

COMMUNITY LAND TRUST, LLC

BOARD MEETING SEPTEMBER 20, 2016

**BOARD OF GOVERNORS
COMMUNITY LAND TRUST, LLC
WASHINGTON COUNTY, MINNESOTA**

**BOARD AGENDA
September 20, 2016**

**Washington County HRA
7645 Currell Boulevard
Woodbury, Minnesota**

Item No.

- | | | | |
|---|-----------|---|----|
| 1 | 4:30 p.m. | <u>CALL REGULAR MEETING TO ORDER</u> | |
| 2 | | <u>ROLL CALL</u> | |
| 3 | | <u>CONSENT CALENDAR</u> | |
| | | Minutes of CLT, LLC Meeting of June 21, 2016 | 3 |
| 4 | | <u>NEW BUSINESS</u> | |
| | A-1 | <u>Resolution No. 16-02. Resolution Authorizing Execution Of A Subcontracting Agreement With The Washington County Community Development Agency</u> | 4 |
| | A-2 | Discussion of 2016-2019 Services Agreement with Two Rivers Community Land Trust | 16 |
| 5 | | <u>ADJOURN</u> | |

BOARD OF GOVERNORS
COMMUNITY LAND TRUST, LLC
WASHINGTON COUNTY, MINNESOTA

The Community Land Trust, LLC Board of Governors convened in Regular Session at Washington County HRA, 7645 Currell Blvd., Woodbury, MN on June 21, 2016. Officers present: Barbara Dacy, Chief Manager and Melissa Taphorn, Manager.

Others present: Ann Hoechst, Washington County HRA Housing Assistance and Administrative Services Director

Meeting called to order at 5:06 p.m. by Governor Hargis.

ROLL CALL

Governors present were: Zeller, Hargis, Ryan, Widen, and Dingle.
Absent: Governor Belisle and Governor Miron.

CONSENT CALENDAR

Minutes of Community Land Trust, LLC Meeting
of December 15, 2015

**Governor Widen moved to approve the Consent Calendar, seconded by Governor Ryan.
Motion carried 5-0.**

NEW BUSINESS

A-1 Resolution No. 16-01. Resolution Approving The Community Land Trust Work Plan For July to December 2016

Ms. Taphorn presented the July to December 2016 work plan. The plan includes completing the rehabilitation and sale of the final two homes in the Homes to Trust Program; finalizing the funding plan of Ivy Estates program (an application was submitted to Minnesota Housing last week); refining the program model and securing the final funds for the Free to Stay program. The Free to Stay program can be initiated once the funds are secure. The key aspect of the work plan is to negotiate a new services agreement between Two Rivers CLT and the Community Land Trust, LLC.

**Governor Widen moved to approve Resolution No. 16-01 the work plan resolution.
Seconded by Governor Dingle.
Motion carried 5-0.**

Governor Zeller moved to adjourn, seconded by Governor Widen. Motion carried 5-0.

Regular meeting adjourned 5:30 p.m.

Attest:

Chair/Vice Chair Governor

COMMUNITY LAND TRUST, LLC

REQUEST FOR BOARD ACTION

September 20, 2016
BOARD MEETING DATE

AGENDA ITEM A-1

Melissa Taphorn 9/12/2016
REQUESTOR'S NAME/DATE

BOARD ACTION REQUESTED

RESOLUTION AUTHORIZING EXECUTION OF A
SUBCONTRACTING AGREEMENT WITH THE
WASHINGTON COUNTY COMMUNITY DEVELOPMENT
AGENCY

BACKGROUND/JUSTIFICATION

The Community Land Trust, LLC has subcontracted with the Washington County CDA to provide the personnel to perform the development, stewardship and other services contracted in the Services Agreement. In order to continue to perform these services, a new Subcontracting Agreement is needed.

The draft Subcontracting Agreement reflects the revised definitions of development, stewardship and other services as agreed upon by Two Rivers CLT and Community Land Trust, LLC. The Community Land Trust, LLC will reimburse the Washington County CDA for salary, benefits and reimbursables on a monthly basis upon receipt of payment from Two Rivers CLT. The new Subcontracting Agreement will have a term coterminous with the Services Agreement of December 31, 2019.

Staff respectfully recommends authorizing the Chief Manager to execute the Subcontracting Agreement.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED

Chief Manager/DATE:

Barbara Dacy 9/13/16

ATTACHMENT LIST:
None

FINANCIAL IMPLICATIONS: \$ None

BUDGETED: YES NO

FUNDING: _____

COMMENTS

**BOARD OF GOVERNORS
OF COMMUNITY LAND TRUST, LLC
WASHINGTON COUNTY, MINNESOTA**

DATE September 20, 2016

RESOLUTION NO. 16-02

MOTION BY GOVERNOR _____

SECOND BY GOVERNOR _____

=====

RESOLUTION AUTHORIZING EXECUTION OF A SUBCONTRACTING
AGREEMENT WITH THE WASHINGTON COUNTY COMMUNITY
DEVELOPMENT AGENCY

YES

NO

BELISLE _____

BELISLE _____

WIDEN _____

WIDEN _____

ZELLER _____

ZELLER _____

DINGLE _____

DINGLE _____

HARGIS _____

HARGIS _____

RYAN _____

RYAN _____

MIRON _____

MIRON _____

=====

STATE OF MINNESOTA)
 SS
COUNTY OF WASHINGTON)

I, Barbara Dacy, duly appointed, qualified and acting Chief Manager of the Community Land Trust, LLC, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Community Land Trust, LLC Board of Governors, at its session held on the 20th day of September, 2016, now on file in my office and have found the same to be true and correct thereof. Witness my hand and official seal this 20th day of September, 2016.

