls", for that Development Site or the entire East Oaks PUD Project in a manner which is inconsistent with the terms of this Planned Development Agreement with respect to the following:

(a) permitted, conditional and accessory uses

(b) Development density

(c) lot size

(d) lot layout, depth, and width

(e) building setbacks and height

(f) street conveyance requirements

(g) Essential Improvements requirements

(h) the terms and conditions of Article 12 hereof.

(i) subdivision (Registered Land Survey) requirements.

The City and the Developer agree, however, that when an occupancy permit has been issued for a building located on a lot within a Development Site shown on the Future Land Use Plan, then the City may amend its Official Controls as to such built-out lot.

Any land within a Development Site used for commercial purposes shall have as permitted uses, whether or not within a shopping center, the uses currently set forth in the Zoning Ordinance, Section 7.10 except as limited in the Development Guidelines, and shall be entitled to the rights set forth in this Section 6.2.

Notwithstanding the restrictions above-stated, the Developer may request a modification to the PUD Controls for a specific Development Site within the East Oaks PUD Project and the City may grant the modification. In addition to the rights of the City set forth in this Section 6.2 as to built-out lots within a Development Site with respect to Comprehensive Plan and Official Control changes, after the last day of the thirtieth year from the Effective Date of this Planned Development Agreement, the City may unilaterally, without the consent of the Developer, modify the City's Comprehensive Plan and Official Controls including PUD Ordinance and Subdivision Ordinance, Zoning Ordinance, and

Shoreland Ordinance provisions with respect to the above matters. Subject to such action by the City, this Planned Development Agreement shall remain in full force and effect.

6.3 DECENNIAL REVIEW. On or within thirty (30) days before or after the tenth anniversary and twentieth anniversary dates of the Effective Date of this Agreement, the City Council and representatives of the Developer shall meet and confer with respect to the current status, as well as past and future functional aspects, of the East Oaks PUD Project. The topics of discussion shall include, without limitation, the following: (1) the functioning of the Protected Land, the Active Private Open Space and Passive Private Open Space, and the Primary and Restricted Trail Easements; (2) the functioning of the Essential Improvements; (3) the application of the PUD Controls to the Development Sites, the Master Development Plan, and the East Oaks PUD Project; (4) the extent to which the East Oaks PUD Project remains consistent with the plans and policies of the City and the Developer; (5) the effects of applicable laws, regulations and directives adopted or promulgated by federal, state, local or other governmental entities; and (6) whether the preceding factors, or any others, provide a basis for consideration of modifications to the East Oaks PUD Project or amendments to this Agreement. The meeting shall be convened after no less than ten (10) days' advance Formal Notice from the City to the Developer.

ARTICLE 7
STREETS

7.1 LOCATION AND CREATION OF STREETS. The Conceptual Street and Access Plan shows the neighborhood streets and other roads within the Subject Property that will serve the East Oaks PUD Project. All such streets and roads shall be common area or easements granted to and benefitting a home owners' or lot owners' association of which the owners shall be members, through the filing of a Declaration after recording of the Registered Land Survey for each Development Site.

7.2 PLANS. Street layout, right-of-way and pavement widths shall conform to the Performance Standards within the Development Guidelines, unless otherwise requested by the Developer and approved by the Council.

7.3 TESTING. Prior to Final Plan approval for any particular Development Site, the Developer shall provide such soil borings, final road designs, typical pavement sections and grading quantities for the roadway serving, abutting or connecting to the Development Site as may be required by the City Engineer.

7.4 GRADING STREETS. The Developer shall initially grade streets, boulevards, and driveways within the Development Site to City approved grades and cross-sections in accordance with the Development Contract for the Development Site.

7.5 STREET SIGNS. The Developer shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs.

7.6 BOULEVARD RESTORATION. With respect to streets within each Development Site, the Developer shall seed, sod, or landscape the boulevards as required by the Development Contract for the Development Site.

7.7 SUBDIVISION MONUMENTS. At the time of Final Plan, the Developer, at its own expense, shall install subdivision monuments as reasonably required by the City Engineer.

7.8 CONSTRUCTION AND FINANCIAL RESPONSIBILITY. The Developer shall, at its expense, commence and complete construction of the streets within the Development Sites by the times set in the Development Contract.

7.9 MAINTENANCE OF STREETS. After completion of construction and final inspection by the City Engineer, the streets, signs, and boulevard shall be maintained by the NOHOA or the Developer or its assignee.

ARTICLE 8
SANITARY SEWER AND WATER

8.1 INSTALLATION OF UTILITIES WITHIN THE DEVELOPMENT SITE. For all Development Sites to be served by community sewer and water systems, the Developer shall be responsible for design and installation and construction of sewer and water trunk and lateral lines and services within each Development Site to serve the Development therein.

8.2 STANDARDS. The sewer and water trunk and lateral and service utilities shall be constructed by the Developer within each Development Site according to the standards in the Subdivision Ordinance and the Development Contract, subject to review and approval of design and construction by the City Engineer.

8.3 TIMING. The utilities shall be completed by the dates established in the Development Contract. The Final Plan for a Development Site shall not be recorded with the County until the City Engineer has approved the Developer's contract for installation of all utilities.

8.4 MAINTENANCE. After completion of construction by the Developer and final inspection by the City Engineer, the Developer or its assignee shall own and have responsibility for maintenance and operation of the sanitary sewer and water systems. The City shall have the right to approve any assignee pursuant to this Section 8.4, but such approval shall not be unreasonably withheld.

8.5 JOINT POWERS. To the extent that another township or municipality has or will have rights to acquire or take actions to assure adequate sewer and water service to lots within the Development Sites, the City shall have the right to exercise such rights if such township or municipality fails to do so and public health, safety, and welfare requires such action.

8.6 CITY RIGHT TO ACQUIRE. Should the City desire to acquire all right, title and interest in and to the sanitary sewer or water facility, the City shall notify the Developer (or any

subsequent transferee of the sanitary sewer or water facility) in writing of such intention, and within ninety (90) days after such notification, the Developer (or such subsequent transferee), in consideration of the payment of One Dollar ($1.00) by the City shall transfer all right, title and interest, free of encumbrances, in and to the sanitary sewer or water facility to the City.

ARTICLE 9
STORM SEWER

9.1 DESIGN AND TIMING. The storm sewer improvements for each Development Site shall be designed and constructed as required by the Development Contract for each Development Site.

9.2 RESPONSIBILITY FOR CONSTRUCTION. The Developer is responsible for construction of the storm sewer improvements. Design and construction shall be reviewed and approved by the City Engineer.

9.3 MAINTENANCE. After completion of construction and final inspection by the City Engineer, the storm sewer system shall be maintained by the Developer or its assignee. The City shall have the right to approve any assignee pursuant to this Section 9.3, but such approval shall not be unreasonably withheld.

9.4 CITY RIGHT TO ACQUIRE. Should the City desire to acquire all right, title and interest in and to the storm sewer facility, the City shall notify the Developer (or any subsequent transferee of the storm sewer facility) in writing of such intention, and within ninety (90) days after such notification, the Developer (or such subsequent transferee), in consideration of the payment of One Dollar ($1.00) by the City shall transfer all right, title and interest, free of encumbrances, in and to the storm sewer facility to the City.

ARTICLE 10
GRADING - DRAINAGE

10.1 DESIGN AND TIMING. The grading improvements for each Development Site shall be designed and constructed to the extent required by the Development Contract for the Development Site.

10.2 RESPONSIBILITY FOR CONSTRUCTION. The Developer shall construct the grading improvements. Design and construction shall be reviewed and approved by the City Engineer.

10.3 PREPARATION OF FINAL PLAN FOR GRADING. Prior to Final Plan approval for any Development Site, the Developer shall submit overall detailed grading plans and a narrative which addresses how Development Site grading for utility, street and individual Development Site Development will occur. These detailed grading plans, once approved, shall form a part of the Final Plan. Included in the plans and text shall be an overall erosion control plan which addresses erosion

control and protection of surface water quality. This information and plans shall be subject to: the review and approval of the City Engineer; review and recommendation from the Vadnais Lake Area Watershed Management Organization; and approval of the Council. There shall be no permits issued for grading of any portion of the Development Site until the detailed grading plans which include erosion control for the area to be graded have been approved by the Council.

ARTICLE 11
WETLANDS

11.1 WETLANDS. Development on the Subject Property shall conform with the Wetland Act and any City, state or federal wetland fill permits which have been issued at the time of Development of a Development Site. No wetland fill permits are granted pursuant to this Planned Development Agreement.

11.2 TIMING. The improvements, mitigation, replacement and construction relating to wetlands for each Development Site shall be completed by the dates established in the Development Contract and the wetland fill permits.

11.3 RESPONSIBILITY FOR CONSTRUCTION. The Developer is responsible, at its own expense, for the fill and replacement of any wetlands within each Development Site, when fill permits have been issued for such activity.

11.4 COMPLIANCE WITH WETLANDS PERMITS. The Developer shall be responsible for the conditions imposed on it pursuant to the wetland fill permits.

ARTICLE 12
PARK DEDICATION

12.1 PARK DEDICATION - CONTRIBUTION REQUIREMENT. The parties agree that all park dedication requirements for the East Oaks PUD Project and its Development Sites, as well as for the subdivision known as West Black Lake, shall be and are satisfied by the Developer in the form of: (1) execution, delivery and recording by the Developer of the Open Space Easements affecting the Protected Land to the City and NOHOA; (2) the granting of the Conservation Easements to the Minnesota Land Trust; (3) rough grading of park and trail areas and construction of those trails depicted on the Trail Plan; (4) the granting of the Primary Trail Easements to NOHOA over those Primary Trails shown on the Trail Plan and the granting of the Restricted Trail Easement to NOHOA over the Restricted Trails shown on the Trail Plan; and (5) conveyance of the Passive Private Open Space and Active Private Open Space so depicted on the Park and Open Space Plan to NOHOA. Each of these will be conveyed as of the dates provided in Exhibit C hereto and the first four (4) of these shall have priority with respect to each other regardless of the order of registration with the Ramsey County Registrar of Titles as follows: (1) Open Space Easements; (2) Primary Trail Easements; (3) Restricted Trail Easement; and, (4) Conservation Easements. If the actual order of registration will differ from the foregoing order, then the Easement(s) will contain language which reflects their priority with respect to each other as required above.

12.2 MANNER OF CONVEYANCE. The conveyances of Active Private Open Space or Passive Private Open Space shall be by deed to NOHOA, subject to Permitted Encumbrances and shall occur upon Development of the Development Site contiguous to or containing said area. The Developer shall pay all real estate taxes due and payable as of the date of the conveyance.

The obligations of Developer to construct the trail improvements are stated in Article 13.

12.3 DESIGN AND PARK GRADING. The Developer shall rough grade, and seed as and to the extent necessary to minimize erosion, the Active Private Open Space pursuant to the Park and Open Space Plan at the time the Developer grades the Development Sites adjoining said areas. The City Engineer and NOHOA shall first review and approve the proposed grading plan.

12.4 TIMING OF FINAL PARK GRADING. The final grading improvements to each Active Private Open Space shall commence no later than two (2) years after approval of Final Plan for any Development Site contiguous to or containing such area, and NOHOA shall be provided written notice prior to commencement of grading.

12.5 PARK IMPROVEMENTS AND, MAINTENANCE, AND OPERATION. Improvement, operation, and maintenance of the Active Private Open Space shall be the responsibility of NOHOA.

12.6 PROTECTED LAND. The Protected Land shall consist of the Conservancy Land, the Agricultural Land and the Agricultural Land Allowable Building Area so depicted on the Park and Open Space Plan. The Protected Land consists of approximately 885 acres. The Protected Land is or will be subject to the terms of the Open Space Easements, Restricted Trail Easement and Primary Trail Easements, the terms of which shall supercede the conflicting provisions (if any) in all prior instruments with respect to the Protected Lands only including, but not limited to, the following prior instruments and all instruments referenced therein: Deed Document No. 473305, Order Document No. 959214, Easement Document No. 473993, Warranty Deed Document No. 411345, Warranty Deed Document No. 753095, Order Document No. 957070, Directive Document No. 1068660, also known as Highway Easement Document No. 2577755 (as to Conservancy Land and Agricultural Land Allowable Building Area only), Electric Easement Book 1880 RCR 240, Order Document No. 961410, and Tank Affidavit Document No. 1126872. The Protected Land is hereby approved for subdivision into three (3) separate parcels as depicted in the Open Space Easements. Access to the Protected Land will be at the discretion of the Developer as owner of the Protected Land, except that members of NOHOA will have the right to use the Primary Trails and the Restricted Trails in accordance with the Primary Trail Easements and the Restricted Trail Easement, subject to the limitations in Section 13.5 of this Planned Development Agreement, and the City shall have access to the Protected Land for inspection purposes as and to the extent provided in the Open Space Easements. Notwithstanding the foregoing, the following prior recorded instruments need not be subordinated to the Open Space Easements, Restricted Trail Easement, and Primary Trail Easements: 1411 Deeds p. 46, 102 Deeds pp. 557-558, 103 Deeds pp. 429-430, 103 Deeds p. 423, Drainage Easement Document No. 2577754, 948 Deeds p. 208, Directive Document No. 1068660, also known as Highway Easement Document No. 2577755 (as to Agricultural Land only), and Tank Affidavit Document No. 1126871.

12.7 TERMINATION. The Proposal for Dedication of Land to Become the Basis for the Recreation Portion of a North Oaks Comprehensive Master Plan, dated December 14, 1972, the Dedication Agreement dated October 10, 1995, the West Black Lake Development Agreement dated December 15, 1994 and any additional agreements with respect to park ("the Land Bank"), open space, and trail dedication, construction, or maintenance between the City, NOHOA, and North Oaks Company, a Minnesota corporation, and/or First Trust National Association, as Trustee of the Louis W. Hill, Jr. 1992 Revocable Trust Under Agreement dated May 27, 1992 are hereby terminated with respect to park, open space, and trail dedication, construction, and maintenance for future land areas or stages to be developed, and have no further validity, force, or effect in such respect. They are revoked and superceded in their entirety as to such matters by the terms of this Planned Development Agreement.

ARTICLE 13
TRAILS

13.1 TRAIL PLAN. The Trail Plan depicts three types of Trails: Existing NOHOA Trail, Primary Trails, and Restricted Trail. Portions of the Primary Trails and Restricted Trail as shown on Exhibit C-1 will be open for use within sixty (60) days of execution of this Agreement. To the extent other portions of the Primary Trails or the Restricted Trail are shown on the Trail Plan, then such trails shall be constructed, conveyed and open for use at the times and as depicted on Exhibit C-1. Temporary Trails as depicted on Exhibit C-2 shall be opened by the Developer within sixty (60) days (seasonal and weather conditions permitting) of the execution of this Agreement and thereafter be available for use by NOHOA until such time as that portion of the Primary Trails and Restricted Trails in the vicinity are constructed, open, and conveyed. The Developer may close Temporary Trails depicted on Exhibit C-2 for reasons of safety during Development or construction in Development Sites I and J.

13.2 CONVEYANCE OF TRAILS. The Primary Trails and Restricted Trails depicted on the Trail Plan will be conveyed to NOHOA pursuant to the Primary Trail Easements and the Restricted Trail Easement, subject to the restrictions set forth in Section 13.5 hereof.

13.3 RESPONSIBILITY FOR CONSTRUCTION. The Developer is responsible, at its expense, for construction costs of all the trails as shown on the Trail Plan. The Primary and Restricted Trail Easements shall be of a minimum thirty (30) feet in width, with eight (8) to twelve (12) feet thereof improved by way of grading and seeding, unless NOHOA has agreed to alternative improvement methods. NOHOA may reasonably require the improved portion of the trails to be less than eight (8) feet. In circumstances requiring trails through or over wetlands or waterways, the Developer, at its expense, shall construct the means of traverse and such shall be subject to prior approval of NOHOA. NOHOA shall receive written notice prior to commencement of trail improvements.

13.4 RESPONSIBILITY FOR MAINTENANCE. NOHOA shall maintain the Primary and Restricted Trails.

13.5 ACCESS AND USE CONTROLS. NOHOA shall control access to and use of the Primary and Restricted Trail Easements; provided, however, that the Developer reserves the right to grant access to and non-motorized use of the Existing NOHOA Trails, Primary Trails, and Restricted Trails to its invitees as follows: Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may use the trails as invitees of the Developer without advance consent. In addition, and without numerical or purpose limitation, Developer invitees may include owners of dwelling units constructed on land currently owned by the Developer outside the City but sharing a common boundary with the City jurisdictional limit if such dwelling unit owners become members of NOHOA, but specifically excluding commercial lot purchasers or tenants. All persons other than those listed in this paragraph invited by the Developer to use the trails are permitted to enter only upon the advance written consent of the President of NOHOA. The Developer's manager of the Protected Land shall have the right to restrict or deny access to all or portions of the Restricted Trails for construction; maintenance; biomanagement reasons such as inventories, hatching or nesting seasons, botanical plantings, species protection or enhancement, or for other reasons consistent with the terms of the Open Space and Conservation Easements, such restriction not to exceed thirty (30) days in any one (1) calendar year without the advance written consent of the President of NOHOA. No dogs, cats, other pets, and no motorized vehicles (except for construction and maintenance purposes) will be permitted on the Restricted Trails.

13.6 NO USE FEES TO DEVELOPER'S INVITEES. The Developer shall not impose per capita or per diem use charges for Trail usage, but reserves the right to recoup Trail and Protected Land-related costs through group usage charges and fundraising events, subject to the limitations set forth in the Open Space and Conservation Easements. The costs associated with fundraising events shall be at the Developer's expense.

ARTICLE 14
OTHER PERMITS

14.1 PERMITS. The Developer shall be responsible for obtaining all necessary approvals, permits and licenses from the City and the other regulatory entities and agencies with jurisdiction over Development of the Development Sites within the Subject Property. Major design requirements of any such agency or entity shall be determined prior to construction and incorporated into the Final Plan. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any entity or agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer.

ARTICLE 15
DEVELOPMENT SITE IMPROVEMENTS

15.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Development Site Improvements must first be approved in writing by the City Engineer.

15.2 TIMING. The Development Site Improvements shall be completed at the times required by each Development Contract.

15.3 CONSTRUCTION. The Developer shall cause all contractors for Development Site Improvements to furnish the City Engineer with a written schedule of proposed operations, subcontractors and material suppliers, at least two (2) days prior to commencement of construction work.

15.4 INSPECTION. The City Engineer or its designated representative, shall periodically inspect the Development Site Improvements work installed by the Developer, its contractors, subcontractors or agents.

15.5 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of the Development Site Improvements, and shall provide financial security to assure the same to the extent required by the Development Contract.

15.6 CITY ACCEPTANCE. The Developer shall give Formal Notice to the City within thirty (30) days after the Development Site Improvements for each Development Site have been completed. The City shall then inspect the Development Site Improvements and give Formal Notice to the Developer within thirty (30) days if any Development Site Improvements do not conform to approved design. If the Development Site Improvements do not conform, the Developer shall correct the Development Site Improvements to conform as directed by the City Engineer. Acceptance of Development Site Improvements shall not negate any warranty relating to such Improvements contained in the Development Contract.

ARTICLE 16
RESPONSIBILITY FOR COSTS

16.1 DEVELOPMENT SITE IMPROVEMENT COSTS. The Developer shall pay for the Development Site Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

16.2 COSTS. The Developer shall pay the City for reasonable, necessary and lawful costs incurred by it in conjunction with the East Oaks PUD Project including without limitation costs relating to the preparation and administration of this Planned Development Agreement and the Development Contract, including reasonable planning, inspection, engineering, and attorneys' fees.

16.3 TIME OF PAYMENT. The Developer shall pay all bills from the City for which Developer is responsible within thirty (30) days after billing. The bills shall itemize the person doing the work, the services rendered, the date rendered, the time involved and the applicable charge rate

for the services. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

ARTICLE 17
INDEMNIFICATION OF CITY

17.1 INDEMNIFICATION OF CITY. Subject to Section 17.4, the Developer shall and does hereby agree to indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from, or relate to any of the following:

(a) Failure by the Developer to observe or perform any material covenant, condition, obligation or agreement on the Developer's part, either jointly or severally, to be observed or performed under this Planned Development Agreement and its Exhibits;

(b) Failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;

(c) Failure by the Developer to pay for materials;

(d) Approval by the City of the Environmental Assessment Worksheet, the East Oaks Project Master Development Plan, the Preliminary Plan and other PUD Controls;

(e) Approval by the City of any Final Plan;

(f) Failure by the Developer to obtain the necessary permits and authorizations to construct the Development Site Improvements;

(g) The Developer's construction of the Development Site Improvements; and

(h) All costs and liabilities arising because building permits were issued to the Developer prior to the completion and acceptance of the Development Site Improvements or because there were delays in completion of the Development Site Improvements caused by the Developer, its contractors, subcontractors, materialmen, employees, agents or third parties.

17.2 NOTICE. Within a reasonable period of time after the City's receipt of actual notice of any claim giving rise to a right of payment against the City pursuant to Section 17.1, the City shall give Formal Notice of any claim in reasonable detail to the Developer. The Developer shall not be obligated to make any payment to the City for any such claim until the passage of ninety (90) days from the date of its receipt of Formal Notice from the City, during which time the Developer shall

have the right to cure or remedy the event leading to such claim. However, the cure or remedy of such claim shall not relieve the Developer from the obligation to indemnify the City for such claim.

17.3 DEFENSE OF CLAIM. With respect to claims or demands asserted against the City by a third party of the nature covered by Sections 17.1 and 17.2 above, and provided that the City gives Formal Notice thereof, the Developer will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the City; the Developer will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the City shall at all times also have the right to fully participate in the defense. If the Developer fails to defend, the City shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the Developer. All attorneys' fees incurred by the City related to such defense, including fees of the City Attorney whether directly defending or monitoring such defense, shall be paid for by the Developer.

17.4 LIMITATION. Sections 17.1 through 17.3 shall not apply to costs incurred or suffered by the City which relate to, result from, or are caused by the City's gross negligence or violation of applicable law.

ARTICLE 18
CITY REMEDIES UPON DEFAULT

18.1 CITY REMEDIES. Except as set forth in Section 18.5, if a Default occurs that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Default and the Developer shall have thirty (30) working days to appear before the Council to discuss the Default. If the Developer, after Formal Notice to it by the City, does not cure the Default within thirty (30) working days after the Council appearance, then the City may avail itself of the following cumulative, non-exclusive remedies.

(a) the City may specifically enforce this Planned Development Agreement;

(b) the City may suspend any work, improvement or obligation to be performed by the City with respect to Development Sites affected by the Default;

(c) the City may collect on any bond, irrevocable letter of credit or cash deposit or other security applicable to Development Sites affected by the Default to the extent necessary to cure the Default;

(d) the City may deny building and occupancy permits for buildings on the Development Sites affected by the Default;

(e) the City may deny or withhold Final Plan approval to the extent that the Default relates to the Final Plan then pending before the City;

(f) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty

(30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City against any or all of the Subject Property then owned by the Developer; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including but not limited to notice and hearing requirements and any claim that the special assessments exceed benefit.

18.2 PLANNED DEVELOPMENT AGREEMENT TERMINATION DEFAULT. The following three (3) Defaults, and no others, by the Developer which have not been remedied within six (6) months after Formal Notice of Default shall permit the City to terminate this Planned Development Agreement and repeal the PUD Ordinance after following the procedures set forth in Section 18.1 above:

1) Failure by the Developer to deliver evidence of title in a manner reasonably satisfactory to the City Attorney and to execute, deliver, and register, free and clear from conflicting encumbrances and claims by others, any of the Declarations of Restrictions within thirty (30) days of the Effective Date of this Agreement.

2) Failure by the Developer to deliver evidence of title in a manner reasonably satisfactory to the City Attorney and to execute, deliver, and register, free and clear from conflicting encumbrances and claims by others, the Open Space Easements over the Protected Land within two (2) years of the Effective Date of this Agreement.

3) Failure by the Developer to deliver evidence of title in a manner reasonably acceptable to the City Attorney, and to execute, deliver, and register the Primary and Restricted Trail Easements and open the Primary and Restricted Trails for use as provided by Article 13 as and to the extent and at the times specified in Exhibit C-1.

The above-stated Defaults are the only Defaults for which the remedies of this Section 18.2 are available to the City.

18.3 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. If any agreement contained in this Planned Development Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder.

18.4 NO REMEDY EXCLUSIVE. Subject to Section 18.2, no remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Planned Development Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to

exercise any remedy reserved to the City, it shall not be necessary to give notice, other than the Formal Notice.

18.5 EMERGENCY. If Developer's Default creates an imminent threat to life, safety, or health of residents of the City, the City, without affirmative duty to do so, may proceed immediately to cure the Default and thereafter proceed pursuant to the provisions of Section 18.1.

ARTICLE 19
MISCELLANEOUS

19.1 NO THIRD PARTY RECOURSE OR RIGHTS. Third parties shall have no recourse or rights under this Planned Development Agreement against the City, the Developer and, to the extent applicable, NOHOA. This Planned Development Agreement may be enforced solely by the Developer, the City and, to the extent applicable, NOHOA.

19.2 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Planned Development Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Planned Development Agreement.

19.3 RECORDING. This Planned Development Agreement or a memorandum summary hereof shall be registered with the Ramsey County Registrar of Titles and the Developer shall provide and execute any and all documents necessary to implement the registration.

19.4 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this Planned Development Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer, the City and, to the extent applicable, NOHOA.

19.5 DURATION OF DEVELOPER'S OBLIGATIONS. The Developer's obligations hereunder for the East Oaks PUD Project shall continue in full force and effect until completion of Essential Improvements on the last Development Site. However, upon completion of its obligations pursuant to a Development Contract for a Development Site, the Developer shall be relieved of its obligations hereunder for that Development Site except as to those responsibilities which relate to operation and maintenance of those elements of Essential Improvements over which the Developer is required to and retains responsibility for operation and maintenance by this Agreement or the Development Contract for that Development Site.

19.6 AMENDMENT AND WAIVER. With respect to the Development Sites, the City and the Developer for each Development Site hereto may by mutual written agreement amend this Planned Development Agreement in any respect for that Development Site. Either party may extend the time for the performance of any of the obligations of the other, waive any inaccuracies in representations by another contained in this Planned Development Agreement which inaccuracies would otherwise constitute a breach of this Planned Development Agreement, waive compliance by another with any of the covenants contained in this Planned Development Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent

to the performance by the other party of any of its obligations under this Planned Development Agreement. The consents of the owners of the land within the Development Site or any other Development Site are not required to modify this Planned Development Agreement and the Development Contract for the Development Site being modified, unless the Developer has granted in writing to such owners the right to consent to such modification. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Planned Development Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(a) Major Amendments. A "major amendment" is an amendment which (1) changes the permitted land use within the Subject Property; or (2) increases the total number of permitted housing units within the East Oaks PUD Project by more than ten percent (10%).

(b) Minor Amendments. All amendments to this Planned Development Agreement which are not major amendments are minor amendments.

(c) Major amendments require a two-thirds (⅔) majority vote of all members of the Council; minor amendments require a simple majority vote of all members of the Council.

(d) The Council shall have sole discretion to determine whether a public hearing is required for any amendment.

19.7 GOVERNING LAW. This Planned Development Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

19.8 COUNTERPARTS. This Planned Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

19.9 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Planned Development Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

19.10 ACCESS. In addition to rights that exist as a matter of law, the Developer hereby grants to the City, its agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all inspections deemed appropriate by the City relating to the installation or proposed installation and maintenance of any improvements by the Developer.

19.11 CERTIFICATE OF COMPLIANCE. If requested by the Developer or a property owner of the Subject Property or portion thereof after Development thereof, a Certificate of Compliance which indicates that the Developer's obligations with respect to the property in question have been fulfilled as required by this Planned Development Agreement shall be issued by the City Clerk or such other person as has been designated by the City Council upon verification of fulfillment and upon payment of such fee as may be established and reimbursement for costs incurred by the City.

19.12 TERMINATION FOR LITIGATION. If a lawsuit is filed by a person other than the City or the Developer challenging the validity of any of the elements of the East Oaks PUD Project, the East Oaks Project Master Development Plan, this Planned Development Agreement and its Exhibits, or Appendix 1 to this Planned Development Agreement and is commenced within six (6) months of the Effective Date of this Planned Development Agreement, then either the City or the Developer may, within three (3) months after the filing of the lawsuit, unilaterally terminate this Planned Development Agreement and any document, including the Exhibits and Appendix 1 by written notice to the other of the exercise of such termination right. Termination shall take effect immediately upon the provision of such notice to the other party, and no further action shall be required to effect the termination. In such event, the parties shall execute and record such release of vested rights, quitclaim deeds, waivers, or other documents necessary and advisable to clear all public records including without limitation Ramsey County, Minnesota land records, of any evidence of this Planned Development Agreement and all of its Exhibits and Appendix 1. At the City's option, such termination shall also result in a moratorium on development of the Subject Property for the earlier of twelve (12) months or until the City revises its Comprehensive Plan and applicable ordinances to reflect such termination.

19.13 DEFINITIONS. Certain terms used in this Planned Development Agreement are defined as follows:

(a) Active Private Open Space. "Active Private Open Space" means those areas totaling approximately eighteen (18) acres so depicted on the Park and Open Space Plan. These areas are to be used for active recreation activities, such as playgrounds, tennis or basketball courts. Above-grade active recreation structures may be constructed in these areas.

(b) Agricultural Land. "Agricultural Land" means that portion of the Subject Property depicted as such on the Park and Open Space Plan.

(c) Agricultural Land Allowable Building Area. "Agricultural Land Allowable Building Area" means that portion of the Subject Property depicted as such on the Park and Open Space Plan.

(d) City. "City" means the City of North Oaks, a Minnesota municipal corporation.

(e) Concept Plan. "Concept Plan" means an optional concept plan authorized by the Zoning Ordinance, approved by the Council, for a Development Site.

(f) Conceptual Street and Access Plan. "Conceptual Street and Access Plan" means Exhibit B-2, and any changes thereto requested by the Developer and approved by the Council.

(g) Conservation Easements. "Conservation Easements" means those certain easements over the Protected Land which the Developer intends to convey to

the Minnesota Land Trust, and which shall be subordinate to the Open Space Easements, the Primary Trail Easements and the Restricted Trail Easement.

(h) Conservancy Land. "Conservancy Land" is that certain portion of the Subject Property depicted as such on the Park and Open Space Plan.

(i) Council. "Council" means the governing body of the City.

(j) County. "County" means Ramsey County, Minnesota.

(k) Declaration. "Declaration" means a Declaration of Protective Covenants, or similarly titled document, which addresses, among others, the items described in Section 2.4 hereof.

(l) Declarations of Restrictions. "Declarations of Restrictions" means five (5) separate Declaration of Restrictions documents attached as Exhibits H, I, J, K, and L approved by the City Attorney affecting the Protected Land, Primary Trails, and Restricted Trails which according to their terms temporarily restrict development of the Development Sites until registration of the Open Space Easements, the Primary Trail Easements, and the Restricted Trail Easement.

(m) Default. "Default" means and includes, jointly and severally, any of the following or any combination thereof:

(i) failure by the Developer to pay the City any money, including without limitation special assessments or City invoices, to the extent required to be paid under this Planned Development Agreement;

(ii) failure by the Developer to construct the Development Site Improvements for each Development Site according to the Development Contract for the Development Site;

(iii) failure by the Developer to observe or perform any material covenant, condition, obligation or agreement on its part, either jointly or severally, to be observed or performed under this Planned Development Agreement and all Exhibits and the Development Contract for the Development Site; and

(iv) failure by the Developer to develop the Subject Property according to the PUD Controls.

(n) Developer. "Developer" means North Oaks Company, LLC, a Minnesota limited liability company and the assigns and successors thereof. Developer also means any person or entity, except the City, that undertakes Development of the Subject Property or any Development Site thereof.

(o) Developer Improvements. "Developer Improvements" means those improvements which Developer is obliged to construct pursuant to a Development Contract for a Development Site or this Planned Development Agreement.

(p) Developed or Development. "Developed" or "Development" means non-passive use of the Subject Property and any construction on or improvement of the Subject Property by the Developer. "Developed" or Development includes, but is not limited to, grading, construction of buildings or structures and installation of Developer Improvements. "Developed" or Development also includes material alteration of the Subject Property.

(q) Development Contract. "Development Contract" means a contract between the City and the Developer for each Development Site, which contract specifies the detailed Development requirements for that Development Site, identifies the responsibilities for installation of streets and utilities and provides financial assurances for completion by Developer of the Developer Improvements and the streets and utilities on or abutting the Development Site, a form of which is attached as Exhibit D, which form is subject to future changes, if any, required by the City.

(r) Development Guidelines. "Development Guidelines" means the Findings and Development Guidelines attached hereto as Appendix 1 which address purpose, land use, Development regulations, performance standards, and findings for the East Oaks PUD Project incorporated by reference and made a part of this Planned Development Agreement.

(s) Development Sites. "Development Sites" means those certain areas, or portions thereof, of the Subject Property depicted for Development in the Future Land Use Plan. The Development Sites are deemed to be a "planned and staged development" within the meaning of Minn. Stat. § 462.358, subd. 3(c).

(t) Development Site Improvements. "Development Site Improvements" are those street and utility improvements required to be installed by the Developer for a particular Development Site of the East Oaks PUD Project.

(u) East Oaks Project Master Development Plan. "East Oaks Project Master Development Plan" means all those plans, drawings, and surveys identified on the attached Exhibit B, and hereby incorporated by reference and made a part of and including this Planned Development Agreement.

(v) East Oaks PUD Project. "East Oaks PUD Project" means the Development of the Subject Property in accord with the PUD Controls.

(w) Essential Improvements. "Essential Improvements" means those elements of essential urban infrastructure necessary for a Development Site, whether installed by the Developer or City, over which the City, the Developer or NOHOA (or substitute authorized association) ultimately accepts ownership, operation, and maintenance responsibility, including without limitation, streets, sanitary sewer, storm sewer, water lines, sidewalks, trails, boulevards, Active Private Open Space, and Passive Private Open Space.

(x) Existing NOHOA Trail Easements. "Existing NOHOA Trail Easements" means those trails previously conveyed to NOHOA by the Developer or its predecessors prior to the execution of this Planned Development Agreement.

(y) Final Plan. "Final Plan" means the Registered Land Survey, the Development Contract, and detailed plans and drawings approved by the City pursuant to the Zoning Ordinance and the Subdivision Ordinance for each Development Site that shall address the following:

(i) grading

(ii) wetlands

(iii) surface water quality

(iv) storm water controls, erosion controls and drainage

(v) street and lot layout

(vi) utilities

(vii) landscaping

(ix) basement elevations

(x) signage

(xi) easement for utilities.

(z) Force Majeure. "Force Majeure" means acts of God, including, but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); acts of third parties including units of government, riots, insurrections, war or civil disorder affecting the performance of work; blockades; power or other utility failures; fires or explosions; labor shortages; and shortages of materials.

(aa) Formal Notice. "Formal Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of North Oaks Attention: City Clerk North Oaks City Hall 100 Village Center Drive, Suite 150 North Oaks, MN 55127
If to Developer:	North Oaks Company, LLC Attention: President One Pleasant Lake Road North Oaks, MN 55127
If to NOHOA:	North Oaks Home Owners' Association Attention: President 52 Wildflower Way North Oaks, MN 55127

or to such other address as the party addressed shall have previously designated by notice given in accord with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

(bb) Future Land Use Plan. "Future Land Use Plan" means Exhibit B-1. Future Land Use Plan also includes any additions or changes thereto requested by the Developer and approved by the Council.

(cc) Official Controls. "Official Controls" means ordinances and regulations which control physical development of the City or any part thereof, or any detail thereof and implement the general objectives of the City's Comprehensive Plan. Official Controls may include ordinances establishing zoning, subdivision controls, site plan regulations and official maps, however, for purposes of this Planned Unit Development Agreement, Official Controls does not include, sanitary codes, building codes and other present or future Ordinances regulating public safety and health generally.

(dd) Open Space Easements. "Open Space Easements" means those certain easements over the Protected Land in the form attached hereto as Exhibits E-1, E-2, and E-3.

(ee) Park and Open Space Plan. "Park and Open Space Plan" means Exhibit B-3. Park and Open Space Plan also includes any changes thereto approved by the Developer and the City.

(ff) Passive Private Open Space. "Passive Private Open Space" means those areas, totaling approximately thirty seven (37) acres, so depicted on the Park and Open Space Plan. These areas are to be used for passive recreation activities such as hiking or picnics, or unorganized active recreation. No above-grade active recreation structures may be constructed in these areas.

(gg) Permitted Encumbrances. "Permitted Encumbrances" means easements that do not interfere with the intended use or Development of the Subject Property.

(hh) Phase Plan. "Phase Plan" means Exhibit B-5. Phase Plan also includes any additions or changes thereto requested by the Developer and approved by the Council.

(ii) Planned Development Agreement. "Planned Development Agreement" means this Planned Unit Development Agreement between the City and Developer, and consented to and joined in by NOHOA, and all Exhibits and Appendix 1 attached to or referenced herein.

(jj) Preliminary Plan. "Preliminary Plan" means that Preliminary Plan required by the Subdivision Ordinance.

(kk) Primary Trail Easements. "Primary Trail Easements" mean those certain easements over the Protected Land in the form attached hereto as Exhibit F-1.

(ll) Primary Trails. "Primary Trails" means those trails depicted as such on the Trail Plan.

(mm) Protected Land. "Protected Land" means the Conservancy Land and the Agricultural Land.

(nn) PUD Controls. "PUD Controls" means and includes, jointly and severally, the following:

(i) This Planned Development Agreement including without limitation the Development Guidelines

(ii) PUD Ordinance

(iii) East Oaks Project Master Development Plan

(iv) Final Plan

(vi) Subdivision Ordinance.

(v) Zoning Ordinance.

(oo) PUD Ordinance. "PUD Ordinance" means Section 7.12 of the Zoning Ordinance of the City of North Oaks and the action of the Council authorizing a Planned Unit District for the Subject Property pursuant thereto which ordinance sets forth the performance standards flexibility and other zoning devices relating to the Subject Property permitted pursuant to this Planned Development Agreement.

(pp) Registered Land Survey. "Registered Land Survey" means a Registered Land Survey prepared in compliance with Minnesota law.

(qq) Restricted Trail Easement. "Restricted Trail Easement" means that certain easement over the Protected Land in the form attached hereto as Exhibit F-2.

(rr) Restricted Trails. "Restricted Trails" means those trails depicted as such on the Trail Plan.

(ss) Shoreland Ordinance. "Shoreland Ordinance" means Ordinance 84 of the North Oaks Code of Ordinances.

(tt) Subdivision Ordinance. "Subdivision Ordinance" means Ordinance 93 of the North Oaks Code of Ordinances.

(uu) Subject Property. "Subject Property" means in the aggregate and jointly and severally all of the real estate legally described and depicted in the attached Exhibit A.

(vv) Temporary Trails. "Temporary Trails" means those trails depicted as such on Exhibit C-2.

(ww) Trail Plan. "Trail Plan" means Exhibit B-4, and any changes approved by the Developer and the Council.

(xx) Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

(i) utility companies, including electric, gas, telephone and cable television

(ii) pipeline companies.

(yy) Wetland Act. "Wetland Act" means all local, state, County, City, and federal laws and regulations relating to water and wetlands, including, but not limited to, Section 404 of the Clean Water Act (33 U.S.C. 1344), Minnesota Statutes, Chapters 103A through 103G, and all regulations promulgated pursuant thereto. Wetland Act also includes all additions, modifications and regulations subsequent to that version of the Wetland Act which exists on the Effective Date.

(zz) Zoning Ordinance. "Zoning Ordinance" means Ordinance 94 of the North Oaks Code of Ordinances.

IN WITNESS WHEREOF, the parties have executed this Planned Development Agreement.

CITY OF NORTH OAKS

(DATE: _____)

By: _____
Seth M. Colton, Mayor

DEVELOPER: NORTH OAKS COMPANY, LLC

(DATE: January 28, 1999)

By: _____
Richard E. Leonard
Its: President

ATTEST:

_____
Nancy P. Rozycki, City Clerk

(DATE: _____)

Approved as to Form and City Council Authorization

_____
Thomas W. Newcome, III, City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ____ day of _____, 1999, before me a Notary Public within and for said County, personally appeared Seth M. Colton and Nancy P. Rozycki, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the City of North Oaks, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 28 day of January, 1999, before me a Notary Public within and for said County, personally appeared Richard E. Leonard, to me personally known, who by me duly sworn, did say that he is the President of North Oaks Company, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its Board of Governors and said Richard E. Leonard did acknowledge said instrument to be the free act and deed of the limited liability company.

Mary Jo Lombard
Notary Public

MARY JO LOMBARD
NOTARY PUBLIC – MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 31, 2000

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

CONSENT AND JOINDER
BY
NORTH OAKS HOME OWNERS' ASSOCIATION

The North Oaks Home Owners' Association (NOHOA), a party to the Proposal for Dedication of Land to Become the Basis for the Recreation Portion of a North Oaks Comprehensive Master Plan between North Oaks Company and the City of North Oaks dated December 14, 1972, (the "1972 Recreation Proposal") hereby consents to and joins in this Planned Development Agreement for the following and only the following purposes: (1) terminating the 1972 Recreation Proposal; (2) if any part of the East Oaks PUD Project is or becomes subject to NOHOA controls, consenting to the use of any such portion of the East Oaks PUD Project for open houses or events for the purposes of displaying residential units or subdivisions and their amenities; and (3) consent to and accept the provisions of Article 12, Article 13, and Sections 2.4, 19.1 and 19.4 of this Planned Development Agreement. 7.9

The officer signing below does so pursuant to authorization from the NOHOA Board of Directors.

By: Thomas Welna
Thomas Welna
Its: President

EXHIBIT A

LEGAL DESCRIPTION
OF
SUBJECT PROPERTY

LEGAL DESCRIPTION OF SUBJECT PROPERTY
DATED FEBRUARY 11, 1999

Tracts E, F, G, I, J & L, Registered Land Survey No. 209 as described in Certificate No. 389955

Tract I, Registered Land Survey No. 223 as described in Certificate No. 231288

Tract K, Registered Land Survey No. 223 as described in Certificate No. 231290

Tract L, Registered Land Survey No. 223 as described in Certificate No. 231291

Tract B, Registered Land Survey No. 462, except the North 33 feet thereof as described in Certificate No. 342904

Lot 1, Block 2 & Lot 1, Block 3, Charley Lake First Addition as described in Certificate No. 378439

That part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 30, Range 23, lying easterly of a straight line commencing at a point on the north line of said Northwest quarter of the Northwest Quarter at a point 65.53 feet west of the northeast corner of said Northwest Quarter of the Northwest Quarter and running to a point on the south line of said Northwest Quarter of the Northwest Quarter 150.17 feet west of the southeast corner of said Northwest Quarter of the Northwest Quarter together with : That part of the Southwest Quarter of the Northwest Quarter of section 12, Township 30, Range 23 described as follows: Beginning at the northwest corner of Lot 1, Block 2, Charley Lake First Addition; thence southerly along the westerly line of said Lot 1, Block 2 to the most westerly corner of said Lot 1, Block 2; thence northerly in a straight line to the most southerly corner of Lot 1, Block 3, Charley Lake First Addition; thence northerly to the northeast corner of said Lot 1, Block 3; thence easterly to the point of beginning as described in Certificate No. 375871

Tract N, Registered Land Survey No. 167 as described in Certificate No. 190066

Tract A, Registered Land Survey No. 205 as described in Certificate No. 235548

Tract L, Registered Land Survey No. 205 as described in Certificate No. 235559

Tract M, Registered Land Survey No. 205 as described in Certificate No. 235560

Tract R, Registered Land Survey No. 205 as described in Certificate No. 235562

Tracts C & D, Registered Land Survey No. 206 as described in Certificate No. 211588

Tract A, Registered Land Survey No. 268 as described in Certificate No. 251081

Tract F, Registered Land Survey No. 268 as described in Certificate No. 251086

Tract G, Registered Land Survey No. 268 as described in Certificate No. 251087

Tract I, Registered Land Survey No. 268 as described in Certificate No. 251089

Tract L, Registered Land Survey No. 268 as described in Certificate No. 251092

Tract M, Registered Land Survey No. 268 as described in Certificate No. 251093

Tract A, Registered Land Survey No. 368 as described in Certificate No. 299885

Tract B, Registered Land Survey No. 368 as described in Certificate No. 299886

Tract C, Registered Land Survey No. 368 as described in Certificate No. 299887

Tract D, Registered Land Survey No. 368 as described in Certificate No. 299888

Tract E, Registered Land Survey No. 368 as described in Certificate No. 299889

Tract F, Registered Land Survey No. 368 as described in Certificate No. 299890

Tract G, Registered Land Survey No. 368 as described in Certificate No. 299891

Tract H, Registered Land Survey No. 368 as described in Certificate No. 299892

Tract N, Registered Land Survey No. 368 as described in Certificate No. 299898

Tract M, Registered Land Survey No. 368 as described in Certificate No. 299897

Tract K, Registered Land Survey No. 368 as described in Certificate No. 299895

Tract L, Registered Land Survey No. 368 as described in Certificate No. 299896

Tract Q, Registered Land Survey No. 368 as described in Certificate No. 299901

Tract K, Registered Land Survey No. 393 as described in Certificate No. 311653

Tract L, Registered Land Survey No. 393 as described in Certificate No. 311654

Tract Y, Registered Land Survey No. 532 as described in Certificate No. 381448

Tract K, Registered Land Survey No. 552 as described in Certificate No. 500621

The Southeast Quarter of the Northwest Quarter of Section 4, Township 30, Range 22 together with That part of the Northeast Quarter of the Northwest Quarter of Section 4, Township 30, Range 22, lying westerly of Centerville Road as described in Certificate No. 381399

The Southwest Quarter of the Southwest Quarter of Section 4, Town 30, Range 22 as described in Certificate No. 381395

The East Half of the Southwest Quarter of Section 4, Town 30, Range 22 as described in Certificate No. 381394

The Northwest Quarter of the Southwest Quarter of Section 4, Town 30, Range 22 as described in Certificate No. 367069

The Southeast Quarter of Section 5, Township 30, Range 22 as described in Certificates No. 381396 & 367072

That part of the Southwest Quarter of Section 5, Town 30, Range 22, which lies Easterly and Southerly of Tract R, Registered Land Survey No. 205 as described in Certificate No. 381396

That part of the Northeast Quarter of the Northwest Quarter of Section 8, Town 30, Range 22, lying Northerly and Easterly of Registered Land Surveys Nos. 215 and 233 as described in Certificate No. 238832

The Northwest Quarter of Section 9, Township 30, Range 22 as described in Certificate No. 381397

The Southwest Quarter of Section 9, Township 30, Range 22 as described in Certificate No. 381398

That part of the Southeast Quarter of the Northwest Quarter of Section 16, Town 30, Range 22, which lies Northwesterly of the Minneapolis and Sault Ste. Marie Railway and lies Northerly of Birch Lake Boulevard. as described in Certificate No. 381422

All in Ramsey County, Minnesota.

Filename= EXHIBIT A DESC

EXHIBIT B

EAST OAKS PROJECT MASTER DEVELOPMENT PLAN

		DATE
1.	Future Land Use Plan	February 11, 1999
2.	Conceptual Street and Access Plan	February 11, 1999
3.	Park and Open Space Plan	February 11, 1999
4.	Trail Plan	February 11, 1999
5.	Phase Plan	February 11, 1999

NORTH OAKS CO.

EAST OAKS PUD

Generalized Plan for Phasing and timing of the Development
in five year increments

Site	Name	1999-2003	2004-2008	2009-2013	2014-2018	2019-2023	2024-2028	Site Total
A	Peterson Place	30	10					40
B	East Preserve		2					2
C	Nord	10						10
D	Rapp Farm	40	50	50	40	10	10	200
E	East Wilkinson	10	20	30	20	20	10	110
F	Andersonville				10			10
G	Gate Hill				20	20	28	68
H	Island Field		20	15				35
I	East Mallard Pond	35	19					54
J	North Ski Hill	7						7
K	North Black Lake		10	20	20	14		64
L	South Deer Hills			15	15	15		45
							Total of all Sites	645
	Total Projected Sales In 5 Year Increments	132	131	130	125	79	48	645 Total Sales
	Average Sales Per year	26	26	26	25	16	10	

This Plan may vary based on demand and market conditions.

EXHIBIT " B5 "

GENERALIZED PLAN FOR PHASING
AND TIMING OF DEVELOPMENTS

FEBRUARY 11, 1999

EXHIBIT C

OPEN SPACE CREATION/CONVEYANCE SCHEDULE

1. Active Private Open Space Areas

   a. Conveyed when required in the Development Contract for the contiguous Development Site.

2. Passive Private Open Space Areas

   a. Conveyed when required in the Development Contract for the contiguous Development Site.

3. Protected Land

   a. Conservancy Land, Agricultural Land and Agricultural Land Allowable Building Area — Created by Open Space Easements and Conservation Easements after approval and execution of this Planned Development Agreement by the City and the Developer.

4. Trails

   a. Primary and Restricted Trail Easements opened as of the times depicted on Exhibit C-1, provided that as individual Development Sites are developed, the Developer will provide access via temporary trails to the Primary Trails or Restricted Trails if the Development Site would not otherwise have such connection.

