

**CONSENT AND ESTOPPEL REGARDING DEVELOPMENT CONTRACTS
INWOOD**

Hans Hagen Homes, Inc., a Minnesota corporation (“Hagen”) is the developer under that certain Development Contract dated June 9, 2015 by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and Hagen (the “Public Sewer and Water Contract”), and that certain Development Contract dated _____, 2015 by and between the City and Hagen (the “Site Grading Contract”, and collectively with the Public Sewer and Water Contract, the “Development Contracts”), both of which relate to the development of certain real property located in the County of Washington, State of Minnesota, and as more particularly described in the Development Contracts. Hagen is considering the transfer and sale of substantially all of its assets (the “Asset Sale”), including its rights under the Development Contracts, to M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“M/I”), which is an affiliate of M/I Homes, Inc., a public homebuilding company. By its execution of this Consent and Estoppel Regarding Development Contracts (“Estoppel”), the City hereby represents, warrants, consents, and agrees to the following:

1. The Development Contracts are presently in full force and effect according to their terms.
2. As of the date of this Estoppel, the cash escrows held by the City pursuant to the terms of the Development Contracts are as follows:
 - a. \$ _____ for the Public Sewer and Water Contract; and
 - b. \$ _____ for the Site Grading Contract.
3. To the actual knowledge of the City, and with no duty of the City to investigate or make further inquiries, Hagen is not in default under the Development Contracts nor has any event occurred that with the giving of notice or passage of time would constitute a default under the Development Contracts.
4. Upon closing of the Asset Sale, and in consideration of M/I’s assumption of Hagen’s obligations under the Development Contracts to be performed after the Asset Sale, the City (i) consents to the assignment of the Development Contracts, and (ii) agrees that M/I may enjoy the rights, benefits and obligations of Hagen under the Development Contracts.
5. The individuals signing below are duly authorized to sign this Estoppel on behalf of the City.

[Signature Page to Follow]

CITY OF LAKE ELMO,
a Minnesota municipal corporation:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____