Secretary

Chief Manager

BOARD OF GOVERNORS
OF COMMUNITY LAND TRUST, LLC

RESOLUTION NO. 16- 02

RESOLUTION AUTHORIZING EXECUTION OF A SUBCONTRACTING
AGREEMENT WITH THE WASHINGTON COUNTY
COMMUNITY DEVELOPMENT AGENCY

WHEREAS, the sole purpose of the Community Land Trust, LLC (the "Company") Company is to conduct all necessary or convenient actions in respect of the Two Rivers Community Land Trust (the "Two Rivers CLT") Program; and

WHEREAS, the Company provides development, stewardship and other services (the "Services") to Two Rivers CLT as agreed upon in a Services Agreement; and

WHEREAS, the Washington County Community Development Agency (the "Agency") has experienced personnel skilled in providing the Services necessary; and

WHEREAS, the Agency provides contracted personnel to the Company to perform the Services; and

WHEREAS, a Subcontracting Agreement has been drafted to define the terms by which the Agency will provide the Services to the Company.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF THE COMMUNITY LAND TRUST, LLC, AS FOLLOWS:

1. That the Chief Manager is hereby authorized to execute the Subcontracting Agreement as presented, subject to (i) such changes to the Subcontracting Agreement that the Chief Manager deems reasonable and necessary and (ii) the Subcontracting Agreement with the Company being executed by both parties.
2. That the Chief Manager is hereby authorized, empowered, and directed to execute and deliver in the name and on behalf of the Company any other documents and instruments in such form and on such terms and conditions as he deems necessary or appropriate in connection with the Subcontracting Agreement as contemplated above.

Adopted this 20th day of September 2016.

Chair/Vice Chair Governor

ATTEST:

Secretary

EXHIBIT A – SUBCONTRACTING AGREEMENT

SUBCONTRACTING AGREEMENT
FOR LLC SERVICES TO BE PROVIDED BY
WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY
ON BEHALF OF COMMUNITY LAND TRUST, LLC

THIS SUBCONTRACTING AGREEMENT (“Subcontracting Agreement”) is made as of the ___ day of _____, 2016 (the “Effective Date”), by and between Community Land Trust, LLC, a Minnesota limited liability company (“LLC”), and the Washington County Community Development Agency, a public body corporate and politic and political subdivision of the State of Minnesota (“Agency”).

RECITALS

A. Agency has caused to be established, and Agency is the sole member of, LLC. The primary purpose of LLC is to enter into and perform the Services Agreement (described below).

B. Two Rivers Community Land Trust is a Minnesota nonprofit corporation and a 501(c)(3) organization (“Two Rivers”), which operates a community land trust program that currently includes fifty-one (51) residential properties located in Washington County, Minnesota, four (4) properties located in Anoka County, Minnesota, and one (1) property located in St. Croix County, Wisconsin (the “Two Rivers Program,” more fully defined below).

C. LLC, at the request of Two Rivers, has entered into a certain Community Land Trust LLC & Two Rivers Community Land Trust Services Agreement, dated as of _____, 2016 (the “Services Agreement”), under which LLC will provide certain services (the “LLC Services,” as more fully described therein and below) to Two Rivers in respect of the Two Rivers Program.

D. LLC desires Agency to provide staff and other resources necessary and appropriate for LLC to provide the LLC Services and otherwise to assist LLC in performing the obligations of LLC under the Services Agreement in respect of the Two Rivers Program, and Agency is willing to do so, all in accordance with this Subcontracting Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **Definitions.** The following terms when used in this Subcontracting Agreement shall have the meanings given them in this Section. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Services Agreement. The meaning of terms defined in this Section or elsewhere in this Subcontracting Agreement, or defined by the Services Agreement, shall be deemed amended as and to the extent changed by duly executed amendment to the Services Agreement to which the Agency shall have consented in writing.

“LLC Services” means, as of the date hereof, individually or collectively, Development Services, Other Services and Stewardship Services to be provided by the LLC pursuant to the Services Agreement, in accordance with the Work Plan Documents in effect from time to time.

“Development Services” means, as of the date hereof, Staff services relating to the development or acquisition of Properties to be included in the Two Rivers Program, including (a) assisting the Two Rivers Executive Director to identify properties for development, (b) completing market research and due diligence to acquire Properties, (c) assisting the Two Rivers Executive Director to negotiate purchase and development agreements, (d) overseeing rehabilitation activities related to the acquisition of Properties, (e) fundraising to support Development Services and administration and compliance monitoring of any development-related grants or loans, and (f) providing all office supplies, equipment, space, storage facilities, and any other overhead items necessary to carry out the Development services.

“Other Services” means, as of the date hereof, Staff services for (a) working jointly with Two Rivers to prepare Work Plan Documents for consideration and approval by the Two Rivers Board of Directors (“Board”), (b) attending Board meetings at least once every six months to present items for Board consideration; to provide program updates regarding Development, Stewardship, and Other Services; and to answer questions from Board members, (c) working jointly with Two Rivers to develop concepts for future Program activities, (d) assisting with identifying and securing additional and more permanent sources of funding to support Two Rivers’ future activities, (e) providing administrative support services necessary to carry out Two Rivers Programs, and (f) providing all office supplies, equipment, space, storage facilities, and any other overhead items necessary to carry out the services.

“Property” or “Properties” shall mean one or more residential lots and dwellings currently owned or to be acquired in the future by Two Rivers and subject to, or intended to be subject to, ground leases to qualified purchasers, and which are included in the Two Rivers Program. The addresses of the Properties as of the Effective Date are set forth on Exhibit A attached to the Services Agreement.

“Staff” means, as of the date hereof, a Project Manager, a Senior Homeownership, and a Homeownership Specialist, and other professional staff, if any, as may be determined from time to time by mutual agreement of LLC and Two Rivers, subject to the consent of Agency, who are employed by, or engaged under contract with Agency, and who provide Development Services, Stewardship Services, or Other Services pursuant to this Subcontracting Agreement in fulfillment of the obligations of LLC to provide LLC Services under the Services Agreement. The identity and qualifications of Staff shall be reasonably acceptable to Two Rivers.