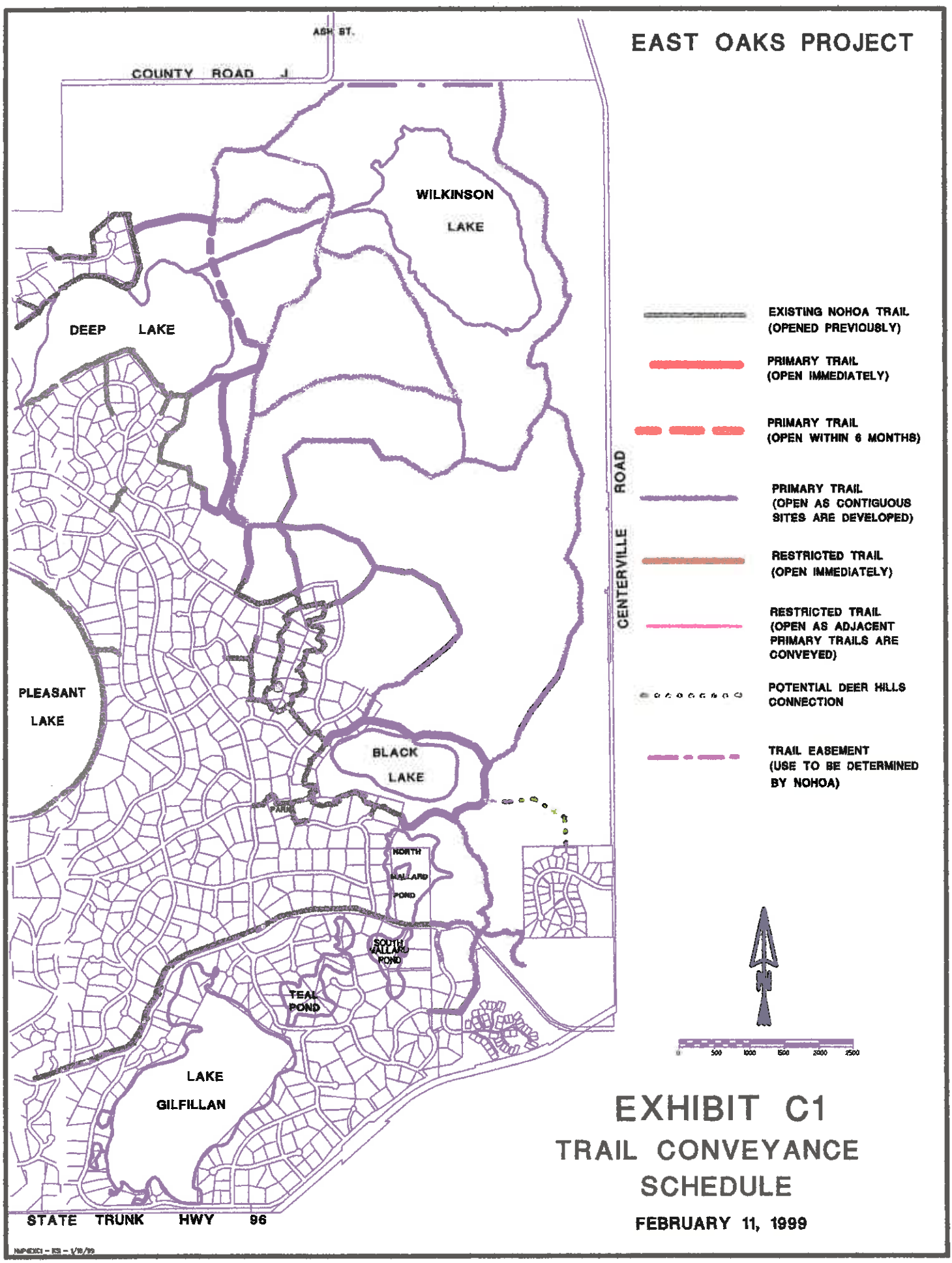


EXHIBIT C1

TRAIL CONVEYANCE SCHEDULE

FEBRUARY 11, 1999

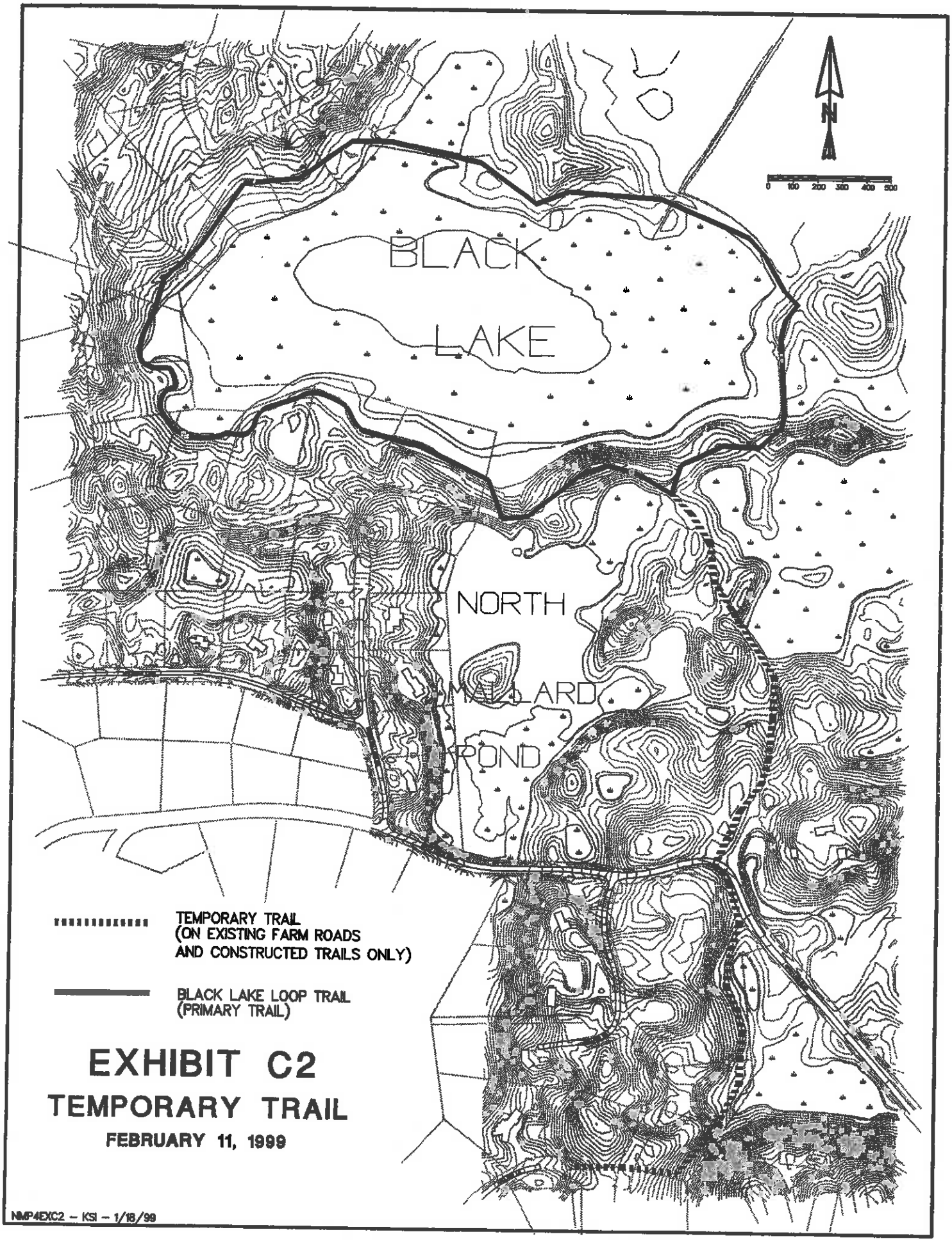


EXHIBIT C2
TEMPORARY TRAIL
FEBRUARY 11, 1999

NMP4EXC2 – KSI – 1/18/99

EXHIBIT D

FORM OF DEVELOPMENT CONTRACT FOR DEVELOPMENT SITES

EXHIBIT D
Form of

DEVELOPMENT CONTRACT

CITY OF NORTH OAKS
SUBDIVISION

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

WHEREAS, the Developer has proposed the development of approximately _____ 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 _____ (the "**Subdivision**" or "**Development**"); and

WHEREAS, the City has approved the preliminary plan of the Subdivision pursuant to Ordinance No. 59 and the East Oaks Project Planned Unit Development Agreement, dated _____, 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. 59.

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, Jeffrey Roos 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 _____.

1.5 **"Final Development Plan"** shall mean the final revision(s) to the Preliminary Plan prepared by _____ dated _____ as approved by the North Oaks City Council (the **"Council"**) on _____, 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 _____ dated _____ as approved by the Council on _____, 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 _____"** shall mean the approximately _____ 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 Developer agrees that walk-out type buildings are allowed only on parcels _____.

2.2 City finds that the Subdivision and its phases are a staged and planned development within the meaning of Minn. Stat. §462.358, Subd. 3(c). Pursuant to said statute, City agrees that for _____ years from the date of this Contract, the City will not, without the consent of Developer for any particular stage as shown on the Preliminary Plan of the Subdivision, change the official controls of the City for any stage with respect to those plans as approved by the North Oaks City Council on _____, 19___, including but not limited to permitted uses, density, lot size, lot layout, and park dedication requirements. After _____ years from the date hereof, the City may unilaterally, without the consent of the Developer, change its official controls for any of the stages.

2.3 Developer and City agree that there will be no park dedication.

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 _____. 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 11.2 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 _____ 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 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 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. 75. 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

8.1 If on-site sewage systems are not to be used, the Developer shall construct and install a sanitary sewer facility for all the lots located within Subdivision _____. 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 sanitary sewer facility until such time, if ever, that all right, title and interest in and to such sanitary sewer facility 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 sanitary sewer facility. The Developer may enter into a written agreement with another entity to provide maintenance for the sanitary sewer facility, provided, however, that such written maintenance agreement is approved by the City. Such written maintenance agreement shall contain a signature line indicating approval 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 sanitary sewer facility. 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, the City shall pay such fees and, during the time that the Developer shall own the sanitary sewer facility, 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 sanitary sewer facility such charges as will cover the Developer's costs of administration, operation and maintenance of the sanitary sewer facility, including without limitation, charges of the Metropolitan Council Environmental Services, the City, the Town of White Bear, and any costs, fees, or taxes imposed by any other governmental body or agency. The Developer shall include in the deed for each lot within this Subdivision a provision requiring that the grantee exclusively utilize the sanitary sewer service provided by the Developer (as grantor of the deed), its successors or assigns, and that, regardless of whether or not the grantee actually uses such sewer service, the grantee must pay to the grantor, its successors and assigns, any and all costs and fees charged by grantor, its successors or assigns, for such sanitary sewer service or the availability thereof, including without limitation, charges imposed by any governmental body or agency in connection with such service, grantee'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 service, such amounts required to fund the reserve account referred to above, and the costs and fees including attorneys' fees, incurred by the grantor, its successors and assigns, in collection of said costs and fees from the grantee, its heirs, successors and assigns. The Developer may include in such deed such other provisions which the Developer believes to be appropriate for the proper administration of the sanitary sewer facility 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 sanitary sewer facility and charged to said owners consistent herewith.

8.3 Upon completion of the construction and installation of the sanitary sewer facility, the Developer shall provide the City with a full set of as-built mylar reproducible plans and specifications of the sanitary sewer facility. These plans and specifications shall include the locations and ties to all sanitary sewer and manholes. During such period of time as the Developer continues to own or maintain the sanitary sewer facility, 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 sanitary sewer facility.

8.4 The Developer shall remain liable for any defects in the construction and/or maintenance of said sanitary sewer facility that occurred, developed, or were allowed to exist during the period of time that said sanitary sewer facility was owned and/or maintained by the Developer.

8.5 Should the City desire to acquire all right, title and interest in and to the sanitary sewer facility, the City shall notify the Developer (or any subsequent transferee of the sanitary sewer facility 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 sanitary sewer facility to the City.

8.6 At the time of transfer of the sanitary sewer facility to the City, if ever, such sanitary sewer facility 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 sanitary sewer facility 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 sanitary sewer facility into good repair at the time of transfer.

8.7 All easement necessary to construct, operate and maintain the sanitary sewer facility shall be on a separate sewer plan to be filed with the City.

ARTICLE IX
North Oaks Home Owners' Association

9.1 Pursuant to Ordinance No. 59, Section 8.5, the Developer is required to file with the City a Declaration of Covenants, Conditions, and Restrictions, which has been approved by the City, as more particularly specified in Ordinance No. 59. This Development shall be incorporated into the boundaries of **NOHOA**.

ARTICLE X
Developer's Responsibility - Recreation

10.1 As provided in the Planned Development Agreement, the Developer agrees that _____ acres within this Subdivision shall be dedicated for recreation uses in accordance with the final Plans and Specifications set forth in Exhibit "A".

ARTICLE XI
Developer's Surety Bonds

11.1 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, 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.

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

Erosion Control and Site Grading (including mitigation work)	
Storm Sewer	
Watermain	
Sanitary Sewer	
Streets and Trails	
Engineering & Surveying	
Landscaping	
TOTAL:	

One hundred twenty-five percent (125%) of the foregoing estimated costs totals $_____.

11.3 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 XV). Any such reductions must have the prior written approval of the City Engineer.

11.4 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 XII
Completion Date

12.1 Final approval and acceptance of Subdivision _____ shall be in the form of a resolution duly passed by the Council based upon the recommendation of the City Clerk.

12.2 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 _____ (___) years after filing of the Registered Land Survey.

12.3 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 XIII
Developer's Warranties

13.1 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.

13.2 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 XIV
Assignment

14.1 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 XV
Payments By Developer

15.1 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.

15.2 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 XVI
Miscellaneous

16.1 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.

16.2 This Agreement is in recordable form, and the Developer agrees that upon execution of this Agreement, Developer will register this Agreement with the Registrar of Titles of Ramsey County and provide evidence of such registration to the City.

16.3 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 XI.

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

NORTH OAKS COMPANY, LLC

By_____
Richard E. Leonard
Its President

CITY OF NORTH OAKS

By_____
Seth M. Colton
Its Mayor

and

By_____
Nancy P. Rozycki
Its City Clerk

This Instrument Drafted By:

LEONARD, O'BRIEN,
WILFORD, SPENCER & GALE, LTD.
Attorneys at Law (TN3)
800 Norwest Center
55 East Fifth Street
St. Paul, MN 55101
(612) 227-9505

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by Richard E. Leonard, as President of North Oaks Company, LLC, a Minnesota limited liability company, for and on behalf of the company.

_____
Notary Public

Notarial Stamp or Seal (or other title or rank)

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by Seth M. Colton, the Mayor of the City of North Oaks, a municipal corporation, for and on behalf of the municipal corporation.

_____
Notary Public

Notarial Stamp or Seal (or other title or rank)

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by Nancy P. Rozycki, the City Clerk of the City of North Oaks, a municipal corporation, for and on behalf of the municipal corporation.

_____
Notary Public

Notarial Stamp or Seal (or other title or rank)

EXHIBIT "A"

PLANS AND SPECIFICATIONS

Item:

1.

EXHIBIT "B"

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

EXHIBIT E

OPEN SPACE EASEMENTS

E-1 Conservancy Land

E-2 Agricultural Land

E-3 Agricultural Land Allowable Building Area

OPEN SPACE EASEMENT AGREEMENT
Conservancy Land

THIS EASEMENT AGREEMENT, made this _____ day of _____, 1999, by and between and among North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), North Oaks Home Owners' Association, Inc., a Minnesota non-profit corporation ("NOHOA"), and the City of North Oaks, a Minnesota municipal corporation (the "City").

RECITALS

1. The Company is the owner in fee simple of the real property depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the real property depicted on Exhibit A is hereinafter referred to as the "Open Space Area").

2. The Open Space Area is located within the City.

3. NOHOA is a home owners' association made up of owners of residential lots originally purchased from the Company within the City.

4. The Company, NOHOA and the City wish to enter into an Easement Agreement which will grant to NOHOA and the City an easement for "Open Space Purposes" (as hereinafter defined) in, on, and over the Open Space Area.

AGREEMENTS

In consideration of the initial approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks, and partially in satisfaction of the dedication requirements of Minn. Stat. Section 462.358, subd. 2b, and City's Subdivision Ordinance No. 93, the Company, NOHOA, and the City agree as follows:

1. The Company hereby grants, bargains, sells and conveys to NOHOA and the City and their successors and assigns, a non-possessory easement for Open Space Purposes in, on and over

the Open Space Area ("this Open Space Easement"), and NOHOA and the City hereby accept for Open Space Purposes this Open Space Easement.

2. The term "Open Space Purposes" means that the Open Space Area shall be owned, preserved and maintained by the Company in its predominant natural and scenic condition to protect its inherent natural characteristics and unique biological elements subject to the right of the Company to enjoy and conduct only the following uses (subject to the limitations noted) listed herein consistent with the Goals and Objectives for the Open Space Area stated in Section 3:

A. Uses and buildings and other man-made structures on and within the Open Space Area shall be permitted and limited as follows:

1. Environmental studies related to ecology, habitat, arboriculture, wildlife management, forest management and related fields shall be permitted.

2. Passive recreation, including non-motorized travel on trails shall be permitted.

3. Tree Nursery: There is an existing tree nursery approximately six acres in size within the Open Space Area. This nursery is located on the west side of Wilkinson Lake. The entire nursery is enclosed with an eight foot wire mesh fence. Some of the nursery stock may be relocated to other areas in the City, some will be allowed to remain and reach maturity. Mowing and tree trimming will continue to be conducted throughout portions of this nursery.

4. Enclosures: There are several fenced enclosures throughout the Open Space Area, which are permitted. These enclosures are meant to keep the resident deer herd from damaging the trees contained within the enclosures. Some of the enclosures will be removed at the Company's discretion and others will be maintained as is indefinitely. The Company retains the right to erect and dismantle such protective enclosures as it deems necessary, but these will not inhibit access to the Trail Easements granted to NOHOA within the Open Space Area.

5. Wilkinson Lake Control Structure/Fish Barrier: The outlet to Wilkinson Lake contains a control structure with a built in fish barrier. The stainless steel and cement structure is approximately 84 feet in length and 15 feet in width. There are 25 foot wing walls on either

side of the structure on the Wilkinson Lake end of the structure. The structure contains eight adjustable weirs. The entire exposed portion of the structure has a steel grate observation deck with fenced rail perimeter.

The primary purposes of the structure are to stabilize the water levels in Wilkinson Lake and prevent rough fish from entering the Lake. This in turn provides for better habitat for waterfowl and other wildlife and plant life in the Wilkinson Lake basin. Water levels are manipulated to enhance the overall productivity of the basin. The Company retains the right to manipulate water levels for the improvement of habitat conditions, subject to federal, state or local regulations. The Board of Commissioners of the City of Saint Paul have a contractual right to maintain the structure.

6. Gates: There are five gates in the Open Space Area. These gates have been used to restrict access to the Open Space Area and other property owned by the Company. The Company retains the right to maintain these gates as well as erect others as conditions warrant, provided that such gates will not prevent access to the Trail Easements granted to NOHOA within the Open Space Area except on such days as the trails are permitted to be closed pursuant to the terms of the Trail Easements.

7. Roads: The Open Space Area contains several forest management roads. The forest management roads are integral to maintaining the health of the forest. These roads are permitted and will continue to be maintained and used by the Company when necessary to perform management activities. The Company may use motorized equipment to maintain these roads.

8. Fences: There are currently many areas that are fenced to keep people from walking through restricted areas. Most of these fences are beside the gates and help prevent trespassers from simply walking around the gates. There are also many old livestock fences scattered throughout the Open Space Area. These fences may be removed or left standing by the Company, at the Company's discretion.

9. Culverts: Many culverts exist throughout the Open Space Area. The Company retains the right to maintain these as well as to add others where they deem necessary, as allowed or required by state, federal, or county laws, ordinances or regulations regarding water quality, water quantity and surface or groundwater management.

10. St. Paul Water Utility: The St. Paul Water Utility has the right to enter the Open Space Area to monitor the water quality and flow rate, as well as to conduct maintenance activities deemed necessary to improve the water supply for which it is responsible. The St. Paul Water Utility shall retain all rights it possesses at the time this Open Space Easement is executed.

11. Restoration is permitted as follows:

    a. Use legal means to control or eliminate obnoxious weeds and non-native species of plants, such as European buckthorn and purple loosestrife. To prevent subsequent deterioration of restored sites, native plants may be introduced to such sites.

    b. Use controlled burning or approved chemicals for the purpose of restoring native ecosystems on sites appropriate for same.

    c. Alter waterways, wetlands and lakeshore for the purpose of enhancing wildlife habitat, nesting cover for birds, water habitat for native fish, and other biological purposes; such alteration may include the use of heavy equipment, chain saws, and similar equipment to create or change existing conditions.

12. Maintenance is permitted as follows:

    a. Cut wood and remove timber as part of a forest management program, subject to the limitations set forth, as follows:

       Except for emergency purposes such as fire control or disease prevention or for those trees which are dead, diseased or significantly damaged, no tree cutting shall occur within 150 feet of an existing lot or developable parcel or a proposed lot within a Development Site. Elsewhere, wood cutting and tree removal shall be limited to diseased, dead or significantly damaged trees or that which is reasonably necessary for disease prevention and non-native species eradication. Other tree cutting and removal may occur for flora and fauna habitat enhancement with the prior written consent of the President of NOHOA and the City Forester, which consent may not be unreasonably withheld. The decision regarding whether such consent is granted or withheld shall be provided by the President of NOHOA or the City Forester to the Company in writing within thirty (30) days after receipt by City Forester and the President of NOHOA of a written request from the Company requesting such consent. If the President of

NOHOA and the City Forester do not respond to the Company's written request within thirty (30) days as required above, then such consent shall be deemed to be granted. Nothing herein shall be deemed to grant the Company the right to cut wood and remove timber in violation of the provisions of the City's Shoreland Ordinance No. 84.

b. Construct and maintain roads and trails for access to wildlife areas, passive recreation areas, and scenic vistas.

c. Alter and/or maintain waterways to improve, maintain and protect stream corridors for water quality and wildlife habitat purposes.

d. Construct and maintain observation platforms at points of interest or scenic overlooks for recreational or research purposes.

e. Place nesting structures for wildlife, such as wood duck boxes, goose platforms, duck nesting structures, bluebird houses and bat houses.

f. Place signs throughout area for instructional, identification and directional purposes except that no perimeter signs may be installed on or visible from public streets, except those forbidding entry as may be advisable from time to time.

g. Activities to maintain oak savanna and other forest-related maintenance, including controlling deer herd and other wildlife or plant populations that threaten native or desired species.

13. Amplified Sound: No amplified sound systems, except for wildlife census purposes, may be used within the Open Space Area.

14. Lighting: There shall be no lighting within the Open Space Area.

15. Research: It is the Company's intention to continue its present research activities and expand on these activities throughout the Open Space Area. Research will be conducted by Company's staff and/or outside research groups that have been approved by Company's staff. The research activities that may take place shall be consistent with the Goals and Objectives for the Open Space Area and may include but not be limited to the following:

a. Bird Banding: Trapping birds through the use of mist nets and banding them with approved USFWS bands. These activities can take place all year round with the most active periods being spring and fall. Bird "lanes" will be maintained for the mist nets to be placed in. This will require some tree and shrub trimming as well as mowing of undergrowth.

b. Censusing: Both flora and fauna will be inventoried throughout the Open Space Area. These inventories will be conducted primarily by foot traffic; however, enclosures and traps of various types may be used for inventory and research purposes.

c. Canopy Study: Canopy studies are foreseen in the future on the Open Space Area. In order to accomplish this, some structures may be placed in this area to gain access to the canopy to be studied. Large equipment may also be required to install these structures.

d. Wetland Research: The Open Space Area contains significant wetland resources. Invertebrate sampling, water quality and plant diversity are areas of research that may be conducted. These activities will be allowed as well as the necessary equipment that goes with these studies.

e. All other research which the Company considers desirable, will be permitted as long as these activities do not pose a significant risk to the Goals and Objectives for the Open Space Area.

16. All uses and activities above-listed are permissive, not mandatory upon the Company.

3. Goals and Objectives for the Open Space Area. The purpose in granting this Open Space Easement is to protect certain conservation values and to maintain the Open Space Area as a self-sustaining educational and research resource for future generations, within the confines of a coherent management plan. Limited access by private invitees of the Company will be integral to the achievement of these purposes. Use, restoration and preservation of the Open Space Area will be governed by a practical compromise between protecting the resources of the property with its environmental and ecological characteristics, and allowing for renovations to restore the health of the

forest, animal and plant populations, stream corridors, wetlands, and water bodies. Scenic vistas and viewshed enhancements are an important objective. Overall, there will be great attention given to balancing disturbances (both human and natural) with the land's natural integrity. Given this approach and the intended perpetual nature of this Open Space Easement and related documents, management methods will be constantly evaluated as to their effectiveness, and new technologies and methods will be considered for their relative usefulness as time goes on.

4. This Agreement does not grant to NOHOA or to the City, or to anyone claiming through NOHOA or through the City, the right to enter upon the Open Space Area, except as provided in those certain Primary Trail Easements between the Company and NOHOA, and that certain Restricted Trail Easement between the Company and NOHOA (the "Trail Easements") whether registered before or after this Open Space Easement Agreement, and as provided in Section 11 below.

5. Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may enter into and upon the Open Space Area consistent with the Goals and Objectives for the Open Space Area as invitees of the Company without advance consent. Numbers in excess of fifty (50) people per day and all persons invited to enter into and upon the Open Space Area for reasons other than those listed in this paragraph are permitted to enter only upon the advance written consent of the President of NOHOA.

6. The Company specifically covenants that no structure shall be constructed, erected or placed upon or above and no use shall be made of the Open Space Area which is inconsistent with preserving the Open Space Area in its predominant natural and scenic condition except those structures and uses specifically permitted and listed at Section 2A above.

7. The Company may, notwithstanding anything else herein to the contrary, install and maintain underground utilities through the Open Space Area to serve Development Site D as

described in that certain Planned Unit Development Agreement for the East Oaks Project between and among the Company, the City and NOHOA as reasonably necessary to provide utilities to such Development Site. Any and all utility lines shall be located within reasonable proximity of each other and be installed so as to minimize long term environmental impact on the Open Space Area.

8. Nothing herein shall limit the right of the City to regulate uses and activities upon or above the Open Space Area through zoning and other ordinances, as the same may be amended from time to time, except to the extent that such ordinances conflict with the uses and activities reserved to the Company pursuant to this Open Space Easement.

9. This Open Space Easement shall run with the land referred to herein as the Open Space Area and is perpetual.

10. This Open Space Easement may be amended or terminated only by a written amendment to this Open Space Agreement, executed on behalf of the Company, NOHOA, and the City. In addition, the City reserves the right to permit the Company to conduct any activity not permitted herein without the consent of NOHOA; such decision by the City is hereby deemed to be a legislative act.

11. The Company, its successors and assigns, hereby grants and conveys to the City, its successors and assigns, the right to designate an official (the "Open Space Inspector") to enter or to authorize others to enter upon the Open Space Area at reasonable times after advance notice to the Company for purposes of inspection and enforcement of the covenants contained herein. This Open Space Easement is enforceable only by the governing body of the City, the Company, or NOHOA, and no other person or third party may claim or assert any rights pursuant to or under this Open Space Easement, as either a direct or third party beneficiary.

12. This Open Space Easement is assignable by any party, but shall be binding on successors and assigns of the parties.

NORTH OAKS COMPANY, LLC

By_____
Its_____

By_____
Its_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By_____
Its_____

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its Mayor

By_____
Its Clerk

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the Mayor and Clerk, respectively, of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

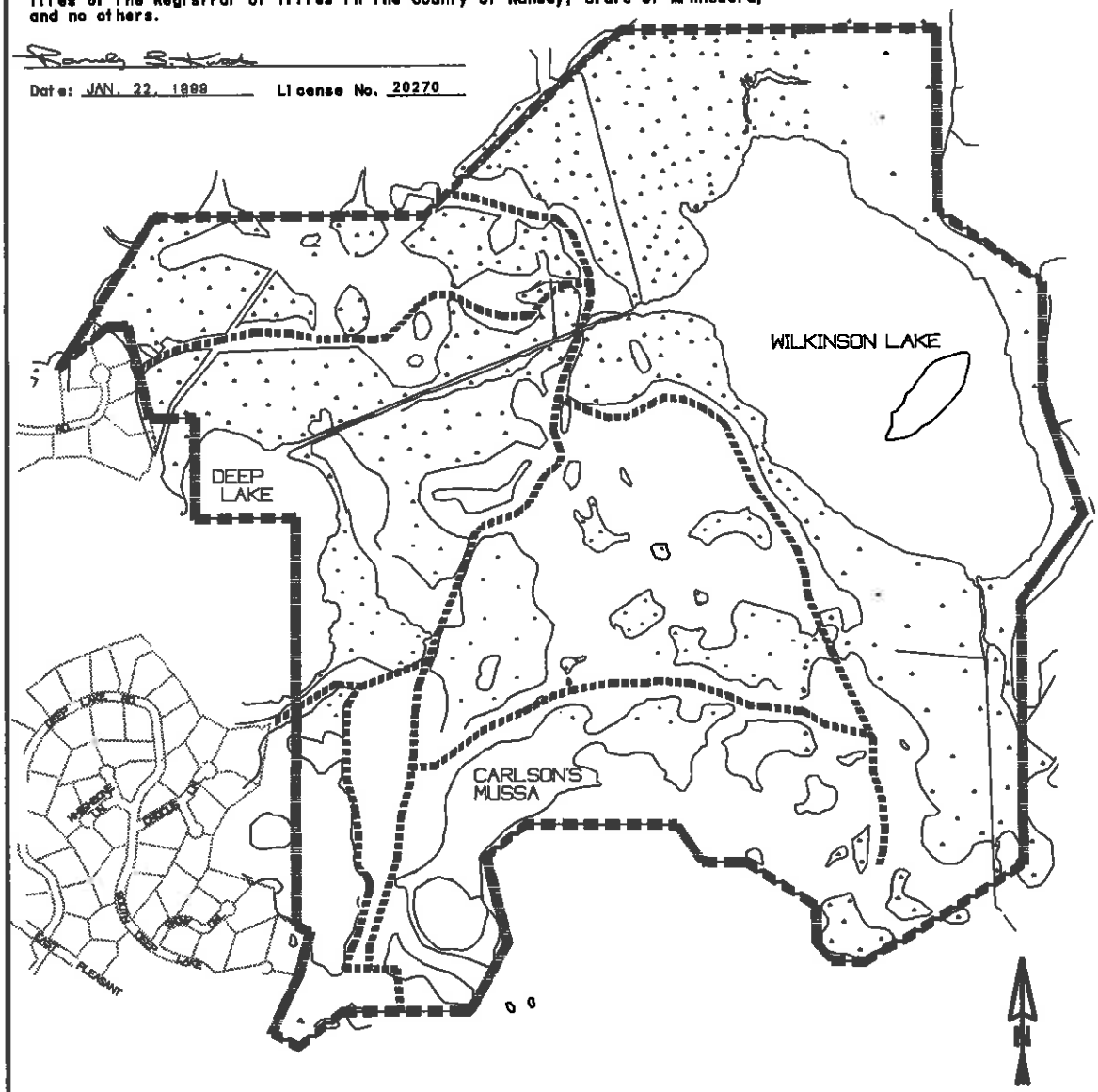
EXHIBIT A

OPEN SPACE AREA
Conservancy Land
Real Property Depiction

EXHIBIT E1A
CONSERVANCY LAND
FEBRUARY 11, 1999

CONSERVANCY LAND
I hereby certify to the City of North Oaks that this Plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota, and that the areas depicted as Conservancy Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 235548, 235559, 235560, 235562, 238832, 299889, 299890, 299891, 299892, 299895, 299896, 299897, 299898, 299901, 311653, 311654, 367069, 367072, 381394, 381395, 381396, 381397, 381399 and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Date: JAN. 22, 1999 License No. 20270



CONSERVANCY BOUNDARY

FOREST MANAGEMENT ROADS AND WALKING TRAILS

0 250 500 750 1000 1250

NMPEXE1R - KSI - 1/22/99

OPEN SPACE EASEMENT AGREEMENT
Agricultural Land

THIS EASEMENT AGREEMENT, made this _____ day of _____, 1999, by and between and among North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), North Oaks Home Owners' Association, Inc., a Minnesota non-profit corporation ("NOHOA"), and the City of North Oaks, a Minnesota municipal corporation (the "City").

RECITALS

1. The Company is the owner in fee simple of the real property depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the real property depicted on Exhibit A is hereinafter referred to as the "Open Space Area").

2. The Open Space Area is located within the City.

3. NOHOA is a home owners' association made up of owners of residential lots originally purchased from the Company within the City.

4. The Company, NOHOA and the City wish to enter into an Easement Agreement which will grant to NOHOA and the City an easement for "Open Space Purposes" (as hereinafter defined) in, on, and over the Open Space Area.

AGREEMENTS

In consideration of the initial approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks, and partially in satisfaction of the dedication requirements of Minn. Stat. Section 462.358, subd. 2b, and City's Subdivision Ordinance No. 93, the Company, NOHOA, and the City agree as follows:

1. The Company hereby grants, bargains, sells and conveys to NOHOA and the City and their successors and assigns, a non-possessory easement for Open Space Purposes in, on and over

the Open Space Area ("this Open Space Easement"), and NOHOA and the City hereby accept for Open Space Purposes this Open Space Easement.

2. The Open Space Area is composed of upland areas of open hay and crop fields with mixed plantings of evergreen, hardwood and oak savannah as well as some wetland areas. The term "Open Space Purposes" means that the Open Space Area shall be owned, preserved and maintained by the Company in its predominant natural, scenic and agricultural condition to protect its inherent natural/agricultural characteristics subject to the right of the Company to enjoy and conduct only the following uses (subject to the limitations noted) listed herein consistent with the Goals and Objectives for the Open Space Area stated in Section 3:

A. Uses and buildings and other man-made structures on and within the Open Space Area shall be permitted and limited as follows:

1. The raising and husbandry of deer shall be permitted.

2. Horticulture and possibly the conduct of community-supported agriculture shall be permitted. One (1) greenhouse may be constructed in conjunction with the horticultural use. The greenhouse may not be constructed unless the City Council has by conditional use permit approved it.

3. Tree Nursery: There are existing tree nurseries within the Open Space Area, which shall be permitted. The largest nursery is located to the west side of the main Hill/Harpur house. The nurseries are enclosed with an eight foot wire mesh fence. Some of the nursery stock will be relocated to other areas in the City, some will be allowed to remain and reach maturity. New stock may be brought in to replace that which is relocated. Mowing and tree trimming will continue to be conducted throughout portions of this nursery.

4. Enclosures: There are several fenced enclosures throughout the Open Space Area, which are permitted. These enclosures are meant to keep the resident deer herd from damaging the trees contained within the enclosures. Some of the enclosures will be removed at the Company's discretion and others will be maintained as is indefinitely. The Company retains the right to erect and dismantle such protective enclosures, additional fences, or corrals as it deems necessary, but

these will not inhibit access to the Trail Easements granted to NOHOA within the Open Space Area.

5. Gates: Gates prohibiting access to areas of the farm exist on the Open Space Area. One gate is located at the main entrance off Centerville Road and the other is just west of the driveway to the main house. The Company retains the right to maintain these gates as well as to erect others provided that such gates will not prevent access to the Trail Easements granted to NOHOA except on days when the trails are closed pursuant to the terms of the Trail Easements.

6. Roads: The Open Space Area contains several gravel roads that are used to access various parts of the farm which shall be permitted. These roads are and will be maintained by grading and adding of material as necessary. Motorized vehicular use of the roads by Company vehicles will occur.

7. Ditches: There are several ditches running through the Open Space Area. These ditches carry runoff from a large area to the south and east as well as the outflow from Black Lake. These ditches are permitted and will be maintained through dredging.

8. Culverts: Many culverts exist throughout the Open Space Area and are permitted. The Company retains the right to maintain these as well as to add others where the Company deems necessary, as allowed or required by state, federal, or county laws, ordinances, or regulations regarding water quality, water quantity and surface and groundwater management.

9. Farm Fields: All of the Open Space Area is and will be used for pasture and crops (forage and grain) and horticulture.

10. St. Paul Water Utility: The St. Paul Water Utility has the right to enter the Open Space Area to monitor the water quality and flow rate, as well as to conduct maintenance activities deemed necessary to improve the water supply for which it is responsible. It shall retain all such rights.

11. Maintenance is permitted as follows:

    a. Continue agricultural and horticultural uses with low impact cultivation practices and soil enrichment through select nitrogen-fixing vegetation planting.

b. Plant, cultivate, manage (including use of herbicides and pesticides) and harvest agricultural and horticultural crops. Use of herbicides and pesticides shall comply with all state, federal, and local laws, regulations, and ordinances, including those of the City.

c. Construct and maintain roads and trails for access to agricultural and horticultural areas.

d. Place nesting structures for wildlife, such as wood duck boxes, goose platforms, duck nesting structures, bluebird houses, and bat houses.

e. Place signs throughout area for instructional, identification and directional purposes except that no perimeter signs may be installed on or visible from public streets, except those perimeter signs forbidding entry which may be advisable from time to time.

f. Construct and maintain parking facilities reasonably necessary for access to trailheads and other approved uses, subject to the limitations with respect to lighting set forth below.

g. Construct and maintain new tree nurseries for the purpose of providing stock to be used within the City or on adjacent nearby Company-owned land.

12. Amplified Sound: No amplified sound systems, except for wildlife census purposes, may be used within the Open Space Area.

13. Lighting: Other than security lighting, there shall be no lighting of trails or parking areas, if any, within the Open Space Area.

14. Research and Activities: It is the Company's intention to continue its present agricultural research activities and expand on these activities throughout the Open Space Area. Research will be conducted by Company staff and/or outside research groups that have been approved by the Company. A broad range of agricultural research is a possibility.

The agricultural and agricultural research activities that may take place shall be consistent with the Goals and Objectives for the Open Space Area and may include but not be limited to the following:

a. Deer and Horse Farming: The Company may raise deer as a marketable product or for research purposes. This use may require the construction of no more than two (2) roofed animal handling facilities which shall not exceed dimensions of fifty (50) by fifty (50) feet. High fences may also be erected for purposes of livestock enclosure. This activity may extend to studies and activities with respect to the wild deer residing in the area. The raising of horses is also possible. The numbers of such deer and horses shall not exceed four (4) deer or one (1) horse per acre, and such stock shall be separated by fencing from trails, if any, in the Open Space Area.

b. Other species (not hogs) may be raised only after issuance by the City of a conditional use permit for the use.

c. Haying and Crops: Hay may be grown and cut throughout the Open Space Area for purposes of livestock feed or sale. Various crops may be grown on the Open Space Area.

d. On-site sale of agricultural products or livestock may occur only by Company invitation, not public advertisement.

e. All other research which the Company considers desirable will be permitted as long as these activities do not pose a significant risk to the Goals and Objectives of the Open Space Area.

15. Buildings: Other than the greenhouse and animal handling facilities described in Sections 2.A.2 and 2.A.14.a, no buildings shall be constructed.

16. All uses and activities above-listed are permissive, not mandatory upon the Company.

3. Goals and Objectives for the Open Space Area. The purpose in granting this Open Space Easement is to protect, preserve, maintain, and enhance the natural environment and agricultural characteristics presently existing, and to maintain the area as an active self-sustaining, research-oriented farm. Research of farming techniques and husbandry are part of farming operations. This agricultural use and agricultural research has been in operation on the Open Space Area for more than 110 years and this Open Space Easement is a mechanism to assure its continuance

and prevent urban development. Given this history and objectives, and the intended perpetual nature of this Open Space Easement and related documents, management methods will be constantly evaluated as to their effectiveness, and new technologies and methods will be considered for their relative usefulness as time goes on.

4. This Agreement does not grant to NOHOA or the City or to anyone claiming through NOHOA or through the City the right to enter upon the Open Space Area, except as provided in those certain Primary Trail Easements between the Company and NOHOA, and that certain Restricted Trail Easement between the Company and NOHOA (the "Trail Easements") whether registered before or after this Open Space Easement Agreement, and as provided in Section 11 below.

5. Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may enter into and upon the Open Space Area consistent with the Goals and Objectives for the Open Space Area as invitees of the Company without advance consent. Numbers in excess of fifty (50) people per day and all persons invited to enter into and upon the Open Space Area for reasons other than those listed in this paragraph are permitted to enter only upon the advance written consent of the President of NOHOA.

6. The Company specifically covenants that no structure shall be constructed, erected or placed upon or above and no use shall be made of the Open Space Area which is inconsistent with preserving the Open Space Area in its predominant natural, scenic and agricultural condition except those structures and uses specifically permitted and listed at Section 2A above.

7. The Company may, notwithstanding anything herein to the contrary, use and grant easements over a portion of the existing driveway to the Hill/Harpur residence and an existing farm road, located approximately 1,100 feet westerly of Centerville Road, for ingress and egress to

Development Site F, as described in that certain Planned Unit Development Agreement for the East Oaks Project between and among the Company, the City, and NOHOA from Centerville Road.

8. Nothing herein shall limit the right of the City to regulate uses and activities upon or above the Open Space Area through zoning and other ordinances, as the same may be amended from time to time, except to the extent that such ordinances conflict with the uses and activities reserved to the Company pursuant to this Open Space Easement.

9. This Open Space Easement shall run with the land referred to herein as the Open Space Area and is perpetual.

10. This Open Space Easement may be amended or terminated only by a written amendment to this Open Space Agreement, executed on behalf of the Company, NOHOA, and the City. In addition, the City reserves the right to permit the Company to conduct any activity not permitted herein without the consent of NOHOA; such decision by the City is hereby deemed to be a legislative act.

11. The Company, its successors and assigns, hereby grants and conveys to the City, its successors and assigns, the right to designate an official (the "Open Space Inspector") to enter or to authorize others to enter upon the Open Space Area at reasonable times after advance notice to the Company for purposes of inspection and enforcement of the covenants contained herein. This Open Space Easement is enforceable only by the governing body of the City, the Company, or NOHOA, and no other person or third party may claim or assert any rights pursuant to or under this Open Space Easement, as either a direct or third party beneficiary.

NORTH OAKS COMPANY, LLC

By_____
Its_____

By_____
Its_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By_____
Its_____

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its Mayor

By_____
Its Clerk

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the Mayor and Clerk, respectively, of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

EXHIBIT A

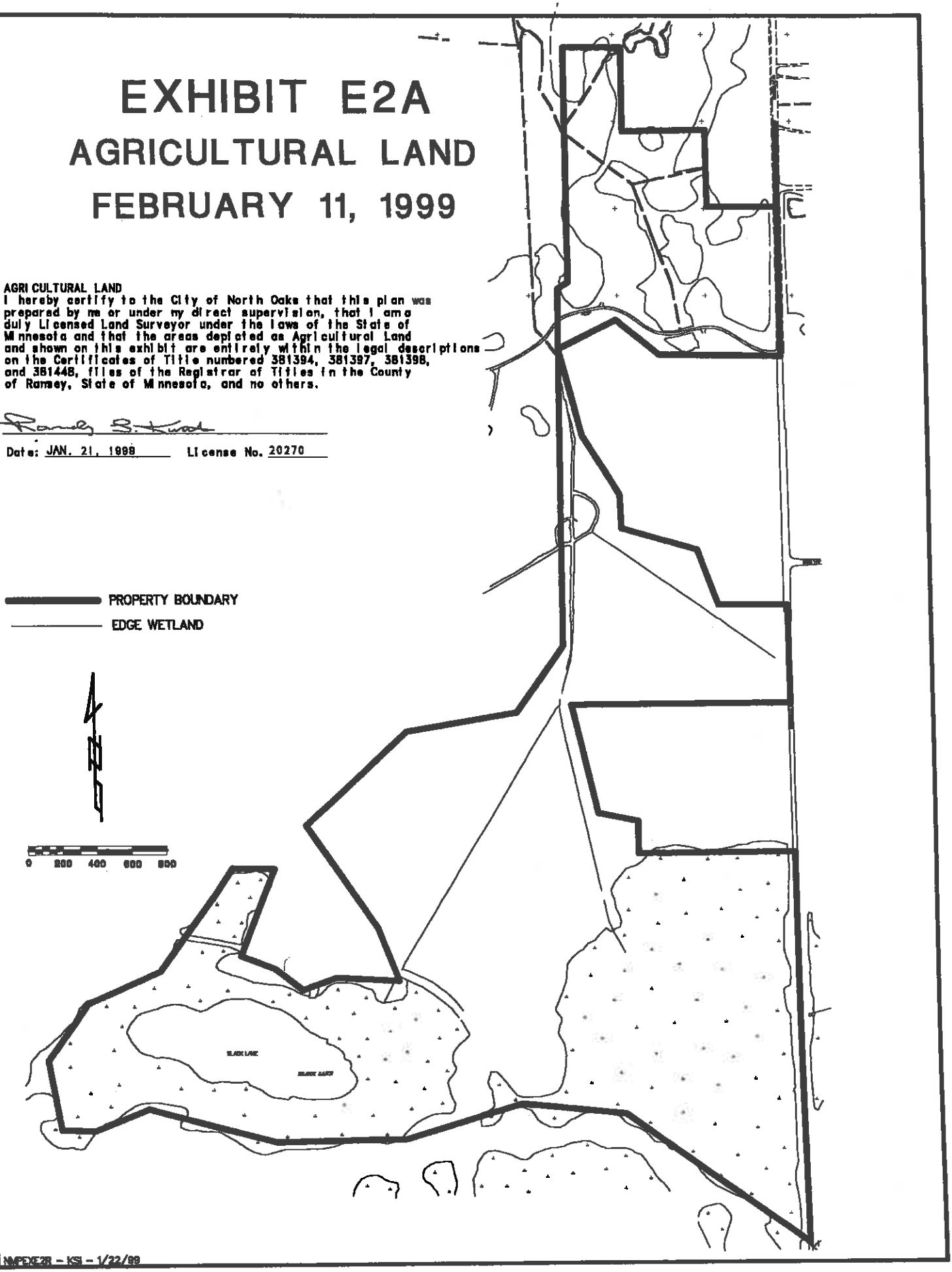
OPEN SPACE AREA
Agricultural Land
Real Property Depiction

EXHIBIT E2A
AGRICULTURAL LAND
FEBRUARY 11, 1999

AGRICULTURAL LAND
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 381394, 381397, 381398, and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Randy S. Kurtz

Date: JAN. 21, 1999 License No. 20270



NMPEXE2R - KSI - 1/22/99

OPEN SPACE EASEMENT AGREEMENT
Agricultural Land Allowable Building Area

THIS EASEMENT AGREEMENT, made this _____ day of _____, 1999, by and between and among North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), North Oaks Home Owners' Association, Inc., a Minnesota non-profit corporation ("NOHOA"), and the City of North Oaks, a Minnesota municipal corporation (the "City").

RECITALS

1. The Company is the owner in fee simple of the real property depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the real property depicted on Exhibit A is hereinafter referred to as the "Open Space Area").

2. The Open Space Area is located within the City.

3. NOHOA is a home owners' association made up of owners of residential lots originally purchased from the Company within the City.

4. The Company, NOHOA and the City wish to enter into an Easement Agreement which will grant to NOHOA and the City an easement for "Open Space Purposes" (as hereinafter defined) in, on, and over the Open Space Area.

AGREEMENTS

In consideration of the initial approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks, and partially in satisfaction of the dedication requirements of Minn. Stat. Section 462.358, subd. 2b, and City's Subdivision Ordinance No. 93, the Company, NOHOA, and the City agree as follows:

1. The Company hereby grants, bargains, sells and conveys to NOHOA and the City and their successors and assigns, a non-possessory easement for Open Space Purposes in, on and over

the Open Space Area ("this Open Space Easement"), and NOHOA and the City hereby accept for Open Space Purposes this Open Space Easement.

2. The Open Space Area is composed of upland areas of open hay and crop fields with mixed plantings of evergreen, hardwood and oak savannah as well as some wetland areas and currently contains a single family residential house (the Hill/Harpur residence) and storage shed; a small single family residential house currently used as the Company's planning office; a garage and shop building west of the planning office, with gas pumps and underground storage tanks for diesel fuel and gasoline to supply farm equipment; animal sheds; hay storage and machinery sheds. The term "Open Space Purposes" means that the Open Space Area shall be owned, preserved and maintained by the Company in its predominant natural, scenic and agricultural condition to protect its inherent natural/agricultural characteristics subject to the right of the Company to enjoy and conduct only the following uses (subject to the limitations noted) listed herein consistent with the Goals and Objectives for the Open Space Area stated in Section 3:

A. Uses and buildings and other man-made structures on and within the Open Space Area shall be permitted and limited as follows:

1. Agricultural and studies related to agriculture, ecology, habitat, arboriculture, forest management, wildlife biology and related fields shall be permitted.

2. Horticulture and possibly the conduct of community-supported agriculture shall be permitted.

3. Enclosures: There are several fenced enclosures throughout the Open Space Area, which shall be permitted. These enclosures are meant to keep the resident deer herd from damaging the trees contained within the enclosures. Some of the enclosures will be removed at the Company's discretion and others will be maintained as is indefinitely. The Company retains the right to erect and dismantle such protective enclosures, additional fences or corrals as it deems necessary, but these will not inhibit access to the Trail Easements granted to NOHOA within the Open Space Area.

4. Gates: Gates prohibiting access to areas of the farm exist on the Open Space Area. One gate is located at the main entrance off Centerville Road and the other is just west of the driveway to the main house. The Company retains the right to maintain these gates as well as to erect others, provided that such gates will not prevent access to the Trail Easements granted to NOHOA within the Open Space Area except on such days when the trails are closed pursuant to the terms of the Trail Easements.

5. Roads: The Open Space Area contains several gravel roads that are used to access various parts of the farm which shall be permitted. These roads are and will be maintained by grading and adding of material as necessary. Motorized vehicular use of the roads by Company vehicles will occur.

6. Ditches: There are several ditches running through the Open Space Area. These ditches carry runoff from a large area to the south and east as well as the outflow from Black Lake. These ditches are permitted and will be maintained through dredging.

7. Culverts: Many culverts exist throughout the Open Space Area. The Company retains the right to maintain or replace these as well as to add others where the Company deems necessary, as allowed or required by state, federal, or county laws, ordinances, or regulations regarding water quality, water quantity and surface and groundwater management.

8. Farm Fields: All of the Open Spaces Area may be used for pasture and crops (forage and grain) and horticulture.

9. St. Paul Water Utility: The St. Paul Water Utility has the right to enter the Open Space Area to monitor the water quality and flow rate, as well as to conduct maintenance activities deemed necessary to improve the water supply for which it is responsible. It shall retain all such rights.

10. Maintenance is permitted as follows:

    a. Continue agricultural and horticultural uses with low impact cultivation practices and soil enrichment through select nitrogen-fixing vegetation planting.

    b. Plant, cultivate, manage (including use of herbicides and pesticides) and harvest agricultural and horticultural crops. Use of herbicides and pesticides shall comply with all state,

federal, and local laws, regulations, and ordinances, including those of the City.

c. Construct and maintain roads and trails for access to agricultural and horticultural areas.

d. Construct and maintain parking facilities reasonably necessary for access to trailheads and other approved uses, subject to the limitations with respect to lighting set forth below.

e. Construct and maintain shelters and observation platforms at points of interest or scenic overlooks for recreational or research purposes. Trail shelters shall not exceed 10 feet by 20 feet in dimension.

f. Place nesting structures for wildlife, such as wood duck boxes, goose platforms, duck nesting structures, bluebird houses, and bat houses.

g. Place signs throughout area for instructional, identification and directional purposes except that no perimeter signs may be installed on or visible from public streets, except those perimeter signs forbidding entry which may be advisable from time to time.

h. Construct and maintain new tree nurseries for the purpose of providing stock to be used within the City or on adjacent nearby Company-owned land.

11. Amplified Sound: No amplified sound systems, except for wildlife census purposes, may be used within the Open Space Area.

12. Lighting: Other than security lighting, there shall be no lighting of trails or parking areas, if any, within the Open Space Area.

13. Research and Activities: It is the Company's intention to continue its present agricultural research activities and expand on these activities throughout the Open Space Area. Research will be conducted by Company staff and/or outside research groups that have been approved by the Company. A broad range of agricultural research is a possibility.

The agricultural and agricultural research activities that may take place may include but not be limited to the following:

a. Deer and Horse Farming: The Company may raise deer as a marketable product or for research purposes. This use may require construction of no more than two (2) roofed animal handling facilities which shall not exceed dimensions of fifty (50) by fifty (50) feet. High fences may also be erected for purposes of livestock enclosure. This activity may extend to studies and activities with respect to the wild deer residing in the area. The raising of horses is also possible. The numbers of such deer and horses shall not exceed four (4) deer or one(1) horse per acre, and such stock shall be separated by fencing from trails in the Open Space Area.

b. Other species (not hogs) may be raised only after issuance by the City of a conditional use permit for the use.

c. Haying and Crops: Hay may be grown and cut throughout the Open Space Area for purposes of livestock feed or sale. Various crops may be grown on the Open Space Area.

d. On-site sale of agricultural products or livestock may occur only by Company invitation, not public advertisement.

e. All other research which the Company considers desirable will be permitted as long as these activities do not pose a significant risk to the Goals and Objectives of the Open Space Area.

14. Buildings and Structures are permitted and limited as follows:

- Two (2) residential dwellings including the existing Hill/Harpur residence (existing, or comparably sized replacements thereof);
- agricultural buildings and structures;
- field offices;
- research facilities;
- interpretive/conference center with classroom facilities and dining facilities located therein but without overnight accommodations;
- if the Hill/Harpur residence ceases to be private residence, it can be operated as an overnight accommodation center only in conjunction with the general research and interpretation activities otherwise permitted in the Allowable Building Area; and
- administrative offices of the Company included within any of the foregoing.

Other than the two (2) residential dwellings, or the interpretive/conference center, no single new facility shall exceed 5,000 square feet, and neither shall the new facilities exceed 20,000 square feet in the aggregate. All new buildings, structures, and uses shall require the Company to apply for a conditional use permit in accordance with the City's Zoning Ordinance, Section 8.2, which conditional use permit shall be granted if the requirements set forth in such Ordinance Section are met and upon a determination that such structures and their uses are consistent with the Goals and Objectives for the Open Space Area.

Residential buildings shall comply with RSL-PUD performance standards set forth in the City's Zoning Ordinance, Section 7.6, and all other non-agricultural buildings shall comply with the performance standards set forth for commercial uses in the City's Zoning Ordinance, Section 7.14, as the same may be amended from time to time for the entire City.