“Stewardship Services” means, as of the date hereof, Staff services to administer and manage ongoing home buyer and home owner services relating to Properties, including (a) facilitating home buying process for new homebuyers, (b) monitoring and enforcing ground lease compliance for homeowners, (c) providing post-purchase services for homeowners, (d) coordinating any homeowner meetings, events and trainings, (e) marketing Properties and managing sales of Properties, including initial sales of newly-developed Properties as well as resales of Properties, (f) fundraising to support Stewardship Services and administration and compliance monitoring of any stewardship-related grants or loans, (g) collecting data in Home Keeper, or a similar program, for Two Rivers Program reporting and evaluation, and (h) providing all office supplies, equipment, space, storage facilities, and other overhead items necessary to carry out these Stewardship Services.

“Two Rivers Program” means the community land trust affordable housing program conducted by Two Rivers, including acquisition or development of residential dwellings, the leasing thereof by ground leases with qualified purchasers whereby Two Rivers retains fee title and the leasehold reversion, and such purchasers acquire the dwellings, subject to the related ground lease, by cash or leasehold mortgage or a combination thereof, and which ground leases impose affordability restrictions including purchaser household low or moderate income limitations and Property limited equity resale prices.

"Work Plan Documents" means detailed work plans that are jointly developed and mutually approved by LLC and Two Rivers, which set out the anticipated activities, timeline and objectives with respect to LLC Services for a six-month period of time. Work Plan Documents shall also include an estimated budget with specified hourly rates for Staff and an allowance for anticipated out-of-pocket expenses to be reimbursed under subsection d. of Section 5 of the Services Agreement.

2. **Engagement of Agency; Scope of Services Provided by Agency.** LLC does not intend to hire any employees, engage independent contractors, lease office space, or otherwise enter into arrangements, other than this Subcontracting Agreement, whereby LLC would have capacity to perform, by itself, the LLC Services. Accordingly, LLC hereby engages Agency to perform, and Agency hereby agrees to perform on behalf of LLC, the LLC Services, pursuant to and in accordance with the terms and provisions of the Services Agreement and this Subcontracting Agreement.

a. Work Plan Documents. The LLC Services to be performed for each six-month period during the term of this Agreement shall be those LLC Services authorized by Two Rivers and agreed to by the LLC pursuant to the Work Plan Documents for the period in question.

b. Services and Facilities. Agency shall provide the services of Staff and other employees or independent contractors, office space, office equipment and supplies, storage facilities, utilities, related administrative support services and supplies, and any other necessary overhead items such that the obligations of LLC to provide LLC Services under the Services Agreement and the Work Plan Documents shall be completely and competently performed and discharged. In addition to any other agreements or undertakings of Agency set out in this Subcontracting Agreement:

(i) Agency shall hire or engage, train and retain qualified employees or independent contractors as necessary to carry out LLC’s responsibilities and undertakings in accordance with the Services Agreement.

(ii) Agency shall cause to be prepared and shall submit Work Plan Documents for consideration and approval by LLC within a reasonable period in advance of the next-ensuing six-month period to allow for discussion, review and negotiation with Two Rivers as necessary and appropriate.

(iii) Staff, other employees of the Agency, or other persons engaged by the Agency will provide services to or on behalf of LLC as follows:

(A) Senior Homeownership Specialist/Homeownership Specialist: Administer and manage ongoing home buyer and home owner services.

(I) Provide Stewardship Services

(II) Provide Other Services

(B) Project Manager: Administer and manage the development of new affordable housing.

(I) Provide Development Services

(II) Provide Other Services

(C) Deputy Executive Director and Executive Director: Provide supervision to Senior Homeownership Specialist, Homeownership Specialist and Project Manager.

(D) Accountant: Provide for financial records, check writing, audit procedures, and other accounting functions related to LLC operations.

c. Organizational Support. Agency shall arrange for meetings of the Board of Governors of LLC, designate persons to serve as LLC-appointed directors to the Two Rivers board of directors, keep minutes and other books and records of the LLC, and otherwise be responsible for LLC administrative requirements and good standing.

3. **Term of Agreement.** The term of this Agreement shall be three (3) years from the Effective Date or through December 31, 2019, subject to earlier termination as provided in Section 11. LLC and Agency may extend this Agreement for additional terms to be negotiated and agreed upon by mutual consent of both parties. Said extension of terms shall be communicated between the two parties in writing and subject to LLC Board of Governors and Agency Board of Commissioners approvals.

4. **Compensation.** Compensation shall be payable by LLC to the Agency for services provided hereunder by Agency. Agency shall prepare and submit monthly invoices to LLC, and LLC shall promptly submit same to Two Rivers. LLC shall remit payment to Agency within three (3) days of receipt of payment from Two Rivers. Invoices of Agency and payments by LLC shall be as provided by applicable provisions of the Services Agreement and the Work Plan Documents in effect from time to time. As of the date hereof, LLC agrees to pay Agency for the following, including:

a. Stewardship Services performed by a Senior Homeownership Specialist or a Homeownership Specialist, billed in ¼ hour increments, based on the work plan and the number of hours approved by the work plan. Payment for hours exceeding those approved by the work plan must be pre-approved by the Two Rivers Executive Director.

b. Development Services performed by a Project Manager billed in ¼ hour increments, based on the work plan and the number of hours approved by the work plan.

Payment for hours exceeding those approved by the work plan must be pre-approved by the Two Rivers Executive Director.

c. The number of hours devoted by Staff to Other Services, and required to be compensated by Two Rivers under this Section 5, shall not exceed what has been approved in the work plan without prior approval by the Two Rivers Executive Director.

d. Reimbursement of additional expenses, if any, that are mutually determined necessary and as agreed to by both parties before incurring the additional expense.