15. All uses and activities above-listed are permissive, not mandatory upon the Company.

3. Goals and Objectives for the Open Space Area. The purpose in granting this Open Space Easement is to protect, preserve, maintain, and enhance the natural environment, residential, and agricultural characteristics presently existing, and to maintain the area as an active economically viable farm. Research of farming techniques and husbandry are part of farming operations. This residential use, agricultural use, and agricultural research has been in operation on the Open Space Area for more than 110 years and this Open Space Easement is a mechanism to assure its continuance and prevent urban development. Given this history and objectives, and the intended perpetual nature of this Open Space Easement and related documents, management methods will be constantly evaluated as to their effectiveness, and new technologies and methods will be considered for their relative usefulness as time goes on.

4. This Agreement does not grant to NOHOA or the City or to anyone claiming through NOHOA or through the City the right to enter upon the Open Space Area, except as provided in

those certain Primary Trail Easements between the Company and NOHOA, and that certain Restricted Trail Easement between the Company and NOHOA (the "Trail Easements") whether registered before or after this Open Space Easement Agreement, and as provided in Section 9 below.

5. The Company specifically covenants that no structure shall be constructed, erected or placed upon or above and no use shall be made of the Open Space Area which is inconsistent with preserving the Open Space Area in its predominant natural, scenic, residential as limited in Section 2A.14, and agricultural condition except those structures and uses specifically permitted and listed at Section 2A above.

6. Nothing herein shall limit the right of the City to regulate uses and activities upon or above the Open Space Area through zoning and other ordinances, as the same may be amended from time to time, including ordinances regulating large assemblages, except to the extent that such ordinances conflict with the uses and activities specifically reserved to the Company pursuant to this Open Space Easement.

7. This Open Space Easement shall run with the land referred to herein as the Open Space Area and is perpetual.

8. This Open Space Easement may be amended or terminated only by a written amendment to this Open Space Agreement, executed on behalf of the Company, NOHOA, and the City. In addition, the City reserves the right to permit the Company to conduct any activity not permitted herein without the consent of NOHOA; such decision by the City is hereby deemed to be a legislative act.

9. The Company, its successors and assigns, hereby grants and conveys to the City, its successors and assigns, the right to designate an official (the "Open Space Inspector") to enter or to authorize others to enter upon the Open Space Area at reasonable times after advance notice to the Company for purposes of inspection and enforcement of the covenants contained herein. This Open

Space Easement is enforceable only by the governing body of the City, the Company, or NOHOA, and no other person or third party may claim or assert any rights pursuant to or under this Open Space Easement, as either a direct or third party beneficiary.

NORTH OAKS COMPANY, LLC

By_____
Its_____

By_____
Its_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By_____
Its_____

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its Mayor

By_____
Its Clerk

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the Mayor and Clerk, respectively, of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

EXHIBIT A

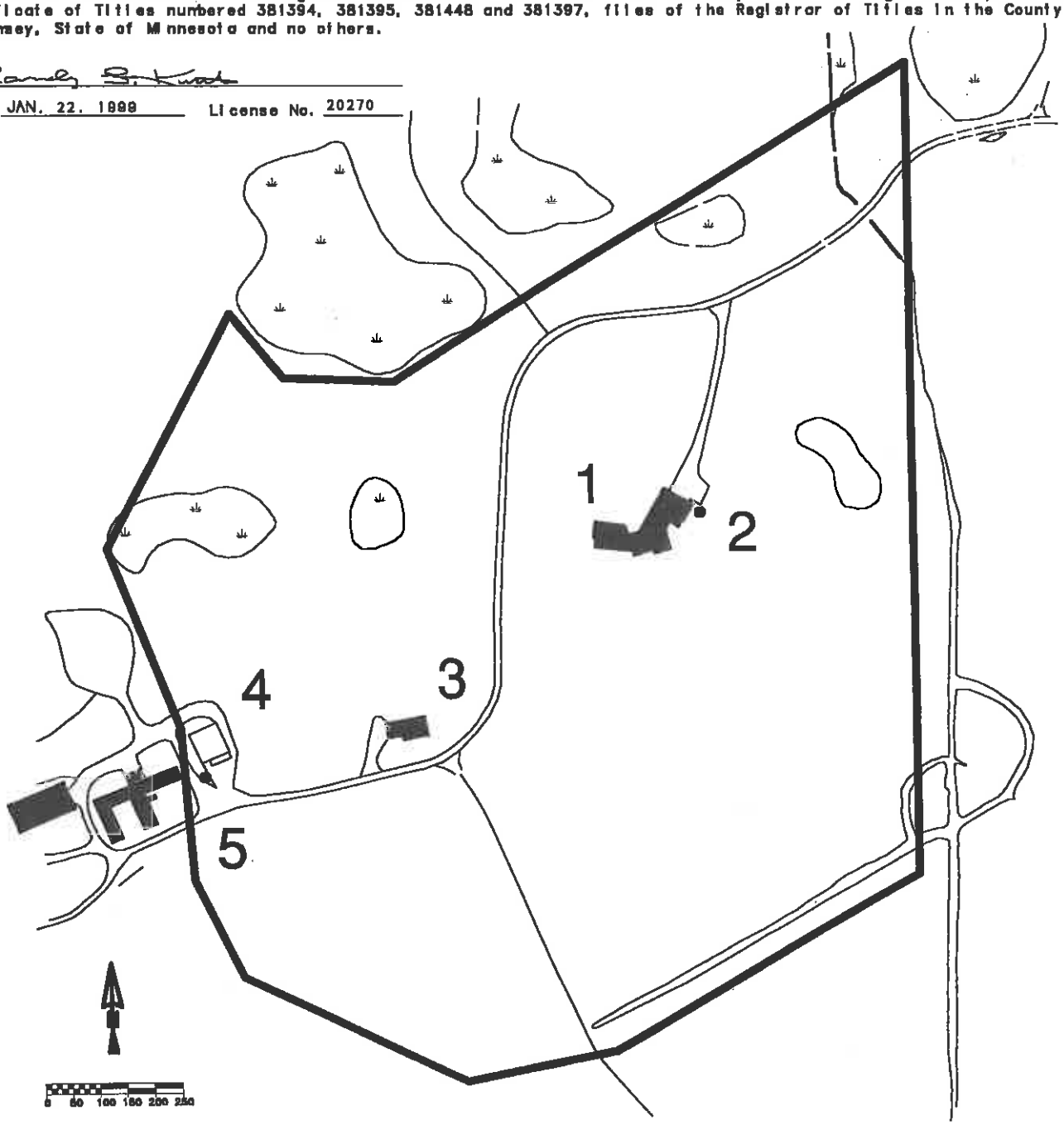
OPEN SPACE AREA
Agricultural Land Allowable Building Area
Real Property Depiction

EXHIBIT E3A
AGRICULTURAL LAND
ALLOWABLE BUILDING AREA
FEBRUARY 11, 1999

AGRICULTURAL AREA – ALLOWABLE BUILDING AREA
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land-Allowable Building Area and shown on this exhibit are entirely within the legal descriptions on the Certificate of Titles numbered 381394, 381395, 381448 and 381397, files of the Registrar of Titles in the County of Ramsey, State of Minnesota and no others.

Randy B. Kinde

Date: JAN. 22. 1999 License No. 20270



BOUNDARY BUILDABLE AREA

1 REFERENCE NUMBER

NMPEXE3R – KSI – 1/22/99

EXHIBIT F

TRAIL EASEMENTS

F-1 Primary Trail Easement

F-2 Restricted Trail Easement

PRIMARY TRAIL EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 1999, by and between **North Oaks Company, LLC**, a Minnesota limited liability company (the "Company"), and the **North Oaks Home Owners' Association**, a Minnesota non-profit corporation ("NOHOA").

The Company is the owner in fee simple of the real property legally described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Company Property").

NOHOA is an association of residential lot owners in the City of North Oaks (the "City") which maintains and operates a private road and trail system within the City for the benefit and use of its members.

The Company desires to grant to NOHOA an easement over part of the Company Property for the private use of NOHOA members as further set forth below.

NOW, THEREFORE, in consideration of the approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks and the covenants and agreements herein contained, the Company and NOHOA agree as follows.

1. The Company hereby grants, bargains, sells, and conveys to NOHOA, and its successors and assigns, an easement on, under, and across the primary trail easement ("Primary Trail Easement") which is legally described in Exhibit B attached hereto and depicted in Exhibit C attached hereto (the "Primary Trail Easement Area").

2. The Primary Trail Easement is hereby granted and accepted subject to the following terms and conditions.

a. The Primary Trail Easement shall be for the non-exclusive use of NOHOA members and their invitees and shall be subject to reasonable rules and regulations of NOHOA.

b. NOHOA and its successors and assigns assume the obligation of maintaining the Primary Trail Easement, such maintenance obligation to include, as necessary, the use of motorized maintenance vehicles. The Company reserves the right, but not the obligation, to conduct maintenance activities to the same extent.

c. No trash, waste, and other offensive materials shall be placed on or within the Primary Trail Easement, and no member of NOHOA shall have the right to place any structure, except for discreet trail signs, or any other object in the Primary Trail Easement Area.

d. The duration of the Primary Trail Easement is perpetual.

e. The Primary Trail Easement may be modified or terminated only by a written amendment to this Primary Trail Easement Agreement, executed on behalf of the Company and NOHOA.

f. The precise location, configuration, and width of the Primary Trail Easement may be altered due to topography, vegetation, wetlands, water bodies, erosion or erosion control, or changing conditions over time so long as a reasonably equivalent trail in the same general location serving the same or similar purpose is conveyed to NOHOA.

3. NOHOA shall control access to and use of the Primary Trail Easement. However, the Company reserves the right to grant access to and non-motorized use of the Primary Trail Easement to its invitees as follows: Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may use the Primary Trail Easement as invitees of the Company without advance consent. In addition, and without numerical or purpose limitation, Company invitee may include owners of dwelling units constructed on land currently owned by the Company outside the City but sharing a common boundary with the City jurisdictional limit if such dwelling unit owners become members of NOHOA, but specifically excluding commercial lot purchasers or tenants. All persons other than those listed in this paragraph invited by the Company to use the Primary Trail Easement are permitted to enter only upon the advance written consent of the President of NOHOA.

4. This Primary Trail Easement may not be amended or terminated without the prior written consent of the City.

IN WITNESS WHEREOF, this Agreement is executed by the Company and NOHOA by their authorized officers.

NORTH OAKS COMPANY, LLC

By _____
Its _____

NORTH OAKS HOME OWNERS' ASSOCIATION

By _____
Its _____

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

EXHIBIT A

PRIMARY TRAILS

Certificate No. 190066
Tract "N", Registered Land Survey No. 167, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235548
Tract "A", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235559
Tract "L", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235560
Tract "M", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235562
Tract "R", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 238832
The Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4), Section eight (8), Township thirty (30), Range twenty-two (22) lying Northerly and Easterly of Registered Land Surveys No. 215 and 233, according to the Government Survey thereof.

Certificate No. 299885
Tract A, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299886
Tract B, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299887
Tract C, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299888
Tract D, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299889
Tract E, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299890
Tract F, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299891
Tract G, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299892
Tract H, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299895
Tract K, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299896
Tract L, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299897
Tract M, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299898
Tract N, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299901
Tract Q, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 311653
Tract K, Registered Land Survey No. 393, files of Registrar of Titles, County of Ramsey.

Certificate No. 311654
Tract L, Registered Land Survey No. 393, files of Registrar of Titles, County of Ramsey.

Certificate No. 367069
The Northwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 367072
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Northerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East, 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26

seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381394
The East Half of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381395
The Southwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381396
That part of the Southwest Quarter of Section 5, Township 30, Range 22, which lies Easterly and Southerly of Tract R, Registered Land Survey No 205.
and
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Southerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381397
The Northwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381398
The Southwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381399
The Southeast quarter of the Northwest quarter of Section 4, Township 30, Range 22.
and
That part of the Northeast quarter of the Northwest quarter lying Westerly of Centerville Road in Section 4, Township 30, Range 22.

Certificate No. 381422
That part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 30, Range 22, which lies northerly of Birch Lake Boulevard, and northerly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence on an assumed bearing of South 89 degrees, 37 minutes, 50 seconds West along the south line of said Southeast Quarter of the Northwest Quarter, 604.08 feet to the northerly right of way line of

the Minneapolis, St. Paul & Sault Ste. Marie Railroad, being the point of beginning of the line to be described; thence North 58 degrees, 25 minutes, 12 seconds East, 704.75 feet along said right of way line to the east line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

Certificate No. 381448
Tract Y, Registered Land Survey No. 532.

Certificate No. 500621
Tract K, Registered Land Survey No. 552.

EXHIBIT B

Restricted Trail Easement
Legal Description

RESTRICTED TRAIL EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 1999, by and between **North Oaks Company, LLC**, a Minnesota limited liability company (the "Company"), and the **North Oaks Home Owners' Association**, a Minnesota non-profit corporation ("NOHOA").

The Company is the owner in fee simple of the real property legally described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Company Property").

NOHOA is an association of residential lot owners in the City of North Oaks (the "City") which maintains and operates a private road and trail system within the City for the benefit and use of its members.

The Company desires to grant to NOHOA an easement over part of the Company Property for the private use of NOHOA members as further set forth below.

NOW, THEREFORE, in consideration of the approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks and the covenants and agreements herein contained, the Company and NOHOA agree as follows.

1. The Company hereby grants, bargains, sells, and conveys to NOHOA, and its successors and assigns, an easement on, under, and across the restricted trail easement ("Restricted Trail Easement") which is legally described in Exhibit B attached hereto and depicted in Exhibit C attached hereto (the "Restricted Trail Easement Area").

2. The Restricted Trail Easement is hereby granted and accepted subject to the following terms and conditions.

a. The Restricted Trail Easement shall be for the non-exclusive use of NOHOA members and shall be subject to reasonable rules and regulations of NOHOA.

b. NOHOA and its successors and assigns assume the obligation of maintaining the Restricted Trail Easement, such maintenance obligation to include, as necessary, the use of motorized maintenance vehicles. The Company reserves the right, but not the obligation, to conduct maintenance activities to the same extent.

c. No trash, waste, and other offensive materials shall be placed on or within the Restricted Trail Easement, and no member of NOHOA shall have the right to place any structure, except for discreet trail signs, or any other object in the Restricted Trail Easement Area.

d. The duration of the Restricted Trail Easement is perpetual.

e. The Restricted Trail Easement may be modified or terminated only by a written amendment to this Restricted Trail Easement Agreement, executed on behalf of the Company and NOHOA.

f. No dogs, cats, other pets, or motorized vehicles (except for construction and maintenance purposes) will be permitted on the Restricted Trail Easement.

g. The precise location, configuration, and width of the Restricted Trail Easement may be altered due to topography, vegetation, wetlands, water bodies, erosion or erosion control, or changing conditions over time so long as a reasonably equivalent trail in the same general location serving the same or similar purpose is conveyed to NOHOA.

3. NOHOA shall control access to and use of the Restricted Trail Easement. However, the Company reserves the right to grant access to and non-motorized use of the Restricted Trail Easement to its invitees as follows: Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may use the Restricted Trail Easement as invitees of the Company without advance consent. In addition, and without numerical or purpose limitation, Company invitees may include owners of dwelling units constructed on land currently owned by the Company outside the City but sharing a common boundary with the City jurisdictional limit if such dwelling unit owners become members of NOHOA, but specifically excluding commercial lot purchasers or tenants. All persons other than those listed in this paragraph invited by the Company to use the Restricted Trail Easement are permitted to enter only upon the advance written consent of the President of NOHOA.

The Company further retains the right to have its manager of the Company Property restrict or deny access to all or portions of the Restricted Trail Easement for construction, maintenance, bio-management reasons such as inventories, hatching or nesting seasons, botanical plantings, species protection or enhancement, or for other reasons consistent with the terms and conditions of said Open Space Easements, such restriction not to exceed thirty (30) days in any one (1) calendar year without the advance written consent of the President of NOHOA.

4. This Restricted Trail Easement may not be amended or terminated without the prior written consent of the City.

IN WITNESS WHEREOF, this Agreement is executed by the Company and NOHOA by their authorized officers.

NORTH OAKS COMPANY, LLC

By _____
Its _____

NORTH OAKS HOME OWNERS' ASSOCIATION

By _____
Its _____

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

EXHIBIT A

RESTRICTED TRAIL

Certificate No. 235562
Tract "R", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 238832
The Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4), Section eight (8), Township thirty (30), Range twenty-two (22) lying Northerly and Easterly of Registered Land Surveys No. 215 and 233, according to the Government Survey thereof.

Certificate No. 299896
Tract L, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299901
Tract Q, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 367069
The Northwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 367072
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Northerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East, 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381395
The Southwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381396

That part of the Southwest Quarter of Section 5, Township 30, Range 22, which lies Easterly and Southerly of Tract R, Registered Land Survey No 205.

and

That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Southerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

EXHIBIT B

Restricted Trail Easement
Legal Description

EXHIBIT G

DNR LETTERS

G-1 Letter of November 2, 1998

G-2 Letter of January 12, 1999

Minnesota Department of Natural Resources

Metro Waters, 1200 Warner Road, St. Paul, MN 55106-6793
Telephone: (612) 772-7910 Fax: (612) 772-7977

November 2, 1998

The Honorable Seth Colton, Mayor
City of North Oaks
100 Village Centre Drive
North Oaks, MN 55127

Re: East Oaks Project

Dear Mayor Colton and Council:

The DNR has reviewed the packet of information received October 27, 1998 including the PUD agreement, open space easements and trail easements. The North Oaks Company graciously provided a tour of the area on the 27th for a number of Regional staff who are interested in the unique character of the proposed development. In addition , the Department commented on the Environmental Assessment Worksheet (EAW) by commending the city, consultants and the North Oaks Company for the high quality of the concept.

The DNR supports the concept of the PUD project and does not object to the city's acceptance of the package and the term of implementation. We realize that the development will be market driven throughout the term and changes in approach could be made. We believe that the value of a PUD process is to allow just this type of flexibility both in design and ordinance standards modification. It appears that this development could be a model that we are anxious to track over the next few years. The Company and its consultants have been very accommodating and we hope that they will continue to keep us informed as the project progresses.

If you have any questions, you may contact me at 772-7915.

Sincerely,

Molly Shodeen

Molly Shodeen
Area Hydrologist

c: Tom Balcom, Office of Management and Budget Serv ices
Bill Penning, Ecological Services
Dick Leonard, North Oaks Company
Nancy Rozycki, City of North Oaks

Minnesota Department of Natural Resources
Metro Waters - 1200 Warner Road, St. Paul, MN 55106-6793
Telephone: (651) 772-7910 Fax: (651) 772-7977

January 12, 1999

Theresa Greenfield, Planner
McCombs Frank Roos Associates, Inc.
15050 23rd Avenue North
Plymouth, MN 55447

RE: Shoreland PUD Variance Requests for East Oaks PUD

Dear Ms. Greenfield:

As we have stated in previous correspondence regarding the long range planning for East Oaks PUD, the DNR considers that the PUD process allows for deviations from the ordinance standards. The PUD process looks at the development as a whole, and allows the most flexibility for best use of the sites. The DNR does not object to any of the standard modifications that the North Oaks Company is proposing. The entire plan has been designed to have the least impact to the quality of natural resources, while still allowing the necessary density.

The DNR concurs with and supports the approach taken to carefully design these developed areas. We look forward to working with the city and the company as these developments emerge.

Thank you for the public hearing notification. If you have any questions please call me at 772-7910.

Sincerely,

Molly Shodeen

Molly Shodeen
Area Hydrologist

c: City of North Oaks, Nancy Rozycki
North Oaks Company, Dick Leonard
DNR Ecological Services, Bill Penning

DECLARATION OF RESTRICTIONS
(Conservancy Land)

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made by North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), and the City of North Oaks, a Minnesota municipal corporation (the "City"), as of _____, 1999.

The Company is the fee owner of the land legally described in Exhibit A attached hereto (the "Property"), which is located in the City of North Oaks.

The Company entered into a Planned Unit Development Agreement for East Oaks Project with the City dated _____, 1999 (the "PDA"), for the planned and staged development of portions of the Property.

All terms not otherwise defined herein shall have the meanings given to them in the PDA.

The PDA requires the Company to convey an Open Space Easement (Conservancy Land) affecting portions of the Property. However, at this time, a legal description is not available for the Open Space Easement (Conservancy Land) conveyance.

The Company and the City desire to record this Declaration to temporarily restrict development of the Property until such time as the legal description for conveyance is available, and the Open Space Easement (Conservancy Land) can be conveyed and registered, in implementation and satisfaction of the provisions of the PDA with respect to the Open Space Easement (Conservancy Land).

NOW, THEREFORE, the Company and the City hereby set forth this Declaration as follows.

1. The Company and the City agree that the Open Space Easement (Conservancy Land) area is reasonably depicted on Exhibit B attached hereto.

2. The Open Space Easement (Conservancy Land) will be conveyed and registered to the North Oaks Home Owners' Association, Inc. (NOHOA) using the form of Open Space Easement (Conservancy Land) in Exhibit C attached hereto when the legal description becomes available and

is reasonably satisfactory to the City, as indicated by signature of the City Attorney on the Open Space Easement (Conservancy Land), but in any event no later than two years after the date of this Agreement.

3. Upon recording the Open Space Easement (Conservancy Land) containing the legal description and signature of the City Attorney, this Declaration shall terminate and shall be of no further force and effect.

4. Until this Declaration is terminated, no Registered Land Survey for the Development Sites adjacent to the Conservancy Land shall be approved by the City, and no lots shall be sold for those Development Sites.

5. This Declaration of Restrictions is binding upon the successors and assigns of the parties hereto.

6. This Agreement shall be governed in accordance with the terms of Minnesota law.

NORTH OAKS COMPANY, LLC

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

CMM 973480.05 dec

EXHIBIT A

CONSERVANCY LAND

Certificate No. 235548
Tract "A", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235559
Tract "L", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235560
Tract "M", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235562
Tract "R", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

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Certificate No. 299890
Tract F, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299891
Tract G, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299892
Tract H, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

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Tract K, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299896
Tract L, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

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That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Northerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East, 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

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The East Half of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381395
The Southwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381396
That part of the Southwest Quarter of Section 5, Township 30, Range 22, which lies Easterly and Southerly of Tract R, Registered Land Survey No 205.
and
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Southerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an

assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381397
The Northwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381399
The Southeast quarter of the Northwest quarter of Section 4, Township 30, Range 22.
and
That part of the Northeast quarter of the Northwest quarter lying Westerly of Centerville Road in Section 4, Township 30, Range 22.

Certificate No. 381448
Tract Y, Registered Land Survey No. 532.

EMD: 977274

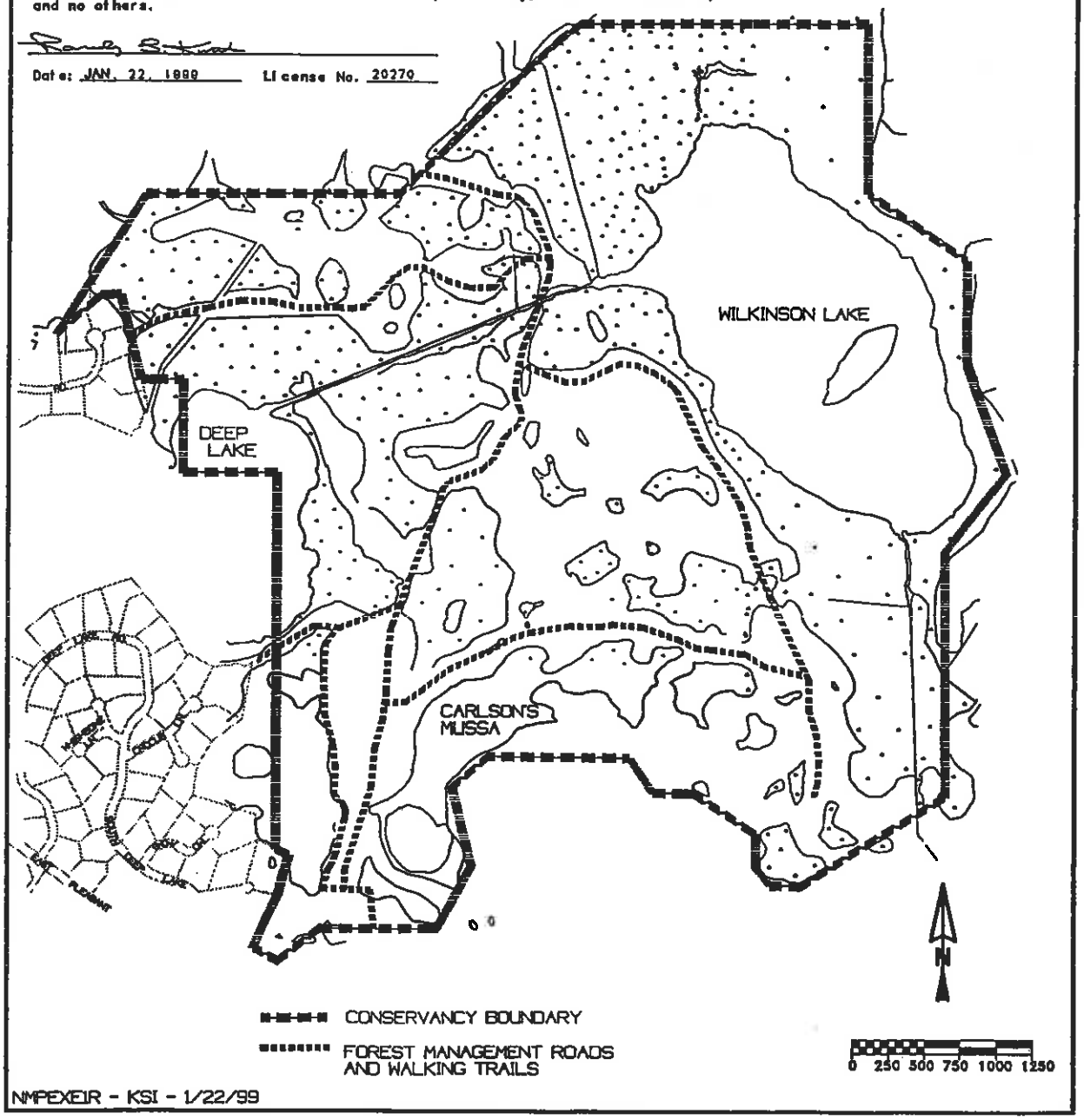
EXHIBIT B TO DECLARATION

CONSERVANCY LAND

FEBRUARY 11, 1999

CONSERVANCY LAND
I hereby certify to the City of North Oaks that this Plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota, and that the areas depicted as Conservancy Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 235548, 235559, 235560, 235562, 238832, 299889, 299890, 299891, 299892, 299895, 299896, 299897, 299898, 299901, 311653, 311654, 367069, 367072, 381394, 381395, 381396, 381397, 381399 and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Date: JAN. 22, 1999 License No. 20270



NMPEXEIR - KSI - 1/22/99

EXHIBIT C

OPEN SPACE EASEMENT AGREEMENT

Conservancy Land

THIS EASEMENT AGREEMENT, made this _____ day of _____, 1999, by and between and among North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), North Oaks Home Owners' Association, Inc., a Minnesota non-profit corporation ("NOHOA"), and the City of North Oaks, a Minnesota municipal corporation (the "City").

RECITALS

1. The Company is the owner in fee simple of the real property depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the real property depicted on Exhibit A is hereinafter referred to as the "Open Space Area").

2. The Open Space Area is located within the City.

3. NOHOA is a home owners' association made up of owners of residential lots originally purchased from the Company within the City.

4. The Company, NOHOA and the City wish to enter into an Easement Agreement which will grant to NOHOA and the City an easement for "Open Space Purposes" (as hereinafter defined) in, on, and over the Open Space Area.

AGREEMENTS

In consideration of the initial approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks, and partially in satisfaction of the dedication requirements of Minn. Stat. Section 462.358, subd. 2b, and City's Subdivision Ordinance No. 93, the Company, NOHOA, and the City agree as follows:

1. The Company hereby grants, bargains, sells and conveys to NOHOA and the City and their successors and assigns, a non-possessory easement for Open Space Purposes in, on and over

the Open Space Area ("this Open Space Easement"), and NOHOA and the City hereby accept for Open Space Purposes this Open Space Easement.

2. The term "Open Space Purposes" means that the Open Space Area shall be owned, preserved and maintained by the Company in its predominant natural and scenic condition to protect its inherent natural characteristics and unique biological elements subject to the right of the Company to enjoy and conduct only the following uses (subject to the limitations noted) listed herein consistent with the Goals and Objectives for the Open Space Area stated in Section 3:

A. Uses and buildings and other man-made structures on and within the Open Space Area shall be permitted and limited as follows:

1. Environmental studies related to ecology, habitat, arboriculture, wildlife management, forest management and related fields shall be permitted.

2. Passive recreation, including non-motorized travel on trails shall be permitted.

3. Tree Nursery: There is an existing tree nursery approximately six acres in size within the Open Space Area. This nursery is located on the west side of Wilkinson Lake. The entire nursery is enclosed with an eight foot wire mesh fence. Some of the nursery stock may be relocated to other areas in the City, some will be allowed to remain and reach maturity. Mowing and tree trimming will continue to be conducted throughout portions of this nursery.

4. Enclosures: There are several fenced enclosures throughout the Open Space Area, which are permitted. These enclosures are meant to keep the resident deer herd from damaging the trees contained within the enclosures. Some of the enclosures will be removed at the Company's discretion and others will be maintained as is indefinitely. The Company retains the right to erect and dismantle such protective enclosures as it deems necessary, but these will not inhibit access to the Trail Easements granted to NOHOA within the Open Space Area.

5. Wilkinson Lake Control Structure/Fish Barrier: The outlet to Wilkinson Lake contains a control structure with a built in fish barrier. The stainless steel and cement structure is approximately 84 feet in length and 15 feet in width. There are 25 foot wing walls on either

side of the structure on the Wilkinson Lake end of the structure. The structure contains eight adjustable weirs. The entire exposed portion of the structure has a steel grate observation deck with fenced rail perimeter.

The primary purposes of the structure are to stabilize the water levels in Wilkinson Lake and prevent rough fish from entering the Lake. This in turn provides for better habitat for waterfowl and other wildlife and plant life in the Wilkinson Lake basin. Water levels are manipulated to enhance the overall productivity of the basin. The Company retains the right to manipulate water levels for the improvement of habitat conditions, subject to federal, state or local regulations. The Board of Commissioners of the City of Saint Paul have a contractual right to maintain the structure.

6. Gates: There are five gates in the Open Space Area. These gates have been used to restrict access to the Open Space Area and other property owned by the Company. The Company retains the right to maintain these gates as well as erect others as conditions warrant, provided that such gates will not prevent access to the Trail Easements granted to NOHOA within the Open Space Area except on such days as the trails are permitted to be closed pursuant to the terms of the Trail Easements.

7. Roads: The Open Space Area contains several forest management roads. The forest management roads are integral to maintaining the health of the forest. These roads are permitted and will continue to be maintained and used by the Company when necessary to perform management activities. The Company may use motorized equipment to maintain these roads.

8. Fences: There are currently many areas that are fenced to keep people from walking through restricted areas. Most of these fences are beside the gates and help prevent trespassers from simply walking around the gates. There are also many old livestock fences scattered throughout the Open Space Area. These fences may be removed or left standing by the Company, at the Company's discretion.

9. Culverts: Many culverts exist throughout the Open Space Area. The Company retains the right to maintain these as well as to add others where they deem necessary, as allowed or required by state, federal, or county laws, ordinances or regulations regarding water quality, water quantity and surface or groundwater management.

10. St. Paul Water Utility: The St. Paul Water Utility has the right to enter the Open Space Area to monitor the water quality and flow rate, as well as to conduct maintenance activities deemed necessary to improve the water supply for which it is responsible. The St. Paul Water Utility shall retain all rights it possesses at the time this Open Space Easement is executed.

11. Restoration is permitted as follows:

    a. Use legal means to control or eliminate obnoxious weeds and non-native species of plants, such as European buckthorn and purple loosestrife. To prevent subsequent deterioration of restored sites, native plants may be introduced to such sites.

    b. Use controlled burning or approved chemicals for the purpose of restoring native ecosystems on sites appropriate for same.

    c. Alter waterways, wetlands and lakeshore for the purpose of enhancing wildlife habitat, nesting cover for birds, water habitat for native fish, and other biological purposes; such alteration may include the use of heavy equipment, chain saws, and similar equipment to create or change existing conditions.

12. Maintenance is permitted as follows:

    a. Cut wood and remove timber as part of a forest management program, subject to the limitations set forth, as follows:

       Except for emergency purposes such as fire control or disease prevention or for those trees which are dead, diseased or significantly damaged, no tree cutting shall occur within 150 feet of an existing lot or developable parcel or a proposed lot within a Development Site. Elsewhere, wood cutting and tree removal shall be limited to diseased, dead or significantly damaged trees or that which is reasonably necessary for disease prevention and non-native species eradication. Other tree cutting and removal may occur for flora and fauna habitat enhancement with the prior written consent of the President of NOHOA and the City Forester, which consent may not be unreasonably withheld. The decision regarding whether such consent is granted or withheld shall be provided by the President of NOHOA or the City Forester to the Company in writing within thirty (30) days after receipt by City Forester and the President of NOHOA of a written request from the Company requesting such consent. If the President of

NOHOA and the City Forester do not respond to the Company's written request within thirty (30) days as required above, then such consent shall be deemed to be granted. Nothing herein shall be deemed to grant the Company the right to cut wood and remove timber in violation of the provisions of the City's Shoreland Ordinance No. 84.

b. Construct and maintain roads and trails for access to wildlife areas, passive recreation areas, and scenic vistas.

c. Alter and/or maintain waterways to improve, maintain and protect stream corridors for water quality and wildlife habitat purposes.

d. Construct and maintain observation platforms at points of interest or scenic overlooks for recreational or research purposes.

e. Place nesting structures for wildlife, such as wood duck boxes, goose platforms, duck nesting structures, bluebird houses and bat houses.

f. Place signs throughout area for instructional, identification and directional purposes except that no perimeter signs may be installed on or visible from public streets, except those forbidding entry as may be advisable from time to time.

g. Activities to maintain oak savanna and other forest-related maintenance, including controlling deer herd and other wildlife or plant populations that threaten native or desired species.

13. Amplified Sound: No amplified sound systems, except for wildlife census purposes, may be used within the Open Space Area.

14. Lighting: There shall be no lighting within the Open Space Area.

15. Research: It is the Company's intention to continue its present research activities and expand on these activities throughout the Open Space Area. Research will be conducted by Company's staff and/or outside research groups that have been approved by Company's staff. The research activities that may take place shall be consistent with the Goals and Objectives for the Open Space Area and may include but not be limited to the following:

a. Bird Banding: Trapping birds through the use of mist nets and banding them with approved USFWS bands. These activities can take place all year round with the most active periods being spring and fall. Bird "lanes" will be maintained for the mist nets to be placed in. This will require some tree and shrub trimming as well as mowing of undergrowth.

b. Censusing: Both flora and fauna will be inventoried throughout the Open Space Area. These inventories will be conducted primarily by foot traffic; however, enclosures and traps of various types may be used for inventory and research purposes.

c. Canopy Study: Canopy studies are foreseen in the future on the Open Space Area. In order to accomplish this, some structures may be placed in this area to gain access to the canopy to be studied. Large equipment may also be required to install these structures.

d. Wetland Research: The Open Space Area contains significant wetland resources. Invertebrate sampling, water quality and plant diversity are areas of research that may be conducted. These activities will be allowed as well as the necessary equipment that goes with these studies.

e. All other research which the Company considers desirable, will be permitted as long as these activities do not pose a significant risk to the Goals and Objectives for the Open Space Area.

16. All uses and activities above-listed are permissive, not mandatory upon the Company.

3. Goals and Objectives for the Open Space Area. The purpose in granting this Open Space Easement is to protect certain conservation values and to maintain the Open Space Area as a self-sustaining educational and research resource for future generations, within the confines of a coherent management plan. Limited access by private invitees of the Company will be integral to the achievement of these purposes. Use, restoration and preservation of the Open Space Area will be governed by a practical compromise between protecting the resources of the property with its environmental and ecological characteristics, and allowing for renovations to restore the health of the

forest, animal and plant populations, stream corridors, wetlands, and water bodies. Scenic vistas and viewshed enhancements are an important objective. Overall, there will be great attention given to balancing disturbances (both human and natural) with the land's natural integrity. Given this approach and the intended perpetual nature of this Open Space Easement and related documents, management methods will be constantly evaluated as to their effectiveness, and new technologies and methods will be considered for their relative usefulness as time goes on.

4. This Agreement does not grant to NOHOA or to the City, or to anyone claiming through NOHOA or through the City, the right to enter upon the Open Space Area, except as provided in those certain Primary Trail Easements between the Company and NOHOA, and that certain Restricted Trail Easement between the Company and NOHOA (the "Trail Easements") whether registered before or after this Open Space Easement Agreement, and as provided in Section 11 below.

5. Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may enter into and upon the Open Space Area consistent with the Goals and Objectives for the Open Space Area as invitees of the Company without advance consent. Numbers in excess of fifty (50) people per day and all persons invited to enter into and upon the Open Space Area for reasons other than those listed in this paragraph are permitted to enter only upon the advance written consent of the President of NOHOA.

6. The Company specifically covenants that no structure shall be constructed, erected or placed upon or above and no use shall be made of the Open Space Area which is inconsistent with preserving the Open Space Area in its predominant natural and scenic condition except those structures and uses specifically permitted and listed at Section 2A above.

7. The Company may, notwithstanding anything else herein to the contrary, install and maintain underground utilities through the Open Space Area to serve Development Site D as

described in that certain Planned Unit Development Agreement for the East Oaks Project between and among the Company, the City and NOHOA as reasonably necessary to provide utilities to such Development Site. Any and all utility lines shall be located within reasonable proximity of each other and be installed so as to minimize long term environmental impact on the Open Space Area.

8. Nothing herein shall limit the right of the City to regulate uses and activities upon or above the Open Space Area through zoning and other ordinances, as the same may be amended from time to time, except to the extent that such ordinances conflict with the uses and activities reserved to the Company pursuant to this Open Space Easement.

9. This Open Space Easement shall run with the land referred to herein as the Open Space Area and is perpetual.

10. This Open Space Easement may be amended or terminated only by a written amendment to this Open Space Agreement, executed on behalf of the Company, NOHOA, and the City. In addition, the City reserves the right to permit the Company to conduct any activity not permitted herein without the consent of NOHOA; such decision by the City is hereby deemed to be a legislative act.

11. The Company, its successors and assigns, hereby grants and conveys to the City, its successors and assigns, the right to designate an official (the "Open Space Inspector") to enter or to authorize others to enter upon the Open Space Area at reasonable times after advance notice to the Company for purposes of inspection and enforcement of the covenants contained herein. This Open Space Easement is enforceable only by the governing body of the City, the Company, or NOHOA, and no other person or third party may claim or assert any rights pursuant to or under this Open Space Easement, as either a direct or third party beneficiary.

12. This Open Space Easement is assignable by any party, but shall be binding on successors and assigns of the parties.

NORTH OAKS COMPANY, LLC

By_____
Its_____

By_____
Its_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By_____
Its_____

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its Mayor

By_____
Its Clerk

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the Mayor and Clerk, respectively, of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

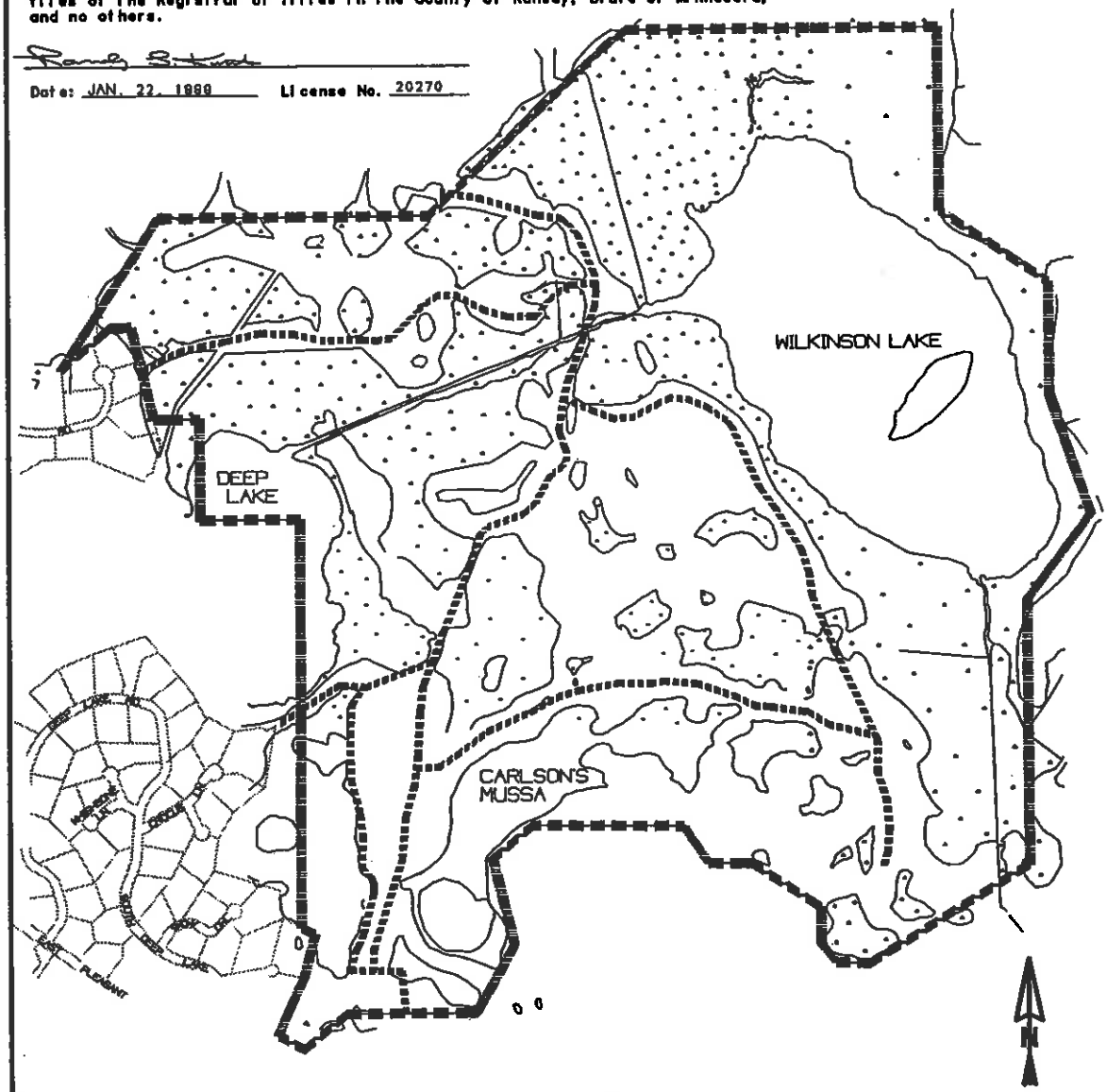
EXHIBIT A

OPEN SPACE AREA
Conservancy Land
Real Property Depiction

EXHIBIT E1A
CONSERVANCY LAND
FEBRUARY 11, 1999

CONSERVANCY LAND
I hereby certify to the City of North Oaks that this Plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota, and that the areas depicted as Conservancy Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 235548, 235559, 235560, 235562, 238832, 299889, 299890, 299891, 299892, 299895, 299896, 299897, 299898, 299901, 311653, 311654, 367069, 367072, 381394, 381395, 381396, 381397, 381399 and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Date: JAN. 22, 1999 License No. 20270



CONSERVANCY BOUNDARY

FOREST MANAGEMENT ROADS AND WALKING TRAILS

0 250 500 750 1000 1250

NMPEXEIR - KSI - 1/22/99

DECLARATION OF RESTRICTIONS
(Agricultural Land)

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made by North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), and the City of North Oaks, a Minnesota municipal corporation (the "City"), as of _____, 1999.

The Company is the fee owner of the land legally described in Exhibit A attached hereto (the "Property"), which is located in the City of North Oaks.

The Company entered into a Planned Unit Development Agreement for East Oaks Project with the City dated _____, 1999 (the "PDA"), for the planned and staged development of portions of the Property.

All terms not otherwise defined herein shall have the meanings given to them in the PDA.

The PDA requires the Company to convey an Open Space Easement Agreement (Agricultural Land) affecting portions of the Property. However, at this time, a legal description is not available for the Open Space Easement (Agricultural Land) conveyance.

The Company and the City desire to record this Declaration to temporarily restrict development of the Property until such time as the legal description for conveyance is available, and the Open Space Easement (Agricultural Land) can be conveyed and registered, in implementation and satisfaction of the provisions of the PDA with respect to the Open Space Easement (Agricultural Land).

NOW, THEREFORE, the Company and the City hereby set forth this Declaration as follows.

1. The Company and the City agree that the Open Space Easement (Agricultural Land) area is reasonably depicted on Exhibit B attached hereto.

2. The Open Space Easement (Agricultural Land) will be conveyed and registered to the North Oaks Home Owners' Association, Inc. (NOHOA) using the form of Open Space Easement (Agricultural Land) in Exhibit C attached hereto when the legal description becomes available and

is reasonably satisfactory to the City, as indicated by signature of the City Attorney on the Open Space Easement (Agricultural Land), but in any event no later than two years after the date of this Agreement.

3. Upon recording the Open Space Easement (Agricultural Land) containing the legal description and signature of the City Attorney, this Declaration shall terminate and shall be of no further force and effect.

4. Until this Declaration is terminated, no Registered Land Survey for the Development Sites adjacent to the Agricultural Land shall be approved by the City, and no lots shall be sold for those Development Sites.

5. This Declaration of Restrictions is binding upon the successors and assigns of the parties hereto.

6. This Agreement shall be governed in accordance with the terms of Minnesota law.

NORTH OAKS COMPANY, LLC

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

CMM 973481.05 dec

EXHIBIT A

AGRICULTURAL LAND

Certificate No. 381394
The East Half of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381397
The Northwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381398
The Southwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381448
Tract Y, Registered Land Survey No. 532.

BMD: 977306

EXHIBIT B TO DECLARATION

AGRICULTURAL LAND
FEBRUARY 11, 1999

AGRICULTURAL LAND
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 381394, 381397, 381398, and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

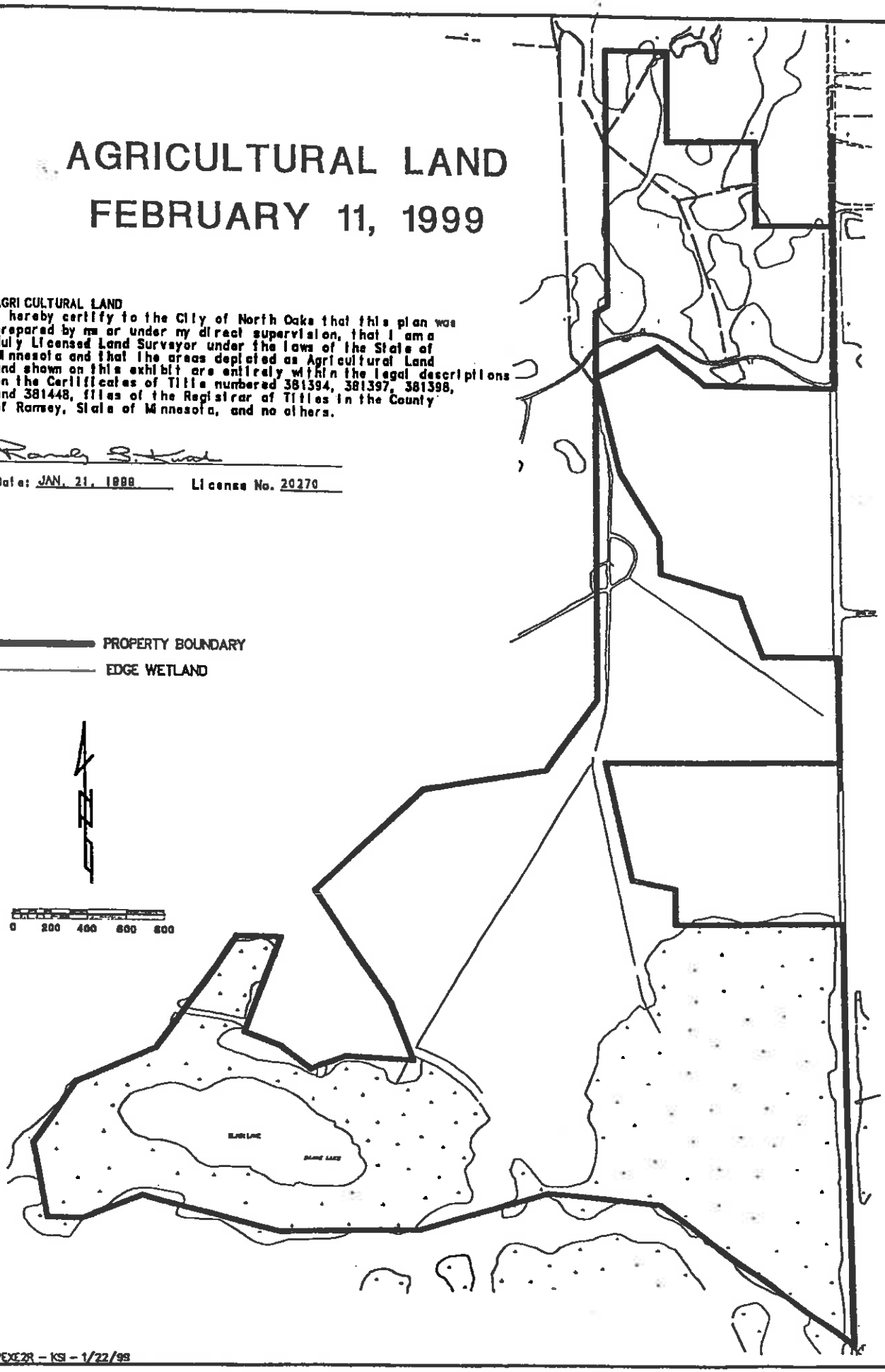
Randy S. Kuck

Date: JAN. 21, 1999 License No. 20270

PROPERTY BOUNDARY

EDGE WETLAND

0 200 400 600 800



NMPEXE2R – KSI – 1/22/99

EXHIBIT C

OPEN SPACE EASEMENT AGREEMENT
Agricultural Land

THIS EASEMENT AGREEMENT, made this _____ day of _____, 1999, by and between and among North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), North Oaks Home Owners' Association, Inc., a Minnesota non-profit corporation ("NOHOA"), and the City of North Oaks, a Minnesota municipal corporation (the "City").

RECITALS

1. The Company is the owner in fee simple of the real property depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the real property depicted on Exhibit A is hereinafter referred to as the "Open Space Area").

2. The Open Space Area is located within the City.

3. NOHOA is a home owners' association made up of owners of residential lots originally purchased from the Company within the City.

4. The Company, NOHOA and the City wish to enter into an Easement Agreement which will grant to NOHOA and the City an easement for "Open Space Purposes" (as hereinafter defined) in, on, and over the Open Space Area.

AGREEMENTS

In consideration of the initial approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks, and partially in satisfaction of the dedication requirements of Minn. Stat. Section 462.358, subd. 2b, and City's Subdivision Ordinance No. 93, the Company, NOHOA, and the City agree as follows:

1. The Company hereby grants, bargains, sells and conveys to NOHOA and the City and their successors and assigns, a non-possessory easement for Open Space Purposes in, on and over

the Open Space Area ("this Open Space Easement"), and NOHOA and the City hereby accept for Open Space Purposes this Open Space Easement.