5. **LLC Obligations.** In addition to the obligations set forth elsewhere in this Subcontracting Agreement, LLC hereby agrees as follows:

e. LLC Board of Governors shall meet regularly to fulfill its governance obligations.

f. LLC shall maintain its own separate bank accounts and its own separate, complete, and accurate financial, accounting, and audit files and records.

g. LLC will provide current versions of the Services Agreement, all amendments thereto, and all Work Plan Documents, promptly upon receipt, to Agency. LLC will not agree to amend or enter into any amendment of the Services Agreement, or approve any Work Plan Documents, which would materially affect the rights or obligations of the Agency under this Subcontracting Agreement, without the written approval of Agency. Agency hereby acknowledges receipt, and hereby confirms its approval, of the current version of the Services Agreement.

h. LLC will comply with the requirements applicable to LLC under Minnesota Statutes Section 469.012, Subd. 2j.

6. **Independent Contractor; Costs and Expenses.** The LLC and the Agency each is an independent contractor. Nothing contained in this Subcontracting Agreement is intended to create or establish the relationship of employer/employee, or partnership, or a joint venture between the parties.

a. LLC, for the purposes of this Subcontracting Agreement, is solely responsible for payment of all applicable salaries, wages, unemployment insurance premiums, FICA, retirement, life and medical insurance, workers' compensation insurance premiums and income tax withholdings, and other fringe benefits, for itself and its employees, if any.

b. Agency, for the purposes of this Subcontracting Agreement, is solely responsible for payment of all costs and expenses of Agency relating to the LLC Services, performance of this Subcontracting Agreement, or otherwise incurred in respect of the Two Rivers Program, including but not limited to:

(i) Salaries, wages, applicable unemployment insurance premiums, FICA, retirement, life and medical insurance, workers' compensation insurance premiums and income tax withholdings, and other fringe benefits, for itself and its employees, if any;

(ii) Any costs incurred for rent, maintenance, repair, cleaning, utilities, improvement (including capital improvements), and related work for any real property, fixtures, equipment and personal property of the Agency related or allocable to the LLC Services, performance of this Subcontracting Agreement or the Two Rivers Program;

(iii) Insurance premiums, licenses, fees, assessments, permits, certifications, and other governmental requirements, and other charges related or allocable to the LLC Services, performance of this Subcontracting Agreement or the Two Rivers Program.

c. LLC shall not be required to expend any funds of LLC in carrying out this Subcontracting Agreement, except as expressly provided in this Subcontracting Agreement. Notwithstanding anything to the contrary or apparently so in this Subcontracting Agreement, the obligation of LLC to Agency under this Subcontracting Agreement shall in no event exceed the amount actually received from or on behalf of Two Rivers pursuant to the Services Agreement. LLC shall not have any liability or obligation to any employee, independent contractor, vendor or supplier of Agency in respect of any Agency services.

d. Each party is to remain a separate legal entity and to demonstrate and preserve this separation by each maintaining its own:

- (i) Managers, Board of Governors or Board of Commissioners;
- (ii) Letterhead;
- (iii) Computer network and electronic and paper file system;
- (iv) Bank accounts, funds and investments;
- (v) Accountant, audit, and financial records;
- (vi) Insurance; and
- (vii) Website.

7. **Data Practices Compliance.** Each party agrees to maintain data that it collects, creates or maintains in compliance with Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

8. **Ownership and Access of Documents and Materials.** All documents and materials necessary for Agency to complete its work under this Subcontracting Agreement shall be provided by LLC. All documents and materials developed by Agency in connection with this Subcontracting Agreement shall be shared with LLC. Documents and materials created by Agency or LLC under this Subcontracting Agreement will be owned by LLC.

9. **Indemnity and Hold Harmless.** LLC shall indemnify, defend, and hold harmless Agency, its commissioners, officers, employees, agents, and other authorized persons acting within the scope of their authority, against all any and all loss, liability, lawsuit, claim, demand, damage, costs, judgment or expense (including but not limited to attorneys' fees and costs)

relating to or arising from (directly or indirectly) this Subcontracting Agreement. Notwithstanding the foregoing, this Section 11 does not require LLC to indemnify, defend, and hold harmless against a loss proximately caused by the gross negligence or willful misconduct of Agency. **Provided, however,** that duty of LLC to defend shall extend to circumstances which arguably invoke coverage under this Section 11; **provided further,** that the duties of LLC under this Section may be tendered to Two Rivers pursuant to the Services Agreement.

10. **Insurance.** LLC shall obtain and maintain insurance policies for comprehensive general liability, property damage, and automobile liability in commercially reasonable amounts. The identity of the insurer(s) and the amounts and terms of the policies are subject to the prior review and consent of Agency, such consent not to withheld unreasonably. Coverage under such policies shall be primary, shall specify no more than a reasonable deductible and shall name as additional insureds Agency, its commissioners, officers, employees, agents, and other authorized persons acting within the scope of their authority. Such policies shall include an undertaking by the issuer that it will not cancel, materially alter, or fail to renew such policies without thirty days prior notice thereof to Agency. LLC shall furnish Agency with a Certificate of Insurance evidencing that such insurance policies are in full force and effect and shall be in a form acceptable to Agency, which acceptance shall not be withheld unreasonably. The coverage required under this Section may be provided in whole or in part by policies obtained by Two Rivers pursuant to the Services Agreement.

11. **Termination.** Either party shall have the right to terminate this Subcontracting Agreement by giving the other ninety (90) days written notice thereof. Termination of this Subcontracting Agreement by either party shall not affect or impair any rights or obligations that have accrued prior to the effective date of termination. Neither party, by electing to terminate, shall be deemed to have elected a remedy or waived any cause of action for damages or other relief. Within a reasonable time after termination, the parties shall account to each other with respect to all matters outstanding on the date of termination, shall satisfy and adjust all payments, allocations, and obligations owing between them, and shall deliver to the other party all records, papers, and property of each other in their possession.

12. **Waiver.** No term or condition of this Subcontracting Agreement will be deemed waived or amended unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

13. **No Third-Party Beneficiaries.** The provisions of this Subcontracting Agreement are for the benefit of LLC and Agency only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Subcontracting Agreement.

14. **Severability.** In the event any provision of this Subcontracting Agreement shall be held to be invalid, unenforceable or in conflict with the law of the jurisdiction, the remaining provisions of this Subcontracting Agreement shall continue to be valid, enforceable and not be affected by such holding.

15. **Applicable Law.** This Subcontracting Agreement shall in all respects be interpreted, construed and enforced according to the laws of the State of Minnesota.

16. **Notices.** Any notice, demand or other communication under this Subcontracting Agreement shall be sufficiently given if it is in writing and dispatched by first class mail, postage prepaid, overnight courier, or delivered personally, addressed as follows:

If to the LLC:

Barbara Dacy, Chief Manager
c/o Washington County Community Development Agency
7645 Currell Blvd.
Woodbury, MN 55125
Telephone: 651-458-6556
Fax: 651-458-1696
E-mail: bdacy@wchra.com

If to the Agency:

Barbara Dacy, Executive Director
Washington County Community Development Agency
7645 Currell Blvd.
Woodbury, MN 55125
Telephone: 651-458-6556
Fax: 651-458-1696
E-mail: bdacy@wchra.com

Or at such other address as a party may from time to time designate in writing and forward to the others as provided in this paragraph.

17. **Entire Agreement.** This Subcontracting Agreement constitutes the entire agreement between LLC and Agency with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the parties with respect to such matters.

18. **Amendments.** No other agreement, statement or promise made by any party and no amendment, modification or other change of any provision of this Subcontracting Agreement shall be effective unless in writing signed by LLC and Agency.

19. **Binding Effect.** This Subcontracting Agreement will be binding upon and inure to the benefit of LLC and Agency and their respective heirs, representatives, successors and assigns.

20. **Counterpart Signatures.** This Subcontracting Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Subcontracting Agreement to be executed as of the day and year first written above.

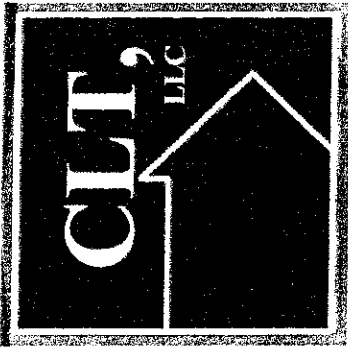
COMMUNITY LAND TRUST, LLC

WASHINGTON COUNTY COMMUNITY
DEVELOPMENT AGENCY

By: _____
Barbara Dacy
Its Chief Manager

By: _____
William Hargis
Its Chair

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Memo To: Community Land Trust, LLC Board of Governors
From: Barbara Dacy, Community Land Trust, LLC Chief Manager
Melissa Taphorn, Community Land Trust, LLC Manager
Date: September 13, 2016
RE: Services Agreement Update

As directed, the Chief Manager and Manager have worked with the Two Rivers CLT Board and Executive Director to negotiate the terms of a Services Agreement that would cover the term of October 1, 2016 to December 31, 2019. At the time of writing this memo, there is no agreement on the language of Section 7 of the Agreement. Attached is the draft Services Agreement with the terms proposed by the Community Land Trust, LLC. The officers continue to meet with the Chair and Executive Director of Two Rivers CLT to come to an agreement on this section of the Agreement. If agreed upon, a resolution will be presented for consideration on September 20, 2016.

COMMUNITY LAND TRUST LLC & TWO RIVERS COMMUNITY LAND TRUST

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of the ____ day of _____, 2016 (the "Effective Date"), by and between the Community Land Trust LLC, a Minnesota limited liability company ("LLC"), and Two Rivers Community Land Trust, a Minnesota non-profit corporation ("Two Rivers").

RECITALS

WHEREAS, Two Rivers established a 501(c)(3) community land trust program in 1999 in order to provide permanently affordable housing alternatives for low- and moderate-income households; and

WHEREAS, Two Rivers' portfolio currently includes 56 residential properties, 51 of which are located in Washington County, 4 of which are located in Anoka County, and 1 of which is located in St. Croix County, Wisconsin; and

WHEREAS, Two Rivers has, since its inception, secured approximately in excess of \$5 million of public and private investment to create the Program; and

WHEREAS, on October 1, 2013, Two Rivers entered into a three-year Services Agreement with LLC to increase Two Rivers' staff capacity to perform development activities ("Development Services") and deliver homebuyer and homeowner services ("Stewardship Services"); and

WHEREAS, Two Rivers and LLC have determined that the Agreement has been an effective, efficient, and mutually-beneficial means to administer Two Rivers' Development and Stewardship Services; and

WHEREAS, Two Rivers and LLC have agreed to renew the Agreement for three additional years, through December 31, 2019.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties hereto mutually agree as follows:

- 1. Definitions.** The following terms when used in this Agreement shall have the meanings given them in this Section.

"LLC Services" means, individually or collectively, Development Services, Stewardship Services, and Other Services to be provided by LLC under the Two Rivers Executive Director's direction and pursuant to this Agreement, in accordance with the Work Plan Documents created and in effect at a given time during the term of this agreement.

"Development Services" means Staff services relating to the development or acquisition of Properties to be included in the Two Rivers Program, including:

- a. Assisting the Two Rivers Executive Director to identify Properties for development;
- b. Completing market research and due diligence to acquire Properties;
- c. Assisting the Two Rivers Executive Director to negotiate purchase and development agreements;
- d. Overseeing rehabilitation activities related to the acquisition of Properties;
- e. Fundraising to support Development Services and administration and compliance monitoring of any development-related grants or loans; and
- f. Providing all office supplies, equipment, space, storage facilities, and other overhead items necessary to carry out these Development Services.