2. The Open Space Area is composed of upland areas of open hay and crop fields with mixed plantings of evergreen, hardwood and oak savannah as well as some wetland areas. The term "Open Space Purposes" means that the Open Space Area shall be owned, preserved and maintained by the Company in its predominant natural, scenic and agricultural condition to protect its inherent natural/agricultural characteristics subject to the right of the Company to enjoy and conduct only the following uses (subject to the limitations noted) listed herein consistent with the Goals and Objectives for the Open Space Area stated in Section 3:

A. Uses and buildings and other man-made structures on and within the Open Space Area shall be permitted and limited as follows:

1. The raising and husbandry of deer shall be permitted.

2. Horticulture and possibly the conduct of community-supported agriculture shall be permitted. One (1) greenhouse may be constructed in conjunction with the horticultural use. The greenhouse may not be constructed unless the City Council has by conditional use permit approved it.

3. Tree Nursery: There are existing tree nurseries within the Open Space Area, which shall be permitted. The largest nursery is located to the west side of the main Hill/Harpur house. The nurseries are enclosed with an eight foot wire mesh fence. Some of the nursery stock will be relocated to other areas in the City, some will be allowed to remain and reach maturity. New stock may be brought in to replace that which is relocated. Mowing and tree trimming will continue to be conducted throughout portions of this nursery.

4. Enclosures: There are several fenced enclosures throughout the Open Space Area, which are permitted. These enclosures are meant to keep the resident deer herd from damaging the trees contained within the enclosures. Some of the enclosures will be removed at the Company's discretion and others will be maintained as is indefinitely. The Company retains the right to erect and dismantle such protective enclosures, additional fences, or corrals as it deems necessary, but

these will not inhibit access to the Trail Easements granted to NOHOA within the Open Space Area.

5. Gates: Gates prohibiting access to areas of the farm exist on the Open Space Area. One gate is located at the main entrance off Centerville Road and the other is just west of the driveway to the main house. The Company retains the right to maintain these gates as well as to erect others provided that such gates will not prevent access to the Trail Easements granted to NOHOA except on days when the trails are closed pursuant to the terms of the Trail Easements.

6. Roads: The Open Space Area contains several gravel roads that are used to access various parts of the farm which shall be permitted. These roads are and will be maintained by grading and adding of material as necessary. Motorized vehicular use of the roads by Company vehicles will occur.

7. Ditches: There are several ditches running through the Open Space Area. These ditches carry runoff from a large area to the south and east as well as the outflow from Black Lake. These ditches are permitted and will be maintained through dredging.

8. Culverts: Many culverts exist throughout the Open Space Area and are permitted. The Company retains the right to maintain these as well as to add others where the Company deems necessary, as allowed or required by state, federal, or county laws, ordinances, or regulations regarding water quality, water quantity and surface and groundwater management.

9. Farm Fields: All of the Open Space Area is and will be used for pasture and crops (forage and grain) and horticulture.

10. St. Paul Water Utility: The St. Paul Water Utility has the right to enter the Open Space Area to monitor the water quality and flow rate, as well as to conduct maintenance activities deemed necessary to improve the water supply for which it is responsible. It shall retain all such rights.

11. Maintenance is permitted as follows:

    a. Continue agricultural and horticultural uses with low impact cultivation practices and soil enrichment through select nitrogen-fixing vegetation planting.

b. Plant, cultivate, manage (including use of herbicides and pesticides) and harvest agricultural and horticultural crops. Use of herbicides and pesticides shall comply with all state, federal, and local laws, regulations, and ordinances, including those of the City.

c. Construct and maintain roads and trails for access to agricultural and horticultural areas.

d. Place nesting structures for wildlife, such as wood duck boxes, goose platforms, duck nesting structures, bluebird houses, and bat houses.

e. Place signs throughout area for instructional, identification and directional purposes except that no perimeter signs may be installed on or visible from public streets, except those perimeter signs forbidding entry which may be advisable from time to time.

f. Construct and maintain parking facilities reasonably necessary for access to trailheads and other approved uses, subject to the limitations with respect to lighting set forth below.

g. Construct and maintain new tree nurseries for the purpose of providing stock to be used within the City or on adjacent nearby Company-owned land.

12. Amplified Sound: No amplified sound systems, except for wildlife census purposes, may be used within the Open Space Area.

13. Lighting: Other than security lighting, there shall be no lighting of trails or parking areas, if any, within the Open Space Area.

14. Research and Activities: It is the Company's intention to continue its present agricultural research activities and expand on these activities throughout the Open Space Area. Research will be conducted by Company staff and/or outside research groups that have been approved by the Company. A broad range of agricultural research is a possibility.

The agricultural and agricultural research activities that may take place shall be consistent with the Goals and Objectives for the Open Space Area and may include but not be limited to the following:

a. Deer and Horse Farming: The Company may raise deer as a marketable product or for research purposes. This use may require the construction of no more than two (2) roofed animal handling facilities which shall not exceed dimensions of fifty (50) by fifty (50) feet. High fences may also be erected for purposes of livestock enclosure. This activity may extend to studies and activities with respect to the wild deer residing in the area. The raising of horses is also possible. The numbers of such deer and horses shall not exceed four (4) deer or one (1) horse per acre, and such stock shall be separated by fencing from trails, if any, in the Open Space Area.

b. Other species (not hogs) may be raised only after issuance by the City of a conditional use permit for the use.

c. Haying and Crops: Hay may be grown and cut throughout the Open Space Area for purposes of livestock feed or sale. Various crops may be grown on the Open Space Area.

d. On-site sale of agricultural products or livestock may occur only by Company invitation, not public advertisement.

e. All other research which the Company considers desirable will be permitted as long as these activities do not pose a significant risk to the Goals and Objectives of the Open Space Area.

15. Buildings: Other than the greenhouse and animal handling facilities described in Sections 2.A.2 and 2.A.14.a, no buildings shall be constructed.

16. All uses and activities above-listed are permissive, not mandatory upon the Company.

3. Goals and Objectives for the Open Space Area. The purpose in granting this Open Space Easement is to protect, preserve, maintain, and enhance the natural environment and agricultural characteristics presently existing, and to maintain the area as an active self-sustaining, research-oriented farm. Research of farming techniques and husbandry are part of farming operations. This agricultural use and agricultural research has been in operation on the Open Space Area for more than 110 years and this Open Space Easement is a mechanism to assure its continuance

and prevent urban development. Given this history and objectives, and the intended perpetual nature of this Open Space Easement and related documents, management methods will be constantly evaluated as to their effectiveness, and new technologies and methods will be considered for their relative usefulness as time goes on.

4. This Agreement does not grant to NOHOA or the City or to anyone claiming through NOHOA or through the City the right to enter upon the Open Space Area, except as provided in those certain Primary Trail Easements between the Company and NOHOA, and that certain Restricted Trail Easement between the Company and NOHOA (the "Trail Easements") whether registered before or after this Open Space Easement Agreement, and as provided in Section 11 below.

5. Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may enter into and upon the Open Space Area consistent with the Goals and Objectives for the Open Space Area as invitees of the Company without advance consent. Numbers in excess of fifty (50) people per day and all persons invited to enter into and upon the Open Space Area for reasons other than those listed in this paragraph are permitted to enter only upon the advance written consent of the President of NOHOA.

6. The Company specifically covenants that no structure shall be constructed, erected or placed upon or above and no use shall be made of the Open Space Area which is inconsistent with preserving the Open Space Area in its predominant natural, scenic and agricultural condition except those structures and uses specifically permitted and listed at Section 2A above.

7. The Company may, notwithstanding anything herein to the contrary, use and grant easements over a portion of the existing driveway to the Hill/Harpur residence and an existing farm road, located approximately 1,100 feet westerly of Centerville Road, for ingress and egress to

Development Site F, as described in that certain Planned Unit Development Agreement for the East Oaks Project between and among the Company, the City, and NOHOA from Centerville Road.

8. Nothing herein shall limit the right of the City to regulate uses and activities upon or above the Open Space Area through zoning and other ordinances, as the same may be amended from time to time, except to the extent that such ordinances conflict with the uses and activities reserved to the Company pursuant to this Open Space Easement.

9. This Open Space Easement shall run with the land referred to herein as the Open Space Area and is perpetual.

10. This Open Space Easement may be amended or terminated only by a written amendment to this Open Space Agreement, executed on behalf of the Company, NOHOA, and the City. In addition, the City reserves the right to permit the Company to conduct any activity not permitted herein without the consent of NOHOA; such decision by the City is hereby deemed to be a legislative act.

11. The Company, its successors and assigns, hereby grants and conveys to the City, its successors and assigns, the right to designate an official (the "Open Space Inspector") to enter or to authorize others to enter upon the Open Space Area at reasonable times after advance notice to the Company for purposes of inspection and enforcement of the covenants contained herein. This Open Space Easement is enforceable only by the governing body of the City, the Company, or NOHOA, and no other person or third party may claim or assert any rights pursuant to or under this Open Space Easement, as either a direct or third party beneficiary.

NORTH OAKS COMPANY, LLC

By_____
Its_____

By_____
Its_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By_____
Its_____

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its Mayor

By_____
Its Clerk

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the Mayor and Clerk, respectively, of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

EXHIBIT A

OPEN SPACE AREA
Agricultural Land
Real Property Depiction

EXHIBIT E2A

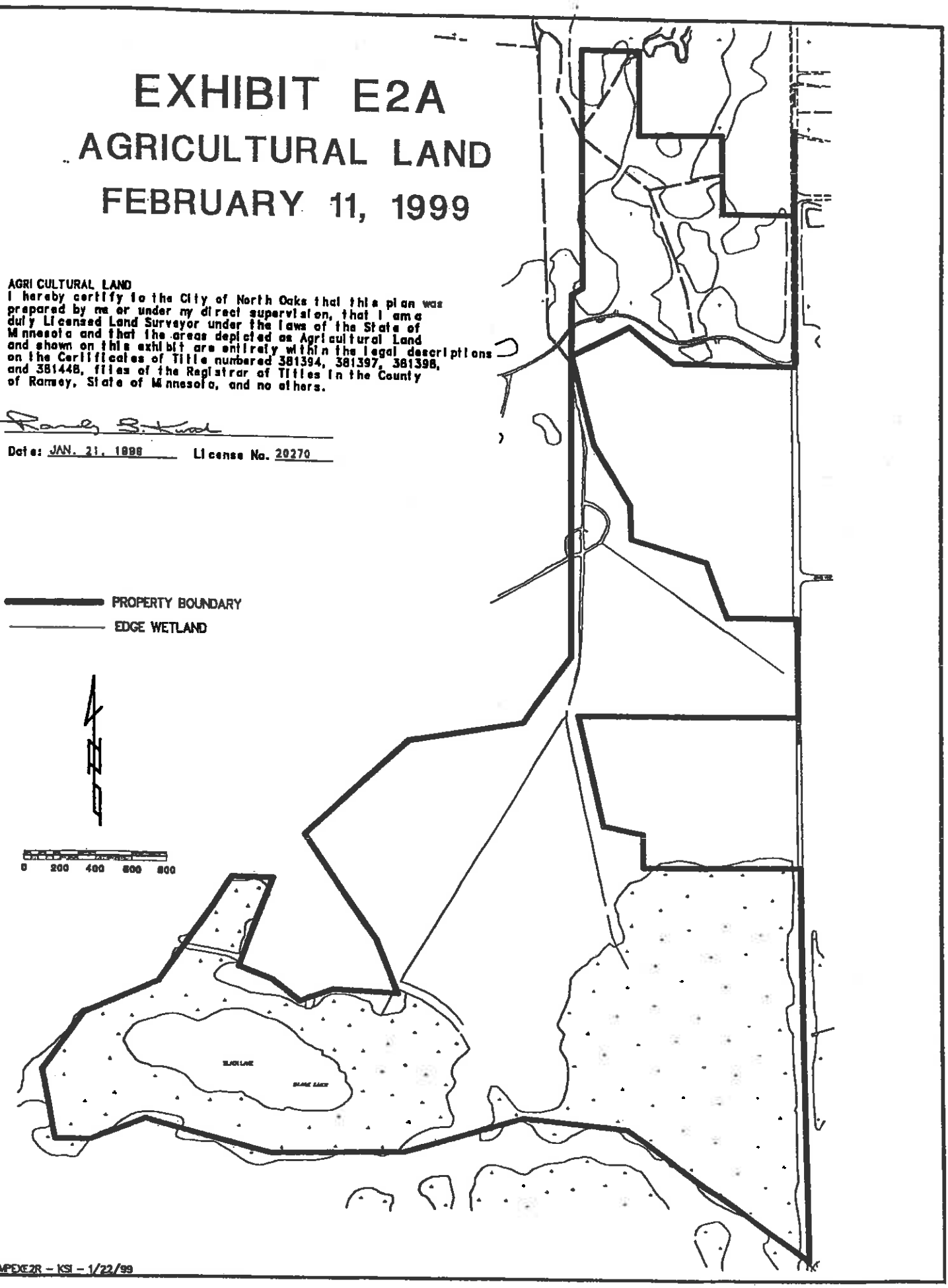
AGRICULTURAL LAND

FEBRUARY 11, 1999

AGRICULTURAL LAND
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 381394, 381397, 381398, and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Randy B. Kuck

Date: JAN. 21, 1999 License No. 20270



NMPEXE2R - KSI - 1/22/99

DECLARATION OF RESTRICTIONS
(Agricultural Land Allowable Building Area)

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made by North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), and the City of North Oaks, a Minnesota municipal corporation (the "City"), as of _____, 1999.

The Company is the fee owner of the land legally described in Exhibit A attached hereto (the "Property"), which is located in the City of North Oaks.

The Company entered into a Planned Unit Development Agreement for East Oaks Project with the City dated _____, 1999 (the "PDA"), for the planned and staged development of portions of the Property.

All terms not otherwise defined herein shall have the meanings given to them in the PDA.

The PDA requires the Company to convey an Open Space Easement (Agricultural Land Allowable Building Area) affecting portions of the Property. However, at this time, a legal description is not available for the Open Space Easement (Agricultural Land Allowable Building Area) conveyance.

The Company and the City desire to record this Declaration to temporarily restrict development of the Property until such time as the legal description for conveyance is available, and the Open Space Easement (Agricultural Land Allowable Building Area) can be conveyed and registered, in implementation and satisfaction of the provisions of the PDA with respect to the Open Space Easement (Agricultural Land Allowable Building Area).

NOW, THEREFORE, the Company and the City hereby set forth this Declaration as follows.

1. The Company and the City agree that the Open Space Easement (Agricultural Land Allowable Building Area) area is reasonably depicted on Exhibit B attached hereto.

2. The Open Space Easement (Agricultural Land Allowable Building Area) will be conveyed and registered to the North Oaks Home Owners' Association, Inc. (NOHOA) using the

form of Open Space Easement (Agricultural Land Allowable Building Area) in Exhibit C attached hereto when the legal description becomes available and is reasonably satisfactory to the City, as indicated by signature of the City Attorney on the Open Space Easement (Agricultural Land Allowable Building Area), but in any event no later than two years after the date of this Agreement.

3. Upon recording the Open Space Easement (Agricultural Land Allowable Building Area) containing the legal description and the signature of the City Attorney, this Declaration shall terminate and shall be of no further force and effect.

4. Until this Declaration is terminated, no Registered Land Survey for the Development Sites adjacent to the Agricultural Land Allowable Building Area shall be approved by the City, and no lots shall be sold for those Development Sites.

5. This Declaration of Restrictions is binding upon the successors and assigns of the parties hereto.

6. This Agreement shall be governed in accordance with the terms of Minnesota law.

NORTH OAKS COMPANY, LLC

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

CMM 973472.05 dec

EXHIBIT A

AGRICULTURAL LAND
ALLOWABLE BUILDING AREA

Certificate No. 381394
The East Half of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381395
The Southwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381448
Tract Y, Registered Land Survey No. 532.

Certificate No. 381397
The Northwest Quarter of Section 9, Township 30, Range 22.

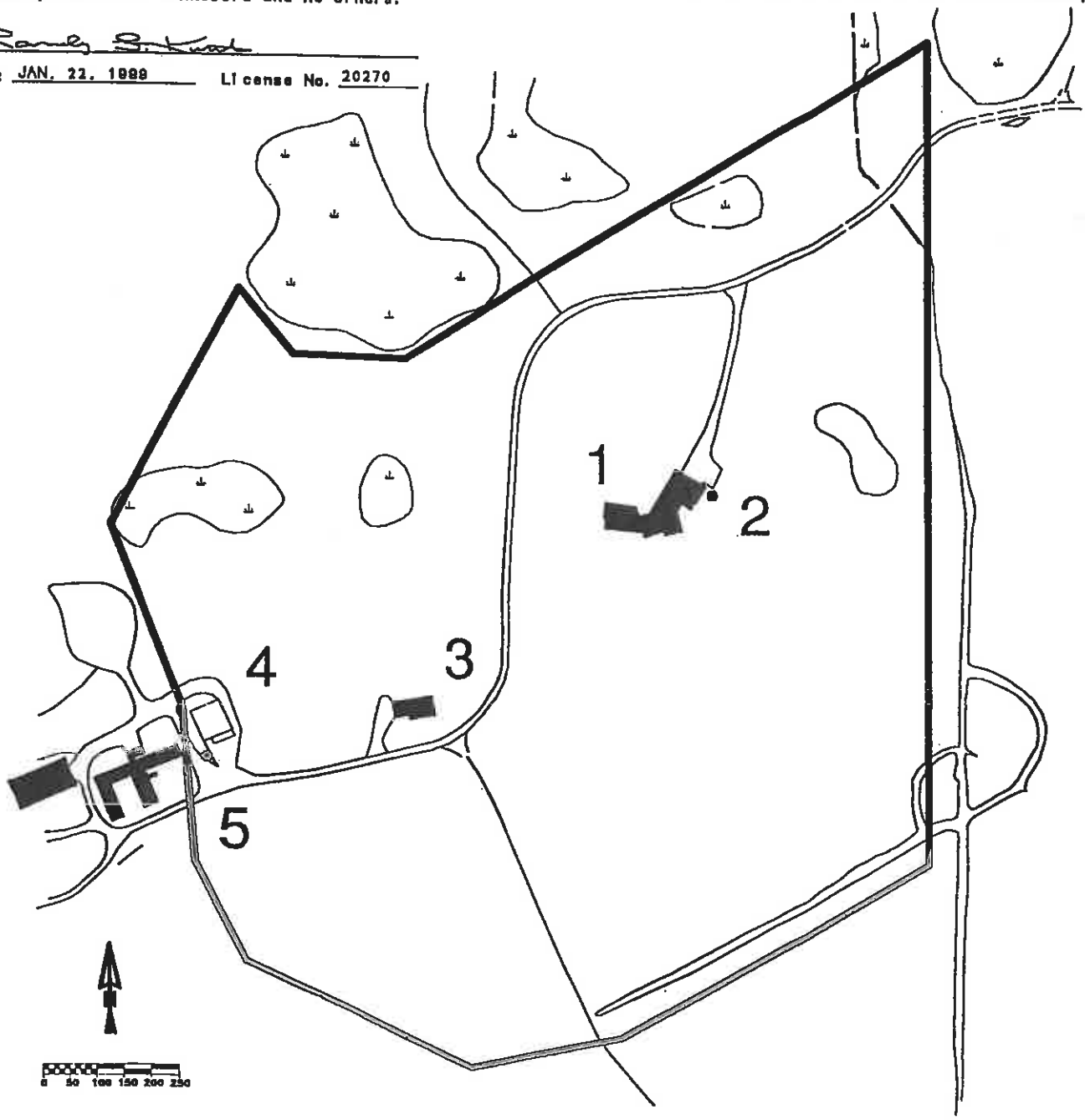
EMD: 977313

EXHIBIT B TO DECLARATION

AGRICULTURAL LAND ALLOWABLE BUILDING AREA FEBRUARY 11, 1999

AGRICULTURAL AREA – ALLOWABLE BUILDING AREA
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land–Allowable Building Area and shown on this exhibit are entirely within the legal descriptions on the Certificate of Titles numbered 381394, 381395, 381448 and 381397, files of the Registrar of Titles in the County of Ramsey, State of Minnesota and no others.

Date: JAN. 22, 1999 License No. 20270



BOUNDARY BUILDABLE AREA

1 REFERENCE NUMBER

NMPEXE3R – KSI – 1/22/99

EXHIBIT C

OPEN SPACE EASEMENT AGREEMENT
Agricultural Land Allowable Building Area

THIS EASEMENT AGREEMENT, made this _____ day of _____, 1999, by and between and among North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), North Oaks Home Owners' Association, Inc., a Minnesota non-profit corporation ("NOHOA"), and the City of North Oaks, a Minnesota municipal corporation (the "City").

RECITALS

1. The Company is the owner in fee simple of the real property depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the real property depicted on Exhibit A is hereinafter referred to as the "Open Space Area").

2. The Open Space Area is located within the City.

3. NOHOA is a home owners' association made up of owners of residential lots originally purchased from the Company within the City.

4. The Company, NOHOA and the City wish to enter into an Easement Agreement which will grant to NOHOA and the City an easement for "Open Space Purposes" (as hereinafter defined) in, on, and over the Open Space Area.

AGREEMENTS

In consideration of the initial approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks, and partially in satisfaction of the dedication requirements of Minn. Stat. Section 462.358, subd. 2b, and City's Subdivision Ordinance No. 93, the Company, NOHOA, and the City agree as follows:

1. The Company hereby grants, bargains, sells and conveys to NOHOA and the City and their successors and assigns, a non-possessory easement for Open Space Purposes in, on and over

the Open Space Area ("this Open Space Easement"), and NOHOA and the City hereby accept for Open Space Purposes this Open Space Easement.

2. The Open Space Area is composed of upland areas of open hay and crop fields with mixed plantings of evergreen, hardwood and oak savannah as well as some wetland areas and currently contains a single family residential house (the Hill/Harpur residence) and storage shed; a small single family residential house currently used as the Company's planning office; a garage and shop building west of the planning office, with gas pumps and underground storage tanks for diesel fuel and gasoline to supply farm equipment; animal sheds; hay storage and machinery sheds. The term "Open Space Purposes" means that the Open Space Area shall be owned, preserved and maintained by the Company in its predominant natural, scenic and agricultural condition to protect its inherent natural/agricultural characteristics subject to the right of the Company to enjoy and conduct only the following uses (subject to the limitations noted) listed herein consistent with the Goals and Objectives for the Open Space Area stated in Section 3:

A. Uses and buildings and other man-made structures on and within the Open Space Area shall be permitted and limited as follows:

1. Agricultural and studies related to agriculture, ecology, habitat, arboriculture, forest management, wildlife biology and related fields shall be permitted.

2. Horticulture and possibly the conduct of community-supported agriculture shall be permitted.

3. Enclosures: There are several fenced enclosures throughout the Open Space Area, which shall be permitted. These enclosures are meant to keep the resident deer herd from damaging the trees contained within the enclosures. Some of the enclosures will be removed at the Company's discretion and others will be maintained as is indefinitely. The Company retains the right to erect and dismantle such protective enclosures, additional fences or corrals as it deems necessary, but these will not inhibit access to the Trail Easements granted to NOHOA within the Open Space Area.

4. Gates: Gates prohibiting access to areas of the farm exist on the Open Space Area. One gate is located at the main entrance off Centerville Road and the other is just west of the driveway to the main house. The Company retains the right to maintain these gates as well as to erect others, provided that such gates will not prevent access to the Trail Easements granted to NOHOA within the Open Space Area except on such days when the trails are closed pursuant to the terms of the Trail Easements.

5. Roads: The Open Space Area contains several gravel roads that are used to access various parts of the farm which shall be permitted. These roads are and will be maintained by grading and adding of material as necessary. Motorized vehicular use of the roads by Company vehicles will occur.

6. Ditches: There are several ditches running through the Open Space Area. These ditches carry runoff from a large area to the south and east as well as the outflow from Black Lake. These ditches are permitted and will be maintained through dredging.

7. Culverts: Many culverts exist throughout the Open Space Area. The Company retains the right to maintain or replace these as well as to add others where the Company deems necessary, as allowed or required by state, federal, or county laws, ordinances, or regulations regarding water quality, water quantity and surface and groundwater management.

8. Farm Fields: All of the Open Spaces Area may be used for pasture and crops (forage and grain) and horticulture.

9. St. Paul Water Utility: The St. Paul Water Utility has the right to enter the Open Space Area to monitor the water quality and flow rate, as well as to conduct maintenance activities deemed necessary to improve the water supply for which it is responsible. It shall retain all such rights.

10. Maintenance is permitted as follows:

    a. Continue agricultural and horticultural uses with low impact cultivation practices and soil enrichment through select nitrogen-fixing vegetation planting.

    b. Plant, cultivate, manage (including use of herbicides and pesticides) and harvest agricultural and horticultural crops. Use of herbicides and pesticides shall comply with all state,

federal, and local laws, regulations, and ordinances, including those of the City.

c. Construct and maintain roads and trails for access to agricultural and horticultural areas.

d. Construct and maintain parking facilities reasonably necessary for access to trailheads and other approved uses, subject to the limitations with respect to lighting set forth below.

e. Construct and maintain shelters and observation platforms at points of interest or scenic overlooks for recreational or research purposes. Trail shelters shall not exceed 10 feet by 20 feet in dimension.

f. Place nesting structures for wildlife, such as wood duck boxes, goose platforms, duck nesting structures, bluebird houses, and bat houses.

g. Place signs throughout area for instructional, identification and directional purposes except that no perimeter signs may be installed on or visible from public streets, except those perimeter signs forbidding entry which may be advisable from time to time.

h. Construct and maintain new tree nurseries for the purpose of providing stock to be used within the City or on adjacent nearby Company-owned land.

11. Amplified Sound: No amplified sound systems, except for wildlife census purposes, may be used within the Open Space Area.

12. Lighting: Other than security lighting, there shall be no lighting of trails or parking areas, if any, within the Open Space Area.

13. Research and Activities: It is the Company's intention to continue its present agricultural research activities and expand on these activities throughout the Open Space Area. Research will be conducted by Company staff and/or outside research groups that have been approved by the Company. A broad range of agricultural research is a possibility.

The agricultural and agricultural research activities that may take place may include but not be limited to the following:

a. Deer and Horse Farming: The Company may raise deer as a marketable product or for research purposes. This use may require construction of no more than two (2) roofed animal handling facilities which shall not exceed dimensions of fifty (50) by fifty (50) feet. High fences may also be erected for purposes of livestock enclosure. This activity may extend to studies and activities with respect to the wild deer residing in the area. The raising of horses is also possible. The numbers of such deer and horses shall not exceed four (4) deer or one(1) horse per acre, and such stock shall be separated by fencing from trails in the Open Space Area.

b. Other species (not hogs) may be raised only after issuance by the City of a conditional use permit for the use.

c. Haying and Crops: Hay may be grown and cut throughout the Open Space Area for purposes of livestock feed or sale. Various crops may be grown on the Open Space Area.

d. On-site sale of agricultural products or livestock may occur only by Company invitation, not public advertisement.

e. All other research which the Company considers desirable will be permitted as long as these activities do not pose a significant risk to the Goals and Objectives of the Open Space Area.

14. Buildings and Structures are permitted and limited as follows:

- Two (2) residential dwellings including the existing Hill/Harpur residence (existing, or comparably sized replacements thereof);
- agricultural buildings and structures;
- field offices;
- research facilities;
- interpretive/conference center with classroom facilities and dining facilities located therein but without overnight accommodations;
- if the Hill/Harpur residence ceases to be private residence, it can be operated as an overnight accommodation center only in conjunction with the general research and interpretation activities otherwise permitted in the Allowable Building Area; and
- administrative offices of the Company included within any of the foregoing.

Other than the two (2) residential dwellings, or the interpretive/conference center, no single new facility shall exceed 5,000 square feet, and neither shall the new facilities exceed 20,000 square feet in the aggregate. All new buildings, structures, and uses shall require the Company to apply for a conditional use permit in accordance with the City's Zoning Ordinance, Section 8.2, which conditional use permit shall be granted if the requirements set forth in such Ordinance Section are met and upon a determination that such structures and their uses are consistent with the Goals and Objectives for the Open Space Area.

Residential buildings shall comply with RSL-PUD performance standards set forth in the City's Zoning Ordinance, Section 7.6, and all other non-agricultural buildings shall comply with the performance standards set forth for commercial uses in the City's Zoning Ordinance, Section 7.14, as the same may be amended from time to time for the entire City.

15. All uses and activities above-listed are permissive, not mandatory upon the Company.

3. Goals and Objectives for the Open Space Area. The purpose in granting this Open Space Easement is to protect, preserve, maintain, and enhance the natural environment, residential, and agricultural characteristics presently existing, and to maintain the area as an active economically viable farm. Research of farming techniques and husbandry are part of farming operations. This residential use, agricultural use, and agricultural research has been in operation on the Open Space Area for more than 110 years and this Open Space Easement is a mechanism to assure its continuance and prevent urban development. Given this history and objectives, and the intended perpetual nature of this Open Space Easement and related documents, management methods will be constantly evaluated as to their effectiveness, and new technologies and methods will be considered for their relative usefulness as time goes on.

4. This Agreement does not grant to NOHOA or the City or to anyone claiming through NOHOA or through the City the right to enter upon the Open Space Area, except as provided in

those certain Primary Trail Easements between the Company and NOHOA, and that certain Restricted Trail Easement between the Company and NOHOA (the "Trail Easements") whether registered before or after this Open Space Easement Agreement, and as provided in Section 9 below.

5. The Company specifically covenants that no structure shall be constructed, erected or placed upon or above and no use shall be made of the Open Space Area which is inconsistent with preserving the Open Space Area in its predominant natural, scenic, residential as limited in Section 2A.14, and agricultural condition except those structures and uses specifically permitted and listed at Section 2A above.

6. Nothing herein shall limit the right of the City to regulate uses and activities upon or above the Open Space Area through zoning and other ordinances, as the same may be amended from time to time, including ordinances regulating large assemblages, except to the extent that such ordinances conflict with the uses and activities specifically reserved to the Company pursuant to this Open Space Easement.

7. This Open Space Easement shall run with the land referred to herein as the Open Space Area and is perpetual.

8. This Open Space Easement may be amended or terminated only by a written amendment to this Open Space Agreement, executed on behalf of the Company, NOHOA, and the City. In addition, the City reserves the right to permit the Company to conduct any activity not permitted herein without the consent of NOHOA; such decision by the City is hereby deemed to be a legislative act.

9. The Company, its successors and assigns, hereby grants and conveys to the City, its successors and assigns, the right to designate an official (the "Open Space Inspector") to enter or to authorize others to enter upon the Open Space Area at reasonable times after advance notice to the Company for purposes of inspection and enforcement of the covenants contained herein. This Open

Space Easement is enforceable only by the governing body of the City, the Company, or NOHOA, and no other person or third party may claim or assert any rights pursuant to or under this Open Space Easement, as either a direct or third party beneficiary.

NORTH OAKS COMPANY, LLC

By_____
Its_____

By_____
Its_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By_____
Its_____

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its Mayor

By_____
Its Clerk

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the _____ and _____, respectively, of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____ and _____, the Mayor and Clerk, respectively, of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This Instrument was drafted by:

DOHERTY, RUMBLE & BUTLER (DCS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402-4235

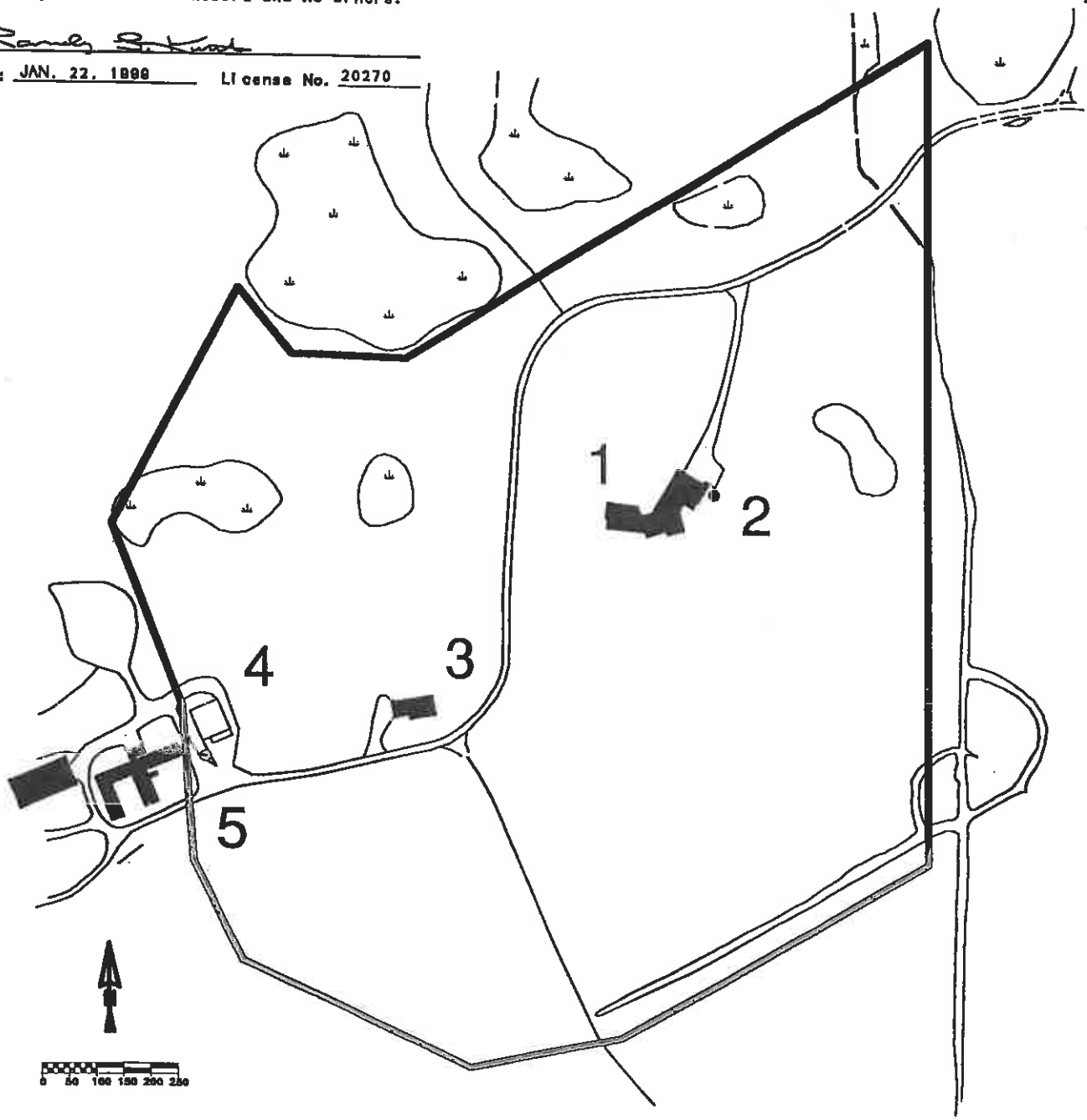
EXHIBIT A

OPEN SPACE AREA
Agricultural Land Allowable Building Area
Real Property Depiction

EXHIBIT E3A
AGRICULTURAL LAND
ALLOWABLE BUILDING AREA
FEBRUARY 11, 1999

AGRICULTURAL AREA – ALLOWABLE BUILDING AREA
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land–Allowable Building Area and shown on this exhibit are entirely within the legal descriptions on the Certificate of Titles numbered 381394, 381395, 381448 and 381397, files of the Registrar of Titles in the County of Ramsey, State of Minnesota and no others.

Date: JAN. 22, 1999 License No. 20270



BOUNDARY BUILDABLE AREA

1 REFERENCE NUMBER

NMPEXE3R – KSI – 1/22/99

DECLARATION OF RESTRICTIONS
(Primary Trails)

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made by North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), and the City of North Oaks, a Minnesota municipal corporation (the "City"), as of _____, 1999.

The Company is the fee owner of the land legally described in Exhibit A attached hereto (the "Property"), which is located in the City of North Oaks.

The Company entered into a Planned Unit Development Agreement for East Oaks Project with the City dated _____, 1999 (the "PDA"), for the planned and staged development of portions of the Property.

All terms not otherwise defined herein shall have the meanings given to them in the PDA.

The PDA requires the Company to convey Primary Trail Easements affecting portions of the Property. However, at this time, legal descriptions are not available for the Primary Trail Easement conveyances.

The Company and the City desire to record this Declaration to temporarily restrict development of the Property until such time as the legal descriptions for the conveyances are available, and the Primary Trail Easements can be conveyed and registered, in implementation and satisfaction of the PDA with respect to the Primary Trail Easements.

NOW, THEREFORE, the Company and the City hereby set forth this Declaration as follows.

1. The Company and the City agree that the Primary Trails are reasonably depicted in Exhibit B attached hereto.

2. The Primary Trails will be conveyed and registered to the North Oaks Home Owners' Association, Inc. (NOHOA) utilizing the form of Primary Trail Easement in Exhibit C attached hereto as areas are developed and legal descriptions are developed in accordance with the terms of the PDA. When a Primary Trail Easement is prepared to the City's reasonable satisfaction as indicated by the

signature of the City Attorney on the Primary Trail Easement and such Primary Trail Easement is conveyed and registered in favor of NOHOA covering that portion of the Primary Trails in the vicinity of a certain Development Site or Sites, the Company and the City will terminate this Declaration by termination agreement to be registered with the Ramsey County Registrar of Titles for the Development Site(s) which is/are in the vicinity of the Primary Trail Easement(s) conveyed and registered.

3. Until this Declaration is terminated for a Development Site within the Property pursuant to Section 2 above, the Registered Land Survey for such Development Site shall not be approved by the City, and no lots shall be sold for that Development Site.

4. This Declaration of Restrictions is binding upon the successors and assigns of the parties hereto.

5. This Agreement shall be governed in accordance with the terms of Minnesota law.

NORTH OAKS COMPANY, LLC

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

CMM 973482.05 dec

EXHIBIT A

PRIMARY TRAILS

Certificate No. 190066
Tract "N", Registered Land Survey No. 167, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235548
Tract "A", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235559
Tract "L", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235560
Tract "M", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 235562
Tract "R", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 238832
The Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4), Section eight (8), Township thirty (30), Range twenty-two (22) lying Northerly and Easterly of Registered Land Surveys No. 215 and 233, according to the Government Survey thereof.

Certificate No. 299885
Tract A, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299886
Tract B, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299887
Tract C, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299888
Tract D, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299889
Tract E, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299890
Tract F, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299891
Tract G, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299892
Tract H, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299895
Tract K, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299896
Tract L, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299897
Tract M, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299898
Tract N, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299901
Tract Q, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 311653
Tract K, Registered Land Survey No. 393, files of Registrar of Titles, County of Ramsey.

Certificate No. 311654
Tract L, Registered Land Survey No. 393, files of Registrar of Titles, County of Ramsey.

Certificate No. 367069
The Northwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 367072
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Northerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34

seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East, 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381394
The East Half of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381395
The Southwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381396
That part of the Southwest Quarter of Section 5, Township 30, Range 22, which lies Easterly and Southerly of Tract R, Registered Land Survey No 205.
and
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Southerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381397
The Northwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381398
The Southwest Quarter of Section 9, Township 30, Range 22.

Certificate No. 381399
The Southeast quarter of the Northwest quarter of Section 4, Township 30, Range 22.
and
That part of the Northeast quarter of the Northwest quarter lying Westerly of Centerville Road in Section 4, Township 30, Range 22.

Certificate No. 381422
That part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 30, Range 22, which lies northerly of Birch Lake Boulevard, and northerly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence on an assumed bearing of South 89 degrees, 37 minutes, 50 seconds West along the south line of said Southeast Quarter of the Northwest Quarter, 604.08 feet to the northerly right of way line of the Minneapolis, St. Paul & Sault Ste. Marie Railroad, being the point of beginning of the line to be described; thence North 58 degrees, 25 minutes, 12 seconds East, 704.75 feet along said right of way line to the east line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

Certificate No. 381448
Tract Y, Registered Land Survey No. 532.

Certificate No. 500621
Tract K, Registered Land Survey No. 552.

EMD: 977327

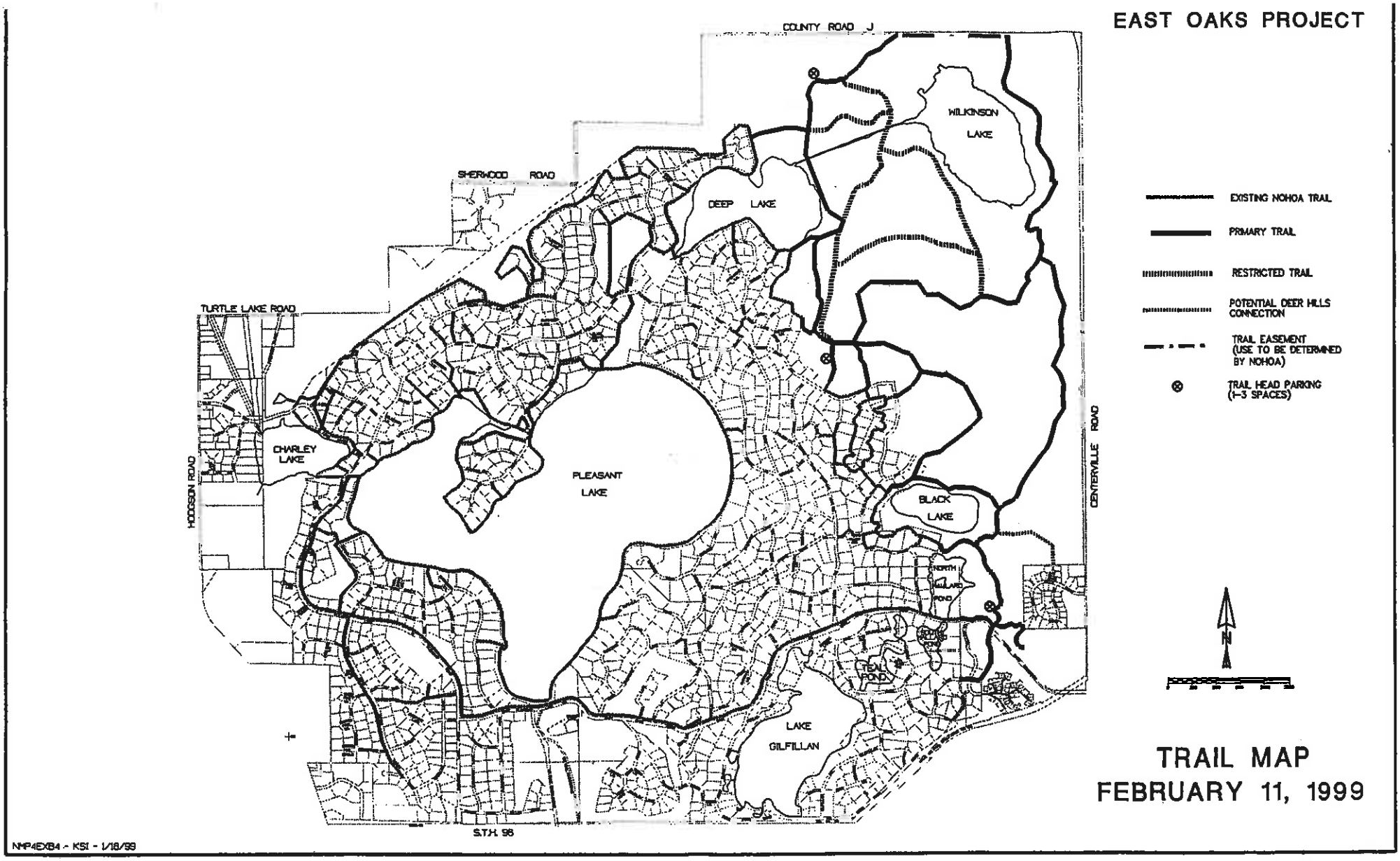

EAST OAKS PROJECT
COUNTY ROAD J
SHERWOOD ROAD
TURTLE LAKE ROAD
HODGSON ROAD
CENTERVILLE ROAD
S.T.H. 96
WILKINSON LAKE
DEEP LAKE
CHARLEY LAKE
PLEASANT LAKE
BLACK LAKE
NORTH WETLAND POND
TEAL POND
LAKE GILFILLAN
EXISTING NOHOA TRAIL
PRIMARY TRAIL
RESTRICTED TRAIL
POTENTIAL DEER HILLS CONNECTION
TRAIL EASEMENT (USE TO BE DETERMINED BY NOHOA)
TRAIL HEAD PARKING (1-3 SPACES)
N
TRAIL MAP
FEBRUARY 11, 1999
NMP4EXB4 - KSI - 1/18/99

EXHIBIT B

PRIMARY TRAIL EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 1999, by and between **North Oaks Company, LLC**, a Minnesota limited liability company (the "Company"), and the **North Oaks Home Owners' Association**, a Minnesota non-profit corporation ("NOHOA").

The Company is the owner in fee simple of the real property legally described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Company Property").

NOHOA is an association of residential lot owners in the City of North Oaks (the "City") which maintains and operates a private road and trail system within the City for the benefit and use of its members.

The Company desires to grant to NOHOA an easement over part of the Company Property for the private use of NOHOA members as further set forth below.

NOW, THEREFORE, in consideration of the approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks and the covenants and agreements herein contained, the Company and NOHOA agree as follows.

1. The Company hereby grants, bargains, sells, and conveys to NOHOA, and its successors and assigns, an easement on, under, and across the primary trail easement ("Primary Trail Easement") which is legally described in Exhibit B attached hereto and depicted in Exhibit C attached hereto (the "Primary Trail Easement Area").

2. The Primary Trail Easement is hereby granted and accepted subject to the following terms and conditions.

   a. The Primary Trail Easement shall be for the non-exclusive use of NOHOA members and their invitees and shall be subject to reasonable rules and regulations of NOHOA.

   b. NOHOA and its successors and assigns assume the obligation of maintaining the Primary Trail Easement, such maintenance obligation to include, as necessary, the use of motorized maintenance vehicles. The Company reserves the right, but not the obligation, to conduct maintenance activities to the same extent.

   c. No trash, waste, and other offensive materials shall be placed on or within the Primary Trail Easement, and no member of NOHOA shall have the right to place any structure, except for discreet trail signs, or any other object in the Primary Trail Easement Area.

   d. The duration of the Primary Trail Easement is perpetual.

e. The Primary Trail Easement may be modified or terminated only by a written amendment to this Primary Trail Easement Agreement, executed on behalf of the Company and NOHOA.

f. The precise location, configuration, and width of the Primary Trail Easement may be altered due to topography, vegetation, wetlands, water bodies, erosion or erosion control, or changing conditions over time so long as a reasonably equivalent trail in the same general location serving the same or similar purpose is conveyed to NOHOA.

3. NOHOA shall control access to and use of the Primary Trail Easement. However, the Company reserves the right to grant access to and non-motorized use of the Primary Trail Easement to its invitees as follows: Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may use the Primary Trail Easement as invitees of the Company without advance consent. In addition, and without numerical or purpose limitation, Company invitee may include owners of dwelling units constructed on land currently owned by the Company outside the City but sharing a common boundary with the City jurisdictional limit if such dwelling unit owners become members of NOHOA, but specifically excluding commercial lot purchasers or tenants. All persons other than those listed in this paragraph invited by the Company to use the Primary Trail Easement are permitted to enter only upon the advance written consent of the President of NOHOA.

4. This Primary Trail Easement may not be amended or terminated without the prior written consent of the City.

IN WITNESS WHEREOF, this Agreement is executed by the Company and NOHOA by their authorized officers.

NORTH OAKS COMPANY, LLC

By _____
Its _____

NORTH OAKS HOME OWNERS' ASSOCIATION

By _____
Its _____

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

DECLARATION OF RESTRICTIONS
(Restricted Trail)

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made by North Oaks Company, LLC, a Minnesota limited liability company (the "Company"), and the City of North Oaks, a Minnesota municipal corporation (the "City"), as of January ____, 1999.

The Company is the fee owner of the land legally described in Exhibit A attached hereto (the "Property"), which is located in the City of North Oaks.

The Company entered into a Planned Unit Development Agreement for East Oaks Project with the City dated _____, 1999 (the "PDA"), for the planned and staged development of portions of the Property.

All terms not otherwise defined herein shall have the meanings given to them in the PDA.

The PDA requires the Company to convey the Restricted Trail Easement affecting portions of the Property. However, at this time, the legal description is not available for the Restricted Trail Easement conveyance.

The Company and the City desire to record this Declaration to temporarily restrict development of the Property until such time as the legal description for conveyance is available, and the Restricted Trail Easement can be conveyed and registered, in implementation and satisfaction of the PDA with respect to the Restricted Trail Easement.

NOW, THEREFORE, the Company and the City hereby set forth this Declaration as follows.

1. The Company and the City agree that the Restricted Trails are reasonably depicted on Exhibit B attached hereto.

2. The Restricted Trail will be conveyed and registered to the North Oaks Home Owners' Association, Inc. (NOHOA) using the form of Restricted Trail Easement in Exhibit C attached hereto when the legal description becomes available and is reasonably satisfactory to the

City, as indicated by signature of the City Attorney on the Restricted Trail Easement, but in any event no later than two years after the date of this Agreement.

3. Upon registering the Restricted Trail Easement containing the legal description and signature of the City Attorney, this Declaration shall terminate and shall be of no further force and effect.

4. Until this Declaration is terminated, no Registered Land Survey for the Development Sites north and east of the Restricted Trail shall be approved by the City, and no lots shall be sold in those Development Sites.

5. This Declaration of Restrictions is binding upon the successors and assigns of the parties hereto.

6. This Agreement shall be governed in accordance with the terms of Minnesota law.

NORTH OAKS COMPANY, LLC

By_____
Its_____

CITY OF NORTH OAKS

By_____
Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of the City of North Oaks, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

CMM 973484.05 doc

EXHIBIT A

RESTRICTED TRAIL

Certificate No. 235562
Tract "R", Registered Land Survey No. 205, on file in the office of the Registrar of Titles within and for said County.

Certificate No. 238832
The Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4), Section eight (8), Township thirty (30), Range twenty-two (22) lying Northerly and Easterly of Registered Land Surveys No. 215 and 233, according to the Government Survey thereof.

Certificate No. 299896
Tract L, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 299901
Tract Q, Registered Land Survey No. 368, files of Registrar of Titles, County of Ramsey.

Certificate No. 367069
The Northwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 367072
That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Northerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East, 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

Certificate No. 381395
The Southwest Quarter of the Southwest Quarter of Section 4, Township 30, Range 22.

Certificate No. 381396

That part of the Southwest Quarter of Section 5, Township 30, Range 22, which lies Easterly and Southerly of Tract R, Registered Land Survey No 205.

and

That part of the Southeast Quarter of Section 5, Township 30, Range 22, lying Southerly of the following described line: Commencing at the South Quarter corner of said Section 5; thence on an assumed bearing of North 00 degrees, 04 minutes, 21 seconds East, along the West line of said Southeast Quarter of Section 5, a distance of 296.97 feet to the actual point of beginning of line to be described: thence North 54 degrees, 11 minutes, 04 seconds East, 199.43 feet; thence North 24 degrees, 11 minutes, 04 seconds East, 132.90 feet; thence North 09 degrees, 02 minutes, 34 seconds East, 275.32 feet; thence North 24 degrees, 06 minutes, 34 seconds East, 131.90 feet; thence North 54 degrees, 36 minutes, 04 seconds East, 527.20 feet; thence North 62 degrees, 33 minutes, 05 seconds East, 466.15 feet; thence South 78 degrees, 52 minutes, 26 seconds East, 224.90 feet; thence North 74 degrees, 44 minutes, 34 seconds East 423.12 feet; thence North 89 degrees, 50 minutes, 34 seconds East, 185.78 feet; thence South 68 degrees, 02 minutes, 26 seconds East, 446.28 feet; thence South 83 degrees, 44 minutes, 26 seconds East, 239.99 feet, to the East line of said Southeast Quarter of Section 5, and there terminating.