"Stewardship Services" means Staff services to administer and manage ongoing homebuyer and homeowner services relating to Properties, including:

- a. Facilitating home buying process for new homebuyers;
- b. Monitoring and enforcing ground lease compliance for homeowners;
- c. Providing post-purchase services for homeowners;
- d. Coordinating any homeowner meetings, events and trainings;
- e. Marketing Properties and managing sales of Properties, including initial sales of newly-developed Properties as well as resales of Properties;
- f. Fundraising to support Stewardship Services and administration and compliance monitoring of any stewardship-related grants or loans;
- g. Collecting data in Home Keeper, or a similar program, for Two Rivers Program reporting and evaluation; and
- h. Providing all office supplies, equipment, space, storage facilities, and other overhead items necessary to carry out these Stewardship Services.

"Other Services" means Staff services for Two Rivers that is outside the scope of the Development and Stewardship Services, including:

- a. Working jointly with Two Rivers to prepare Work Plan Documents for consideration and approval by the Two Rivers Board of Directors ("Board");
- b. Attending Board meetings at least once every six months to present items for Board consideration; to provide program updates regarding Development, Stewardship, and Other Services; and to answer questions from Board members;

- c. Working jointly with Two Rivers to develop concepts for future Program activities;
- d. Assisting with identifying and securing additional and more permanent sources of funding to support Two Rivers' future activities;
- e. Providing administrative support services necessary to carry out Two Rivers Programs; and
- f. Providing all office supplies, equipment, space, storage facilities, and other overhead items necessary to carry out these Other Services.

"Staff" means a Development Project Manager, a Homeownership Specialist, and other professional staff, if any, as may be determined from time to time by mutual agreement of LLC and Two Rivers, who are employed by, or engaged under contract with, LLC and who provide Development Services, Stewardship Services, or Other Services, under this Agreement. The identity and qualifications of Staff shall be reasonably acceptable to Two Rivers.

"Organizational Administrative Duties" means services performed solely by an administrator or other personnel retained and paid for by Two Rivers, independent of the LLC, to carry out duties necessary for Two Rivers to:

- a. Maintain the status of Two Rivers as described in clauses (i) and (ii) of subsection a. of Section 2;
- b. Comply with the articles of incorporation and bylaws of Two Rivers;
- c. Perform the obligations of Two Rivers set out in subsections a. through e. inclusive, of Section 6, and subsections b. and d. of Section 8; and
- d. Carry out any other necessary or appropriate activities of Two Rivers which are not covered by the LLC Services.
- e. Oversee implementation of the approved work plan for the CLT, LLC

"Two Rivers Program" means the community land trust affordable housing program conducted by Two Rivers, including the acquisition and development of residential dwellings, the leasing thereof by ground leases with qualified purchasers whereby Two Rivers retains fee title and the leasehold reversion. Such purchasers acquire the dwellings, subject to the related ground lease, by cash or leasehold mortgage or a combination thereof. The ground lease imposes affordability restrictions including purchaser household income limitations and limited equity resale prices on said Properties.

"Property" or "Properties" shall mean one or more residential lots and dwellings currently owned or to be acquired in the future by Two Rivers and subject to, or intended to be subject to, ground leases to qualified purchasers, and which are included in the Two Rivers Program. The addresses of the Properties as of the Effective Date of this Agreement are set forth on Exhibit A attached to this Agreement.

"Work Plan Documents" means detailed work plans that are jointly developed and mutually approved by LLC and Two Rivers, which set out the anticipated activities, timeline and objectives with respect to LLC Services for a six-month period of time. Work Plan Documents shall also include an estimated budget with specified hourly rates for Staff and an allowance for anticipated out-of-pocket expenses to be reimbursed under subsection d. of Section 5

2. Representations, Warranties and Covenants.

- a. Representations, Warranties and Covenants of Two Rivers. Two Rivers represents, warrants and covenants to and with LLC as follows:
- (i) Two Rivers is, and shall take all appropriate measures to ensure that it remains:
 - A. A nonprofit corporation, validly incorporated and in good standing in the State of Minnesota;
 - B. An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and exempt from federal income taxes under Section 501(a) of the Internal Revenue Code;
 - C. A community land trust as described in 42 U.S.C. section 12704 and 42 U.S.C. section 12773(f); and
 - D. A community land trust as described in Minnesota Statutes, sections 462A.30 and 462A.31.
 - (ii) Two Rivers has, and will maintain, all requisite power and authority to own the Properties and conduct the Two Rivers Program;
 - (iii) Two Rivers has power to enter into this Agreement and by proper corporate action has been duly authorized to execute, deliver and perform this Agreement. Two Rivers has obtained all necessary consents (if any) relating to this Agreement pursuant to the requirements of its governing documents and the ground leases related to the Two Rivers Program;
 - (iv) Neither the execution and delivery nor the performance of this Agreement by Two Rivers will violate or contravene any provision of the Two Rivers governing documents, or the ground leases related to the Two Rivers Program or any other agreement, document or document entered into by Two Rivers, nor adversely affect Two Rivers' status and good standing as described in clauses (i)(A.), (B.), (C.) or (D.) above;
 - (v) There is no litigation pending, or to the best of its knowledge threatened, against Two Rivers related to the Two Rivers Program, the Properties, or this Agreement; and

(vi) Two Rivers has good and marketable title to the Properties, subject in each case to:

- A. The related ground lease, including rights, title and interests of the ground lessee in and to the dwelling and other improvements on the Property,
- B. Recorded encumbrances, rights and interests accepted by Two Rivers at the time of, or following, acquisition of the Property by Two Rivers, and
- C. Restrictions imposed by Two Rivers or by third parties in connection with the Two Rivers Program.

b. Representations, Warranties and Covenants of LLC. LLC represents, warrants and covenants to and with Two Rivers as follows:

- (i) LLC is, and shall take all appropriate measures to assure that it remains, a limited liability company, validly organized and in good standing in the State of Minnesota;
- (ii) The sole member of LLC is, and shall remain, the Washington County Community Development Agency ("Agency");
- (iii) LLC has power to enter into this Agreement. By proper limited liability company action and proper Agency action, it has been duly authorized to execute, deliver and perform this Agreement. LLC has obtained all necessary consents (if any) relating to this Agreement pursuant to law and the requirements of its governing documents and the Agency;
- (iv) LLC has, or will secure at its own expense, all personnel to perform the LLC Services under this Agreement;
- (v) Neither the execution and delivery nor the performance of this Agreement by LLC will violate or contravene any provision of LLC governing documents nor any agreement, contract or document to which LLC or the Agency is a party; and
- (vi) There is no litigation pending, or to the best of the knowledge of LLC threatened, against LLC or the Agency relating to the Two Rivers Program, the Properties, or this Agreement.

3. Engagement of LLC; Scope of Services Provided by LLC. Two Rivers hereby engages LLC to perform, and LLC hereby agrees to perform, the LLC Services, pursuant to and in accordance with the terms and provisions of this Agreement.

The LLC Services to be performed for each six-month period during the term of this Agreement shall be those LLC Services authorized by Two Rivers and agreed to by LLC pursuant to the Work Plan Documents for the period in question. LLC and Two Rivers shall

jointly prepare any Work Plan Documents for consideration and formal approval by the Board. Work Plan Documents shall be prepared and presented for approval with adequate time for both the Two Rivers Board of Directors and the CLT, LLC Board of Directors to review and approve prior to the start date of the work plan; allowing time for discussion review and revision as necessary and appropriate.

4. **Term of Agreement.** The term of this Agreement shall be three years and three months from the Effective Date, subject to earlier termination as provided in Section 14. Two Rivers and LLC may extend this Agreement for additional terms to be negotiated and agreed upon by mutual consent. Said extension of terms shall be memorialized in writing and shall be subject to LLC and Board approvals.
5. **Compensation.** Compensation shall be payable by Two Rivers to LLC for LLC Services provided hereunder. LLC shall submit a monthly invoice to Two Rivers. Two Rivers shall pay the invoice within 30 days of receipt. Invoices shall include a summary of work performed, the total number of hours worked per week, and the rate of pay charged for the person performing the work. The hourly rates will be reviewed as part of the Work Plan Documents, or as needed based on LLC compensation rates determined no less than one month prior to the end of LLC fiscal year.

Two Rivers agrees to pay LLC for the following, including:

- a. Stewardship Services performed by a Homeownership Specialist, billed in ¼ hour increments, based on the work plan and the number of hours approved by the work plan. Payment for hours exceeding those approved by the work plan must be pre-approved by the Two Rivers Executive Director.
 - b. Development Services performed by a Project Manager billed in ¼ hour increments, based on the work plan and the number of hours approved by the work plan. Payment for hours exceeding those approved by the work plan must be pre-approved by the Two Rivers Executive Director.
 - c. The number of hours devoted by Staff to Other Services, and required to be compensated by Two Rivers under this Section 5, shall not exceed what has been approved in the work plan without prior approval by the Two Rivers Executive Director.
 - d. Reimbursement of additional expenses, if any, that are mutually determined necessary and as agreed to by both parties before incurring the additional expense.
6. **Two Rivers Obligations.** In addition to the obligations set forth elsewhere in this Agreement, Two Rivers hereby agrees as follows:
- a. The Board shall meet regularly to fulfill its governance obligations;
 - b. Two Rivers Executive Director agrees to meet with LLC staff, monthly to develop Work Plan Documents and monitor its implementation;
 - c. The Board will work with LLC to continue maximizing the efficiency and increasing

the capacity of Two Rivers' operations;

- d. Two Rivers shall maintain its own separate bank accounts and its own separate, complete, accurate financial, accounting, and audit files and records;
- e. Two Rivers shall timely comply with all applicable periodic reporting and filing requirements of the Secretary of State and Attorney General for Minnesota and Wisconsin, and timely complete and file Form 990 with the Internal Revenue Service; and
- f. Two Rivers will retain, at its own expense, an Executive Director and/or other personnel to manage its operations and perform Organizational Administrative Duties.

7. Board of Directors Matters; Approvals.

- a. LLC shall have the right to appoint no less than two (2) and no more than three (3) officers to the Two Rivers' Board of Directors as either Supporting or Resident Members as defined in the Two Rivers bylaws, and who will serve in a voluntary capacity and otherwise on the same basis as other directors of Two Rivers.
- b. Two Rivers Board approval by seventy five (75) percent of Two Rivers directors present, including the consent of at least two (2) LLC appointed directors, is required for the following items:
 - (i) Change to Two Rivers by-laws;
 - (ii) Approval of annual budget not later than December 1 of each year (including an operating budget that details the estimated revenue and expenses for the next fiscal year);
 - (iii) Work Plan Documents that detail anticipated stewardship activities and development activities including the purchase and sale of Properties;
 - (iv) Expenditures over \$50,000 not included in the Work Plan Documents;
 - (v) Purchase of Properties or undertaking of new programs not a part of previously approved Work Plan Documents;
 - (vi) Settlement of any claim or issue any litigation;
 - (vii) Apply for and execute any mortgage or lease for Two Rivers operations not related to a homeowner ground lease and not a part of previously approved Work Plan Documents;
 - (viii) Enter into any joint ventures or agreements with other entities not a part of previously approved Work Plan Documents; and
 - (ix) Conduct work in counties not previous approved or undertaken.

8. Independent Contractor; Costs and Expenses. LLC is an independent contractor separate from Two Rivers. Nothing contained in this Agreement is intended to create or establish the relationship of employer/employee, or partnership, or a joint venture between the parties.