EMD: 977781

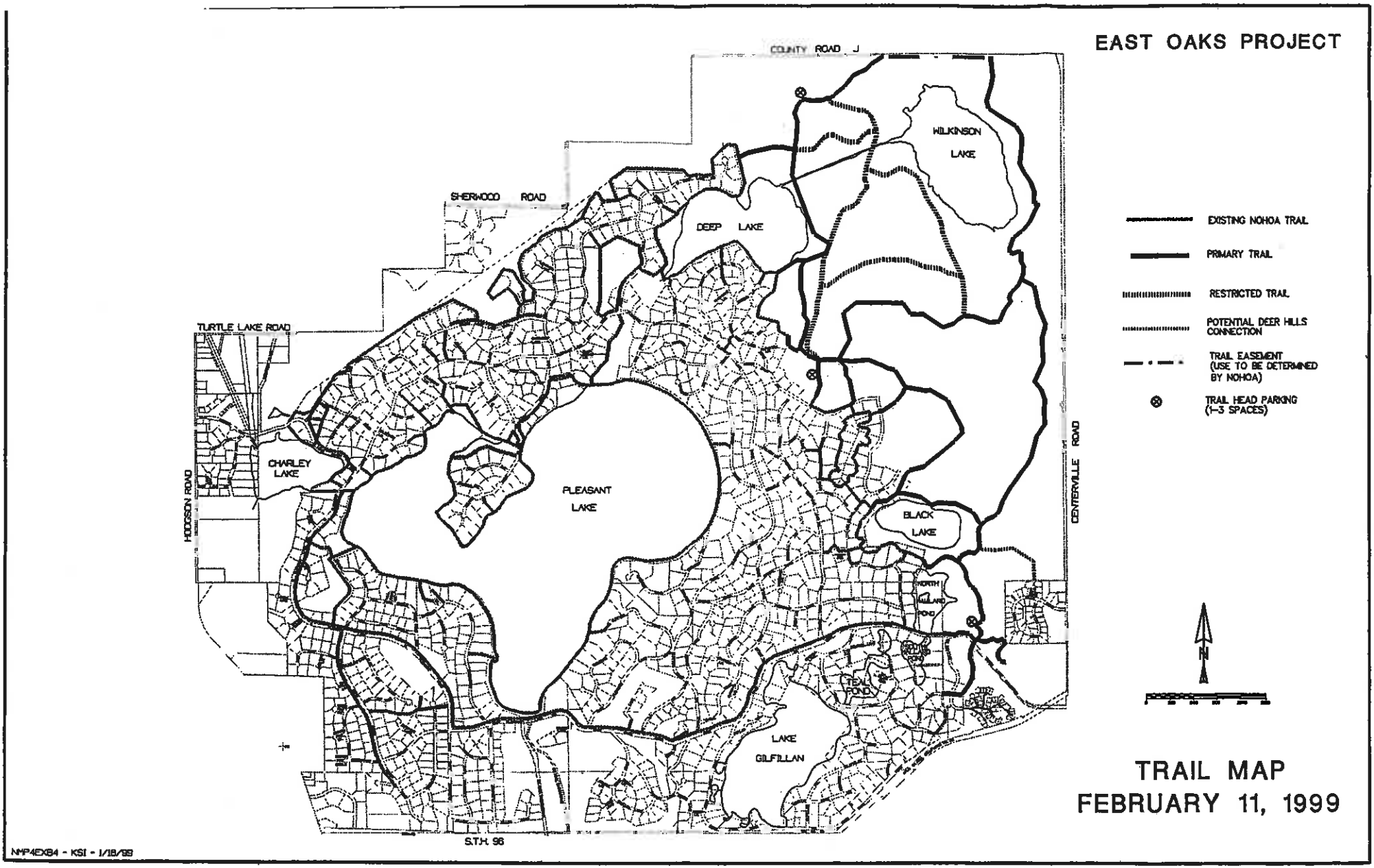

EAST OAKS PROJECT
COUNTY ROAD J
SHERWOOD ROAD
TURTLE LAKE ROAD
HODGSON ROAD
CENTERVILLE ROAD
S.T.H. 96
WILKINSON LAKE
DEEP LAKE
CHARLEY LAKE
PLEASANT LAKE
BLACK LAKE
NORTH HILLARD POND
TEAL POND
LAKE GILFILLAN
EXISTING NOHOA TRAIL
PRIMARY TRAIL
RESTRICTED TRAIL
POTENTIAL DEER HILLS CONNECTION
TRAIL EASEMENT (USE TO BE DETERMINED BY NOHOA)
TRAIL HEAD PARKING (1-3 SPACES)
N
TRAIL MAP
FEBRUARY 11, 1999
NMP4EX84 - KSI - 1/18/99

EXHIBIT B

RESTRICTED TRAIL EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 1999, by and between **North Oaks Company, LLC**, a Minnesota limited liability company (the "Company"), and the **North Oaks Home Owners' Association**, a Minnesota non-profit corporation ("NOHOA").

The Company is the owner in fee simple of the real property legally described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Company Property").

NOHOA is an association of residential lot owners in the City of North Oaks (the "City") which maintains and operates a private road and trail system within the City for the benefit and use of its members.

The Company desires to grant to NOHOA an easement over part of the Company Property for the private use of NOHOA members as further set forth below.

NOW, THEREFORE, in consideration of the approval of the East Oaks Planned Unit Development by the City Council of the City of North Oaks and the covenants and agreements herein contained, the Company and NOHOA agree as follows.

1. The Company hereby grants, bargains, sells, and conveys to NOHOA, and its successors and assigns, an easement on, under, and across the restricted trail easement ("Restricted Trail Easement") which is legally described in Exhibit B attached hereto and depicted in Exhibit C attached hereto (the "Restricted Trail Easement Area").

2. The Restricted Trail Easement is hereby granted and accepted subject to the following terms and conditions.

a. The Restricted Trail Easement shall be for the non-exclusive use of NOHOA members and shall be subject to reasonable rules and regulations of NOHOA.

b. NOHOA and its successors and assigns assume the obligation of maintaining the Restricted Trail Easement, such maintenance obligation to include, as necessary, the use of motorized maintenance vehicles. The Company reserves the right, but not the obligation, to conduct maintenance activities to the same extent.

c. No trash, waste, and other offensive materials shall be placed on or within the Restricted Trail Easement, and no member of NOHOA shall have the right to place any structure, except for discreet trail signs, or any other object in the Restricted Trail Easement Area.

d. The duration of the Restricted Trail Easement is perpetual.

e. The Restricted Trail Easement may be modified or terminated only by a written amendment to this Restricted Trail Easement Agreement, executed on behalf of the Company and NOHOA.

f. No dogs, cats, other pets, or motorized vehicles (except for construction and maintenance purposes) will be permitted on the Restricted Trail Easement.

g. The precise location, configuration, and width of the Restricted Trail Easement may be altered due to topography, vegetation, wetlands, water bodies, erosion or erosion control, or changing conditions over time so long as a reasonably equivalent trail in the same general location serving the same or similar purpose is conveyed to NOHOA.

3. NOHOA shall control access to and use of the Restricted Trail Easement. However, the Company reserves the right to grant access to and non-motorized use of the Restricted Trail Easement to its invitees as follows: Non-North Oaks residents not to exceed fifty (50) people per day for purposes of maintenance, conservation, education, or research, may use the Restricted Trail Easement as invitees of the Company without advance consent. In addition, and without numerical or purpose limitation, Company invitees may include owners of dwelling units constructed on land currently owned by the Company outside the City but sharing a common boundary with the City jurisdictional limit if such dwelling unit owners become members of NOHOA, but specifically excluding commercial lot purchasers or tenants. All persons other than those listed in this paragraph invited by the Company to use the Restricted Trail Easement are permitted to enter only upon the advance written consent of the President of NOHOA.

The Company further retains the right to have its manager of the Company Property restrict or deny access to all or portions of the Restricted Trail Easement for construction, maintenance, bio-management reasons such as inventories, hatching or nesting seasons, botanical plantings, species protection or enhancement, or for other reasons consistent with the terms and conditions of said Open Space Easements, such restriction not to exceed thirty (30) days in any one (1) calendar year without the advance written consent of the President of NOHOA.

4. This Restricted Trail Easement may not be amended or terminated without the prior written consent of the City.

IN WITNESS WHEREOF, this Agreement is executed by the Company and NOHOA by their authorized officers.

NORTH OAKS COMPANY, LLC

By _____
Its _____

NORTH OAKS HOME OWNERS' ASSOCIATION

By _____
Its _____

Approved as to form:

_____
City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 1999, by _____, the _____ of North Oaks Home Owners' Association, a Minnesota non-profit corporation, on behalf of the corporation.

_____
Notary Public

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

APPENDIX 1

FINDINGS AND DEVELOPMENT GUIDELINES

APPENDIX 1

to the

PLANNED DEVELOPMENT AGREEMENT

between

NORTH OAKS COMPANY, LLC

and the

CITY OF NORTH OAKS

Ramsey County, Minnesota

Findings And Development Guidelines

SECTION 1 PURPOSE AND INTENT

The intent and purposes of the Planned Development Agreement for the Subject Property are to:

A. Modify the existing Zoning Ordinance and other City standards in order to provide for greater creativity and flexibility in environmental design than is provided for under the strict application of the existing Zoning Ordinance and standards while at the same time preserving the health, safety, order, convenience, prosperity, and general welfare of the City and its inhabitants.

B. Encourage the preservation and enhancement of desirable site characteristics and significant wildlife habitat, both terrestrial and aquatic.

C. Encourage a more creative and efficient use of the land.

D. Encourage a development pattern in harmony with the City's objectives for land use, overall residential density, environmental protection, habitat conservation, active and passive recreation, and diversity of residential and commercial opportunities to meet the changing needs associated with new demographic trends and a gradually aging population.

SECTION 2 FINDINGS

By authorizing this Planned Development Agreement, the City Council has found the following:

A. That the proposed East Oaks PUD Project is consistent with the City's Comprehensive Plan.

B. That the proposed East Oaks PUD Project has been designed as a complete and unified development within its own boundaries in terms of relationship of structures, patterns of circulation, visual character, and interrelationship of utilities and drainage infrastructure.

C. That the proposed layout of land use within the East Oaks PUD Project will result in compatible land uses with present and planned uses in the surrounding area.

D. That design and overall concept for the East Oaks PUD Project justify the following modifications to the existing City Zoning Ordinance and Subdivision Ordinance:

1. Setbacks for residential development
2. Street pavement width
3. Requirements for lot area, minimum lot frontage on street and building setback from roadways
4. Building height
5. Floor Area Ratio requirements
6. Use of entrance monument signs
7. Planting of shrubs, flowers, and ornamental trees around entrance monuments
8. Parking requirements
9. Suitable site size requirements

E. That each Development Site of the East Oaks PUD Project is sufficient unto itself on the basis of size, composition, arrangement and the provision of municipal utilities; and the construction and operation of each Development Site is feasible without dependence upon any subsequent Development Site.

F. That the impacts of the proposed East Oaks PUD Project on parks, schools, streets and other public facilities have been reviewed in an Environmental Assessment Worksheet, that mitigative measures have been identified, and that no unmitigated negative results will be produced.

G. That the approval of the East Oaks PUD Project complies with the requirements of the City's Zoning Ordinance.

H. That the approval of the East Oaks PUD Project grants a conditional use permit and two (2) variances pursuant to the Shoreland Ordinance. Such variances are described in Table 1 in Section 5 hereof.

SECTION 3 LAND USE REGULATIONS

For the Subject Property, the following land-use regulations shall apply.

Permitted, Conditional, and Accessory Uses

A. Residential Uses: The following residential uses shall be allowed in the Development Sites within the Subject Property, as further detailed in Section 5 hereof:

1. RSL-PUD, Residential Conservancy Home Lots

2. RSM-PUD, Residential Detached Open Space Home Lots

3. RMM-PUD, RMH-PUD, and RCM-PUD, Residential Detached and Attached Open Space Home Lots, including various types of multi-family dwellings.

B. Commercial Uses: As per City Zoning Ordinance, Section 7.10 for residential commercial mixed district (RCM), whether or not within a shopping center, as further limited in Table 1 of Section 5 hereof.

C. Active and Passive Private Open Space: No land within the designated parks shall be used for a use other than those listed below:

1. Permitted Uses:

a. Parks for active and passive recreation, playgrounds, tennis courts, trails, and other similar non-motorized uses

b. Off-street parking (accessory use only)

c. Docks, viewing/boating piers, and other similar water-oriented facilities for non-motorized activities

d. Green Space

e. Essential Improvements

D. Protected Land: The Protected Land shall be used only as permitted in the Open Space Easements and Trail Easements executed or to be executed pursuant to the Planned Development Agreement, and to the extent not inconsistent therewith, the Conservation Easements.

SECTION 4. PERFORMANCE STANDARDS

A. RESIDENTIAL

All residential development shall meet the following performance standards.

Architectural Review: All homes proposed for construction within the Development Sites shall be subject to review by the North Oaks Home Owners' Association Architectural Supervisory Committee (ASC) to the extent required by the ASC.

1. RSL-PUD: RESIDENTIAL CONSERVANCY LOTS

The dimensional standards pertaining to lot size, width, frontage, setbacks, impervious coverage, etc. for the Residential Conservancy Lots within the East Oaks PUD Project shall be the same as those that apply to the "RSL District" pertaining to the currently developed areas of the City, as specified in Section 7.6 of the City Zoning Ordinance.

2. RSM-PUD: RESIDENTIAL DETACHED OPEN SPACE LOTS

a. Minimum Setbacks: Minimum building setbacks shall be measured as follows:

	Principal & Attached Accessory Structures	Detached Accessory Structures
From Roadway Easements	10 ft. (house or side loaded garage) 20 ft. (front loaded garage)	20 feet
From Adjacent Structures	12 ft. garage to garage 20 ft. garage to house 24 ft. house to house	6 feet

	Driveways	Parking/Exterior Pads	Swimming Pool
From Roadway Easements	N/A	0 feet	20 feet
From Adjacent Structures	10 feet	10 feet	15 feet
From Corner Roadway Easements	20 feet	20 feet	15 feet

Wetland Setback: All principal and accessory structures shall be set back 30 feet from all wetlands as defined in the Zoning Ordinance.

b. Maximum Building Height:

Principal and attached accessory buildings: 35 feet, measured from the finished ground grade at the front setback line; and in lots suited for walkout homes 45 feet, consistent with the City Zoning Ordinance, measured from the lowest finished grade established by the City approved grading plan.

c. Minimum Parking Requirements:

One enclosed space plus two off-street spaces, a minimum 9' x 18' each, for each dwelling unit not including the driveway approach area to the primary enclosed parking space.

The required off-street spaces must not encroach the roadway or pedestrian easements.

d. Roadway/Access Requirements:

Maximum one curb-cut per dwelling

Minimum spacing of driveways: no closer than 10 feet apart, unless they are shared

Maximum driveway width at front property line: 16 feet

Minimum roadway width: 18 feet (20 feet if curbed)

e. Fences and Landscaping:

The provisions of Sections 6.14 and 6.15 of Zoning Ordinance shall govern fences, screening, planting strips, and landscaping.

3. RMM-PUD, RMH-PUD, and RCM-PUD: RESIDENTIAL DETACHED AND ATTACHED OPEN SPACE HOME LOTS

a. Minimum Setbacks:

Building to building:	Front to front:	40 feet for principal buildings
	Side to side:	15 feet for principal buildings
	Rear to rear:	50 feet for principal buildings

(Where different building sides face each other, the more restrictive setback shall apply.)

Principal building to roadway easement: Front: 15 feet, side 20 feet, rear 20 feet

Wetland Setback: All principal and accessory structures shall be set back 30 feet from all wetlands as defined in the Zoning Ordinance.

b. Maximum Building Height:

Principal and attached accessory buildings: 35 feet, measured from the finished ground grade at the front setback line; and, for lots suited for walkout homes 45 feet, consistent with the City Zoning Ordinance, measured from the lowest finished grade established by the City approved grading plan, except that multi-story multi-family dwellings are allowed as further provided in Section 5 hereof.

c. Minimum Parking Requirements:

Two spaces per dwelling unit of which at least one space shall be enclosed. Driveways to enclosed parking spaces shall count as off-street parking, provided that each space is a minimum of 9' x 18'.

In addition, one space per dwelling, provided in shared, off-lot locations unless each dwelling unit has three spaces.

d. Roadway/Access Requirements:

Maximum one curb-cut per dwelling.

Minimum spacing of driveways: no closer than 10 feet apart, unless they are shared

Maximum driveway width at front property line: 18 feet

Minimum roadway width: 18 feet (20 feet if curbed)

Minimum roadway width (serving four dwellings or less): 16 feet

e. Fences and Landscaping:

The provisions of Sections 6.14 and 6.15 of the Zoning Ordinance shall govern fences, screening, planting strips, and landscaping.

B. RETAIL, SERVICES, AND OFFICES:

All retail, service, and office uses shall meet the standards and requirements applicable to commercial/service uses contained in the Zoning Ordinance, Section 7.10.

C. SHORELAND

The shoreland areas and parkland areas within the Development Sites of the Subject Property shall meet the following performance standards:

A protected zone shall exist as measured 150 feet from the ordinary high water level of Wilkinson Lake and Black Lake and 75 feet from the ordinary high water level of Charley and Deep Lakes, and North and South Mallard Ponds. This zone shall be protected in a natural, unmowed state for the preservation of wildlife and water quality. The erection of all structures, fences, and impervious surfaces; the alteration or removal of vegetation; and other similar disturbances to the natural environment, shall be prohibited in this zone.

Notwithstanding these provisions, trails, signage related to parklands and trails, benches, docks, viewing and boating piers, and other devices reasonably necessary for the protection or enjoyment of this area shall be allowed within the protected zone, and it will be permissible to remove buckthorn and other non-native invasive species within this zone and to trim lower limbs of trees in order to enhance views.

D. ENTRANCE MONUMENT SIGNS

Monuments to identify Development Sites shall be permitted if they conform to the following standards:

1. Not exceed 8 feet in height as measured from the finished grade.
2. Not extend into the adjacent road easement.
3. Not obstruct the view of oncoming traffic.
4. Include landscaping around the base consisting of shrubs, flowers and ornamental trees, notwithstanding the provisions of Section 6.14.2 of the Zoning Ordinance.
5. No exposed neon lighting on sign.
6. Designed to be compatible with adjacent building architecture.
7. The sign face shall not exceed 80 square feet for each side of the sign.

E. SUITABLE SITE

The Suitable Site requirements of the Subdivision Ordinance shall not apply to Development Sites which are served by central sanitary sewer.

F. AGGREGATE FLOOR AREA RATIO

In those Development Sites where Floor Area Ratio is calculated in the aggregate, no dwelling unit in a detached home or townhome shall be more than double the Total Floor Area of any other such dwelling unit in the same Development Site, without prior Council approval.

SECTION 5. TYPES OF DEVELOPMENT

The Comprehensive Plan currently provides for a maximum of 645 dwelling units and the commercial development of 21 acres within the Subject Property.

In general, there will be five types of Development within the Development Sites of the Subject Property. These are:

A. Single Family Detached. These Development Sites will consist entirely of Residential Conservancy Lots and Residential Detached Open Space Home Lots. Zoning: RSL-PUD, RSM-PUD.

B. Limited Mixed Residential. These Development Sites will include Residential Detached Open Space Lots and/or Residential Attached Open Space Home Lots. Zoning RMM-PUD and RMH-PUD.

C. Mixed Residential. These Development Sites will include Residential Detached Open Space Lots and/or Residential Attached Open Space Home Lots including various types of multi-family dwellings. Zoning: RMH-PUD.

D. Limited Mixed Use. These Development Sites will include Residential Detached Open Space Lots and/or Residential Attached Open Space Home Lots including various types of multi-family dwellings and/or Commercial/Service uses other than food, liquor, gas or video sales. Zoning RCM-PUD.

E. Mixed Use. These Development Sites will include Residential Detached Open Space Lots and/or Residential Attached Open Space Home Lots including various types of multi-family dwellings and/or Commercial/Service uses. Zoning: RCM-PUD

Table 1 indicates the type of Development, numbers and types of dwelling units, and other Development Site performance standards.

Table 1

Development Sites

	ZONING	PLANNED # OF DWELLING UNITS	USE TYPES, DENSITY AND HEIGHT LIMITS
Site A:	RMM-PUD	40	Single family detached and townhomes (as defined in the Zoning Ordinance). Density increase of 30% allowed.
Site B:	RSM-PUD	2	Single family detached. Density increase of 30% allowed.
Site C:	RSM-PUD	10	Single family detached. Density increase of 30% allowed.
Site D:	RMH-PUD	200	Single family detached, townhomes (as defined in the Zoning Ordinance), and other multi-family dwellings with maximum height of 47 feet. Density increase of 50% allowed.
Site E:	RCM-PUD	110	Single family detached, townhomes (as defined in the Zoning Ordinance), and other multi-family dwellings with maximum height of 47 feet. Density increase of 50% allowed. All permitted, conditional and accessory uses pursuant to Section 7.10 of the Zoning Ordinance. The required setback from the ordinary high water level of Wilkinson Lake shall be 150 feet, which is a 50 feet variance from the 200 feet setback presently required by the Shoreland Ordinance.
Site F:	RMH-PUD	10	Single family detached and townhomes (as defined in the Zoning Ordinance). Density increase of 30% allowed. The Floor Area Ratio shall not exceed .20.
Site G:	RCM-PUD	68	Single family detached, townhomes (as defined in the Zoning Ordinance) and other multi-family dwellings. The following commercial uses, and no others, shall be permitted: general office, including professional, real estate, financial, medical outpatient and dental outpatient offices; insurance agency; travel agency; medical or dental clinics; and, by conditional use permit, daycare. Density increase of 30% allowed.
Site H:	RCM-PUD	35	Single family detached, townhomes (as defined in the Zoning Ordinance) and other multi-family dwellings. The following commercial uses, and no others, shall be permitted: general office, including professional, real estate, financial, medical outpatient and dental outpatient offices; insurance agency; travel agency; medical or dental clinics; and, by conditional use permit, daycare. Density increase of 30% allowed.

Site I:	RSM-PUD	54	Single family detached. No density increase. Floor Area Ratio to be calculated in the aggregate. The required setback from the ordinary high water level of North Mallard Pond shall be 75 feet, which is a 50 feet variance from the 125 feet setback presently required by the Shoreland Ordinance.
Site J:	RSM-PUD	7	Single family detached. Density increase of 30% allowed.
Site K:	RSL-PUD	64	Single family detached. Density increase of 30% allowed.
Site L:	RMH-PUD	45	Single family detached at an overall density which is no greater than the existing density in the Deer Hills subdivision. No density increase. The Floor Area Ratio shall not exceed .24.
Site M:	LI-PUD	0	Meet requirements of the Zoning Ordinance, Section 7.15.

Shoreland Variances: Variances which are granted to the Shoreland Ordinance are described in Sites E and I in Table 1 above. No other Shoreland Ordinance variances and no VLAWMO variances are granted.

Height of Buildings: Except as otherwise specified in Table 1 above for multi-family dwellings in Sites D and E, the maximum height of buildings shall be 35 feet except in the case of walkouts, where 45 feet is permitted, consistent with the City Zoning Ordinance measured from the lowest finished grade established by the City approved grading plan.

Number of Dwellings Permitted: The number of dwelling units planned for each Development Site is shown in Table 1. Where the number of approved dwelling units in an individual Development Site varies from the number of dwelling units that is specified in Table 1, the aggregate number of proposed dwelling units in remaining undeveloped Development Sites shall be adjusted by the same number. Concurrent with each application for Development which includes such variation in number of dwelling units, the Developer shall provide the City with its best estimate as to the future allocation of remaining units to specific undeveloped Development Sites. Except for Development Sites I and L where no density increase is permitted and Development Sites D and E where the density increase is limited to 50%, density increases of up to 30% within each Development Site are permitted between and among the various Development Sites.

Number of Commercial Acres Permitted: The number of commercial use acres permitted within the Development Sites is 21. These acres may be located in any or all of the Development Sites with a Zoning Designation of RCM-PUD.

Conversion of Permitted Uses: The limits of 645 dwelling units and 21 commercial use acres may be varied as follows:

a. Should the Developer elect to forego Development of some or all of the 21 commercial acres, the number of permitted dwelling units within the Development Sites will be increased at the rate of 5 dwelling units for each full acre of commercial Development foregone.

b. Should the Developer elect to forego Development of the full 645 dwelling units, the number of permitted acres for commercial Development within the Mixed Use Development Sites will be increased at the rate of one acre of commercial use for each 5 dwelling units foregone, except that if the increased use is office then 2.5 dwelling units shall be foregone for each additional acre of office use.

ORDINANCE NO. 93

AN ORDINANCE REGULATING THE SUBDIVISION AND DIVIDING OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF NORTH OAKS.

The Council of the City of North Oaks does ordain:

Section 1. Title. This Ordinance shall hereafter be known, cited and referred to as the "Subdivision Ordinance" of the City, and is adopted pursuant to the authorization of, Minnesota Statutes, Section 462.358

Section 2. Purpose. The purpose of this Subdivision Ordinance is to implement the Comprehensive Plan as adopted by the City Council and to effect the purposes set forth in Minnesota Statutes, Section 462.351

Section 3. Application of Regulations and Scope. The rules and regulations governing Plats and Subdivisions of Land contained in this Ordinance shall apply within the City of North Oaks. It is not intended by these regulations to repeal, abrogate, annul or in any way impair or interfere with private restrictions placed upon property by deed, covenant or other private agreements or with restrictive covenants running with the Land, except that the most restrictive shall apply. Minnesota Statutes Section 462.358, as amended, is hereby incorporated by this reference and shall control any conflict between the provisions thereof and this Ordinance.

Section 4. Rules. In the construction of this Ordinance, the rules contained in this Section shall be observed and applied, except when the context clearly indicates otherwise:

4.1 Words used in the present tense shall include the future, the words used in the singular number shall include the plural number, and the plural the singular.

4.2 The word "shall" is mandatory and not discretionary.

4.3 The word "may" is permissive.

4.4 The masculine gender includes the feminine and neuter.

4.5 County Recorder includes "Registrar of Titles" where appropriate.

Section 5. Definitions.

5.1 Applicant. A Subdivider or Owner submitting an application for Land Development or Subdivision, Conditional Use Permit, Amendment, and/or Variance.

5.2 Building. Any Structure used or intended for supporting or sheltering any Use or occupancy.

5.3 Comprehensive Plan. The official North Oaks Comprehensive Plan made and recommended by the City Planning Commission and adopted by the City Council and all subsequent amendments and supplements thereto, indicating the general locations recommended for the principal Streets, Parks and Playgrounds, recreation areas, public Buildings, Zoning Districts, character and extent of community development and other physical aspects of urban planning on file in the office of the City Clerk.

5.4 Common Property. A parcel or parcels of Land, together with the improvements thereon, which may include, but is not limited to, recreational areas and facilities, Green Space, Open Space, and Roads, all of which is for the Use, responsibility and benefit of the Owners of specific Land as shown on an officially recorded Plat or Registered Land Survey.

5.5 Development. A planning or construction project on Land which may include the Subdivision of Land, Buildings, Structures, site improvements or Grading.

5.6 Development Contract . An agreement between the City and Land Owner or Applicant in which the terms and conditions of Development are set forth.

5.7 Dwelling. A Building or one (1) or more portions thereof occupied or intended to be occupied exclusively for human habitation, but not including rooms in commercial enterprises such as, but not limited to, motels, hotels, nursing homes, boarding houses, nor trailers, tents, cabins, or trailer coaches. A Dwelling shall not be interpreted to include lodging rooms.

5.8 Dwelling, Multi-Family. A Building used for occupancy by three or more Families living independent of each other and containing three (3) or more Dwelling Units per Building. Multi-Family Dwellings shall be limited to Rowhouses, Condominiums and Senior Housing.

5.9 Dwelling Unit. One (1) or more rooms connected together, constituting a separate, independent housekeeping unit for owner occupancy, rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or Dwelling Units which may be in the same Structure, and containing independent cooking, sleeping and sanitation facilities.

5.10 Easement. A limited right to or for the Use or restriction of Use of Land for a specifically stated purpose such as, but not limited to, arboreal, berm, canal, drainage, driveway, maintenance, natural state, Green Space, Open Space, planting, ponding, Roads, trails or recreation, trimming, utilities, vista, and water storage.

5.11 Green Space. Pervious Land not encumbered by any Buildings, Structures, parking lots, drives, walks, storage or above ground utilities.

5.12 Home Owners Association. An incorporated, nonprofit organization operating under recorded Land agreements through which each Lot Owner in a Subdivision or other described Land area is automatically a member and each Lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities such as maintaining Common Property.

5.13 Individual Sewage Treatment System (ISTS). A sewage treatment system, or part thereof, serving a Dwelling, Building, Restaurant, or other Structure, or group thereof, and using sewage tanks or advanced treatment followed by soil treatment and disposal.

5.14 Land. Real property whether improved or unimproved.

5.15 Lot. A parcel, piece or portion of Land designated by a legal description, Registered Land Survey, Plat or other means, and separated from other parcels or portions of Lots by said description for the purposes of sale, lease, or separation thereof.

5.16 Open Space. Land maintained in its predominant natural and scenic condition except as permitted in easements or other agreements to which the City is a party or has consented.

5.17 Owner. Any person or group of persons having sufficient proprietary interest in Land.

5.18 Parks and Playgrounds. Land Suitable for Recreational Use.

5.19 Person. Any individual, firm, association, syndicate, partnership, corporation, trust or any other legal entity.

5.20 Plat. A document or map in form capable of being filed with the Ramsey County Recorder or a Registered Land Survey (RLS) capable of being filed with the Ramsey County Registrar of Titles showing the Subdivided parcel's boundaries and Lot or tract boundaries.

5.21 Preliminary Plan. A map or drawing at a scale of 100 feet to an inch delineating and showing correctly the boundaries of the Subdivision; boundaries, layout and size to the nearest tenth of an acre of the Lots therein; Streets, Parks, Playgrounds, and other such Land locations; north point and scale; existing topographical features, including contours and other physical aspects such as drainageways, Wetlands, and tree areas, and the proposed changes to such features. Also included shall be a separate map of the City showing the location of the proposed Subdivision within the City.

5.22 Road or Street. A public or private thoroughfare, constructed according to the specifications of the City, which affords the principal means of access for vehicular traffic to abutting Land.

5.23 Senior Housing. A Multi-Family Dwelling intended for occupancy by adults age 55 or

older and having no more than twenty four (24) Dwelling Units per Building, not including nursing homes, convalescent homes and assisted living facilities.

5.24 Setback. A minimum horizontal distance between a Building or Structure, Individual Sewage Treatment System or well and Lot Lines, nearest edge of Road Easement(s), Wetlands, or ordinary high water marks of lakes, rivers or ponds.

5.25 Shopping Center. An integrated grouping of commercial enterprises whose facilities are under single ownership or control.

5.26 Sign. A display, illustration, structure or device containing or displaying graphic information visible from the exterior which directs attention to an object, product, place, activity, person, institution, or organization or business.

5.27 Structure. Anything which is built, constructed or erected, whether temporary or permanent, in, on or above the Land.

5.28 Subdivider. Any Person commencing proceedings under the terms of this Ordinance to effect a Subdivision of Land hereunder for such person or for another.

5.29 Subdivision. The division of a parcel of Land into two (2) or more Lots or parcels, any of which resultant Lots or parcels is less than ten (10) acres in area or less than two hundred (200) feet in width or is a Planned Residential District or Planned Unit Development District established pursuant to Section 7.11 or 7.12 of the "Zoning Ordinance" of the City of North Oaks, for the purpose of transfer of Ownership or Building or Development, or if a new Street or the extension of an existing Street is involved, any division of a parcel of Land. The term includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the Land subdivided.

5.30 Subdivision, Major. All Subdivisions not classified as a Minor Subdivision.

5.31 Subdivision, Minor. Any Subdivision necessary to adjust common boundary or Lot lines between Multi-Family Dwellings or Townhomes after construction thereof.

5.32 Suitable for Recreational Use. Means Land that can be used for construction of baseball, soccer and football fields, hockey arenas, swimming pools, tennis courts and other such active sports and recreational activities without extraordinary or unreasonable costs due to the topography and nature of the Land, and which is in a location compatible with other recreation Land contained in the Comprehensive Plan.

5.33 Suitable Site. A Useable Area of at least 25,000 contiguous square feet for those Lots with Individual Sewage Treatment Systems and 15,000 contiguous square feet for those Lots served by a central sewer system connected to the regional facilities.

5.34 Townhouse. A townhouse, or townhome or townhomes is one Dwelling Unit in a Building containing no more than two Dwelling units with one or more Party Walls. A Townhouse is designed for two Families living independent of each other.

5.35 Usable Area. The area of a Lot, excluding all required Setbacks, Easements, and Wetlands, where the topographic and soil conditions and configuration are suitable for each of the following in some section of the area: construction of a Dwelling, future additions, Accessory Structures, well site, two Individual Sewage Treatment System areas (for an unsewered Lot), yard, driveways and required parking areas. During the Subdivision process only, when calculating the Usable Area of a proposed Lot, the Subdivider may include any trail Easement area of over 2,000 square feet per Lot and may be given partial credit for other Easements where there is area available for normal residential Use as defined for Usable Area.

5.36 Use. The purpose or activity for which the Land, Structure or Building thereon is designated, arranged, intended or for which it is occupied, utilized or maintained.

5.37 Variance. A waiver of compliance with the regulations Ordinances to alleviate unnecessary hardship and allow a reasonable use of the Building, Structure or Land which, because of unusual or unique circumstances, is denied by terms of the Zoning or Subdivision Ordinances.

5.38 Wetland. For purpose of this Ordinance, "Wetland" means a surface feature of at least 2,000 contiguous square feet, and classified as a wetland in the Minnesota Wetland Conservation Act, Minn. Statutes Chapter 103G which states "Wetlands means land transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the Land is covered by shallow water." For purposes of this definition, Wetlands must have the following three (3) attributes: (1) have a predominance of hydric soils; (2) are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and, (3) under normal circumstances support a prevalence of such vegetation.

5.39 Zoning District. Section or sections of the incorporated area of the City for which regulations and provisions governing the Use of Buildings and Lands are uniform for each class of Use permitted herein.

Section 6. Major Subdivision Procedure. There are two stages in obtaining approval of a Plat of a Major Subdivision. The first is submission to the City Planning Commission of a Preliminary Plan. The Preliminary Plan shall be reviewed by the Planning Commission and sent to the City Council with a recommendation either for approval or disapproval. Action on the Preliminary Plan by the City Council must be preceded by a public hearing. Approval of the Preliminary Plan by the City Council may state and contain conditions, changes, additional terms and other such modifications that the City Council would require before

granting approval of the Plat. The Subdivider shall have 12 months following approval of the Preliminary Plan to file the Plat with the City Clerk and the City Council shall make a final determination thereon. The approval procedure is set out in detail in Subsection 6.1 and 6.2 below, the provisions of which prevail over anything contained in this introductory summary.

6.1 Preliminary Plan.

6.1.1 Filing of Preliminary Plan. Before dividing any tract of Land into two or more Lots or parcels a Subdivider shall file with the City Clerk a Preliminary Plan for a proposed Major Subdivision. With the Preliminary Plan shall be a written application by the Owner, or his agent, for approval, on forms approved by the Planning Commission. The Preliminary Plan shall consist of a map or drawing at a scale of 100 feet to an inch delineating and showing correctly the boundaries of the Major Subdivision; boundaries, layout and size to the nearest tenth of an acre of the Lots therein; Streets, Parks, Playgrounds, and other such Land locations; and shall have the north point and scale indicated; and a topographic map to the same scale showing contours, physical features such as water courses, ponds, Wetlands, and tree areas before the Major Subdivision has taken place, together with a clear indication of what happens to such features after such Major Subdivision. The Preliminary Plan shall also include such other documents and information as required by the Planning Commission for the purpose of ensuring that the provisions, purposes and objectives of this Ordinance and of the Comprehensive Plan are met and that the public interest is well served. Such requirements for additional information and documents shall be contained in the application form which will be prescribed by the Planning Commission and supplied to each Subdivider or Applicant by the City Clerk.

The Preliminary Plan is not intended to be a Plat and must be marked in such a manner that it will not be confused with a Plat. Its purpose is to show graphically all facts needed to enable the Planning Commission and the City Council to determine whether the proposed layout of the Land is satisfactory from the standpoint of this Ordinance, the Comprehensive Plan, other applicable City ordinances and the public interest. The Preliminary Plan shall be prepared by a qualified professional, trained and experienced in the layout of Subdivisions and registered in the State of Minnesota.

Included on the submitted Preliminary Plan shall be the calculation of Usable Area for each Lot that has been determined to be a Suitable Site. For each unsewered Lot, the Preliminary Plan shall also include the location of two 5,000 square foot Individual Sewage Treatment System Sites with general soils documentation prepared by a registered soils engineer indicating the suitability for on-site Individual Sewage Treatment Systems.

Accompanying the Preliminary Plan shall be preliminary Plat With Easements and other special provisions showing, as an overlay to the proposed Lots, all proposed special provisions, such as areas restricted for certain Uses, and all proposed Easements, including Road Easements, and also including, where applicable, the relationship of proposed Easements to existing Easements in adjoining Subdivisions.

6.1.2 Fees. At the time of the filing of the Preliminary Plan, the Subdivider shall pay to the City such fees as may be established by the City from time-to-time. The foregoing fees shall be used to defray the administration expense of the City in connection with the review of said Plan. In addition, expenses incurred by the City to employ the services of the City Engineer, City Attorney, and other professional consultants in connection with the review of said Preliminary Plan and Plat and, if required, in the preparation of an Environmental Assessment Worksheet ("EAW") and an Environmental Impact Statement ("EIS") shall be reimbursed to the City by the Subdivider.

6.1.3 Review of Preliminary Plan by Planning Commission. After filing, the Clerk shall deliver the Preliminary Plan to the Planning Commission at or prior to its next scheduled meeting. At such meeting the Planning Commission shall determine whether the information required by Section 6.1.1 is complete and whether additional information or investigation and study by professional consultants such as engineers, soil testing laboratories or the like should be obtained. If it is determined that additional information or consultant investigation should be obtained, the Commission shall set a reasonable time period for such information to be submitted to the Commission. Once such information has been submitted to the Commission, it shall review the Preliminary Plan, conduct a Public Hearing, and to submit it to the City Council with its recommendations for approval or disapproval. The Planning Commission may recommend conditions or changes of the Preliminary Plan that are precedent to its recommendation for approval.

6.1.4 Public Hearing. After the Planning Commission has determined that the Preliminary Plan and all information and investigation it may require under Section 6.1.3 are complete, it shall set a date and place for a Public Hearing on the Preliminary Plan and shall publish notice of the time and place thereof in the official newspaper at least ten days before the date of the hearing. The Planning Commission shall conduct the Public Hearing. At the hearing all persons interested in the Preliminary Plan shall be heard and afterward the Planning Commission shall submit the Preliminary Plan to the City Council with its findings and recommendations.

6.1.5 Approval by City Council. The City Council shall approve or disapprove the Preliminary Plan at its next scheduled meeting following the submission of the

Preliminary Plan to it by the Planning Commission provided, however, that the City Council may, by the vote of a majority of those Council persons present, carry over decision on the Preliminary Plan until the next meeting of the Council. Provided further, however, that final action of the Council must take place within 60 days of the Public Hearing. The Council may condition approval of the Preliminary Plan on specific changes or conditions including compliance with Section 6.2.1 (f), being made or met by the Subdivider. If the Preliminary Plan is disapproved, the grounds therefore shall be stated in writing and given to the Subdivider.

6.1.6 Effect of Approval of the Preliminary Plan. Approval of the Preliminary Plan by the City Council shall give the Subdivider, or his agents, the following rights for a 12 month period from the date of approval or such longer period as may be permitted pursuant to the authority granted in Minnesota Statutes Section 462.358, Subd.3(c):

(a) The general terms and conditions under which the approval was granted will not be changed by the City.

(b) The Subdivider may grade, alter to change the terrain of the parcel, including the construction of Streets and Easements, so as to effect the Subdivision as contained in the Preliminary Plan.

(c) The Subdivider may submit on or before such expiration date, the whole, or any appropriate part of the approved Preliminary Plan for final approval.

(d) Approval of the Preliminary Plan does not constitute automatic approval of a Plat.

6.2 Approval of Plat. After approval of the Preliminary Plan, the Subdivider may, within 12 months, file with the City Clerk the Plat of the Major Subdivision. The Plat may constitute the entire Land area covered by the Preliminary Plan or only that portion which the Subdivider proposes to record and develop within the succeeding year, provided that the public improvements to be constructed in the area covered by the Plat are sufficient by and of themselves to accomplish a proper Development and to provide adequately for the health, safety, and convenience of the proposed residents therein and for adequate access to contiguous areas.

6.2.1 Filing of Plat. An original and twenty (20) copies of the final drawing shall accompany the Plat approval application. The Plat shall not be accepted for filing or approved without being accompanied by the following:

(a) Certificate of Surveyor. A certificate from a registered Minnesota land surveyor, attesting to the fact that the Plat represents a survey made by the surveyor and that monuments and markers shown thereon exist as located and that all dimensional and geodetic details are correct, and that the surveyor has complied with all the rules contained herein governing Plats, and noting exceptions, if any.

(b) Legal Description. A correct description of the Land or parcel of Land to be Subdivided.

(c) Owners Statement. If the Subdivider is other than the Owner of the parcel proposed to be Subdivided, a notarized statement to the effect that the Major Subdivision as it appears on the Plat is with the free consent and in accordance with the desire of the Owner, signed and acknowledged by such Owner and such Owner's spouse, if any.

(d) Mortgage. A notarized certificate by all mortgage holders, if any, acknowledging the adoption of the Plat.

(e) Proof of Ownership. A complete abstract of title accompanied by an opinion from an attorney at law showing that the fee title is in the Owner. As to Registered Land, this provision shall be deemed met if the Subdivider makes available to the City Clerk a Registered Property Certificate, certified as required by the City and showing such fee title is in the Owner.

(f) Performance Bond. Unless the City Council determines that the Subdivider has, by past performances within the City, demonstrated that the Subdivider is responsible and financially sound, the City Council may require a performance bond, cash escrow agreement, or a letter of credit, in an amount equal to one and one-half times the City Engineer's estimated cost of the required improvements which shall guarantee the performance of the duties and obligations imposed on the Subdivider and Owner by this Ordinance. The performance bond, cash escrow, or letter of credit, among other things, will guarantee and assure the following:

(i) The Subdivider shall pay for the cost of all improvements required in the Major Subdivision and the Major Subdivision's share of costs of trunk facilities to be extended to the Major Subdivision.

(ii) Guaranteed completion of the required improvements within a two (2) year period or such longer period as may be authorized by the City Council.

(iii) Payment by the Subdivider to the City for administrative costs including preparation or review of plans and specifications and for inspection by the City Engineer relating to the Major Subdivision,

(iv) If the required improvements are not completed within the two (2) year period or such longer period as may be authorized by the City Council, all amounts held under the escrow agreement, performance bond or letter of credit shall by turned over and delivered to the City and applied to the cost of required improvements. If the funds available are not sufficient to complete the required improvements, the necessary additional costs shall be assessed against the Major Subdivision. Any balance remaining after such improvements have been made, shall be returned to the Owner or Subdivider.

(v) Payment by the Subdivider to the City for City attorney fees relating to the Major Subdivision.

(g) Final Plat With Easements and Other Special Provisions. Two copies of the Final Plat showing the location, width, and type of each Easement and any other special provisions. Attached to this Final Plat shall be detailed descriptions, similar to those contained in the individual warranty deeds, of each Easement and special provision, including legal description of location, restrictions as to Use of Land where Easement is located or provision applies, and right of Use of and access to Easement. If Easements are moved slightly during road construction process, a final record or "as-built" Plat is to be submitted showing final Easement locations.

6.2.2 After the City Clerk has determined Section 6.2.1 has been complied with, the Clerk shall present the Plat and the accompanying information to the City Council at its next following meeting. At that meeting the Council may, in its discretion, decide to submit the Plat information to the Planning Commission for review. If so, the Planning Commission shall have 30 days from that Council meeting to submit to the Council its recommendation for approval or disapproval of the Plat.

6.2.3 Disposition of the Final Plat. If the Plat was submitted to the Planning Commission, the City Council shall approve or disapprove the Plat after receipt of the Planning Commission's report. If not submitted to the Planning Commission, the Council shall proceed to approve or disapprove the Plat. No Plat shall be approved by the City Council which does not conform to the

approved Preliminary Plan including modifications required by the City Council in its Preliminary Plan approval or which does not meet the requirements of this ordinance. If the City Council does not approve the Plat, it shall notify the Applicant in writing of such action, and reasons therefor. After the Plat has been approved by the Council, the City Clerk shall cause a certified copy of the resolution approving such Plat to be attached to the Plat and returned to the Subdivider, who shall submit for recording within 90 days of approval two copies of such Plat with the County Recorder for Ramsey County and shall return a fully recorded City reproducible copy to the City Clerk. To entitle a Plat to be entered in the proper record books in the Office of the County Recorder of Ramsey County, the certificates required in Section 6.2.1 herein, together with the certificate of approval of the City Council and the seal of the City shall accompany it.

Section 7. Minor Subdivision Procedure.

7.1 Qualification: This Section shall apply to the following application:

7.1.1 Subdivision necessary to adjust common boundary or Lot lines between Multi-Family Dwellings or Townhomes after construction thereof.

7.2 Content and Data Requirements: The following information shall be submitted along with the application for Minor Subdivision.

7.2.1 Survey prepared by a registered land surveyor which includes:

1. Original and proposed Lot boundaries.
2. Location of existing Structures on the site.
3. Existing Easement locations.
4. Easements to be vacated.
5. New Easements.
6. Environmental constraints of the site.

7.2.2 The City may require additional information as outlined in Section 6 of this Ordinance if deemed necessary.

7.3 Design Standards: The Minor Subdivision shall conform to all design standards as specified in this Ordinance, Sections 8 and 9. Any proposed deviation from said standards shall require the processing of a Variance request.

7.4 Processing: Upon receipt of the completed application and required informational submissions, and after review thereof as deemed necessary by the City, the City Clerk shall either approve or deny the application for Minor Subdivision.

Section 8. General Standards and Requirements.

8.1 City Planning Commission and City Council.

8.1.1 The City Planning Commission, in forming recommendations to the City Council concerning Preliminary Plans and Plats, and the City Council, in determining whether to grant approval thereof, shall take into consideration the requirements of the Community and the Use of the Land being Subdivided.

8.1.2 The Planning Commission and the City Council shall especially require that all Subdivisions conform to the provisions and conditions of the Comprehensive Plan for future Development of the City of North Oaks. Preliminary Plan or Plat approval may be withheld if a Subdivision does not conform with the provisions of the Comprehensive Plan.

8.1.3 In all Subdivisions due regard shall be given to the preservation of natural features such as large trees, water courses, historical and similar features.

8.2 Unsuitable Land. No Land shall be Subdivided for residential Use which is found by the City Council to be unsuitable for such Use by reason of flooding or bad drainage, adverse earth or rock formation or topography, or earth conditions adverse to the operation of septic systems and water supply unless public utilities are available, or any other feature likely to be harmful to the health, safety, or welfare of the future residents in the proposed Subdivision or of the Community. In a residential Zoning District, each Lot in each Subdivision shall have a Suitable Site for construction of a residence or Dwelling and shall be of sufficient size to provide for compliance with the thirty (30) foot access driveway requirement of the Zoning Ordinance unless a Variance for access driveway location is granted pursuant to Section 10.1 of this Ordinance.

8.3 Recreational Facilities in Residential Subdivisions.

8.3.1 Each Subdivision to be developed for residential Uses shall have a reasonable amount of Land dedicated, set aside, conveyed or preserved to or for the benefit of present or future residents of the City of North Oaks or present or future residents of the areas to be subdivided for Open Space purposes, Parks and Playgrounds, trails, or conservation purposes. In determining what is a reasonable amount of Land to be dedicated, set aside, conveyed or preserved, consideration may be given to the Open Space, Parks and Playgrounds, trails and conservation Land which the Subdivider has provided in other Plats in addition to such Land which the Subdivider is providing in the areas to be subdivided and other such Land available to the residents of the areas to be subdivided that is within a reasonably accessible distance. The maximum area required to be dedicated, set aside, conveyed or preserved for the purposes specified above shall be 10% of the area

being Subdivided. Whenever the City Council finds that Land for the purposes specified above is not required or is not suitable for such purposes, or where the City Council finds that the area to be Subdivided is too small to warrant such dedication set aside, conveyance or preservation of Land, the City Council may reject all such dedications, set asides, conveyances or preservation of Land and require cash payments based on undeveloped Land value as defined herein in lieu thereof. Such cash shall be placed in a special fund by the City to be used only for purposes for which the money was obtained.

8.3.2 In determining "undeveloped Land value," the word "undeveloped" shall mean Land having no Structures, such as houses or Buildings, Streets, utilities or other such improvements shall not be deemed as creating developed Land. In determining "undeveloped Land value," the Council may rely upon sales within the preceding 12 months of subdivided Lots within the City, provided such other sales are of residential Lands similar to the Land in the Subdivision being considered. If the Subdivider making application for approval of a Preliminary Plan has made such sales of other Land in the City within one year of the filing date, the Subdivider shall provide the Council with information on the gross and net sales proceeds received from each such sale.

8.3.3 Where a proposed Park, Playground, community center or other recreational site or facility included in the Comprehensive Plan of the City is located in whole or in part in the area being Subdivided, the Subdivider shall set aside such Land for the Use of the City residents as part of the Final Subdivision Plat, provided, however, that in no case shall the amount of Land required to be set aside for such recreational purposes exceed 10% of the total gross acreage developable for residential Uses. Such additional Land needed for Parks, Playgrounds, community centers or other recreational facilities, may be acquired by the City at the cost of undeveloped Land, as defined herein. This Land in excess of 10% of the total gross Land area developable for residential uses shall be saved for a period not to exceed two years from the date of approval of the Final Subdivision Plat and shall not be used for any purpose other than recreational purposes during this two-year period.

8.4 Common Uses in Subdivisions. Whenever a tract of Land to be Subdivided includes a proposed Street, highway, or parkway, or proposed site for police, fire station, city hall, or other such use as indicated in the Comprehensive Plan of the City, such space shall be suitably incorporated by the Subdivider into the Plat. Such Land may be acquired by the City at the cost of Undeveloped Land as defined herein for a period not to exceed two years from the date of approval of the Plat.

8.5 Home Owners Association

8.5.1 Special Provisions. To assure the continued operation and maintenance of private recreational Open Space, Green Space and Roads within reasonable standards for the Use and benefit of Land Owners, the following special provisions shall apply:

(a) Prior to the Use, occupancy, sale or the execution of contracts for sale of one or more individual parcels, tracts, or common areas of Land, a declaration of covenants, conditions, and restrictions, or an equivalent document, shall be filed with the City, which filing with the City shall be made prior to the filing or recording of said declaration or document with the proper recording officers of Ramsey County, Minnesota.

(b) The declaration of covenants, conditions, and restrictions or equivalent document shall:

(i) Specify that deeds, leases or documents or conveyances affecting parcels or tracts, shall subject said properties to the terms of said declaration and shall run with and bind the Land and inure to the benefit of and be enforceable by a Home Owners Association, or the Owner of any Land subject to the declaration.

(ii) State the number of years said declaration shall be in effect.

(iii) Provide for a method of renewal or continuance of said declaration.

(iv) Provide procedures for other properties to be added to the area covered by said declaration.

(v) Provide procedures to merge or consolidate Home Owners' Associations.

(vi) Provide for the voting rights of members and of the developer in a Home Owners Association.

(vii) Provide procedures for dissolution of the Home Owners Association including provisions for the continued Use and the maintenance and financing therefor of all recreational areas and facilities, Open Space, Green Space and Roads which are hereinafter called the Common Property for purposes as nearly as practicable the same as those to which

they were devoted by the Home Owners Association.

(c) The declaration of covenants, conditions and restrictions or equivalent document shall provide that a Home Owners Association shall be formed or otherwise provided for by the developer with membership mandatory for each and every purchaser whether such purchaser be the initial or subsequent purchaser of Land within a defined area, and it shall be the responsibility of the Home Owners Association to:

(i) Assume ownership of and maintain all Common Property.

(ii) Provide liability insurance for and to pay all taxes and assessments against the Common Property.

(iii) Assess each Land Owner an equitable share of all common costs by means of not less than an annual assessment with the assessment levied in such a way as to become a charge on the Land and a continuing lien upon the Land of which each assessment is made, and, in addition, that each assessment shall also be the personal obligation of the person who was Owner of such Land at the time the assessment fell due. A provision shall also be included for an adjustment in assessment to meet changed needs and economic conditions.

(d) The declaration of covenants, conditions, and restrictions or equivalent document shall also provide that in the event any Home Owners Association fails to maintain the Common Properties in good repair or fails to pay taxes or assessments on said Lands as they become due, the City may issue a notice to said Association setting forth the nature of the Association's deficiencies and shall set a hearing to discuss said deficiencies. This hearing shall be conducted by the City Council no sooner than ten (10) days nor later than thirty (30) days after a notice, setting forth the date, time and place of the hearing, is published in the official newspaper of the City. Within ten (10) days after the hearing, the City Council shall, by majority vote, define the procedures to be undertaken by the Association to correct said deficiencies. In the event the Association does not correct the deficiencies as defined, within thirty (30) days, the City Council shall arrange to have the deficiencies corrected and shall bill the Association for all expenses including the City's administrative expenses. If the Association does not reimburse the City within thirty (30) days of receipt of said bill, the City shall have the right to assess each Land Owner of the Association for each Land Owner's pro rata share of said expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on

the Land against which such assessment is made and, in addition, each assessment shall also be the personal obligation of the Person who was the Owner of such Land at the time the assessment fell due.

(e) The Common Property shall be granted, conveyed and assigned to the respective Home Owners Association and also shall be placed on the official Zoning District Map of the City.

(f) All covenants, conditions, and restrictions or equivalent documents to be recorded and the Articles of Incorporation and Bylaws of each Home Owners Association shall be approved by the Planning Commission prior to the Preliminary Plan approval as provided for in this Ordinance. None of the covenants, conditions, restrictions or equivalent documents or Articles of Incorporation or Bylaws as approved by the Planning Commission may be changed in any manner without first submitting the proposed change to the Planning Commission for approval.

(g) Consideration by the Planning Commission for approval of the proposed documents covering covenants, conditions, restrictions, Articles of Incorporation and Bylaws shall be based on, but not limited to, the following:

(i) Coordination with and lack of conflict with the Comprehensive Plan.

(ii) The nature of the area and effect on the adjacent Land Use.

(iii) That a workable Home Owners Association is created to be responsible for the Common Property with the rights of responsibility of both the Land Owners and developer clearly defined.

(iv) The requirements as set forth in this Section 8.5 are fulfilled.

(h) All covenants, conditions, restrictions, or equivalent documents, and the Articles of Incorporation and Bylaws shall be recorded with the proper authorities of Ramsey County and the State of Minnesota before any individual Lot, parcel, tract or other Land interest is sold or otherwise transferred, and in addition, a reference shall be made on the face of each and every Subdivision Plat noting the granting, conveyance and assigning of the Common Property, as provided in the declaration, to the respective Home Owners Association.

Section 9. Design Standards and Required Improvements.

9.1 General Provisions. In addition to the design standards established herein, all Subdivisions shall comply with the following laws, ordinances, rules and regulations:

(a) The Comprehensive Plan of the City of North Oaks.

(b) The City of North Oaks Ordinances.

(c) All private restrictions placed upon the Land by deed, covenant or other private agreements or with restrictive covenants running with the Land.

(d) Minnesota laws.

(e) Minnesota Department of Health regulations relating to Individual Sewage Treatment Systems and wells unless the Subdivision is served by public facilities.

(f) Minnesota Department of Natural Resources State-wide Standards and Criteria for Shoreland Management.

9.2 Specific Required Improvements.

9.2.1 Water Facilities.

(a) Where a public water main is readily accessible the Subdivider shall install adequate water facilities, including fire hydrants subject to the specifications and inspections of the City Engineer.

(b) If a public water system is not readily accessible, individual wells may be constructed in accordance with applicable City ordinances and State and County laws and regulations.

9.2.2 Sewer Facilities.

(a) Where a public sanitary sewer is accessible the Subdivider shall install adequate sanitary sewer facilities including the installation of laterals to the right-of-way, subject to the specifications and inspection of the City Engineer.

(b) If public sewer is not accessible, Individual Sewage Treatment Systems may be installed in accordance with the Minnesota Department of

Health (or other appliable agency or regulator) and recommendations for Individual Sewage Treatment Systems.

(c) For unsewered Subdivisions, the Subdivider shall identify two sites, each 5,000 square feet in size for the location of Individual Sewage Treatment System, with general soils documentation prepared by a registered soils engineer indicating the suitability for Individual Sewage Treatment Systems.

(d) For Subdivisions with a central sewer system, the Subdivider shall submit plans and specifications that have been prepared by a registered professional civil engineer to the City for approval by the City Engineer. The Subdivider, with consent of the City, shall obtain all necessary permits from the Metropolitan Council Environmental Services, Minnesota Pollution Control Agency, and all applicable agencies before proceeding with construction. The Subdivider's civil engineer shall provide adequate field inspection personnel to ensure an acceptable level of quality control to the extent that the Subdivider's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at its discretion and at the Subdivider's expense, have one or more City Inspectors and Soil Engineer's inspect the work on a full or part time basis. The Subdivider and the Subdivider's contractors and subcontractors, shall follow all instructions received from the City Inspector. The Subdivider shall enter into a Development Contract if so required by the City.

Within thirty (30) days after the completion of the improvements and before the security is released, the Subdivider shall supply the City with a complete set of reproducible record or "as-built" plans, and two complete sets of blueline record or "as-built" plans.

(e) The Subdivider shall provide 30-foot graded access Easements to all pumping facilities. All utility Easements shall be dedicated to the City and any parties identified at the time the Subdivision is approved as being responsible for maintenance and operation of the system.

9.2.3 Storm Water. The Subdivider shall demonstrate that any changes in topography shall not be adverse to water flowage or water control and shall be responsible for any change in topography that causes such adverse consequences. By "adverse" is meant, for this Subsection, impairment or interruption of natural drainage paths or pools, or the causing of unnatural drainage paths or pools. The Subdivider shall install storm sewer facilities subject to the specifications and inspection of the City Engineer if adequate

provision is not made or does not naturally exist for disposal of storm waters.

9.2.4 Roads, or Streets and Alleys.

(a) Roads or Streets shall be designed and located in relation to existing and planned Roads or Streets, to topographical conditions and natural terrain features, to public convenience and safety and in appropriate relation to the proposed Uses of Land to be served by such Streets. Standards and specification for the construction of Roads or Streets, as well as paving and Grading, shall be those on public file in the City office.

(b) Alleys shall not be permitted in residential Subdivisions.

9.2.5 Road or Street Names and Signs. Road or Street name Signs are to be placed at all intersections within or abutting the Subdivision by the Subdivider at the Subdivider's expense. Road or Street names shall coincide with the names of the existing Road or Street pattern. Names shall be subject to the approval of the City Council.

9.2.6 Pedestrianways/Trails. Pedestrianways/trails may be required by the City Council where deemed essential to provide safe circulation or access to schools, Playgrounds and other recreation areas, Shopping Centers, transportation or other community facilities and where deemed appropriate to meet the needs of the community and/or the members of a given Home Owners Association as part of an integrated trailway system. The Subdivider shall be responsible for grading and preparing, subject to the approval of the City Engineer, all approved pedestrianways/trails prior to approval of the Plat.

9.2.7 Utility Easement. Easements at least 12' wide adjacent to each Lot shall be provided for utilities. All electric and telephone distribution service lines shall be installed underground.

9.2.8 Monuments. The Subdivider shall place permanent reference monuments in the Subdivision at all Land corners as approved by the City Engineer.

Section 10. Variances.

10.1 The Council may grant a variance, including approval of residential lots having insufficient frontage for access driveway location conforming to the thirty (30) foot setback requirement of Zoning Ordinance, provided that such lots have sufficient frontage to provide for access driveway locations having at least a fifteen (15) foot setback, upon receiving a report from the Planning Commission in any particular case where the Subdivider can show that, by reason of exceptional topography or other physical

conditions, the strict compliance with these regulations could cause an exceptional and undue hardship on the enjoyment of a substantial property right, provided such relief may be granted without detriment to the public welfare and without impairing the intent and purpose of the Ordinance. Any variance pertaining to driveway location shall be limited to that portion of the lot where the lot configuration and its topography prevent adherence to the 30-foot setback requirement of the Zoning Ordinance.

10.2 Application for any such Variance shall be made in writing by the Subdivider when the Preliminary Plan or the Final Plat is filed with the City Clerk, stating fully all facts relied upon by the Petitioner and supplemented with maps, plans or other additional data which may aid the Planning Commission and Council in the analysis of the proposed project. The Council may take action on an Application filed with the Plat for final approval without referring the Application to the Planning Commission for its analysis and recommendation. The Plans for such Development shall include such covenants, restrictions or other legal provisions necessary to guarantee the full achievement of the Plan. Any Variance or modification thus granted shall be recorded in Resolution form and entered in the Minutes of the Council, setting forth the reasons which justified the action taken.

Section 11. Violations and Penalties.

11.1 No Owner, or agent of the Owner, of any parcel of Land located in a proposed Subdivision shall: (1) transfer or sell such parcel before a Plat of said Subdivision has been approved by the City Council and filed with the County Recorder of Ramsey County, in accordance with the provisions of the Ordinance; (2) grade, clear, alter or change the terrain of such parcel prior to obtaining the approval of the Preliminary Plan by the City Council as set forth in Section 6 hereof.

11.2 No Owner, or agent of the Owner, of any parcel of Land shall divide any Lot or parcel of Land by the use of metes and bounds or other description for the purpose of sale, transfer, or lease with the intent of evading this Ordinance. All such described divisions shall be subject to all the requirements and regulations contained in this Ordinance.

11.3 No building permit shall be issued for the construction or repair of any Building or Structure located on a Lot or parcel Subdivided or sold in violation of the regulations of this Ordinance.

11.4 No Preliminary Plan or Plat shall be approved which does not comply with all the provisions of this Ordinance, and no Plat shall be filed with the County Recorder which does not bear the signatures of the Mayor and City Clerk of the City as authorized by City Council resolution.

11.5 Any Owner or agent of the Owner of Land who conveys a Lot or parcel in violation of the provisions of this Ordinance shall forfeit and pay to the City a penalty of not less than

$300 for each Lot or parcel so conveyed. The City may enjoin such conveyance and may recover such penalty by a civil action in any court of competent jurisdiction.

11.6 Any Person violating any provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not more than $700.00 or by imprisonment not to exceed 90 days for each offense. The platting, re-platting, subdividing or conveyance of Land not in accordance with the requirements of this Ordinance may be enforced by mandamus, injunction, and/or by seeking any other appropriate remedy in any court of competent jurisdiction.

Section 12. **Validity.** If any section, subsection, clause, phrase or sentence of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 13. **Repealer.** The following ordinances of the City, or section thereof, are hereby repealed: Ordinance No. 59, Ordinances 59-A, 59-B, 59-C, 59-D, 59-E, 59-F, 59-G, 59-H and 59-I.

Section 14. **Effective Date.** This Ordinance shall take effect and be in force after its passage and official publication.

Passed by the Council the ____ day of _____, 1998.

(signed) _____
Seth M. Colton, MAYOR

(SEAL)

ATTEST:

(signed) _____
Nancy P. Rozycki, CLERK

Published in the White Bear Press

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ORDINANCE NO. 94

AN ORDINANCE REGULATING DEVELOPMENT AND USE OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF NORTH OAKS

The Council of the City of North Oaks does ordain:

Section 1. Title. This Ordinance shall hereafter be known, cited and referred to as the "Zoning Ordinance" of the City, except as referred to herein, where it shall be known as "this Ordinance" and is adopted pursuant to the authorization of Minnesota Statutes Section 462.357.

Section 2. Purpose and Intent. The purpose of this Ordinance is to implement the Comprehensive Plan as adopted by the City Council (hereinafter the "Comprehensive Plan") and to effect the purposes set forth in Minnesota Statutes Section 462.351, through the establishment of minimum regulations governing Land Development and Use.

This Ordinance shall divide the City into Use Districts and establish regulations in regard to location, erection, construction, reconstruction, alteration and Use of Structures and Land. Such regulations are established to protect such Use Districts; to promote orderly Development and redevelopment; to provide adequate light, air and convenience of access to property; to prevent congestion in Streets, Roads and on public rights-of-way; to prevent overcrowding of Land and undue concentration of Structures by regulating Land, Buildings, Setbacks, and density of population; to provide for compatibility of Land Use; to provide for administration of this Ordinance; to provide for amendments; to prescribe penalties for violation of such regulations; and to define powers and duties of the City staff, the Board of Adjustment and Appeals, the Planning Commission, and the City Council in relation to this Ordinance.

Section 3. Application and Interpretation.

3.1 This Ordinance shall apply to the Use and Development of all Land within the City. It is not intended by the provisions hereof to repeal, abrogate, annul or in any way impair or interfere with private restrictions placed upon property by deed, covenant or other private agreements or with restrictive covenants running with the Land, except that the most restrictive of this Ordinance and such private restrictions shall apply.

3.2 The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety and welfare.

3.3 To the extent any conflict arises between this Ordinance and the Comprehensive Plan adopted by the City, then this Ordinance shall control.

3.4 Where the conditions imposed by any provision of this Ordinance are either more or less restrictive than comparable conditions imposed by any law, Ordinance, statute, resolution or regulations of any kind, the regulations which are more restrictive or which impose higher standards or requirements shall prevail.

Section 4. Rules. In the construction of this Ordinance, the rules contained in this Section shall be observed and applied, except when the context clearly indicates otherwise:

4.1 Words used in the present tense shall include the past and the future; words used in the future tense shall include the present.

4.2 Words used in the singular number shall include the plural number, and the plural the singular.

4.3 The words "shall," "should," "must" and "will" are mandatory and not discretionary and the word "may" is permissive.

4.4 The masculine gender includes the feminine and neuter.

4.5 Whenever a word or term defined hereinafter appears in the text of this Ordinance, its meaning shall be construed as set forth in such definition.

Section 5. Definitions. In the construction of this Ordinance, the following words or terms shall be defined as stated in this Section, except when the context clearly indicates otherwise.

5.1 Accessory Building, Structure or Use. A subordinate Building, Structure or Use which is located on the same Lot on which the Main Building or Principal Use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such Main Building or Principal Use.

5.2 Alterations. As applied to a Building or Structure means a change or rearrangement in the structural parts or in the exit facilities; or an enlargement, whether by extending on a side or by increasing in height; or the moving from one location or position to another.

5.3 Applicant. A Subdivider, agent or Owner submitting an application for Land Development or Subdivision, Conditional Use Permit, amendment or Variance.

5.4 Basement. A floor level of a Building or Structure that has less than an average of fifty (50) percent of the perimeter walls exposed above the lowest grade.

5.5 Building. Any Structure used or intended for supporting or sheltering any Use or occupancy.

5.6 Building, Detached. A Building having no Party Wall in common with another Building.

5.7 Building Elevation. A side view of the Building representing the Structure as projected geometrically on a vertical plane parallel to its chief dimension.

5.8 Building Height. The vertical distance from grade as defined herein to the highest point on the roof surface as measured on each Building Elevation.

5.9 Building, Main. A Building in which the Principal Use of the Lot is conducted.

5.10 Building Setback. The minimum horizontal distance between the Building and Lot Lines, Wetland edge(s) or nearest edge of Road Easement(s).

5.11 Business. Any occupation, employment, or enterprise wherein merchandise is exhibited, rented or sold, or which occupies time, attention, labor or materials or which offers services or goods for compensation.

5.12 Carport. An area serving the same purpose as a Garage as defined herein but not entirely enclosed with walls.

5.13 Club. A nonprofit organization of persons being associated as bona fide members paying dues and using a premises which is restricted to members and their guests.

5.14 Common Property. Parcel or Parcels of Land, together with the improvements thereon, which may include, but not limited to, recreational areas and facilities, Green Space, Open Space and Roads, all of which is for the use, responsibility and benefit of the Owners of specific Land as shown on an officially recorded Plat or Registered Land Survey.

5.15 Comprehensive Plan. The official City of North Oaks Comprehensive Plan made and recommended by the City Planning Commission and adopted by the City Council and all subsequent amendments and supplements thereto, indicating the general locations recommended for the principal Streets, Parks and Playgrounds, recreation areas, public buildings, Zoning Districts, character and extent of community development and other physical aspects of urban planning on file in the office of the City Clerk.

5.16 Conditional Use. Those occupations, vocations, skills, arts, businesses, professions, or Uses specifically designated in each Zoning Use District, which for their respective conduct, exercise or performance in such designated Use Districts may require reasonable but special, peculiar, unusual or extraordinary limitations, facilities, plans, Structures, thoroughfares, conditions, modifications, or regulations in such Use District for the promotion or preservation of the general public welfare, health, convenience, or safety therein and in the City and therefore may be permitted in such Use District only by a Conditional Use Permit.

5.17 Conditional Use Permit. A permit to regulate Conditional Uses.

5.18 Condominium. A Multi-Family Dwelling in which portions of the Building are designed and designated for separate ownership and the remainder of which is designed and designated for Common Property.

5.19 Development. A planning or construction project on Land which may include the Subdivision of Land, construction of Buildings, Structures, site improvements, or Grading.

5.20 Development Contract. An agreement between the City and Applicant in which the terms and conditions of Development are set forth.

5.21 District. Section or sections of the incorporated area of the City for which the regulations and provisions governing the Use of Buildings and Lands are uniform for each class of Use permitted therein.

5.22 Dwelling. A Building or one (1) or more portions thereof occupied or intended to be occupied exclusively for human habitation, but not including rooms in commercial enterprises such as, but not limited to, motels, hotels, nursing homes, boarding houses, nor trailers, tents, cabins, or trailer coaches. A Dwelling shall not be interpreted to include lodging rooms.

5.23 Dwelling, Attached. A Dwelling which is joined to another Dwelling at one or more sides by a common wall or a Party Wall.

5.24 Dwelling, Detached. A Dwelling which is entirely surrounded by open area on the same Lot.

5.25 Dwelling, Single-Family. A Dwelling designed for or occupied by one (1) Family.

5.26 Dwelling, Multi-Family. A Building used for occupancy by three or more Families living independently of each other and containing three (3) or more Dwelling Units per Building. Multi-family Dwellings shall be limited to Rowhouses, Condominiums and Senior Housing.

5.27 Dwelling Unit. One (1) or more rooms connected together, constituting a separate, independent housekeeping unit for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or Dwelling Units which may be in the same Structure, and containing independent cooking, sleeping and sanitation facilities.

5.28 Easement. A limited right to or for the Use or restriction of Use of Land for a specifically stated purpose such as, but not limited to, arboreal, berm, canal, drainage, driveway, maintenance, natural state, Green Space, Open Space, planting, ponding, Roads, trails or recreation, trimming, utilities, vista, and water storage.

5.29 Egress Level. The story of a Building which has a portion of the perimeter walls exposed to less than 44 inches above the lowest grade, but which has less than an average of fifty percent of the total perimeter wall area exposed above the lowest grade.

5.30 Essential Services. The erection, construction, alteration, or maintenance by public utilities or municipal departments or other governmental bodies, of underground or overhead gas, electrical, water, transmission or distribution systems, collection, communication, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals, hydrants, towers, electric substations, and other similar equipment and accessories in conjunction therewith, reasonably necessary for the furnishing of utility services by such private utilities or public departments or commissions for the public health or safety or general welfare.

5.31 Family. One (1) or more persons each related to the other by blood, marriage or adoption, or a group of not more than five (5) persons not so related maintaining a common household and using common cooking, kitchen and sanitation facilities.

5.32 Fence. An artificial barrier erected for the purpose(s) of enclosing or concealing something, whether wholly or partially, including parcels of Land, and/or dividing or separating Land into distinct portions or areas.

5.33 Floor Area Ratio (FAR). The ratio of Total Floor Area to Gross Lot Area, excluding two-thirds (2/3) of any DNR and/or VLAWMO designated Wetland areas except that the determination of the FAR for Lots lawfully existing on July 1, 199~~8~~6 shall exclude two thirds (2/3) of only DNR designated Wetlands.

5.34 Front Elevation. That side of a Building facing the Street. In the case of Lots with more than one side bordering on a Street, the Front Elevation is that Street side of the Building with the main entrance.

5.35 Garage, Private. An Accessory Building or accessory portion of the Main Building which is intended for Use to store not more than four (4) private passenger vehicles, none of which exceed nine thousand (9,000) pounds gross weight, owned or under the control of a Family resident upon the premises.

5.36 Grade. The lowest point of the finished surface of the ground, within the area between the Building and a line five (5) feet from the Building.

5.37 Grading. Changing the natural topography of the Land.

5.38 Green Space. Pervious Land area not encumbered by any Buildings, Structures, parking lots, drives, walks, storage or above ground utilities.

5.39 Gross Density. The total acres within a Planned Unit Development or a Phase of a Planned Unit Development excluding DNR protected waters, DNR protected Wetlands and VLAWMO designated Wetlands divided by the total number of Dwelling Units.

5.40 Gross Lot Area. Total area of a Platted Lot excluding Road Easement(s).

5.41 Home Occupation. Any gainful occupation or profession engaged in by the occupant of a Dwelling Unit.

5.42 Home Owners Association. An incorporated, nonprofit organization operating under recorded Land agreements through which each Lot owner in a planned unit or other described Land area is automatically a member and each Lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities such as maintaining Common Property.

5.43 Individual Sewage Treatment System (ISTS). A sewage treatment system, or part thereof, serving a Dwelling, Building, Restaurant, or other Structure, or group thereof, which uses subsurface soil treatment and disposal.

5.44 Land. Real property whether improved or unimproved.

5.45 Land Owners Association. An incorporated, nonprofit organization operating under recorded Land agreements through which each Lot Owner in a planned unit or other described Land area is automatically a member and each Lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities such as maintaining Common Property.

5.46 Landscape Plan. A plan or drawing signed by a registered landscape architect identifying the existing natural features and proposed Landscaping.

5.47 Landscaping. The alteration of the topography of Land to make it more visually pleasing to look at by the arrangement of trees, shrubs, stones, retaining walls, groundcover, other vegetation or berms.

5.48 Lot. A parcel, piece or portion of Land designated by a legal description, Registered Land Survey, Plat or other means, and separated from other parcels or portions of Lots by said description for the purposes of sale, lease or separation thereof.

5.49 Lot Area. The area of a horizontal plane within the Lot Lines.

5.50 Lot Coverage. The ratio of the area of all Buildings determined by external dimensions, to the gross lot area.

5.51 Lot Line. A boundary line of any Lot in single or separate ownership.

5.52 Master Development Plan. Plans as required in Section 7.12.2.A.1.

5.53 Natural Drainageway. A watercourse, such as ditch, creek, or canal, through which stormwater runoff will naturally flow as it reaches a pond, lake, stream, wetland, or other body of water or area.

5.54 Nonconforming Building, Structure or Use. A Building, Structure or Use existing prior to the effective date of this Ordinance which does not conform to the regulations in this Ordinance for the District in which it is situated or used.

5.55 Open Space. Land maintained in its predominant natural and scenic condition except as permitted in Easements or other agreements to which the City is a party or has consented.

5.56 Owner. Any person or group of persons having sufficient proprietary interest in Land.

5.57 Parks and Playgrounds. Land Suitable for Recreational Use.

5.58 Party Wall,. A wall common to more than one (1) Dwelling Unit.

5.59 Parking Space or Stall. An area at least ten (10) feet by twenty (20) feet in size suitable to park one (1) automobile, provided that such area has adequate access which is independent of the access to or from any other Parking Space or Stall.

5.60 Permitted Use. A Use which may be lawfully established in a particular District or Districts, which conforms to all requirements, regulations and performance standards of such Districts.

5.61 Person. Any individual, firm, association, syndicate, partnership, corporation, trust or any other legal entity.

5.62 Phase. A defined portion of a Plat, Planned Residential Development, or Planned Unit Development to be developed as an independent project.

5.63 Planned Residential Development (PRD). A residential Development of Land that is planned as a whole and developed as a whole or in series of Phases.

5.64 Planned Unit Development (PUD). A Development of Land that is planned as a whole and developed as a whole or in series of Phases.

5.65 Planting Strip. A row of plantings of sufficient height, width and density so as to provide effective Screening and buffering.

5.66 Plat. A map, plan or layout of a city, town, section or Subdivision indicating the location and boundaries, Streets, Roads and Easements of individual properties and includes Registered Land Surveys. The Plat shall be in a form of capable of being filed with the Registrar of Titles of Ramsey County as a Registered Land Survey (RLS) showing the Subdivided parcel's boundaries and Lot or tract boundaries.

5.67 Preliminary Plan. A map or drawing that meets the requirements of Section 7.12.2.B.2.a at a scale of 100 feet to an inch delineating and showing correctly the boundaries of the Subdivision; boundaries, layout and size to the nearest tenth of an acre of the Lots therein; Streets, Parks, Playgrounds, and other such Land locations; north point and scale; existing topographical features, including contours and other physical aspects such as drainageways, Wetlands and tree areas, and the proposed changes to such features. Also included shall be a separate map of the City showing the location of the proposed Subdivision within the City.

5.68 Principal Building or Use. The main Use of Land or Buildings as distinguished from subordinate or Accessory Uses. A "principal use" may be either permitted or conditional.

5.69 Restaurant. An establishment providing sit-down food service where food is prepared on premises and served to a customer and consumed on-site and where the carry-out or delivery of prepared food is incidental to the business operation. The establishment shall not have drive-through facilities for dispensing food to persons in automobiles. Customer seating of the establishment is at least 15 percent of the gross square footage.

Such establishments may serve intoxicating beverages for on-site consumption incidental to the operation of serving food; such establishment shall not provide stand-up bar service or stand-up table service and must have a food to liquor ratio of 60:40 or dining to bar seat ratio of 4:1. Entertainment and liquor specials shall be strictly limited and controlled through the City Liquor License.

5.70 Road or Street. A public or private thoroughfare or Easement, constructed according to the specifications of the City, which affords the principal means of access for vehicular traffic to abutting Land.

5.71 Rowhouse. A Multi-Family Dwelling having no more than six (6) Dwelling Units per Building in which each Dwelling Unit is designed for separate ownership.

5.72 Screening. The installation of something that conceals, encloses or buffers, which may include Fences, Planting Strips or Landscaping.

5.73 Senior Housing. A Multi-Family Dwelling intended for occupancy by adults age 55 or older and having no more than twenty-four (24) Dwelling Units per Building, not including nursing homes, convalescent homes and assisted living facilities.

5.74 Setback. The minimum horizontal distance between a Building or Structure, Individual Sewage Treatment System or well and Lot Lines, nearest edge of Road Easement(s), Wetlands, or ordinary high water level of lakes, rivers or ponds.

5.75 Sewage. Any water carrying domestic waste, exclusive of footing and roof drainage, from any industrial, agricultural, or commercial establishment, or any Dwelling or any other Structure. Domestic Waste includes liquid waste produced by toilets, bathing, laundry, culinary operations, and the drains associated with these sources, and specifically excludes animal waste and commercial or industrial wastewater.

5.76 Shopping Center. An integrated grouping of commercial enterprises whose facilities are under single ownership or control.

5.77 Site Plan. An accurately scaled Development plan or map that illustrates the existing conditions of the Land to be developed as well as the details of the proposed Development or Subdivision.

5.78 Sign. A display, illustration, structure or device containing or displaying graphic information visible from the exterior which directs attention to an object, product, place, activity, person, institution, organization or business.

5.79 Staging Plan. Within a Subdivision, a map or Plat which identifies the timing and location of Phased Development.

5.80 Structure. Anything which is built, constructed or erected, whether temporary or permanent, in, on or above the Land.

5.81 Subdivider. Any person commencing proceedings under the terms of this Ordinance to effect a Subdivision of Land hereunder.

5.82 Subdivision. The division of a Lot or parcel of Land into two (2) or more Lots or parcels, any of which resultant Lots or parcels is less than ten (10) acres in area or less than two hundred (200) feet in width or is a Planned Residential District or Planned Unit Development District established pursuant to Section 7.11 or 7.12 of this Ordinance, for the purpose of transfer of ownership or Building or Development, or if a new Street or the extension of an existing Street is involved, any division of a Lot or parcel of Land. The term includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the Land subdivided.

5.83 Subdivision, Major . All Subdivisions not classified as a Minor Subdivision, or any size Subdivision requiring any new Street or extension of City utilities, or the creation of any public improvements.

5.84 Subdivision, Minor. Any Subdivision necessary to adjust common boundary for Lot lands between Multi-Family Dwellings or Townhomes after construction thereof.

5.85 Suitable for Recreational Use. Land that can be used for construction of baseball, soccer and football fields, hockey arenas, swimming pools, tennis courts and other such active sports and recreational activities without extraordinary or unreasonable costs due to the topography and nature of the Land, and which is in a location compatible with other recreation Land contained in the Comprehensive Plan.

5.86 Suitable Site. A Useable Area site of at least 25,000 contiguous square feet for Lots with Individual Sewage Treatment Systems, and 15,000 contiguous square feet for Lots served by a central sewer system connected to the regional facilities.

5.87 Total Floor Area. All building area above or accessible to grade and that part of the Basement area determined by the percentage of the Basement walls that are exposed. Garages are included.

5.88 Townhouse. A townhouse, townhome or twinhome is one Dwelling Unit in a Building containing no more than two Dwelling Units with one or more Party Walls. A Townhouse is designed for two Families living independent of each other.

5.89 Use. The purpose or activity for which the Land, Structure or Building thereon is designated, arranged, intended or for which it is occupied, utilized or maintained.

5.90 Usable Area. The area of a Lot, excluding all required Setbacks, Easements, and Wetlands, where the topographic and soil conditions and configuration are suitable for each of the following in some section of the area: construction of a Dwelling Unit, future additions, Accessory Structures, well site, two Individual Sewage Treatment System areas (for an unsewered Lot), yard, driveways and required parking areas. During the Subdivision process only, when calculating the Usable Area of a proposed Lot, the Subdivider may include any trail Easement area of over 2,000 square feet per Lot and may be given partial credit for other Easements where there is area available for normal residential Use as defined for Usable Area.

5.91 Variance. A waiver of compliance with the regulations of this Ordinance or the Subdivision Ordinance, to alleviate unnecessary hardship and allow a reasonable use of the Building, Structure or Land which, because of unusual or unique circumstances, is denied by terms of this Ordinance or the Subdivision Ordinance.

5.92 Walk-Out Level. The story of a Building which has a portion of the perimeter walls exposed to the lowest grade but which has less than an average of fifty percent of the total perimeter wall area exposed above the lowest grade.

5.93 Wetland. For purposes of this Ordinance "Wetland" means a surface feature of at least 2,000 contiguous square feet, and classified as a wetland in the Minnesota Wetland Conservation Acts Minn. Statutes Chapter 103G which states "Wetlands means lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the Land is covered by shallow water." For purposes of this definition, Wetlands must have the following three (3) attributes: (1) have a predominance of hydric soils; (2) are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and, (3) under normal circumstances support a prevalence of such vegetation.

5.94 Zoning District. Section or sections of the incorporated area of the City for which regulations and provisions governing the Use of Structures and Lands are uniform for each class of Use permitted therein.

Section 6. General Standards.

6.1 Purpose. The purpose of this Section is to establish general Development performance standards. These standards are intended and designed to assure compatibility of Uses; to prevent blight, deterioration and decay; and to enhance the health, safety and general welfare of the residents of the City.

6.2 Conformity. No Structure shall be erected, converted, enlarged, reconstructed, or altered, nor shall any Building, Structure or Land be used for any purpose or in any manner which is not in conformance with the provisions of this Ordinance, except as hereinafter provided.

6.3 Uses Not Provided for Within Zoning Districts. In any Zoning District whenever a Use is neither specifically permitted nor denied, the Use shall be considered prohibited. The Planning Commission may conduct a study to determine if such Use is acceptable and if so, what Zoning District would be most appropriate, and determine the conditions and standards relating to Development of the Use. If appropriate, a proposed amendment to this Ordinance shall thereafter be initiated in accordance with Section 8.3 of this Ordinance.

6.4 Nonconforming Buildings, Structures and Uses.

6.4.1 A further purpose of this Section is to provide for the regulation of Nonconforming Buildings, Structures and Uses and to specify those requirements, circumstances and conditions under which Nonconforming Buildings, Structures and Uses shall be

operated and maintained. This Ordinance establishes Districts, each of which is an appropriate area for the location of Uses which are permitted in that District. It is necessary and consistent with the establishment of these Districts that Nonconforming Buildings, Structures and Uses not be permitted to continue without restriction. Furthermore, it is the intent of this Section that all Nonconforming Uses shall be eventually brought into conformity.

6.4.2 Any Building, Structure or Use lawfully existing upon the effective date of this Ordinance may be continued at the size and in the manner of operation existing upon such date except as hereinafter specified.

6.4.3 Nothing in this Ordinance shall prevent the placing of a Building or Structure in safe condition when said Building or Structure is declared unsafe by the City Building Inspector unless the cost of the necessary repairs will exceed more than fifty (50) percent of the market value, as determined by an independent appraiser retained by the City, in which case any reconstruction shall be for Use in accordance with the provisions of this Ordinance. All appraisal costs shall be paid by the homeowner at time of building permit application.

6.4.4 No Nonconforming Building, Structure or Use shall be expanded, or moved on its Lot or to another Lot or Land parcel unless such movement shall bring the non-conformance into compliance with the requirements of this Ordinance.

6.4.5 When any lawful, Nonconforming Use of any Building, Structure or Land in any District has been changed to a conforming Use, it shall not thereafter be changed to any Nonconforming Use.

6.4.6 Whenever a lawful Nonconforming Building or Structure shall have been damaged, it may be reconstructed and used as before if it be reconstructed within twelve (12) months after such damage, unless the damage to the Building or Structure is fifty (50) percent or more of its market value, as determined by an independent appraiser retained by the City, in which case any reconstruction shall be for use in conformity with the provisions of this Ordinance.

6.4.7 Whenever a lawful, Nonconforming Use of a Building, Structure or Land is discontinued for a period of six (6) months, any future use of said Building, Structure or Land shall be in conformity with the provisions of this Ordinance.

6.4.8 Nothing in this Ordinance shall prevent the normal maintenance of a Building or other Structure containing or related to a lawful Nonconforming Use including necessary non-structural repairs and incidental alterations which do not extend or intensify the nonconforming Use.

6.5 Dwelling Unit Restriction. No Building shall be occupied for its intended Use until the City has received an as-built certificate of survey prepared by a Registered Land Surveyor and an occupancy permit issued by the City's building inspector. The as-built certificate of survey must show all Easements, final Setback distances, ground elevations, Building Elevations and driveway/parking placements. No basement, cellar, Garage, tent, mobile home, trailer or other recreational home, or Accessory Building shall at anytime be used as a Dwelling Unit, temporarily or permanently except that a mobile home, trailer or recreational home may be used for not more than three (3) months if associated with a construction project, and its sanitary sewage system is in compliance with City, County, Federal and State laws and regulations. Basements or cellars may be used as living quarters and rooms as a portion of residential Dwellings, provided that all applicable laws, regulations and City Ordinances are complied with.

6.6 Nonconforming Platted and Unplatted Property.

6.6.1 A Lot or parcel of Land for which a deed or other form of conveyance has been recorded in the office of the County Recorder upon or prior to the effective date of this Ordinance shall not be deemed a buildable Lot unless at a minimum it meets the following conditions:

(a) It has frontage on a Road, Street or public highway.

(b) The Lot area requirements for the District in which it is located are within eighty (80) percent of the minimum requirements of this Ordinance.

(c) It can by demonstrated that a proper adequate sewage treatment system can be installed according to City, County, Federal and State laws and regulations.

(d) All Buildings or Structures, Individual Sewage Treatment Systems, or wells thereon located are no less than sixty (60) feet from any Main Building, Individual Sewage Treatment System or well located on an adjacent Lot.

(e) At no time after the Lot or parcel became Nonconforming was the Lot or parcel under common ownership with contiguous Lots or parcels, the combination of which could have been used to reduce or avoid the non-conformity of the Lot or parcel.

6.6.2 If, in a group of two or more contiguous Lots or parcels of Land under the same ownership, any individual Lot or parcel does not meet the minimum width and area requirements specified in this Ordinance, the Lot or parcel shall not be considered as a separate Lot or parcel of Land for purposes of sale or Development, but, instead, the separate Lots or parcels must merge into one.

6.7 Accessory Buildings, Structures, Uses and Equipment.

6.7.1 An Accessory Building is not considered an integral part of the Principal Building if its only connection to the Principal Building is by an enclosed passageway.

6.7.2 Detached Accessory Buildings or Structures shall not exceed the height of the Principal Building nor occupy a ground area equal to more than fifty (50) percent of the ground area of the Principal Building.

6.7.3 No part or all of any equipment accessory to residential living such as, but not limited to, air conditioners, television satellite dishes, fuel tanks, solar heating equipment, and swimming pools shall be placed on or above the surface of the Land unless all that part above the Land is wholly concealed from all Roads and adjacent Dwellings by Screening as provided in Section 6.15 of this Ordinance.

6.8 Land Reclamation.

6.8.1 A further purpose of this Section is to provide for the moving, removal and depositing of soil from its natural location to another location in such a manner that it will not be detrimental to the general health, safety and welfare.

6.8.2 All building permit applications which involve the excavation or filling of more than ten (10) cubic yards of soil shall include a cut and fill analysis and site plan, prepared by an architect or engineer. The cut and fill analysis shall show the amount of soils to be excavated, imported and/or removed during the Development of the site. The Site Plan shall show existing and proposed contours at two (2) foot intervals; proposed elevations of the top of roof and garage, first floor, Walkout Level, and abutting Land levels; and all other information pertinent to compliance with the provisions of this Ordinance.

6.8.3 As used in this Section: Land Reclamation shall be the grading of Land or reclaiming of Land by the moving or depositing of material so as to change the existing topography of the Land, provided that excavations for Buildings pursuant to Building permits shall not be considered Land reclamation unless the disposal of excavated materials is in areas outside of the driveway and parking pads, or at a distance greater than twenty five (25) feet from the side of the Building. If excess excavated materials are exported or placed outside of the limits described, the provisions of Section 6.8.4 shall apply. The depositing of not more than four (4) inches of top soil shall not be considered Land reclamation.

6.8.4 Land reclamation involving one-hundred (100) cubic yards or more of soil shall require a Conditional Use Permit as provided in Section 8.2 of this Ordinance. The application for such Conditional Use Permit shall include:

(a) A map showing:

(i) The natural topography of the Land to be reclaimed and the Land adjacent thereto.

(ii) The proposed topography after the Land reclamation.

(iii) The existing natural drainage of the Land and the Land adjacent thereto, and the drainage of the Land after the proposed Land reclamation.

(b) Written information:

(i) Stating the purpose for reclamation.

(ii) Setting forth the date of beginning and the date of completing the Land reclamation.

(iii) Documenting the types of soil on the Land and type and amount of soil to be graded or deposited.

(iv) Proposing measures for erosion and wind control.

(v) Setting forth the number and type of vehicles to be used and vehicular ingress and egress routes.

(vi) Specifying the general maintenance plans of the site.

(vii) Stating the effect on adjacent Land, lakes, streams and/or ground water.

6.9 Off-Street Parking, Loading Areas and Service Entrances.

6.9.1 A further purpose of this Section is to alleviate and prevent congestion on Roads or Streets and to promote the safety and general welfare of the public by establishing minimum requirements for off-street parking, loading areas and service entrances in accordance with the utilization of various parcels of Land or Structures.

6.9.2 The regulations and requirements set forth herein shall apply to all off-street parking, loading areas and service entrances in all of the Zoning Districts of the City.

6.9.3 All applications for a building or occupancy permit in all Zoning Districts shall be accompanied by a Site Plan drawn to a scale of one (1) inch equals forty (40) feet and shall include the location of off-street parking, loading areas and service entrances, surface and drainage plans.

6.9.4 Except in RMM, RMH & RCM Districts all off-street parking and loading requirements shall be met on the same Lot as the Building serviced and no off-street parking shall be within ten (10) feet from the nearest edge of any Road, or within thirty (30) feet of any other Lot Line.

6.9.5 All Lots upon which Principal Buildings are located shall be provided with permanent vehicular access to a Road or Street. No access driveway, unless a variance has been granted, shall be situated within thirty (30) feet of any Lot Line or the intersection of Roads or Streets, except as provided in Section 7.6.4 (f) of this Ordinance. Upon the approval of the City Council, these distances may be modified within a PUD or PRD but only if safe and adequate vehicular access is otherwise provided for. All Parking Stalls shall be a minimum of 10 feet wide by 20 feet deep, except handicapped stalls, which shall be 12 feet wide by 18 feet deep.

6.9.6 All areas intended to be utilized for parking, loading areas and service entrances shall be surfaced with materials suitable to control dust and drainage and shall be properly constructed and maintained to be usable under all weather conditions. Areas shall be so graded and drained to dispose of all surface water using natural drainage patterns and without adverse effect on neighboring Land.

6.9.7 Off-street parking facilities and loading areas in RSL, RSM, RMM and RMH Districts shall be utilized solely for the parking and loading of licensed and operable vehicles which do not exceed nine thousand (9,000) pounds gross weight, except as provided in Section 6.9.8 of this Ordinance.

6.9.8 All types of recreational vehicles, motor vehicles which are stored, disabled or not otherwise in regular use, boats and equipment, and all types of trailers present on Land more than thirty (30) days per calendar year shall be wholly concealed from all Roads and Streets and adjacent Dwellings by Screening as provided in Section 6.15 of this Ordinance.

6.9.9 No Single Family Detached Dwelling shall have less than four (4) off-street parking spaces exclusive of Garage and Carport areas. Parking spaces shall be 10 feet x 20 feet in size.

6.9.10 Any Structure designed to accommodate other than a Single-Family Dwelling shall provide adequate off-street parking for the intended Use.

6.9.11 Off-street loading, unloading and service entrances shall be provided for every Building or Structure used or designed for Use other than residential to an extent adequate for the proposed Use. Such facilities shall be separated from and in addition to, off-street parking areas and shall not obstruct or hinder access to a Building, Road, Street, public highway, pedestrians or vehicular traffic.

6.9.12 Consultants may be employed, in accordance with Section 8.9.2 of this Ordinance, to assist City personnel and officials in determining whether the proposed facilities for off-street parking, loading, unloading and service entrances are adequate.

6.10 Exterior Storage.

6.10.1 Except clothesline poles and wires, woodpiles, construction equipment and materials in current use and landscaping equipment or material in current use, all materials and equipment shall be stored within a Building or wholly concealed by Screening as provided in Section 6.15 of this Ordinance so as not to be visible from any Road, Street or Dwelling.

6.10.2 As used herein, "current use" means a period of time not exceeding ninety (90) days per twelve month period.

6.11 Refuse.

6.11.1 All exterior storage not included as a Permitted Use, permitted Accessory Use, or included as part of a Conditional Use, or otherwise permitted by the provisions of this Ordinance, except compost piles and woodpiles for use in the Principal residential Dwelling or for recreational purposes, shall be considered refuse.

6.11.2 In residential Districts, refuse and refuse containers not enclosed within a Building shall be covered and shall be wholly concealed as provided in Section 6.15 of this Ordinance.

6.11.3 Vehicles in an inoperative condition or unlicensed or unregistered shall be considered refuse and shall not be parked or stored unless wholly concealed from all Roads, Streets and adjacent Dwellings by Screening as provided in Section 6.15 of this Ordinance. Inoperative shall mean incapable of movement under its own power or not equipped to meet all requirements for use on public highways.

6.12 Exterior Lighting. In all residential Districts exterior lighting shall be arranged so that it does not interfere with the reasonable use and enjoyment of surrounding Land or constitute a hazard to vehicular traffic on all Roads, Streets and public highways. Exterior lighting shall be designed and directed so that there is no direct viewing angle of the illumination source from surrounding Land.

6.13 Smoke, Dust, Odors and Noise.

6.13.1 The emission of smoke, dust, fly ash or other particulate matter by any Use shall be in compliance with and regulated by the State of Minnesota Pollution Control standards and regulations.

6.13.2 The emission of odor by any Use shall be in compliance with and regulated by the State of Minnesota Pollution Control standards and regulations, but in no event shall the emission of odorous matter be in such quantity or level as to be readily detected beyond the boundaries of the Land from which it originates.

6.13.3 All noise shall be muffled so as not to be objectionable due to intensity, intermittence, beat frequency or shrillness and shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Rules Chapter 7030, as amended for Noise Area Classification 1.

6.13.4 The City Council may require an owner, operator or user to have made such investigations and tests as may be required to show adherence to Sections 6.13.1, 6.13.2 and 6.13.3 of this Ordinance. Such investigation and tests as are required to be made shall be carried out by an independent testing organization approved by the City Council after thirty (30) days written notice to the owner, operator or user. The costs incurred in having such investigations or tests conducted shall be shared equally by the owner, operator or user and the City, unless such investigation and tests disclose noncompliance with this Ordinance in which event the entire investigation and testing cost shall be paid by the owner, operator or user.

Nothing herein shall preclude the City from making any tests or investigations it finds appropriate to determine compliance with this Section.

6.14 Height Limitation Near Road.

6.14.1 The area within five (5) feet from the blacktopped or finished edge of any Road shall be kept clear of temporary or permanent obstacles such as stakes, poles, posts, large rocks and shrubbery, except a mailbox, sod and sprinkler heads may be placed within said area at the risk of the Land Owner(s) and provided none of the foregoing creates a traffic hazard or interferes with Road maintenance.

6.14.2 The area between five (5) feet and ten (10) feet from the blacktopped or other finished edge of any Road shall be kept clear of anything with a height of more than twelve (12) inches except a house identification post and two (2) lamp posts placed within said area at the risk of the Land owner(s), none of which may exceed ten (10) inches in diameter, and provided none of the foregoing creates a traffic hazard or interferes with Road maintenance.

6.15 Fences, Screening, Planting Strips and Landscaping.

6.15.1 Further purposes of this Section are to establish requirements, standards and guidelines relative to the construction and use of Fences, Screening, Planting Strips and Landscaping within thirty (30) feet of Lot Lines.

6.15.2 Subject to the limitations in Subsections 6.14.1 and 6.14.2, Fences, Screening, Planting Strips and Landscaping are permitted within thirty (30) feet of a Lot Line, but subject to the following restrictions:

(a) Solid walls in excess of forty-eight (48) inches above adjacent ground grades shall be prohibited.

(b) Fences in excess of forty-eight (48) inches high above adjacent ground grades shall be at least thirty percent (30%) open through the Structure to allow for passage of light, air and wind.

(c) That side of the Fence considered to be the finished side as opposed to structural supports shall face abutting property.

(d) Fences in side or rear yards, i.e., subject to Subparagraph (f) below, the area between the front building foundation line of the Principal Structure and rear Lot Line shall not exceed a height of six (6) feet above finished grade.

(e) Fences in front yards, i.e., the area between the blacktopped or other finished edge of any Road and the front building foundation line of the Principal Structure may, after being Setback a minimum of ten (1) feet from the blacktopped or other finished edge of any Road pursuant to Subsection 6.14.2, be a maximum of forty-eight (48) inches in height, except in the case of corner Lots where, in addition to complying with the ten (10) foot Setback in Subsection 6.14.2, a maximum thirty (30) inch height above Road height shall be permitted within a triangular area defined as follows: beginning at the intersection of the blacktopped or other finished edge of any Roads within such front yard; thence forty (40) feet along one such Road edge; thence diagonally to a point forty (40) feet from the point of beginning on the other such Road edge; thence to the point of beginning.

(f) In the case of a corner Lot, both yards abutting the blacktopped or other finished edge of a Road shall be considered a front yard.

(g) All Fences, Screening, Planting Strips and Landscaping shall be located entirely on the Lot of the person(s) installing or causing installing of the same.

(h) Nothing in this Section is intended to supersede any stricter requirements set forth in any private covenant or agreement affecting any Lot owner(s) nor any stricter requirements set forth in any statute, law or regulation relating to Setbacks from Wetlands or public waters.

(i) Barbed wire or similar Fences shall be prohibited.

(j) Fences surrounding swimming pools shall comply with Ordinance No. 76, and to the extent not inconsistent herewith, the requirements in this Ordinance.

(k) No Fence, Screening, Planting Strip or Landscaping shall be permitted which creates a traffic hazard.

6.15.3 The provisions of Minnesota Statutes Chapter 344 shall not apply within the City.

6.15.4 Fences, Screening, Planting Strips and Landscaping must be maintained so as to not endanger life or property and any Fence, Screening, Planting Strip or Landscaping which endangers life or property shall be deemed a nuisance.

6.15.5 Any deviation from the provisions of this Section shall require a variance.

Section 7. Districts.

7.1 Establishment of Districts. The following Zoning District classifications are hereby established within the City of North Oaks:

(a) RSL - Residential Single Family Low Density

(b) RSM - Residential Single Family Medium Density

(c) RMM - Residential Multiple Family Medium Density

(d) RMH - Residential Multiple Family High Density

(e) RCM - Residential-Commercial Mixed

(f) PRD - Planned Residential Development

(g) PUD - Planned Unit Development

(h) C - Commercial

(i) CS - Commercial/Service

(j) LI - Limited Industrial

(k) OS – Open Space

(l) R - Recreation

(m) HP - Historic Preservation

(n) Shoreland

7.2 Zoning District Application. The boundary lines of the Zoning Districts shown in Section 7.1 are hereby established as follows:

7.2.1 The document referred to as the "Zoning District Map" of North Oaks, said map being dated February 11, 1999 and as may be amended from time to time (hereinafter referred to as the "Zoning District Map"), is hereby adopted as the official zoning map of the City and has been filed with the City Clerk. The Zoning District Map and all notations, references, and other information shown thereon shall have the same force and effect as if fully set forth herein and is hereby made part of this Ordinance by reference and incorporated herein as fully as if set forth herein length.

7.2.2 The Zoning District Map may be amended from time to time by action of the City Council taken in accordance with Section 8.3 of this Ordinance.

7.3 Annexed Land. All Lands which may hereafter become part of the City through annexation shall be automatically classified as Residential Single-Family Low Density until otherwise changed by amendment procedures as set forth in Section 8.3 of this Ordinance.

7.4 Lot Divided by Zoning District Line. Where a developed Lot at the time of the effective date of this Ordinance is divided by a District boundary line as established in this Section and as shown on the Zoning District Map, the Uses authorized thereon and the other

requirements applying to the most restricted portion of such Lot under this Ordinance shall be considered as extending to the entire Lot.

7.5 Zoning District Boundaries. Zoning District boundary lines as indicated on the Zoning District Map follow Lot Lines, center of water courses or the corporate limit lines, all as they exist upon the effective date of this Ordinance. If District boundary lines do not follow any of the above described lines, the District boundary lines are established as indicated on the Zoning District Map.

7.6 RSL - Residential Single Family Low Density District.

7.6.1 Purpose. This District is established to provide for low density single family detached residential Dwellings and directly related complimentary Uses compatible with the environment and conforming to the level of services available and to provide such community facilities as will enhance the quality of the area.

7.6.2 Permitted Uses. The following Uses shall be permitted:

(a) Single Family Detached Dwellings.

(b) Essential Services.

(c) Single Family Detached Dwelling Planned Unit Development or Phases of a Planned Unit Development which meet all requirements of Section 7.6.

7.6.3 Permitted Accessory Uses. The following Accessory Uses shall be permitted:

(a) Attached or detached Private Garage and private Carport facilities provided said Structures are constructed in the same architectural style as the Principal Building or Structure and provided that the combined facilities are limited to the storage of not more than four (4) private passenger vehicles, none of which exceed nine thousand (9,000) pounds gross weight. All vehicles must be owned or under the control of a Family resident.

(b) Private tennis courts and swimming pools, which are maintained for the enjoyment and convenience of the resident of the Principal Use and their guests.

(c) Buildings and Uses Accessory to the Principal Use, small tool houses, sheds for storage of domestic supplies and non-commercial recreation equipment provided said Structures are constructed in the same architectural style as the Principal Building or Structure, but Accessory Dwelling Units shall not be permitted.

(d) Non-commercial greenhouses.

(e) Signs showing residents' name and/or address identification not to exceed two (2) square feet and one (1) real estate sale sign not to exceed eight (8) square feet.

7.6.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a) A business conducted in the Dwelling or a Home Occupation provided that:

(i) The business or Home Occupation is conducted by a resident occupant of the Dwelling.

(ii) The activity is incidental and secondary to the residential Use of the premises.

(iii) There is no external activity nor external alteration of the Dwelling.

(iv) There is no exterior storage, display or signing.

(v) The Use generates no external noise.

(vi) Section 8.9 of this Ordinance is complied with.

(vii) No on-street parking is generated.

(b) Municipal and public utility Buildings and Structures necessary for the health, safety and general welfare of the community provided that:

(i) The architectural appearance and functional plan of the Buildings and site shall be compatible with the adjacent area.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(iv) All accessory equipment is completely enclosed in a permanent Structure with no outside storage.

(v) Section 8.9 of this Ordinance is complied with.

(c) Neighborhood or community centers provided that:

(i) The architectural appearance and functional plan of the Buildings and site shall be compatible with the adjacent area.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(iv) All accessory equipment is completely enclosed in a permanent Structure with no outside storage.

(v) The site of the Principal Use and related parking is served by a Road or Street of sufficient capacity to accommodate the traffic which will be generated.

(vi) Section 8.9 of this Ordinance is complied with.

(d) Private nonprofit golf Clubs provided that:

(i) The architectural appearance and functional plan of the Buildings and site shall be compatible with the adjacent area.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(iv) All accessory equipment is completely enclosed in a permanent Structure with no outside storage.

(v) Use of the premises is restricted to members and their guests.

(vi) Section 8.9 of this Ordinance is complied with.

(e) Non-neon Signs and non-neon informational visual communication devices, except as prohibited in Section 7.6.4(a)(iv), provided that:

(i) The height of the Sign or device does not exceed the height of the Principal Structure or the Structure to which it is affixed.

(ii) The architectural style and design shall not be so dissimilar to the surrounding Buildings or area so as to adversely impact other Land.

(iii) There are no moving or flashing parts and any illumination shall be in compliance with Section 6.12 of this Ordinance.

(iv) The Sign or device is permanently fixed to the Land or to a Building or Structure.

(v) The Sign or device is not a billboard and is associated with the Principal Use of the Land.

(vi) Section 8.9 of this Ordinance is complied with.

(f) Access driveways with a Setback of not less than fifteen (15) feet provided that:

(i) Topographical conditions prevent reasonable access elsewhere on the Lot or a large tree or major group of trees would be preserved.

(ii) Section 8.9 of this Ordinance is complied with.

(g) Sales and management office for a Planned Unit Development (PUD) or Planned Residential Development (PRD) or a Home Owners Association management office provided that:

(i) The architectural appearance and functional plan of the Buildings and site shall be compatible with the surrounding area.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(iv) All accessory equipment is completely enclosed in a permanent Structure with no outside storage.

(v) Section 8.9 of this Ordinance is complied with.

(h) Buildings with a height greater than thirty-five (35) feet provided that:

(i) The Front Elevation of the Building does not exceed thirty-five (35) feet in height at any point.

(ii) The Building height at any other elevation does not exceed forty-five (45) feet.

(iii) The environmental and topographical conditions of the Lot prior to Building development are naturally suited to the design of a Building with an egress or Walk-out Level.

(iv) Buildings shall be limited to a Basement and two full stories. Finished areas within the roof structure will be considered a full story.

(v) Any time the side or rear elevations of a Building exceeds thirty-five (35) feet in height within fifty (50) feet of adjacent Lot Lines, the Building line shall be Setback an additional two (2) feet from the adjacent Setback line for each foot in height above thirty-five (35) feet.

(vi) Section 8.9 of this Ordinance is complied with.

(i) The Lots in Registered Land Survey 527 and 528, also known as Southpointe and South Wildflower Subdivisions, which were approved by the City Council for Buildings with Walkout Levels are hereby granted the right to seek Conditional Use Permits for the construction of Buildings with a height greater than thirty-five (35) feet, but not exceeding forty-five (45) feet, subject to each Lot meeting the conditions in Sections 7.6.4(h)(i) through 7.6.4 (h)(vi) and all other provisions of this Ordinance except that the procedure as outlined in Section 8.5 shall be revised as follows:

(a) The Zoning Administrator shall review and analyze the request, submit a report to the Planning Commission and schedule a public hearing for the next regular Planning Commission meeting in accordance with Sections 8.5.4(a) through 8.5.4 (b) of this Ordinance.

(b) At the next regular meeting, the Planning Commission will hold the public hearing, make findings of fact and recommend denial or approval.

(c) At the following City Council meeting the City Council will act on the Conditional Use Permit with the approval needing a four-fifths (4/5) vote of the City Council when at least four members are present.

7.6.5 Lot Area Requirements. No Lot, tract or parcel of Land wholly or partly within an RSL district shall hereafter be divided in any manner unless:

(a) The average size of each and every Lot, tract or parcel of Land created by the Subdivision shall have a minimum area of one and forty five hundredths (1.45) acres and in no event shall any Lot, tract of parcel of Land so created have a minimum area of less than one and twenty-five hundredths (1.25) acres.

(b) In determining and calculating average sizes:

(i) Only those Lots, tracts or parcels of Land on which a Single-Family Detached residential Dwelling can be constructed may be considered and used.

(ii) Those areas within the waters known as Black Lake, Charley Lake, Deep Lake, Gilfillan Lake, Pleasant Lake and Wilkinson Lake, DNR protected Wetlands and VLAWMO designated Wetlands shall be excluded in calculating average sizes.

(c) The Lot meets the definitions of a Suitable Site and a Usable Area as defined in this Ordinance.

7.6.6 Setbacks. No Building or Structure (except Fences, Screening, Planting Strips and Landscaping in compliance with Sections 6.14 and 6.15 of this Ordinance), Individual Sewage Treatment System, or well, shall be located within thirty (30) feet of the Lot Lines, the nearest edge of any Road or Street Easements, or any Wetland, except that additions which do not exceed twenty five (25) percent of the existing Building footprint area, on Buildings or Structures lawfully existing upon the effective date of this Ordinance shall be excluded from Wetland Setback requirements.

No grading or filling shall be allowed within thirty (30) feet of adjacent Lot Lines without prior notification to the adjacent Lot owners and approval of the Planning Commission, except that grading and filling will be allowed if it is within ten (10) feet of a Building.

7.6.7 Building Heights. The height of any Building shall not exceed thirty-five (35) feet. Buildings shall be limited to a Basement (a floor level that has less than fifty (50) percent of the perimeter walls exposed above the lowest grade) and two full stories. Finished areas within the roof structure will be considered a full story.

7.6.8 Floor Area Ratios. The Floor Area Ratio (FAR) of any Building on any Lot shall not exceed 0.12.

7.7 RSM - Residential Single Family Medium Density District.

7.7.1 Purpose. This District is established to provide for medium density Single-Family Detached residential Dwellings and directly related complimentary Uses compatible with the natural environment and conforming to the level of services available and to provide such community facilities as will enhance the quality of the area.

7.7.2 Permitted Uses.

(a) All Uses that are Permitted Uses in the Residential Single-Family Low Density District (Section 7.6.2).

(b) A Single Family Detached Dwelling, Planned Unit Development (PUD) or a Phase of a PUD which has a maximum Gross Density of one Unit per 1.1 acres and which is served by a central sanitary sewer collection system.

7.7.3 Permitted Accessory Uses. All Uses that are Permitted Accessory Uses in the Residential Single Family Low Density District (Section 7.6.3).

7.7.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance.

(a) All Uses that are permitted Conditional Uses in the Residential Single-Family Low Density District (Section 7.6.4).

(b) Public and private educational institutions limited to preschool, nursery, elementary, junior and senior high schools; religious institutions such as churches, chapels, temples and synagogues provided that:

(i) The architectural appearance and functional plan of the Buildings and site shall be compatible with the adjacent area.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking, loading, and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(iv) All accessory equipment is completely enclosed in a permanent Structure with no outside storage.

(v) The site of the Principal Use and related parking is served by a Road or Street of sufficient capacity to accommodate the traffic which will be generated.

(vi) Section 8.9 of this Ordinance is complied with.

7.7.5 Lot Area Requirements. No Lot, tract or parcel of Land wholly or partly within a RSM district shall hereafter be divided in any manner unless:

(a) The average size of each and every Lot, tract or parcel of land so created will have a minimum area of one and one-tenth (1.10) acres provided that:

(i) In no event shall any Lot, tract or parcel of Land so created have a minimum area of less than one (1) acre.

(b) In determining and calculating average sizes:

(i) No more than three (3) acres of any Lot, tract or parcel of Land so created shall be considered and figured.

(ii) Those bodies of water known as Black Lake, Charley Lake, Deep Lake, Gilfillan Lake, Pleasant Lake and Wilkinson Lake, DNR protected Wetlands and VLAWMO designated Wetlands shall be excluded.

(c) The Lot meets the definitions of a Suitable Site and a Usable Area as defined in this Ordinance.

7.7.6 Setbacks. The Setback requirements of the Residential Single-Family Low Density District (Section 7.6.6) shall apply and govern.

7.7.7 Building Heights. The Building height requirements of the Residential Single-Family Low Density District (Section 7.6.7) shall apply and govern.

7.7.8 Floor Area Ratio. The Floor Area Ratio (FAR) of any Building on any Lot shall not exceed 0.12.

7.8 RMM - Residential Multi-Family Medium Density District.

7.8.1 Purpose. This District is established to provide for medium density Attached residential Dwellings and directly related complimentary Uses compatible with the natural environment and conforming to the level of services available and to provide such community facilities as will enhance the quality of the area.

7.8.2 Permitted Uses. The following Uses shall be permitted:

(a) All Uses that are Permitted Uses in the Residential Single Family Medium Density District (Section 7.7.2).

(b) A Planned Residential Development with Townhouse Dwellings.

(c) A Planned Unit Development (PUD) with Single Family Detached Dwellings and Townhouse Dwellings.

7.8.3 Permitted Accessory Uses. All Uses that are permitted Accessory Uses in the Residential Single Family Medium Density District (Section 7.7.3).

7.8.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance.

(a) All Uses that are Permitted Conditional Uses in the Residential Single Family Medium Density District (Section 7.7.4).

7.8.5 Lot Area Requirements. No Lot, tract or parcel of Land wholly or partly within a RMM district shall hereafter be divided in any manner unless:

(a) The average size of each and every Lot created as a Single-Family Detached residential Dwelling conforms with the requirements of Section 7.7.5(a), (b) and (c).

(b) If developed as a PRD or PUD, the Lots shall conform to the requirements of Section 7.11 or 7.12 and the current Comprehensive Plan.

(c) In determining and calculating areas, those bodies of water know as Black Lake, Charley Lake, Deep Lake, Gilfillan Lake, Pleasant Lake and Wilkinson Lake and DNR designated Wetlands and VLAWMO designated Wetlands shall be excluded.

7.8.6 Setbacks. The Setback requirement of the Residential Single-Family Medium Density District (Section 7.7.6) or the Planned Residential District (Section 7.11) or

the Planned Unit Development District (PUD) (Section 7.12) shall apply and govern.

7.8.7 Building Heights. The Building height requirements of the Residential Single-Family Medium Density District (Section 7.6.7) shall apply and govern.

7.8.8 Floor Area Ratio. The Floor Area Ratio (FAR) of any Building on any Single-Family Detached Dwelling Lot or the aggregate of all Buildings in a PRD or PUD shall not exceed 0.12.

7.8.9 Sewage Systems. A central sanitary sewer system is required for all Townhouse Dwelling Units in this District. Single Family Detached Dwellings which are not served by a central sanitary sewer shall meet minimum Lot Area Requirements of Section 7.7.5 (a), (b) and (c).

7.9 RMH - Residential Multi-Family High Density District.

7.9.1 Purpose. This District is established to provide for medium and high density Multi-Family Attached residential Dwellings and directly related complimentary Uses compatible with the natural environment and conforming to the level of services available and to provide such community facilities as will enhance the quality of the area.

7.9.2 Permitted Uses. The following Uses shall be permitted:

(a) All Uses that are permitted uses in the Residential Multi-Family Medium Density District (Section 7. 8.2).

(b) A Planned Residential Development with Townhouse Dwellings.

(c) A Planned Unit Development (PUD) with Single Family Detached, Townhome, and other Multi-Family Dwellings pursuant to a Planned Development Agreement (PDA).

7.9.3 Permitted Accessory Uses. All Uses that are permitted Accessory Uses in the Residential Multi-Family Medium Density District (Section 7. 8.3).

7.9.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance.

(a) All Uses that are Permitted Conditional Uses in the Residential Multi-Family Medium Density District (Section 7. 8.4).

7.9.5 Lot Area Requirements. No Lot, tract or parcel of Land wholly or partly within a RMH District shall hereafter be divided in any manner unless:

(a) The average size of each and every Lot created as a Single-Family Detached residential Dwelling conforms with the requirements of Section 7.7.5(a), (b) and (c).

(b) If Developed as a Planned Residential Development (PRD) Townhouse site, the Lots shall conform to the requirements of Section 7.11 and the current Comprehensive Plan.

(c) If Developed as a Planned Unit Development (PUD) site, the Lots shall conform to requirements of Section 7.12 or as defined in a Planned Development Agreement (PDA).

(d) In determining and calculating areas, those bodies of water know as Black Lake, Charley Lake, Deep Lake, Gilfillan Lake, Pleasant Lake and Wilkinson lake, DNR designated Wetlands and VLAWMO designated Wetlands shall be excluded.

7.9.6 Setbacks. The Setback requirement of the Residential Multi-Family Medium Density District (Section 7. 8.6) shall apply and govern, except as follows:

(a) If developed as a PRD, Setbacks shall conform with the requirements of Section 7.11.

(b) If developed as a PUD, Setbacks shall conform with the requirements set forth in the Master Development Plan and Planned Development Agreement (See Section 7.12).

7.9.7 Building Heights. The Building height requirements of the Residential Multi-Family Medium Density District (Section 7. 8.7) shall apply and govern.

7.9.8 Floor Area Ratio.

(a) The Floor Area Ratio (FAR) of any Building on any Single-Family Detached residential Lot shall not exceed 0.12.

(b) If developed as a Planned Residential Development, the aggregate Floor Area Ratio of all Buildings shall not exceed .375.

(c) If developed as a Planned Unit Development, the aggregate Floor Area Ratio of all Buildings shall not exceed .375.

7.9.9 Sewage Systems. A central sanitary sewer system is required for all Townhouse and Multi-Family Dwelling Units in this District. Single Family Detached Dwellings which are not served by central sanitary sewer shall meet the Lot area requirements of Section 7.7.5.

7.10 RCM - Residential Commercial Mixed District.

7.10.1 Purpose. The purpose of the RCM District is to provide a mixture of medium and high density Detached, Attached, and Multi-Family Dwellings and commercial Uses on one site. The District is intended to create neighborhoods which provide housing, jobs and daily goods and services to City residents and adjacent communities.

The District will not depend on any existing City Roads or Streets for access. The District will need to provide for extra Screening from adjacent City residential Land. The architectural design of Development in the District is required to compliment the predominantly residential character of the City.

7.10.2 Permitted Uses. The following Uses shall be permitted:

(a.) All residential Uses permitted in the Section 7.9.2.

(b.) A Planned Unit Development (PUD) with the residential Uses as permitted in Section 7.9.2. and the following commercial and services Uses:

1. Grocery Store.
2. Liquor Store.
3. Drug Store.
4. Beauty and Barber Shop.
5. General offices, including professional, real estate, financial, medical and dental offices.
6. Art and School Supply Store.
7. Art Galleries.
8. Antique or Gift Shop.
9. Bakery goods sales and baking of goods for retail sales on the premises.
10. Bank.
11. Barber Shop.
12. Bookstore.
13. Camera and Photo Supplies.
14. Candy Store.
15. Delicatessen.
16. Drug Store.
17. Dry Cleaning and Laundry Pick-up Stations.

including incidental pressing and repairs. (no on-site cleaning operations.)

18. Florist.
19. Furniture Boutique.
20. Greeting Cards and Gifts.
21. Grocery Store, Fruit or Vegetable Store.
22. Hardware Store.
23. Hobby Store.
24. Home Remodeling Showroom.
25. Insurance Agency.
26. Jewelry Sales and Jewelry Repair Store.
27. Locksmith.
28. Meat and Fish Market but not including processing for a locker.
29. Medical and Dental Clinic or Offices.
30. Music Store.
31. Office Supply and Stationery Store.
32. Paint, Wallpaper, Tile and Floor Covering Store.
33. Pet Foods and Supplies.
34. Photographic Studio.
35. Postal Service (not Post Office).
36. Shoe sales and repair.
37. Sporting Goods.
38. Travel Agency.
39. Toy Store.
40. Wearing Apparel (new clothes shop).

7.10.3 Permitted Accessory Uses. The following Accessory Uses shall be permitted:

(a.) For residential Uses; all Uses that are Permitted Accessory Uses in the RMH District (Section 7.9.3).

(b.) For commercial and services Uses; Buildings and other Structures for any incidental repair, processing or storage necessary to conduct a Principal Use provided that such Buildings or Structures are constructed in the same architectural style as the Principle Building or Structure.

7.10.4 Conditional Uses. The following Conditional Uses may be permitted, but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a.) For residential Uses; all Uses that are Permitted Conditional Uses in the RMH District (Section 7.9.4).

(b.) Within a Shopping Center; any single Permitted Use over 15,000 square feet.

(c.) Non-neon Signs and non-neon informational visual communication devices provided that the requirements established in Section 7.6.4(e) of this Ordinance shall apply and govern.

(d.) Daycare and/or Childcare Center.

(e.) Business conducted in the Dwelling or a Home Occupation provided requirements of Section 7.6.4(a) are met.

7.10.5 Lot Area, Lot Width and Setback Requirements:

(a.) For residential Uses; Lot area requirements shall be in accordance with the RMH District Sections 7.9.5, 7.9.6, 7.9.8.

(b.) For commercial Uses; Lot area, Lot width and yard requirements shall be in accordance with Section 7.14.7.

7.10.6 Building Height and Lot Coverage:

(a.) No Building shall exceed a Basement and two full stories nor 35 feet in height at the Front Elevation.

(b.) For Commercial and Services Uses; no Building or aggregate of Buildings shall exceed more than a 30 percent Lot Coverage.

7.10.7 Parking

(a.) For residential Uses, the parking requirements of Section 6.9 of this Ordinance shall apply.

(b.) For Commercial and Service Uses; the parking requirements of Sections 7.14.8, 7.14.12(e) and 7.14.12(f) of this Ordinance shall apply and govern.

7.10.8 Sewer System:

(a.) All Lots within this District shall be served by a central sanitary sewer system which discharges into regional facilities.

7.10.9 Additional Requirements:

(a.) For residential Uses: The General Standards in Section 6 shall apply.

(b.) For commercial Uses; The General Standards in Section 6 and the Commercial/Service District special minimum requirements in Section 7.14.12 shall apply.

7.10.10 Signage Standards. In addition to the Conditional Use Permit requirements for Signs in Section 7.6.4(e), additional Sign standards shall be in conformance with Section 7.14.13.

7.10.11 Land Owners Association. A Land Owners Association and/or a Home Owners Association shall be formed to include all Common Use Land within the RCM District for the purposes of managing the affairs of the individual Lot Owners, Common Land, and to fulfill the obligations of regulatory authorities and agencies.

7.10.12 Site and Building Plan Review.

(a.) For all Development within the RCM District, excluding unsewered Single-Family deteched Developments, a Site Plan is required to be submitted to the City for review by the Planning Commission and approval by the City Council. The Site Plan shall be prepared, signed and dated by licensed architects, engineers, surveyors and/or landscape architects and address all the standards and requirements of this Ordinance and Section 7.12.2.B.2.b. No Building permit can be issued without Site Plan approval.

(b.) A Landscape Plan is required to be submitted to the City Engineer and City Forester who will prepare a written report assessing the Plan. Such a Plan shall be submitted for review by the Planning Commission and approval by the City Council.

(c.) For all commercial and Multi-Family Development a Site and Building plan is required to be submitted to the City for review by the Planning Commission and approval by the City Council. No building permit can be issued without Building plan approval.

7.11 PRD - Planned Residential District.

7.11.1 Purpose. This District, which is coextensive with only the Residential Multi-Family Medium (RMM) and Residential Multi-Family High Density (RMH) Districts, is established to provide for and encourage flexibility in layout and site planning, a more efficient use of Land and Green Space, and the Development of residential areas in keeping with ecological and environmental considerations, including Wetlands, shorelands, ground and surface water quality, and drainage factors. It is acknowledged that in the planning and Development of Land within this District, variations may occur which are not in strict accord with other Sections of this Ordinance and, in such cases, if it can be demonstrated by the Applicant that such variations are not detrimental to public health, safety, morals, and general welfare, then such variations may be allowed provided the requirements stated elsewhere in this Section are complied with.

7.11.2 Permitted Uses. All Uses that are Permitted Uses in the Residential Multi-Family Medium and High Density Districts (Sections 7.8.2 and 7.9.2).

7.11.3 Permitted Accessory Uses. All Uses that are Permitted Accessory Uses in the Residential Multi-Family Medium and High Density Districts Section 7.8.3 and 7.9.3 (a) and (b).

7.11.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance.

(a) All Uses that are Permitted Conditional Uses in the Residential Multi-Family Medium and High Density Districts (Section 7.8.4 and 7.9.4).

(b) Attached Townhouse Dwellings with Setbacks from adjacent Lot Lines less than otherwise established by this Ordinance provided that:

(i) The overall density established in Section 7.11.5(b) is complied with.

(ii) There shall be adequate visual privacy between each Dwelling Unit and between the Dwelling Units and the common areas.

(iii) The acoustical privacy between each Dwelling Unit shall be maintained by airborne sound insulation materials in Party Walls to meet a Ground Transmission Class (GTC) of 50 as defined in the Uniform Building Code and by proper placing of the Buildings.

(iv) In the event that construction of any Attached Dwelling is not completed within two (2) years after the issuance of the Conditional Use Permit or upon the expiration of any extension thereof granted pursuant to Section 8.6 of this Ordinance, all Uses encompassed by the Conditional Use Permit shall become null, void and otherwise revoked insofar as such permit applies to the undeveloped Land.

(v) Section 8.9 of this Ordinance is complied with.

7.11.5 Area Requirements. The following area requirements shall be the minimum permitted:

(a) The minimum area required for application for qualification as a PRD shall be twenty (20) acres.

(b) Within the overall PRD, the combined area of individual Lots, common recreation, Green Space, Roads and Streets shall have a density not to exceed one (1) Dwelling Unit per 0.83 acres in the Residential Multi-Family Medium Density District and one (1) Dwelling Unit per 0.25 acres in the Residential Multi-Family High Density District.

(c) A PRD may be permitted in an area which is partly within a Commercial District provided that all of the applicable provisions of this and all other City Ordinances are complied with.

7.11.6 Setbacks. No Building or Structure, Individual Sewage Treatment System, or well shall be located within thirty (30) feet of the perimeter Lot Line of the PRD or the edge of any Road or Street, nor within thirty (30) feet of any Wetland.

7.11.7 Building Heights. The Building height requirements of the Residential Single-Family Low Density District (Section 7.6.7) shall apply and govern.

7.11.8 Application and Processing. It is intended by this Section that:

(a) The Subdivision review as provided in Section 6 of the Subdivision Ordinance of the City be carried out simultaneously with the review of the PRD as provided in this Ordinance.

(b) The Development of any PRD shall be subject to, and comply with, Sections 8 and 9 of the Subdivision Ordinance of the City except:

(i) Section 8.3 shall not apply, however each PRD shall provide a sufficient amount of Land which is Suitable for Recreational Use to serve the needs of the residents of said PRD. Land Suitable for Recreational Use may include, but is not limited to, play-fields, tennis courts, swimming pools, skating and/or hockey rinks.

(c) Section 6.1.6(c) of the Subdivision Ordinance of the City shall not apply to or govern any PRD. However, in order to protect the individual Owners rights and Land values, and to insure the Home Owners Associations responsibility for maintenance and upkeep of common recreational areas, Green Space and Roads, the proposed geographical and chronological Staging Plans for the PRD shall be presented with the Preliminary Plan approval request as provided in said Subdivision Ordinance. Consideration shall be given to the following matters in evaluating Staging Plans:

(i) The total area devoted to common recreation, Green Space and Roads and Streets in relationship to the Dwelling Units. At a minimum, in any stage of Development, the relationship between the total of the Common recreational area, Green Space, Roads and Streets, and the total of the Dwelling Units must bear the same relationship as when the PRD is fully completed.

(ii) The timing and Phasing of the PRD. In order to provide that, at any point in time, the developed portion of the PRD can function for the benefit of the residents and without undue economic hardship should some unforeseen circumstances prevent the completion of the total PRD, the PRD shall be timed and Phased so that Development will progress in Stages from the nearest accessible Road, Street or highway to the farthest.

(d) In order that the purpose of the PRD may be achieved, Land shall be in single ownership or under the management or supervision of a central

authority or otherwise subject to such supervisory lease or ownership control as maybe necessary to carry out the provision of the PRD requirements.

7.12 PUD - Planned Unit Development District.

7.12.1 Purpose. This District, which may be coextensive with the RSL, RSM, RMM, RMH, RCM, R, and OS Districts, is established to provide for and encourage flexibility in layout and Site Planning, a more efficient use of Land and Open Space, and the Development of residential and residential-commercial mixed use areas in keeping with ecological and environmental considerations, including Wetlands, shorelands, ground and surface water quality, and drainage factors. All Uses within a PUD District shall be in conformance with the underlying Zoning District and consistent with the current Comprehensive Plan. It is acknowledged that in the planning and Development of Land within this District, modifications may occur which are not in strict accord with other Sections of this Ordinance and, in such cases, if it can be demonstrated by the Applicant that such modifications are not detrimental to public health, safety, morals, and general welfare, then such modifications may be allowed provided the requirements stated elsewhere in this Section are complied with.

The use of more flexible regulations in Development of Land within the PUD District may be approved if all conditions of this Section are found to exist and it is determined it is in the community interest to do so. It is intended that the approval of a PUD District will not change the existing underlying zoning unless the procedures for a rezoning are followed, either simultaneously or separately, and a rezoning is approved by the City Council.

All applicants for PUD District rezoning approval must submit a Master Development Plan and Planned Development Agreement (PDA) for approval by the City Council.

7.12.2 Application and Processing.

A. PUD Master Development Plan: Approval of a Master Development Plan shall be subject to the procedures outlined in Section 8.3. The procedures and notification of a public hearing on the Master Development Plan shall be pursuant to Section 8.3 of this Ordinance.

1. The Master Development Plan shall contain, at a minimum, the following:

a. A generalized master Site Plan which illustrates the interrelationship of a Streets, residential Uses, commercial Uses, Recreation and Green Spaces, Open Spaces, trails and access to local and county Roads, Streets and highways within the project area.
b. Location, type and number of Dwelling Units.
c. Location, type and acreages of Commercial Uses.
d. Staging Plan for the Phasing, timing and location of the Development.
e. A Planned Development Agreement per Section 7.12.2.A.2. of this Ordinance.

Approval of the PUD District Master Development Plan shall occur in conjunction with rezoning of Land to PUD District.

2. Planned Development Agreement (PDA). The terms and conditions, including duration of the Planned Unit Development Master Development Plan, shall be set forth in a Planned Development Agreement (PDA) and plans approved by the City Council signed between the Owner/Applicant and the City, as authorized by the City Council and Minn. Stat. § 462.358, Subd. 3c. Variations, other than Use, to the provisions of this Ordinance, the Subdivision Ordinance, the Shoreland Ordinance and other City Ordinances may be embodied in the Planned Development Agreement or the plans submitted by the Owner/Applicant which are approved by the City Council. The Planned Development Agreement may address any and all matters which the City and the Owner/Applicant consider necessary or appropriate. The rights and responsibilities set forth in the Planned Development Agreement shall be binding on the City and the Owner/Applicant and their successors and assigns to the extent and for the duration provided in the Planned Development Agreement. The Planned Development Agreement shall be approved as part of the rezoning of the Land to PUD District.

B. Procedure for Application: Final Development Plans for Phases. Approval of the Final Development Plans for Phases shall be

subject to procedures in the the Subdivision Ordinance, and as agreed to in the PDA. Approval of a Development Contract for each Phase by the City and Applicant shall also be a condition to approval of Final Development Plans for Phases. An Applicant shall demonstrate that the Final Development Plans for each Phase are consistent with the approved Master Development Plan and the agreed upon PDA.

1. Concept Plan for Phases: In order to receive guidance on the design of a PUD Phase prior to submission of an application for Final Development Plan approval for a Phase, an Applicant may submit a Concept Plan for review and comment by the Planning Commission and City Council. Submission of a Concept Plan is optional for a Phase. In order for the Concept Plan review for a Phase to be most helpful to the Applicant, the following general information, in schematic form, should be included:

    1. General traffic circulation patterns, road locations, access points, and projected traffic.
    2. Approximate Building locations.
    3. Height, bulk and square footage of Buildings.
    4. Types and square footage of Uses.
    5. Types and numbers of Dwelling Units.
    6. General grading plan.
    7. Existing site conditions, topography and character of the Land.
    8. Staging Plan for Development.
    9. Trail, parkland Green Space and Open Space size and locations.

    Comments by the Planning Commission and City Council shall be for guidance only and, shall not be considered binding upon the Planning Commission, City Council, or Applicant regarding the approval of the Final Development Plans for a Phase.

2. Preliminary Plan Review for Phases of a PUD. For all Development within a PUD or Phase of a PUD,

a Preliminary Plan must be submitted to the City for review by the Planning Commission and approval by the City Council. For each Phase, excluding unsewered Single Family Development, a Site Plan must also be submitted to the City for review by the Planning Commission and approval by the City Council. The Preliminary Plan and Site Plan shall be prepared, signed and dated by licensed architects, engineers, surveyors or landscape architects and address all of the standards and requirements of this Ordinance, the Subdivision Ordinance, and as described in the PDA. The Applicant shall provide proof that the Preliminary Plan and Site Plan (if required) are consistent with the approved Master Development Plan and agreed upon PDA. No Building Permit shall be issued until after final Preliminary Plan and Site Plan approval.

(a.) The Preliminary Plan shall include:

1. A map at a scale of 100 feet to an inch delineating the overall boundaries and showing correctly the boundaries of the Subdivision.
2. Subdivision Lot boundaries.
3. Layout and lot sizes to nearest tenth of an acre.
4. Streets, Roads, Easements and access plans.
5. Park, recreation, Green Space and Open Space.
6. Topographical map, at a scale of 100 feet to an inch, showing the following features before Subdivision and a clear indication of what happens to each feature after Subdivision:
   a. Contours at minimum 2 feet intervals.
   b. Water courses.
   c. Ponds.
   d. Wetlands.
   e. Tree areas.
   f. Other physical features.
7. North point and scale.

8. Name of project/development.
9. All Easements:
   a. Utilities
   b. Road
   c. Drainage
   d. Trail
   e. Park
   f. Recreation
   g. Open Space
   i. Restricted Use
10. Relationship of Lots and Easements to adjoining Lands.

(b) For all Development, excluding unsewered Single Family Development, the Preliminary Plans shall also include the following Site Plan information:

1. Location of Buildings and Structures.
2. Parking facilities, dimensions and calculations.
3. Sidewalks, driveways, loading areas, and bikeways.
4. Fences and retaining walls.
5. Exterior Sign elevations.
6. Exterior garbage collection areas.
7. Exterior lighting.
8. Landscaping and entry monuments.
9. Site access.
10. Site statistics including site and Building size, percent Lot Coverage, Floor Area Ratio, types and amounts of Dwelling Units, commercial and service uses, Gross Density, percentage of Green Space.
11. Construction Staging Plan for each Phase of the PUD involving more than one construction season.
12. Elevations and exterior materials of all proposed Structures and Buildings with dimensions except for Single Family Detached Structures.
13. A Landscaping Plan is required to be submitted to the City Engineer and City Forester who will prepare a written report assessing the plan. Such a plan shall be submitted with the Preliminary Plan for

review by the Planning Commission and approval by the City Council.

(c.) In considering the Preliminary Plan and Site Plan the Council shall consider the following: Consistency with the approved Master Development Plan and agreed upon PDA; impacts on existing and anticipated traffic; parking; pedestrian and vehicular movements; ingress and egress; Building locations, height and size; architectural and engineering features; Landscaping; lighting; provisions for utilities; site grading and drainage; Green Space; loading and unloading areas; signage; monuments; Screening; Lot Coverage; and other related matters.

3. Preliminary Plat and Final Plat for Phases of a PUD.

A preliminary Plat shall be submitted for review in conjunction with the Preliminary Plan and Site Plan. A preliminary Plat and final Plat review shall be subject to the procedures and requirements of the Subdivision Ordinance.

4. Amendments.

Procedures for Amendments to the PUD Master Development Plan or Final Development Plans for Phases shall be set forth in the PDA.

7.12.3 Permitted Uses.

a.) Within a PUD District, all Permitted, Accessory, and Conditional Uses shall be in conformance with the underlying Zoning District, the Shoreland Ordinance and the Comprehensive Plan.

7.12.4 General Standards. Within a PUD District the following additional standards shall apply:

(a.) The minimum area required for application for qualification as a PUD is 20 acres.

(b.) Each Master Development Plan and Final Development Plans for Phases shall have an overall density consistent with the Comprehensive Plan and the approved PDA, subject to approved density transfer provisions, if any, in the PDA.

(c.) Performance standards which vary from the underlying Zoning District requirements and Section 6 of this Ordinance shall be described in the PDA.

7.12.5 Area Requirements. Within each PUD District or PUD Phase proposed for platting the area requirements shall be limited as follows:

	Gross Density	FAR	Lot Coverage
RSL	1.45	.12	--
RSM	1.1	.12	--
RMM	.50	.12	--
RMH	.25	.375	--
RCM - Residential Use	.25	.375	--
- Commercial Use	--		.30

7.12.6 Setbacks. Structures, Individual Sewage Treatment Systems and Wells shall not be located within 30 feet of the perimeter Lot Line of the PUD District or Phase of a PUD, nor within 30 feet of any Wetland, except Fences, Screening, Planting Strips and Landscaping which shall be installed pursuant to Sections 6.14 and 6.15 of this Ordinance.

7.13 C - Commercial District.

7.13.1 Purpose. This District is established to provide for certain retail or service outlets which deal directly with the customer for whom the goods or services are furnished. The Uses allowed in this District are to provide goods and services to the local community and are to be located in areas which are served by public highway facilities.

7.13.2 Permitted Uses. The following Uses shall be permitted:

(a) Grocery stores.

(b) Liquor stores.

(c) Drug stores.

(d) Beauty and barber shops.

(e) General, professional, real estate, medical and dental offices.

7.13.3 Permitted Accessory Uses. The following Accessory Uses shall be permitted:

(a) Buildings and other Structures Accessory to the Principal use provided that such Building or Structures are constructed in the same architectural style as the Principal Building or Structure.

7.13.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a) Municipal and public utility Buildings and Structures necessary for the health, safety and general welfare of the community provided that the requirements established in Section 7.6.4(b) of this Ordinance shall apply and govern.

(b) Non-neon Signs and non-neon informational visual communication devices provided that the requirements established in Section 7.6.4(e) of this Ordinance shall apply and govern.

(c) Townhouse Dwellings as permitted and provided for in Section 7.11.4(b) of this Ordinance provided further that any and all applicable provisions of this and other Ordinances are complied with.

(d) Day Nursery and/or Child Care Center.

7.13.5 Lot Area Requirements. The minimum size of the Lot, tract parcel or other division of Land shall be of sufficient size to accommodate the Use intended thereon so that all of the requirements imposed by this Ordinance shall be complied with.

7.13.6 Setbacks. No well, Building or Structure, except Fences, Screening, Planting Strips and Landscaping in compliance with Sections 6.14 and 6.15 of this Ordinance, shall be located within thirty (30) feet of the Lot Lines, one hundred (100) feet of a residential District, one hundred (100) feet of a highway right-of-way or thirty (30) feet of any Wetland.

7.13.7 Building Heights and Lot Coverage. The Building height and Lot coverage requirements of the Commercial/Service District (Section 7.14.12(b)) shall apply and govern.

7.13.8 Parking. The parking requirements of the Commercial/Service District (Sections 7.14.8 and 7.14.12(e) and 7.14.12(f)) shall apply and govern.

7.13.9 Special Minimum Requirements. The following requirements of the Commercial/Service District shall apply and govern:

a.) Architectural Design - Section 7.14.12.a
b.) Landscaping and Irrigation - Section 7.14.12.c
c.) Preservation of Wooded Areas - Section 7.14.12.d
d.) Utilities - Section 7.14.12.g
e.) Outdoor Storage - Section 7.14.12.h
f.) Loading and Service Areas - 7.14.12.i
g.) Screening from Residential District - 7.14.12.j
h.) Compatibility - Section 7.14.12.k
i.) Lighting - Section 7.14.12.l
j.) Signing - Section 7.14.13.a, b, c, d, e, & f

7.13.10 Special Provisions. The following special provisions shall apply:

(a) All Buildings and Structures must be served by a central sewer system.

7.14 CS - Commercial/Service District.

7.14.1 Purpose. The purpose of the CS-Commercial/Service District is to provide community-based goods and services to the City and adjacent communities in a high-quality development where a unique opportunity exists. The District will be located at the intersection of state highways 96 and 49, and will not depend on any City Road system for access. The District will be screened from all adjacent City properties and will have a minimum area of twenty acres and a maximum of 30 acres to accomplish appropriate aesthetic treatments, circulation, utilities, and buffering. The architectural design of Development in the District is intended to compliment the predominantly residential character of the City.

7.14.2 Permitted Uses. Within the CS-Commercial/Service District, no Structure or Land shall be Used except for one or more of the following retail sales and service businesses supplying commodities or performing a service primarily for residents of the surrounding neighborhood:

Grocery store.
Off-sale liquor store.
Drug store.
General, professional, real estate, financial, medical, and dental office.
Shopping center.

7.14.3 List of Permitted Uses Within a Shopping Center.

Any single Permitted Use shall not exceed 15,000 square feet.
Any Use permitted in the C-Commercial District.
Art and school supply store.
Art gallery.
Antique or gift shop.
Bakery goods sales and baking of goods for retail sales on the premises.
Bank.
Barber shop.
Beauty shop.
Bookstore.
Camera and photographic supply.
Candy store.
Delicatessen.
Drug Store.
Dry cleaning and laundry pickup stations including incidental pressing and repair. (No on-site cleaning operations.)
Florist.
Furniture boutique.
Greeting cards and gifts.
Grocery store, fruit or vegetable store.
Hardware store.
Hobby store.
Home remodeling showroom.
Insurance agency.
Jewelry sales and jewelry repair store.
Locksmith.
Meat and fish market but not including processing for a locker.
Medical and dental clinic or offices.
Music store.
Office supply and stationery store.
Paint, wallpaper, tile and floor covering sales.
Pet foods and supplies.
Photographic studio.
Postal service (not Post Office).
Shoe sales and repair.
Sporting goods.

Travel agency.
Toy store.
Wearing apparel (new) shop.

7.14.4 Conditional Uses Within a Shopping Center.

Any single user over 15,000 square feet.
Day care (drop-in center only).
Health club.
Aerobics/dance studio.
Ice cream, popcorn, frozen dessert, soft drink and/or coffee shop.
Outdoor live plant display incidental to a floral shop limited to the lesser of 2,000 square feet or 5 percent of the building.
Restaurants with accumulated square footage limited to less than 15 percent of the shopping square footage.
Video stores.

7.14.5 Permitted Accessory Uses. Within the CS-Commercial/Service District, the following Uses shall be Permitted Accessory Uses:

(a) Buildings and other Structures for any incidental repair, processing or storage necessary to conduct a Principal Use, provided that such Building or Structures are constructed in the same architectural style as the Main Building or Structure.

7.14.6 Conditional Uses. Within the CS-Commercial/Service District, the following Conditional Uses may be permitted, but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a.) Drive-through facilities for banks attached to principal Structure, with or without an automatic teller machine.

(b.) Restaurant with/without on-sale liquor, without drive-through, sit-down service for a minimum of 80 seats, a minimum of 6,000 square feet of Total Floor Area, and with/without outdoor seating.

(c.) Assisted living facility serving persons over seventy (70) years of age who have medically diagnosed dementia.

7.14.7 Lot Area, Lot Width and Yard Requirements. The following minimum requirements shall be observed subject to additional requirements, exceptions and modifications as set forth in this Ordinance:

(a) Lot Area — 2-acres (or 1-acre minimum with a 2-acre average in a multi-Lot Subdivision).

(b) Lot Width — 200 feet of Road frontage.

(c) Setbacks:

Location	Basic Setback	From Res. District	From Hwy. ROW	Private Road
Principal Structure				
Front Yard	30'	100'	100'	30'
Side Yard	30'	100'	100'	30'
Rear Yard	30'	100'	100'	30'
Attached Canopy	30'	100'	50'	30'
Interior Lot Line		Setback may be reduced in half when accompanied by a maintenance Easement and maintained by a Land Owner's Association.		
Accessory Structure				
Front Yard	30'	100'	75'	30'
Side Yard	30'	100'	75'	30'
Rear Yard	10'	100'	75'	30'

7.14.8 Parking.

Location	Basic Setback	From Res. District	From Hwy. ROW	Private Road
Front	30'	50'	30'	30'
Side Interior	10'	40'	30'	30'
Street Side	30'	40'	30'	30'
Rear Yard	15'	40'	30'	30'
Shared Parking with cross-easements and owner's association.	0'(from adj. parking)	--	--	--
Utility Structures	5'	10'	30'	30'

Perimeter Development Setbacks may be adjusted by obtaining a permanent scenic Easement on adjacent property. The deviation from the normal required Setbacks must then be added to the Setback requirements of the adjacent property and documented with a permanent scenic Easement on both properties.

7.14.9 Sewer. All Lots in this District shall be served by a central sanitary sewer collection system which ultimately discharges into the regional sewer system.

7.14.10 Site and Building Plan Review. For all Development within the Commercial Service District, a site plan and building plan must be submitted to the City for review by the Planning Commission and approval by the City Council. The Site Plan shall be prepared by licensed architects, engineers, surveyors, or landscape architects and address all of the standards and requirements of this Ordinance. No building permit can be given without Site Plan approval.

A landscape plan will be submitted on a timely basis to the City Forester who will prepare a written report assessing the plan. Such a plan shall be submitted for review by the Planning Commission and approval by the City Council.

7.14.11 Land Owners Association. A Land Owners Association shall be formed to include all property within the contiguous CS zoned District for the purpose of managing the affairs of the individual Lot owners, Common Land and propertyand to fulfill the obligations of the Metropolitan Council Environmental Service, the Minnesota Department of Transportation and other governmental agencies.

7.14.12 Special Minimum Requirements in the CS - Commercial/Service District.

(a) Architectural Design.
Buildings shall be finished on all sides with permanent finished materials of a quality consistent with the standards in the District. Exterior wall surfaces shall be face brick or stone. The minimal use of wood trim, architecturally treated concrete, architectural steel trim and decorative features, or decorative block may also be used if incorporated in a Building design which is compatible with other Development throughout the District. No Building exterior shall be constructed of sheet aluminum, iron, steel or corrugated aluminum.

Garages, Accessory Structures, screen walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the Principal Structure.

All Buildings shall have sloping roofs with a residential-type pitch and an eave overhang on all sides. Based on architectural uniqueness, the City Council may grant a variance to architectural treatment and materials.

All Buildings within 300 feet of an existing residential neighborhood shall submit site and building plans to the Home Owners' Association

Architectural Review Committee for review of compatible architectural design prior to review by the City of North Oaks Planning Commission.

(b) Building Height and Lot Coverage.

No Building in the CS-Commercial/Service District may exceed two stories nor thirty-five feet (35') in height.

No Building shall cover more than 30 percent of the Lot.

(c) Landscaping and Irrigation.

At least thirty percent (30%) of the Land area (the combined total of all Lots in the Subdivision) shall be Landscaped with grass, approved groundcover, shrubbery, trees and may include amenity ponds, landscape features, and public plazas.

At least five percent (5%) of the Land area within a parking lot shall be Landscaped. All Landscaped areas shall be irrigated, except low maintenance areas of native plantings which are not to exceed 25 percent of the total Landscape area.

The following minimum standards for Landscaping shall be required at the time of planting:

Type of Planting	Minimum Quantity per 1,000 Sq. Ft. of Building	Minimum Size
Overstory Deciduous Trees	2 (6)*	3" diameter
Ornamental Trees	2 (6)	2" diameter
Coniferous Trees	2 (6)	10 ft. tall
Major Shrub Plantings	10 (30)	5 gallons

*Figures in parentheses apply to freestanding Restaurants.

Plantings adjacent to Building and parking lots may combine tree quantity requirements into larger plants on a caliper inch basis. Plantings may consist of mixed sizes equaling the same average caliper inch requirement with no more than 50 percent being under the required size. The reduction in sizes must be approved by the City Forester.

A landscape credit to a maximum limit of 25 percent may be given when site amenities (fountains, gazebos, plazas, etc.) are added to the Development for public enjoyment. The credit shall be based on the dollar value of the amenity substituting for an equal value of landscape plantings. The credit cannot reduce Screening requirements or Green Space requirements.

Perimeter berms are required separating commercial from residential Uses. The berm must be designed and built to successfully screen commercial activity. The berm must be a minimum of 40 feet in width, 4 to 7 feet in height, 4:1 side slopes, and fully landscaped as follows:

Berm Plantings:

Native grasses and flowers should be used where possible and established on the berm within three months of finishing grading.

In addition to turf establishment, the following plants on average will be installed per 100 linear feet of berm.

Quantity	Size	Type
2	3-1/2" Caliper	Shade Tree
2	2-1/2" Caliper	Ornamental Tree
3	10' Height	Evergreen Tree
20	3' Height	Native Shrub

In bermed areas without irrigation, the size may be reduced in half if the quantity is doubled. Plant species and size may be approved by the City Forester. Plantings must be placed on both sides of the berm in a fashion to maximize their Screening effect.

(d) Preservation of Wooded Areas. Every effort shall be made to preserve existing wooded areas. A minimum of 20 percent of the existing quality trees as defined by the City Forester shall be saved. A landscape credit will be given of up to 8 caliper inches per deciduous tree and 30 feet of height per coniferous tree for those trees preserved above the required 20 percent. Confirmation of a successful tree preservation program will be given by the City Forester. Any existing preserved tree that dies within the first 5 years shall be replaced. Any newly planted tree that

dies at any time will be replaced. Any preserved tree that dies and was used for landscape credit must be replaced with trees equal to the credit given.

(e) Design of Parking Areas. Design and maintenance of off-street parking areas shall be in accordance with the following minimum standards:

(1) All parking stalls shall be a minimum of 9 feet wide by 18 feet deep, except handicapped stalls, which shall be 12 feet wide by 18 feet deep. Parking stalls for uses that generate parking turnover of four times a day or more shall be 10 feet wide.

(2) All parking stalls shall be served adequately by access drives, shall not be located directly off of public or private Streets, and shall be clearly marked on the pavement.

(3) All two-way driving lanes between parking stalls shall be a minimum of 24 feet wide, all one-way driving lanes a minimum of 15 feet wide.

(4) Parking bay dimensions shall conform to the following minimum standards:

	90 Degree	60 Degree	45 Degree
Double-loaded Aisle	60'	50'	45'
Single-loaded Aisle	42'	34'	30'

(5) All area for parking and driveways shall be surfaced with concrete, bituminous material, or approved equivalent. A non-surmountable concrete curb of approved design shall be provided around the perimeter of all parking areas and driveways.

(6) All parking shall be on the same Lot as the Use it serves, except in the case of a joint parking agreement between two abutting Lots_,as provided for below.

Such agreement shall be described in a properly drawn legal instrument approved by the City Attorney and filed with the City Clerk.

(f) Number of Parking Spaces.

(1) Parking stalls shall be provided according to the following minimum standards:

Use	Required Parking
General Commercial	6.7 spaces per 1,000 sq. ft. of gross floor area of customer sales and service, for the first 10,000 sq. ft., plus 5.5 spaces/1,000 sq. ft. thereafter.
General Commercial	5 spaces per 1,000 sq. ft. of storage or office net floor area. Restaurant use must be calculated separately if it exceeds 15 percent of the building.
Bank	5 spaces per 1,000 sq. ft., plus 5 stacking spaces per drive through lane.
Beauty and Barber Shop	3 spaces per operator or 10 spaces per 1,000 sq. ft., whichever is greater, plus 1 space per employee on the largest work shift.
Convenience Grocery	8 spaces per 1,000 sq. ft., for 6,000 sq. ft. or less of gross floor area.
Grocery Store	6 spaces per 1,000 sq. ft. of net floor area of customer sales and service, plus 5 spaces per 1,000 sq. ft. of storage or office net floor area.
Restaurant (without liquor)	1 space per 2.5 seats, or 16.7 spaces per 1,000 sq. ft. of net floor area, whichever is greater.
Restaurant (with liquor)	1 space per 2 seats, or

	1 space per 2.5 seats, plus
	50 spaces per 1,000 sq. ft. of the combined bar, lounge, and public space, excluding the first 250 sq. ft., plus
	20 spaces per 1,000 sq. ft. of banquet dining area, plus
	1 space per 5 seats of outdoor dining, whichever is greater.
General Office Building (Less than 6,000 sq. ft.)	6.7 spaces per 1,000 sq. ft.
General Office Building (More than 6,000 sq. ft.)	5 spaces per 1,000 sq. ft.
Medical or Dental Office	6.7 spaces per 1,000 sq. ft.
Video Store	6 spaces per 1,000 sq. ft. plus 1 space per employee on the largest work shift

(2) Required parking facilities serving two or more Uses may be located on the same Lot provided that the total number of Parking Spaces shall not be less than the sum of the separate requirements for each Use during any peak parking period. All joint parking provided in this manner shall be within 400 feet of the Use it serves. The Applicant shall show that there is not a substantial conflict in the principal operating hours of the Uses involved.

(3) A reduction in the required parking may be granted if the City Council finds that the unique characteristics of the proposed Use are such that it will generate a need for less parking than the Ordinance standard.

(g) Utilities. The ground level view of all mechanical utilities shall be Screened from contiguous properties and adjacent Roads and Streets, or designed to be compatible with the architectural treatment of the Principal Structure.

(h) Outdoor Storage. There shall be no outdoor storage of either materials or products.

(i) Loading and Service Areas. External loading and service areas must be screened from the ground level view from contiguous residential or commercial Land and adjacent Roads and Streets, except at access points. Trash enclosures will be built to match the Principal Structure and provide full enclosure of all trash and recyclable items. All Restaurants must have interior trash storage.

(j) Screening From Residential District. Wherever a CS-Commercial/Service District abuts, or is across the Street from a residential District, a landscaped berm not less than an average of five feet (5') in height, shall be erected and maintained. Where traffic visibility must be provided, it shall be not less than three feet (3') nor more than four feet (4') in height. Buffer plantings and berm may be placed on adjacent Land when combined with a scenic Easement and maintenance agreement.

(k) Compatibility. The Planning Commission may review and require changes prior to Council approval of any aspect of Development pertinent to community concerns as addressed in the Comprehensive Plan or City Ordinances.

(l) Lighting.

(1) All exterior lighting shall be designed and arranged in a manner compatible with the architectural design of the Buildings.

(2) All exterior lighting shall be designed and arranged so as to not direct any illumination upon or into contiguous residential Districts. The light from automobile headlights shall be screened whenever it may be directed onto adjacent residential windows.

(3) Exterior lighting shall be arranged and designed so that there is no direct viewing angle of the illumination source by pedestrian or vehicular traffic in Roads and Streets.

(4) Reflected glare or spill light from exterior lighting sources may not exceed 0.3 foot candle as measured on the property line of an abutting residential District or one foot candle measured on the Land line abutting any other District.

7.14.13 Commercial/Service Signage Standards. In addition to the Conditional Use Permit requirements for Signs in Section 7.6.4(e), within the Commercial/Service District these additional standards will be applied to all signage when reviewing each individual Sign through the Conditional Use Permit process.

(a) Freestanding Signs.

One freestanding ground Sign is permitted for each Street frontage on the Lot with a maximum of two (2) Signs. The Sign is restricted by these conditions and others as may be set forth by the City.

(1) The sign shall not be larger than 80 square feet. The second sign for the second Street frontage shall not be larger than 40 square feet.

(2) No pylon Signs are allowed. All freestanding Signs must be ground monuments with a height no greater than eight feet.

(3) The monument Signs cannot be placed on an earthen mound or berm which would raise the bottom of the Sign more than four feet above the normal ground level. The base for monument Signs shall be built out of matching masonry work for the Building it serves.

(4) Landscaping is required around the base of each Sign consisting of shrubs, flowers, ornamental trees and evergreens in an area no less than six times the area of each Sign face.

(5) All freestanding Signs must be set back 15 feet from the Land line.

(6) No two Signs shall be closer than 300 feet from one another.

(7) No Sign or its illumination shall be visible from any residential Land.

(b) Building Signs.

Signs attached to Buildings shall be limited to one Sign per face of the Building which has a Road or Street frontage. The size of the sign will be limited to five percent of the wall surface where the Sign is to be located, not including gables, mansard, or parapet extensions of the wall. Maximum Sign size for any wall is 80 square feet.

(c) Multiple-Tenant Retail Building Signage.

(1) With the approval of the Building and its Site Plan, a signage plan is also required depicting signage standards for the entire Building.

(2) Signage will be limited to tenant marquees on the Road and Street side is of the building depicting only the name of the tenant. Building Signs advertising products are prohibited.

(3) Lettering size will be limited to individual letters, 2 feet in height for all upper case and lower case letter combinations, with a 2.5 foot maximum for upper case text including ascenders and descenders.

(4) Tenant signage is limited to only the store front area occupied by the tenant.

(5) All tenant Signs will correspond to the Sign plan submitted by the builder/Owner which will contain consistent materials and illumination for all signage.

(d) Window Signs.

Any window Sign containing letters, words, symbols, devices, posters, pictures, statuary, reading material or representation in the nature of an advertisement, announcement, message or visual communication; posted or attached in the window area shall not need a Conditional Use Permit if the signage does not exceed 50% of the total window area along any side of a tenant unit. The signage may be either temporary or permanent, but must be professionally designed and use non-prohibited materials. Public safety information, addresses and hours of business information is excluded from window area computations.

(e) Promotional Signs.

A maximum of two (2) temporary promotional Signs not exceeding twenty four (24) square feet in area, shall be permitted for special events, subject to notification of adjoining tenants, the building owner and approval of the Planning Commission.

Plans for Signs which may include "sandwich" style boards, banners and streamers, and their placements shall be submitted to and approved by the Planning Commission. The use of such Signs shall be discontinued within 15 days after the first day and shall not be used in that location again until thirty (30) days has lapsed between Use. Such Use shall not be at any location more than thirty (30) days per calendar year.

(f) Prohibited Signs.

The following types of Signs or Sign components shall be prohibited:

(1) roof-top Signs
(2) inflatable Signs

(3) moving or rotating Signs
(4) flashing lights, revolving beacons or sequential flashers
(5) exposed raceways, ballast boxes or transformers
(6) noise emitting Signs
(7) overhanging or sandwich signs in sidewalk, parking or traffic areas
(8) awning Signs
(9) portable or mobile Signs such as trailer Signs or semi-trucks.
(10) neon Signs

(g) Conditions to Sign Approval.

In addition to the review of Sign location, size, content, material, and illumination, the City may require adherence to additional conditions to mitigate the impact of Signs on the aesthetics of the City and its residents.

These additional conditions may include requirements in architectural detail and materials used on the Building and/or Signs; additional Landscaping to mitigate the impact of signage; additional Setbacks for Signs to provide a more aesthetic placement and other requirements as may be deemed appropriate for Sign approval by the City.

7.15 LI - Limited Industrial District.

7.15.1 Purpose. This District is established to provide Home Owners Association and recreational maintenance center Uses compatible with the natural environment and conforming to the level of service available and to provide such community facilities as will enhance the quality of the area.

7.15.2 Permitted Uses. The following Uses shall be permitted:

(a) All Uses that are permitted in the Residential Single-Family Medium Density District (Section 7.7.2).

(b) Utility Buildings and Structures necessary for the housing of equipment, materials and operations involved with the maintenance activities of a Home Owners Association within the City.

(c) Essential Services.

(d) Wireless Telecommunications Service Antenna Structure and Accessory Structures, pursuant to Ordinance No. 90.

7.15.3 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a) Private business involved in maintenance operations provided that:

(i) The entire scope of operations of the business is exclusively dealing with a Home Owners Association within the City.

7.15.4 Lot Area Requirements. No Lot, parcel or tract of Land wholly or partly within an LI District shall be hereafter divided in any manner unless:

(a) The minimum area of any Lot, tract or parcel shall be 3.5 acres.

(b) The Lot area meets the definitions of a Suitable Site and Usable Area as defined in this Ordinance.

7.15.5 Setbacks. The Setback requirements of the Residential Single Family Low Density District (Section 7.6.6) and, if applicable, the Telecommunications Tower and Antennae Ordinance No. 90 shall apply and govern.

7.15.6 Building Heights. The Building height requirements of the Residential Single Family Low Density District (Section 7.6.7) and, if applicable, the Telecommunications Tower and Antennae Ordinance No. 90 shall apply and govern.

7.15.7 Floor Area Ratio. The Floor Area Ratio (FAR) of all Buildings on any Lot shall not exceed 0.12.

7.15.8 Special Provisions. The following special provisions shall apply:

(a) Screening is provided in compliance with Section 6.15 of this Ordinance.

(b) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(c) All accessory equipment is completely enclosed in a permanent Structure with no outside storage.

(d) Section 8.9 of the Ordinance is complied with.

7.16 R –Recreation District.

7.16.1 Purpose. This District is established so that the area therein shall be preserved in its natural state for the benefit of the residents or developed for the recreational Use of the residents.

7.16.2 Permitted Uses. The following Uses shall be permitted:

(a) Passive recreation which may include trails designated for walking, skiing, snowshoeing, provided that no motorized vehicles of any kind, except those used for the maintenance of the Land and Property, shall be permitted within the District.

(b) Botanical and other ornamental uses.

(c) Historical sites.

7.16.3 Permitted Accessory Uses. The following Accessory Uses shall be permitted:

(a) Small Buildings or Structures, not to exceed five-hundred (500) square feet, directly related to a Permitted Use or its maintenance.

(b) Non-illuminated Signs or informational visual communication devices not to exceed two (2) square feet.

7.16.4 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a) Active recreation areas not including Buildings or Structures but which may include Playgrounds, beaches with or without non-motorized boat launches, skiing, skating, team and individual sports areas provided that:

(i) Conformity with the surrounding neighborhood is maintained.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking and loading are provided in compliance with Section 6.9 of this Ordinance.

(iv) Signs and informational visual communication devices comply with the provisions of Section 7.6.4(e) of this Ordinance.

(v) Section 8.9 of this Ordinance is complied with.

(b) Buildings or Structures in excess of five hundred (500) square feet directly related to the performance or maintenance of active and passive recreation Uses provided that:

(i) Conformity with the surrounding neighborhood is maintained.

(ii) Screening is provided in compliance with Section 6.15 of this Ordinance.

(iii) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(iv) Signs and information visual communication devices comply with the provisions of Section 7.6.4(e) of this Ordinance.

(v) Section 8.9 of this Ordinance is complied with.

7.16.5 Lot Area Requirements. The minimum size of the Lot, tract, parcel or other division of Land shall be of sufficient size to accommodate the Use intended thereon so that all of the requirements of this Ordinance can be complied with.

7.16.6 Setbacks. The Setback requirements of the Residential Single- Family Low Density District (Section 7.6.6) shall apply and govern.

7.16.7 Building Heights. The height of any Building shall not be in excess of twenty (20) feet.

7.17 Open Space District.

7.17.1 Purpose. This District is established to provide for the preservation and maintenance of Land in its predominate natural and scenic condition except as permitted in Easements or other agreements to which the City is a party or has consented.

7.17.2 Permitted Uses. The following Uses should be permitted:

(a.) Those Uses listed and regulated as Permitted Uses in a PDA, Easement and/or other agreements to which the City is a party or has consented.

7.17.3 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a.) Those Uses listed and regulated as Conditional Uses in a Planned Development Agreement, Easement, and/or other agreements to which the City is a party or has consented.

7.18 HP - Historic Preservation District.

7.18.1 Purpose. This District is established to provide for the preservation and restoration of sites of historical value.

7.18.2 Permitted Uses. The following Uses shall be permitted:

(a) Preserved, rehabilitated or reconstructed Buildings and Structures necessary for the development and preservation of the historical features of the site.

(b) Essential Services.

7.18.3 Conditional Uses. The following Conditional Uses may be permitted but only after securing a Conditional Use Permit in accordance with Section 8.2 of this Ordinance:

(a) Accessory Buildings or Structures necessary for maintenance, security or administration of the facility.

(b) Non-neon Signs and non-neon informational visual communication devices, except as prohibited in Section 7.6.4(a)(iv), provided that:

(i) The height of the Sign or device does not exceed the height of the Principal Structure or the Structure to which it is affixed.

(ii) The architectural style and design shall not be so dissimilar to the surrounding Buildings or area so as to adversely impact adjoining Land.

(iii) There are no moving or flashing parts and any illumination shall be in compliance with Section 6.12 of this Ordinance.

(iv) The Sign or device is permanently fixed to the Land or to a Building or Structure.

(v) The Sign or device is not a billboard and is associated with the Principal Use of the Land.

(vi) Section 8.9 of this Ordinance is complied with.

(c) Access driveways with a Setback of not less than fifteen (15) feet provided that:

(i) Topographical conditions prevent reasonable access elsewhere on the Lot or a large tree or major group of trees would be preserved.

(ii) Section 8.9 of this Ordinance is complied with.

7.18.4 Lot Area Requirements. The Lot area requirements of the Residential Single Family Low Density District (Section 7.6.5) shall apply and govern.

7.18.5 Setbacks. The Setback requirements of the Residential Single Family Low Density District (Section 7.6.6) shall apply and govern.

7.18.6 Building Heights. Building heights are limited to the height of the original Building or Structure being preserved. The Building height requirements of the Residential Single Family Low Density District (Section 7.6.7) shall in other cases apply and govern.

7.18.7 Floor Area Ratio. The Floor Area Ratio (FAR) of all Buildings on any Lot shall not exceed 0.12.

7.18.8 Special Provisions. The following special provisions shall apply:

(a) Screening is provided in compliance with Section 6.15 of this Ordinance.

(b) Adequate off-street parking, loading and service entrances are provided in compliance with Section 6.9 of this Ordinance.

(c) Section 8.9 of this Ordinance is complied with.

7.19 **Shoreland Districts**

7.19.1 Shoreland District. The Shoreland Zoning Districts shall be administered in accordance with the Shoreland Ordinance, an Ordinance for the Management of Shoreland Areas within the City.

Section 8. Administration Enforcement Procedures.

8.1 Zoning Administrator.

8.1.1 The Zoning Administrator shall enforce this Ordinance and accordingly is authorized, but not limited to:

(a) Maintain or cause to be maintained permanent and current records provided for and/or related to this Ordinance.

(b) Review, analyze and develop written reports on all applications for appeals, variances, amendments, conditional use permits, or other developmental matters.

(c) Issue Notice of Non-Compliance and Cease and Desist orders for projects not in full compliance with the conditions of any permit.

(d) Issue Citations and Notice of Revocations or take other actions as necessary to revoke or terminate a permit.

(e) Request the City Council to institute any appropriate actions or proceedings against any violator.

8.1.2 Whenever any work, development or other project shall have been stopped for any reason whatsoever, it shall not again be resumed until the reason for the stoppage has been completely removed and written approval to proceed has been received from the Zoning Administrator.

8.2 Conditional Use Permits.

8.2.1 The purpose of this Section is to provide the City with a reasonable degree of discretion in determining the effect of certain designated Uses upon the general welfare, public health and safety.

8.2.2 A request for a Conditional Use Permit shall follow the applicable procedures as set forth in Section 8.5 of this Ordinance.

8.2.3 The Planning Commission shall consider the effect of the proposed Conditional Use and whether additional requirements may be necessary to reduce any adverse effects. Consideration shall be given to, among other things, the following factors:

(a) Relationship of the proposed Conditional Use to the Comprehensive Plan.

(b) The nature of the Land and adjacent Land or Building where the Use is to be located.

(c) Whether such Use will in any way depreciate the area in which it is proposed.

(d) The effect upon traffic into and from the Land and on adjoining Roads, Streets and highways.

(e) Whether such Use would disrupt the reasonable use and enjoyment of other Land in the neighborhood.

(f) Whether adequate utilities, Roads, Streets and other facilities exist or will be available in the near future.

(g) Whether the proposed Conditional Use conforms to all of the provisions of this Ordinance.

(h) The effect upon natural drainage patterns onto and from the site.

(i) Whether the proposed Use will be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the City.

(j) Whether the proposed Use would create additional requirements at public cost for public facilities and services and whether or not such Use will be detrimental to the economic welfare of the neighborhood or City.

(k) Whether the proposed Use is environmentally sound and will not involve Uses, activities, processes, materials, equipment and conditions of operation

that will be detrimental to any persons, Land or the general welfare because of excessive production of traffic, noise, smoke, fumes, wastes, toxins, glare or odors.

8.2.4 Whenever an application for a Conditional Use Permit has been considered and denied by the City Council, subsequent applications for a similar Conditional Use Permit affecting substantially the same Land or Use shall not be considered again by the Planning Commission and City Council until six (6) months time has elapsed unless, by a majority vote of the full City Council, this time period is waived.

8.2.5 If all of the work entailed by the Conditional Use Permit is not completed within the time period specified in the permit, such permit shall become null and void and otherwise revoked unless an extension of time to complete the work has been granted by the City Council in accordance with the provisions of Section 8.6 of this Ordinance.

8.2.6 Upon approval of a Conditional Use Permit, the City shall be provided with a performance bond in compliance with Section 8.7 of this Ordinance.

8.3 Amendments.

8.3.1 The City Council or Planning Commission may upon their own motion, initiate a request to amend the text and/or the District boundaries of this Ordinance. Any Owner, or expressed agent thereof, of real estate within the City may initiate a request to amend the District boundaries and/or text of this Ordinance.

8.3.2 A request for an amendment shall follow the applicable procedures as set forth in Section 8.5 of this Ordinance.

8.3.3 The Planning Commission, in determining the effects of the proposed amendment, shall consider, among other things, the following factors:

(a) Consistency with the Comprehensive Plan.

(b) The public need for additional Land space for the requested Use in the location requested.

(c) The compatibility of adjacent Land Uses.

(d) The possible presence and effects of noise, odors or other nuisances.

(e) Availability in the present or near future of necessary utilities and public services.

8.4 Variances and Appeals.

8.4.1 The City Council shall act as the Board of Appeals and Adjustments and as such have all the powers set forth in Minnesota Statutes, Section 462.357, Subdivision 6, and Section 462.359, Subdivision 4, subject to the right of judicial review.

8.4.2 The City Council, serving as the Board of Appeals and Adjustments by majority vote of the entire Council, shall:

(a) Hear and decide, timely appeals where it is alleged by the appellant that error has occurred in any order, requirement, decision or determination made by the Building Inspector in the enforcement of this Ordinance. To be timely, an appeal shall be filed, in accordance with Section 8.5.1 of this Ordinance not later than thirty (30) days after the appellant has received a written notice from the Building Inspector.

(b) Hear and decide, requests for Variances from the literal provisions of this Ordinance in instances where the strict enforcement would cause undue hardship because of circumstances unique to the specific Land under consideration.

8.4.3 A request for a Variance or an appeal shall follow the applicable procedures of Section 8.5 of this Ordinance.

8.4.4 If more than one Variance is necessary for a particular project, the Applicant shall apply for all such Variances contemporaneously unless otherwise permitted by the City Clerk or Zoning Administrator.

8.4.5 A Variance from the literal provisions of this Ordinance may be granted by the City Council, serving as the Board of Appeals and Adjustments, only when it is demonstrated that:

(a) Their strict enforcement would cause undue hardship because of circumstances unique to the individual Land under consideration, and such Variances shall be granted only when it is demonstrated that such actions will be in keeping with the spirit and intent of this Ordinance. "Undue hardship" means the Land in question cannot be put to a reasonable Use if used under conditions allowed by the official controls, the plight of the Land Owner is due to circumstances unique to the Land in question which were not created by the Land Owner, and the Variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if reasonable use for the Land exists under

the terms of this Ordinance. A Variance may not be granted for any Use that is not permitted under this Ordinance for Land in the zone where the affected person's Land is located.

(b) Subject to the above, a Variance may be granted only in the event that all of the following circumstances exist:

(i) Exceptional or extraordinary circumstances apply to the which do not generally apply to other Land in the same zone or vicinity, and result from Lot size or shape, topography, or other circumstances over which the Owners of the Land have no control.

(ii) The literal interpretation of the provisions of this Ordinance would deprive the Applicant of rights commonly enjoyed by other properties in the same zone under the terms of this Ordinance.

(iii) That the special conditions or circumstances do not result from the actions of the Applicant.

(iv) That granting the Variance requested will not confer on the Applicant any special privilege that is denied by this Ordinance to other Land, Structures or Buildings in the same District.

(v) That the Variance requested is the minimum Variance which would alleviate the hardship.

(vi) The proposed Variance will not impair an adequate supply of light and air to adjacent Land, or substantially increase the congestion of the Roads and Streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

(vii) At no time after the Land became nonconforming was the property under common ownership with contiguous Land, the combination of which could have been used to reduce or avoid the nonconformity of the Land.

8.4.6 The City Council, serving as the Board of Appeals and Adjustments, shall also have the power to impose conditions related to the appeal or Variance regarding the location, character and other features of the proposed Building, Structure or Use as it may deem advisable to assure compliance with the intent and purpose of this Ordinance.

8.4.7 If all of the work as permitted by the Variance shall not have been completed within the time period specified when the Variance is granted, then said Variance shall become null and void and otherwise revoked unless an extension of time to complete the work has been granted by the City Council in accordance with the provisions of Section 8.6 of this Ordinance.

8.4.8 Upon approval of a Variance or appeal, the City shall be provided with a performance bond in compliance with Section 8.7 of this Ordinance.

8.5 Procedures for Requesting Conditional Use Permits, Amendments, Variances, and Appeals.

8.5.1 A request for a Conditional Use Permit, and amendment, a Variance or appeal as provided for in this Ordinance shall be filed with the City Clerk on an official application form. Such application shall be accompanied by a non-refundable fee as established in Section 8.9 of this Ordinance. Such application shall also be accompanied by as many copies as may be required by the City of detailed written and graphic materials fully explaining the proposed request. The City Clerk shall refer said application along with all related information to the Zoning Administrator, Building Inspector and to the Planning Commission.

8.5.2 The Zoning Administrator shall review and analyze the request and submit a written report and recommendation to the Planning Commission within fourteen (14) days after receiving the application, which report shall be entered in and made part of the permanent record of the Planning Commission meeting.

Notwithstanding anything contained in this Ordinance or any other Ordinance of the City to the contrary, the Zoning Administrator following the review and recommendation by a MPCA certified inspector has the authority to grant a variance not to exceed fifteen (15) feet into the Setback for the repair or replacement of an Individual Sewage Treatment System without referral of the Application to the Planning Commission or approval by the City Council. This action shall only be taken when an MPCA Licensed Inspector determines that a delay in processing the Variance request through normal channels will endanger the health and safety of the City's residents. Prior to granting the Variance, the Zoning Administrator shall secure the written approval of the Mayor or one member of the City Council.

The Mayor and Council shall be informed of the granting of any such Variance at the next regular Council meeting.

8.5.3 The Planning Commission shall consider the request at its next regular meeting unless the request is referred to it less than fifteen (15) days prior to said meeting, in which case the request shall be considered at the next subsequent regular meeting following thereafter.

8.5.4 If the request is for a Conditional Use Permit or an amendment, the Planning Commission shall hold a public hearing which hearing shall be scheduled and conducted as follows:

(a) Notice of the time, place and purpose of the hearing shall be published in the official newspaper of the City at least ten (10) days prior to the date of the hearing.

(b) Similar notice shall be mailed at least ten (10) days but not more than thirty (30) days prior to the day of hearing, to each Owner of other Land situated wholly or partly within three hundred fifty (350) feet of the Land to which the request relates if the request is for a Conditional Use Permit or an amendment which involves changes in District boundaries affecting an area of five acres or less.

(c) A copy of the notice, and, when applicable, a list of the names and addresses to which the notice was sent shall be attested to by the responsible person and shall be made a part of the records of the proceedings.

(d) Failure to give mailed notice to individual property Owners, or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply herewith has been made.

(e) The Planning Commission shall set reasonable rules for the conduct of the hearing and shall follow Robert's Rules of Order.

by law

8.5.5 When the application concerns Conditional Uses and/or amendments, the Planning Commission shall make findings of fact and recommend approval or denial ~~sixty (60) days~~ after a complete application has been received, which findings and recommendation shall be presented in writing to the City Council. ?

the council is required to act earlier

8.5.6 The City Council shall not consider a Conditional Use Permit or an amendment until it has received the findings and recommendation from the Planning Commission unless ~~more than sixty (60) days have expired after the Planning Commission first considered such request~~, in which event the City Council may take action on the request upon its own initiative. ?

8.5.7 The City Council shall make findings of fact and render a decision ~~within sixty (60) days~~ after it receives any recommendation from the Planning Commission or takes its own initiative. All reports, recommendations and findings documenting the reasons for the decision shall be made part of the permanent record of the City Council meeting. ?

8.5.8 Approval of a request for a Conditional Use or an amendment shall be by affirmative vote of four-fifths (4/5) of the City Council, when at least four (4) members are present.

8.5.9 When the application concerns variance and/or appeals, the Planning Commission shall make findings of fact and recommend approval or denial ~~within sixty (60) days~~ after the application was first considered, which findings and recommendation shall be presented in writing to the City Council.

8.5.10 The City Clerk shall notify the Applicant, in writing, of decisions of both the Board of Adjustments and Appeals and the City Council.

8.6 Petition for Extension of Time. An extension of time as provided for in this Ordinance shall be made in writing and filed, without charge, with the City Clerk at least thirty (30) days before the expiration of the granted application or extension thereof. This petition shall state facts showing a good faith attempt to complete the work permitted in the original application. Such petition shall be referred to the Planning Commission for its recommendation to the City Council who shall approve or deny the petition by majority vote of a quorum of the Council.

8.7 Performance Bond and Security Deposits.

8.7.1 Upon approval of a request for a Conditional Use Permit, a Variance, or whenever the granting of an appeal involves conditions imposed therewith, the Applicant, shall provide the City with a surety bond or performance bond or a cash deposit or other valuable and collectible security deposit which shall guarantee that the Applicant shall comply with all of the imposed conditions as well as all of the City Ordinances and which shall be subject to forfeiture as provided in Section 8.7.4 of this Ordinance.

8.7.2 The amount of such bond or deposit shall be determined by the Zoning Administrator's estimate of the cost of completing the Use as proposed and shall be provided to the City prior to the issuance of a building permit or any initiation of work on the proposed Use.

8.7.3 The City shall hold the bond or deposit until a certificate of occupancy has been issued by the Building Inspector.

8.7.4 Failure to comply with any condition imposed in granting the approval or with any other City Ordinance provision within six (6) months after written notice shall cause the bond or deposit to become forfeited to the City.

8.8 Certificate of Occupancy.

8.8.1 Except construction performed pursuant to the provisions of the Ordinance establishing and regulating building in the City, no Building, Structure or Use

hereafter erected, moved, altered or improved, nor any portion of an existing Structure or Building that is erected, moved or altered, shall be occupied or used in whole or in part for any purpose whatsoever until a certificate of occupancy shall have been issued by the Building Inspector. The certificate shall state that the Building, Structure or Use complies with all of the provisions of this Ordinance and other City Ordinances.

8.8.2 Said certificate shall be applied for and the fee specified in Section 8.9.3 of this Ordinance paid simultaneously with the application for a building permit, Conditional Use Permit, Variance and, when applicable, an appeal, and shall be issued within ten (10) days after the Building Inspector makes his final inspection and finds the Building, Structure or Use satisfactorily completed in accordance with all the applicable provisions of this and all other City Ordinances.

8.8.3 A certificate of occupancy shall be issued for, and a record maintained of, each existing Nonconforming Building, Structure or Use, including Nonconforming Home Occupations but excluding non-income producing residential property upon the effective date of this Ordinance. Said certificate shall indicate the type of nonconformance, square footage in Use, number of employees and other such information as considered necessary to establish the size and scale of the Use.

8.9 Fees.

8.9.1 To defray the administrative costs of processing applications for Conditional Uses, amendments, Variances or appeals, a non-refundable base fee, as established by the City from time-to-time, per application shall be paid by all Applicants when the application is filed.

8.9.2 In order to defray any additional cost over and above the normal processing of an application for a Conditional Use, an amendment, a Variance, an appeal, or in determining the adequacy of off-street parking, loading, unloading and service entrances, or when an amended plan must be reviewed by the City, the Applicant shall reimburse the City for the costs the City may incur in employing the services of engineers, attorneys and/or other professional consultants in connection with said application. An initial deposit, as established by the City from time-to-time, may be requested by the Zoning Administrator for these services. If this amount does not cover all the costs, the Applicant will be so advised and full reimbursement hereunder shall be made whether the application is approved or denied.

8.9.3 A non-refundable fee, as established by the City from time-to-time, for each certificate of occupancy shall be paid when the application is filed.

8.10 Violations and Penalties. Any person violating, or otherwise refusing to comply with any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not more than Seven-hundred and No/100 ($700.00) Dollars or by imprisonment not to exceed ninety (90) days for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 9. **Validity.** If any section, subsection, clause, phrase or sentence of this Ordinance is, or any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 10. **Repealer.** The following Ordinances of the City, or sections thereof are hereby repealed:

(a) Ordinance 19, Section 2.2, Section 4.1 through and including Section 4.11 and Section 5.110.
(b) Ordinances 27 and 27A.
(c) Ordinances 66, 66A, 66B, 66C, 66D, 66E, 66F, 66G, 66H, 66I, 66J, 66K, 66L, 66M, 66N, 66O and 66P.
(d) Ordinance 86, 86A, 86B, 86C.

Section 11. **Effective Date.** This Ordinance shall take effect and be in force after its passage and official publication.

Passed by the Council the _____ day of _____ , 199__.

(SEAL)

_____
Seth M. Colton, Mayor

ATTEST:

_____
Nancy P. Rozycki, Clerk

(2/11/99)

Summary published in the White Bear Press_____.

Rev. 02/07/95, 08/30/95, 10/18/95, 11/15/95, 12/13/95, 01/18/96, 01/25/96, 02/20/96, 03/21/96, 04/25/96, 05/12/96, 06/06/96, 06/18/96, 07/02/96, 02/12/98, 02/19/98, 06/11/98, 07/15/98, 07/20/98, 07/30/98, 08/05/98, 08/14/98
e:main:10804:ord86-8

AMENDMENT TO DEVELOPMENT AGREEMENT

CITY OF NORTH OAKS
SUBDIVISION 92-2
WEST BLACK LAKE

The City of North Oaks, Minnesota ("City"), acting by and through its Mayor and City Clerk, and the North Oaks Company, Inc., now doing business as North Oaks Company, LLC , a Minnesota limited liability company, (hereinafter referred to as the "Developer"), hereby make the following agreement, effective this ____ day of _____, 199___.

WHEREAS, the City approved Subdivision 92-2, West Black Lake on December 10, 1992, subject to certain conditions, and City and Developer have entered into that certain Development Agreement dated December, 1994, for the development of Subdivision 92-2, West Black Lake (the "Agreement"); and

WHEREAS, City and Developer wish to amend the Agreement in certain respects;

NOW, THEREFORE, in exchange for the mutual releases of rights and responsibilities contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree to amend the conditions of approval and the Agreement as follows:

1. As described in the Agreement, Subdivision 92-2 was to be a staged development of five (5) phases. The parties now deem it desirable to remove the lots in phases four and five from the scope of the Agreement and to develop them in a different manner than originally contemplated. Therefore, the parties agree that Phases 4 and 5 are removed from the coverage of the Agreement and that any provision requiring any act or forbearance by either party with respect to either phase shall hereafter be of no force or effect. The parties further agree that, from the effective date of this Amendment, the Agreement shall in no manner affect or define the rights or responsibilities of either party with respect to the land in Phases 4 and 5 or any part thereof.

2. Section 10.1, which obligates Developer to convey recreational lands to the City, is hereby rescinded and revoked, and Developer hereafter shall have no such obligation under the Agreement.

3. Condition No. 7 of the City approval of December 10, 1992, for Subdivision 92-2 is hereby rescinded and revoked.

4. The City will reasonably consider reconfiguration and delineation of lots within Phases 1-3, upon request of the Developer.

Except to the extent amended hereby, the terms of the conditions of approval and the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date written above.

NORTH OAKS COMPANY, LLC

By_____
Richard E. Leonard
Its President

CITY OF NORTH OAKS

By_____
Seth Colton
Its Mayor

and

By_____
Nancy P. Rozycki
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 28 day of January, 1999, by Richard E. Leonard, as President of North Oaks Company, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

MARY JO LOMBARD
NOTARY PUBLIC – MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 31, 2000

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Seth Colton and Nancy P. Rozycki, the Mayor and City Clerk, respectively, of the City of North Oaks, Minnesota on behalf of the City.

_____
Notary Public

AMENDMENT TO WILKINSON LAKE CONTROL STRUCTURE AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 1999, in order to amend that certain Wilkinson Lake Control Structure Agreement made effective the first day of February, 1994 (the "Control Structure Agreement") between the City of North Oaks, a municipal corporation (the "City"), North Oaks Company, a Minnesota corporation (the "Company") and Board of Water Commissioners of the City of Saint Paul, a municipal corporation (the "Water Utility").

RECITALS:

WHEREAS, North Oaks Company, LLC, a Minnesota limited liability company, has succeeded to the interests of North Oaks Company, a Minnesota corporation, the successor hereinafter also referred to as the "Company"; and

WHEREAS, the Company has or intends to subject certain land owned by the Company which includes within it the Control Structure to the terms of a Conservation Easement pursuant to Minn. Stat. Section 84C.01-.02; and

WHEREAS, the City, the Company and the Water Utility desire to amend the Control Structure Agreement in certain respects, because of changed circumstances.

NOW, THEREFORE, the parties enter into the following agreement.

AGREEMENT:

In consideration of the Control Structure Agreement and the mutual promises expressed herein, the City, the Company and the Water Utility agree as follows:

1. Section 5 of the Control Structure Agreement is hereby modified by deleting Section 5 in its entirety.

2. Section 6 of the Control Structure Agreement is hereby modified by deleting the first sentence thereof and substituting the following: "The future major maintenance of the Control Structure and the costs thereof shall be the Company's responsibility." The remainder of Section 6 shall remain the same.

3. Section 8 of the Control Structure Agreement is hereby amended by deleting the last three sentences and substituting: "The Company agrees to execute a written easement in recordable form to evidence said easement upon request from the Water Utility. This grant and the written easement shall contain such limitations as are necessary to preserve the value of the surrounding real property."

4. Except as modified herein, the terms and conditions of the Control Structure Agreement remain unchanged and shall remain in full force and effect and are hereby ratified by the Company, the City and the Water Utility as of the date hereof.

5. This Agreement may be executed in identical counterparts, which together shall comprise one original.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Wilkinson Lake Control Structure Agreement as of the day and year set forth below.

CITY:

CITY OF NORTH OAKS

By:_____

Its:_____

By:_____

Its:_____

Approved as to form:

_____

City Attorney

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Wilkinson Lake Control Structure Agreement as of the day and year set forth below.

COMPANY:

NORTH OAKS COMPANY, LLC

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Wilkinson Lake Control Structure Agreement as of the day and year set forth below.

WATER UTILITY:

BOARD OF WATER COMMISSIONERS
CITY OF SAINT PAUL, MINNESOTA

By:_____

President

By:_____

Secretary

By:_____

Director of the Department of Finance & Management Services

APPROVED:

_____

General Manager

Approved as to form:

_____

Assistant City Attorney

RIGHT OF FIRST REFUSAL

THIS AGREEMENT is entered into this ___ day of _____, 1999, by and among North Oaks Company, LLC (the "Company"), a Minnesota limited liability company, the North Oaks Home Owners' Association ("NOHOA"), a Minnesota non-profit corporation, and the City of North Oaks, Minnesota (the "City"), a Minnesota municipal corporation. These entities are referred to collectively as the "Parties."

WHEREAS, the Company is the owner of the property depicted on Exhibit A attached hereto and all improvements and fixtures located thereon (the "Property"); and

WHEREAS, by way of three separate open space easements granted to NOHOA and the City, the Company has acted and will act to protect and preserve the Property from urban development; and

WHEREAS, actions which protect and preserve the Property from urban development are of substantial benefit both to the Company and to the residents of North Oaks; and

WHEREAS, the Parties desire to promote further their mutual interest in preserving the Property against such development.

NOW, THEREFORE, in consideration of the benefits to be derived from the observance of the covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: RESTRICTIONS ON TRANSFER

1.1 Rights of Refusal. For a period of thirty-five (35) years from the date of execution of this Agreement and subject to the terms and conditions set forth below, if the Company, or the first successor in title to the Company which or who is not a Third Party, offers to sell or receives an offer to purchase the Property or any portion thereof (property proposed to be sold or purchased is hereinafter referred to as the "Subject Property") to/from a Third Party (as defined below), NOHOA and the City shall have the right to purchase the Subject Property upon the same terms and conditions and for the same price as have been proposed. This Agreement shall apply only in the case of a proposed sale to a Third Party.

a. For purposes of this Agreement, the term "Third Party" means any person and any business entity of any kind (a "Business Entity") other than:

(1) Douglas Harpur or Mari Harpur, or the two of them jointly, or by any of their lineal or adopted descendants; or

(2) any lineal descendant of James J. Hill; or

(3) any Business Entity controlled (as defined below) by any person described in (1) and (2) above.

(4) any not-for-profit Business Entity.

b. For purposes of this Agreement, to "control" a Business Entity means, for an incorporated business, to own or control directly or indirectly more than fifty percent (50%) of the voting stock, membership interests, or partnership interests of the Business Entity, or, if an unincorporated business, to own or control an equivalent interest.

1.2 Notice of Proposed Sale. At all times during the term of this Agreement, the Company shall give NOHOA and the City simultaneous written notice of its intention to sell all or any portion of the Property to a Third Party ("Notice of Proposed Sale"), which shall contain a summary of the material terms on which the proposed transfer is to occur, including a description of the Subject Property and the purchase price. The Company shall be obligated to deliver a Notice of Proposed Sale each time it proposes to sell all or any portion of the Property to a Third Party.

1.3 Exercise of Rights of Refusal. As set forth below, NOHOA shall have the primary right of refusal, and the City shall have a secondary right of refusal.

a. For thirty (30) days following NOHOA's receipt of a Notice of Proposed Sale, NOHOA shall have the exclusive right to purchase the Subject Property. This right shall be exercised in writing delivered to the Company, together with a certified check made payable to the Company in the amount of the purchase price (together a "Notice of Exercise"). The Company shall not deposit the check for its own account but shall deliver it to an escrow agent who shall hold the check in trust. The Company and NOHOA shall then proceed in good faith to negotiate and execute a purchase agreement setting forth all of the material terms designated in the Notice of Proposed Sale and containing other customary terms. If NOHOA does not deliver its Notice of Exercise in a timely manner or if the Company and NOHOA fail to execute a binding purchase agreement within thirty (30) days of the Company's receipt of NOHOA's Notice of Exercise, NOHOA's right of refusal shall terminate, and the provisions of Section 1.3.b. shall apply.

b. Should NOHOA's right of refusal terminate for either of the reasons set forth above, the Company shall immediately provide written notice of that fact to the City. For fifteen (15) days following the City's receipt of notice that NOHOA's right of refusal has terminated, the City shall have the exclusive right to purchase the Subject Property. This right shall be exercised in writing delivered to the Company, together

with a check made payable to the Company in the amount of the purchase price (together a "Notice of Exercise"). The Company shall not deposit the check for its own account but shall deliver it to an escrow agent who shall hold the check in trust. The Company and the City shall then proceed in good faith to negotiate and execute a purchase agreement setting forth all of the material terms designated in the Notice of Proposed Sale and containing other customary terms. If the City does not deliver its Notice of Exercise in a timely manner or if the Company and the City fail to execute a binding purchase agreement within thirty (30) days of the Company's receipt of the City's Notice of Exercise, the City's right of refusal shall terminate, and the Company shall be free to sell the Subject Property to any Third Party; provided, however, that the Company shall not thereafter sell the Subject Property to a Third Party for less than ninety percent (90%) of the purchase price identified in the original Notice of Proposed Sale without first delivering a new Notice of Proposed Sale to NOHOA and the City containing such revised term.

ARTICLE 2: MISCELLANEOUS

2.1 Recording. This Agreement shall be memorialized on the Certificate of Title for the Property, if registered land, or otherwise recorded in the office of the County Recorder for Ramsey County, Minnesota.

2.2 Notices. Notices required by this Agreement shall be in writing and delivered in person, by Federal Express or similar overnight delivery, or by certified United States mail, postage prepaid and return receipt requested, to the following addresses:

If to the Company: North Oaks Company, LLC
Attention: President
One Pleasant Lake Road
North Oaks, MN 55127

If to NOHOA: North Oaks Home Owners' Association
Attention: President
52 Wildflower Way
North Oaks, MN 55127

If to the City: City of North Oaks
Attention: City Clerk
North Oaks City Hall
100 Village Center Drive, Suite 150
North Oaks, MN 55127

or to such other address as the party addressed shall have previously designated. Notices shall be deemed to have been duly given on the date of service if served personally, or on the

next day following delivery to Federal Express or similar overnight courier, or on the third day after mailing if mailed as stated above; provided, that a notice not given as above, if it is in writing, shall be deemed given if and when actually received by a party.

2.3 Entire Agreement. All prior negotiations, understandings or agreements of any kind between the Parties and their respective agents, employees or representatives concerning the rights of NOHOA and the City to purchase the Property are hereby merged and incorporated into this Agreement. The Parties acknowledge that this Agreement fully sets forth all agreements and understandings between and among them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first written.

NORTH OAKS COMPANY, LLC

By:_____
Its:_____

NORTH OAKS HOME OWNERS' ASSOCIATION

By:_____
Its:President

CITY OF NORTH OAKS, MINNESOTA

By:_____
Its:_____

Approved as to form:

_____
City Attorney

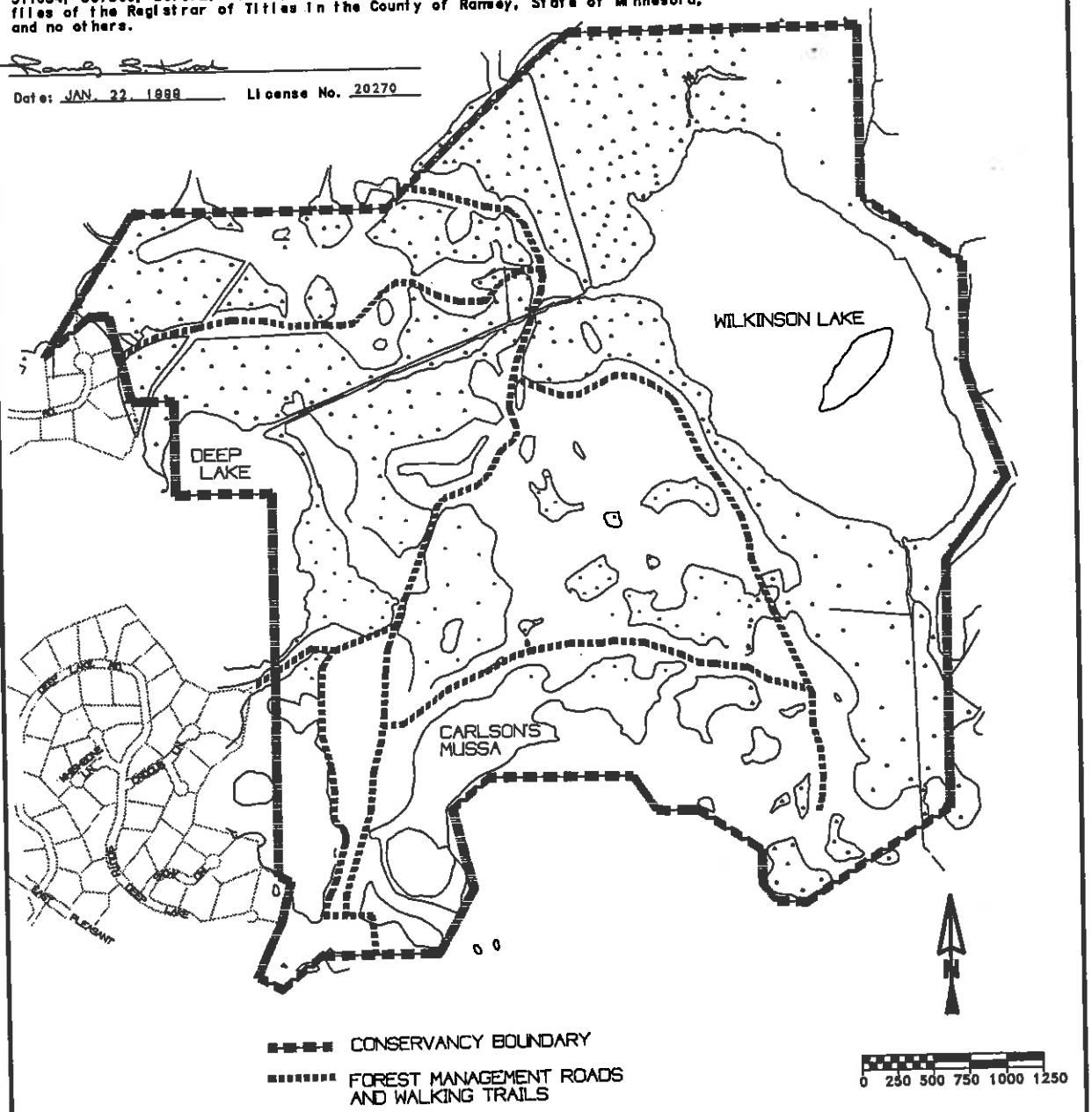
EXHIBIT A

[Description of Property]

EXHIBIT E1A
CONSERVANCY LAND
FEBRUARY 11, 1999

CONSERVANCY LAND
I hereby certify to the City of North Oaks that this Plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota, and that the areas depicted as Conservancy Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 235548, 235559, 235560, 235562, 238832, 299889, 299890, 299891, 299892, 299895, 299896, 299897, 299898, 299901, 311653, 311654, 367069, 367072, 381394, 381395, 381396, 381397, 381399 and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Date: JAN. 22, 1999 License No. 20270



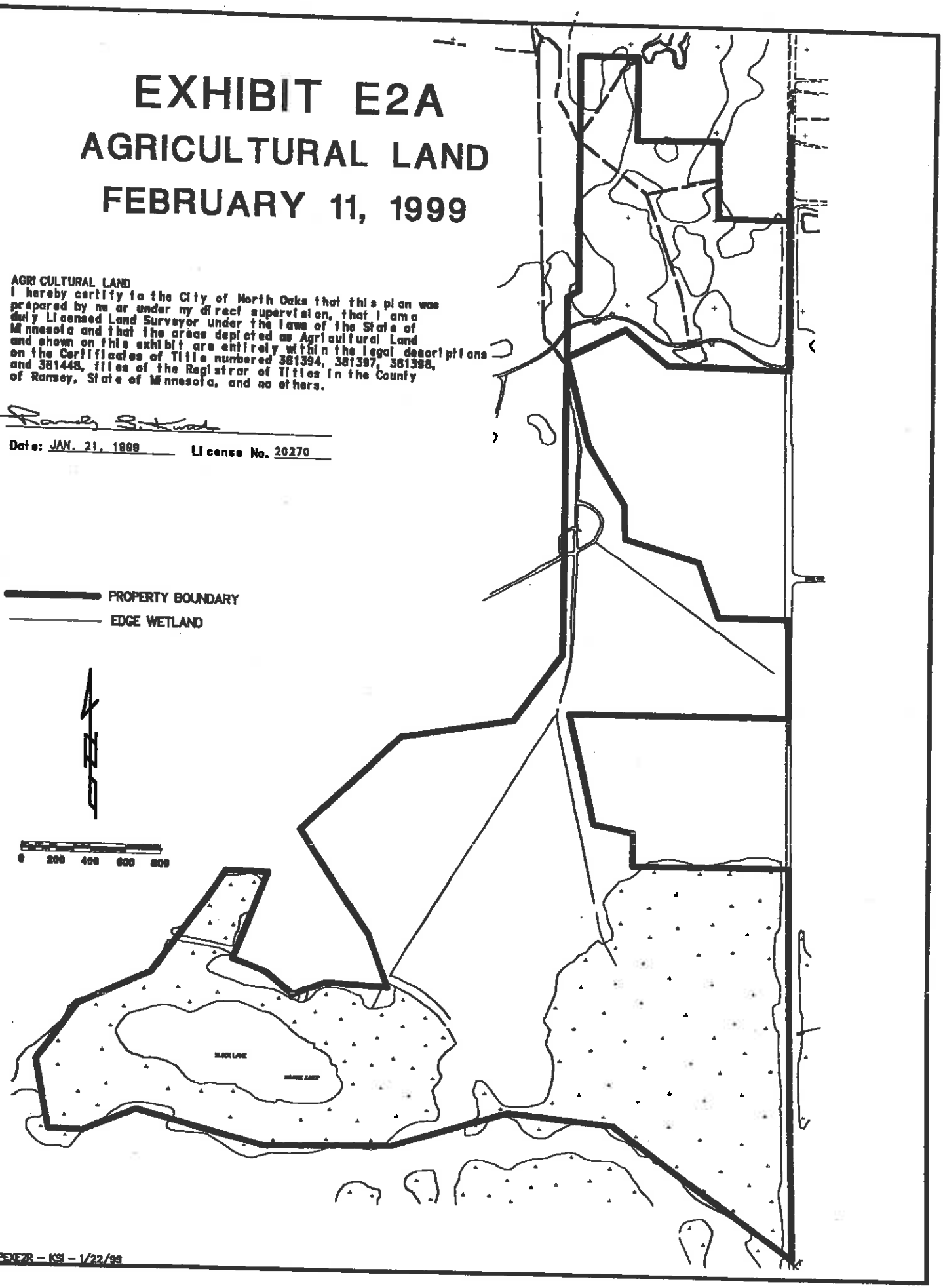
NMPEXEIR - KSI - 1/22/99

EXHIBIT E2A
AGRICULTURAL LAND
FEBRUARY 11, 1999

AGRICULTURAL LAND
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land and shown on this exhibit are entirely within the legal descriptions on the Certificates of Title numbered 381394, 381397, 381398, and 381448, files of the Registrar of Titles in the County of Ramsey, State of Minnesota, and no others.

Randy S. Kurak

Date: JAN. 21, 1999 License No. 20270

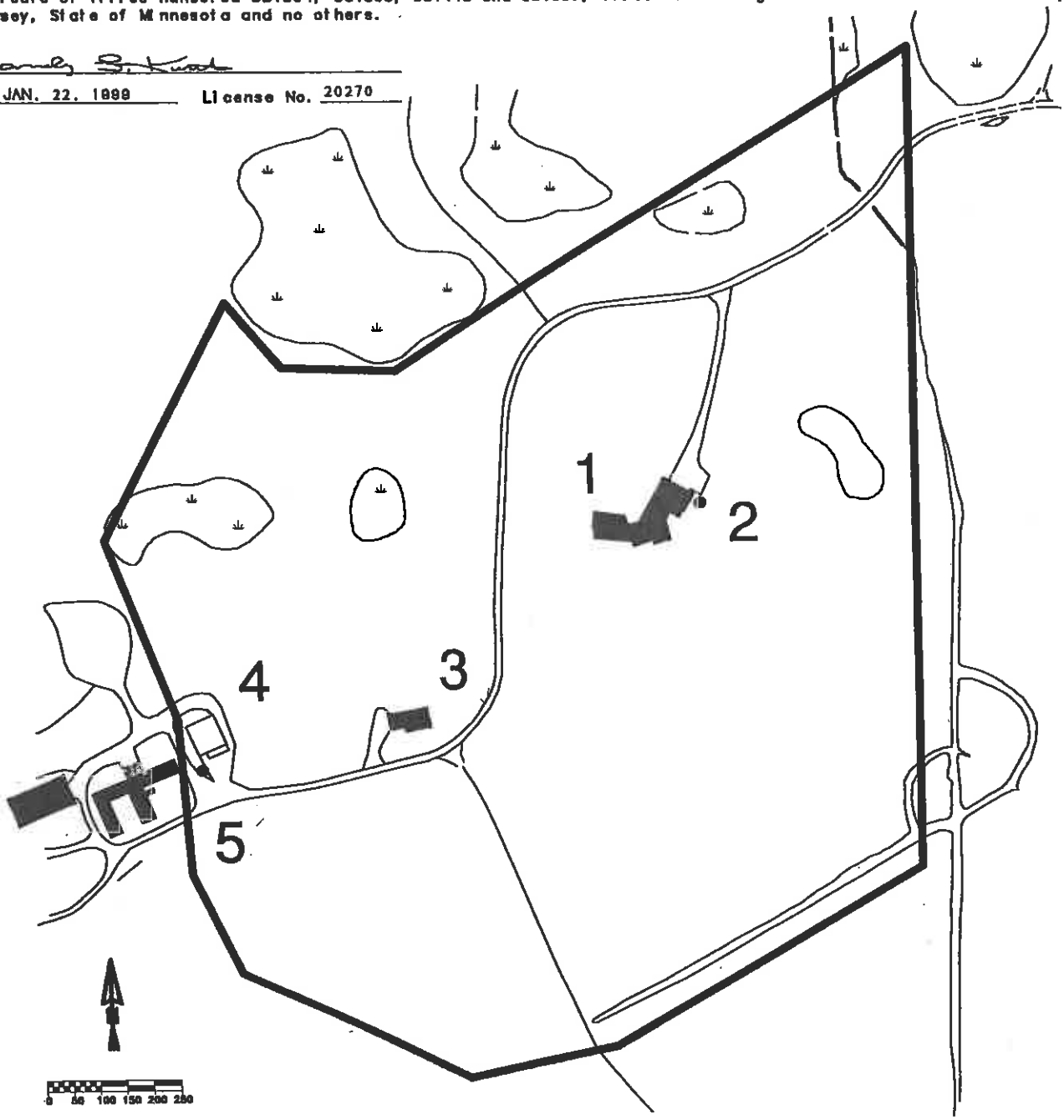


NMPEXE2R – KSI – 1/22/99

EXHIBIT E3A
AGRICULTURAL LAND
ALLOWABLE BUILDING AREA
FEBRUARY 11, 1999

AGRICULTURAL AREA – ALLOWABLE BUILDING AREA
I hereby certify to the City of North Oaks that this plan was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the areas depicted as Agricultural Land–Allowable Building Area and shown on this exhibit are entirely within the legal descriptions on the Certificate of Titles numbered 381394, 381395, 381448 and 381397, files of the Registrar of Titles in the County of Ramsey, State of Minnesota and no others.

Date: JAN. 22. 1999 License No. 20270



BOUNDARY BUILDABLE AREA

1 REFERENCE NUMBER

NMPEXE3R – KSI – 1/22/99