- a. LLC, for the purposes of this Agreement, is an independent contractor and solely responsible for payment of all applicable salaries, wages, unemployment insurance premiums, FICA, retirement, life and medical insurance, workers' compensation insurance premiums and income tax withholdings, and other fringe benefits, for itself and its Staff.
- b. Two Rivers, for the purposes of this Agreement, is solely responsible for payment of all costs and expenses of Two Rivers and of the Two Rivers Program, including but not limited to:
 - (x) Salaries, wages, applicable unemployment insurance premiums, FICA, retirement, life and medical insurance, workers' compensation insurance premiums and income tax withholdings, and other fringe benefits, for itself and its employees, if any;
 - (xi) All capital costs of the Properties and the Two Rivers Program;
 - (xii) All costs incurred for maintenance, repair, cleaning, improvement (including capital improvements), and related work for the Properties and the Two Rivers Program;
 - (xiii) All charges of accountants, lawyers and other outside consultants retained by Two Rivers or by LLC in connection with the LLC Services, the Two Rivers Program or any Property;
 - (xiv) Licenses, fees, assessments, permits, certifications, inspections and other governmental requirements, and other charges in connection with the Properties or the Two Rivers Program;
 - (xv) All costs incurred for:
 - A. The engagement of outside vendors or parties for ordinary and necessary operations and services, including but not limited to those vendors and parties currently under contract with Two Rivers,
 - B. Advertising, dues, and publications,
 - C. The acquisition or marketing and resale of any Property, including commissions, fees, costs, and any cost or expense required to cure any title objection, and
 - D. Any other expenses attributable to or incurred with respect to the

Properties or the Two Rivers Program; and

- (xvi) All reasonable out-of-pocket disbursements of LLC in the course of performing the LLC Services, including out-of-pocket disbursements in excess of any applicable allowance provided therefor in Work Plan Documents as set forth in subsection d. of Section 5.
 - c. LLC shall be responsible for its own general and administrative overhead and general expenses incurred by LLC which are not related to, or allocable to, the Properties, the Two Rivers Program, or the LLC Services under generally accepted accounting principles. LLC shall not be required to expend any funds of LLC for the Properties, the Two Rivers Program, or otherwise in carrying out this Agreement, except as expressly provided in this Agreement.
 - d. Each party is to remain a separate legal entity and to demonstrate and preserve this separation by each maintaining its own:
 - (i) Managers, Governors or Board of Directors;
 - (ii) Letterhead;
 - (iii) Computer network and electronic and paper file system;
 - (iv) Bank accounts, funds and investments;
 - (v) Accountant, audit, and financial records;
 - (vi) Insurance; and
 - (vii) Website.
- 9. Collection and Deposit of Rents; Delinquencies.** Two Rivers will collect all rent payments and other amounts receivable, on Two Rivers account in connection with the ground leases. The process for collecting delinquent ground leases is described by policy adopted by the Two Rivers Board. The Two Rivers Executive Director may consult with the LLC regarding delinquencies of more than two months as it relates to the scope of work under Stewardship Services.
- 10. Disbursements of Two Rivers Funds.** Funds will be disbursed or transferred from Two Rivers' bank accounts only on the duly authorized signature or signatures of Two Rivers' signatories.
- 11. Data Practices Compliance.** Each party agrees to maintain data that it collects, creates or maintains in connection with this Agreement in compliance with Minnesota Government Data Practices Act, Minnesota State Statute, Chapter 13.
- 12. Ownership and Access of Documents and Materials.** All documents and materials necessary for LLC to complete its work under this Agreement shall be provided by Two

Rivers. All documents and materials developed by LLC in connection with this Agreement shall be provided to Two Rivers. Documents and materials created by LLC or Two Rivers under this Agreement will be owned by Two Rivers.

- 13. Indemnity and Hold Harmless.** Two Rivers shall indemnify, defend, and hold harmless the LLC, its governors, managers, officers, employees, agents, and other authorized persons acting within the scope of their authority, against all any and all loss, liability, lawsuit, claim, demand, damage, costs, judgment or expense (including but not limited to attorneys' fees and costs) relating to or arising from (directly or indirectly) the Two Rivers Program. Notwithstanding the foregoing, this Section 12 does not require Two Rivers to indemnify, defend, and hold harmless against a loss proximately caused by the gross negligence or willful misconduct of LLC. *Provided, however,* that Two Rivers' duty to defend shall extend to circumstances which arguably invoke coverage under this Section 12.
- 14. Insurance.** Two Rivers shall obtain and maintain insurance policies for comprehensive general liability, property damage, and automobile liability in commercially reasonable amounts. The identity of the insurer(s) and the amounts and terms of the policies are subject to the prior review and consent of LLC, such consent not be unreasonably withheld. Coverage under such policies shall be primary, shall specify no more than a reasonable deductible and shall name as additional insureds LLC, its commissioners, officers, employees, agents, and other authorized persons acting within the scope of their authority. Such policies shall include an undertaking by the issuer that it will not cancel, materially alter, or fail to renew such policies without thirty days' prior notice thereof to LLC. Two Rivers shall furnish LLC with a Certificate of Insurance evidencing that such insurance policies are in full force and effect and shall be in a form acceptable to LLC, which acceptance shall not be withheld unreasonably.
- 15. Termination.** Either party shall have the right to terminate this Agreement by giving the other 90 days written notice thereof. Termination of this Agreement by either party shall not affect or impair any rights or obligations that have accrued prior to the effective date of termination. Neither party, by electing to terminate, shall be deemed to have elected a remedy or waived any cause of action for damages or other relief. Within a reasonable time after termination, the parties shall account to each other with respect to all matters outstanding on the date of termination, shall satisfy and adjust all payments, allocations, and obligations owing between them, and shall deliver to the other party all records, papers, and property of each other in their possession.
- 16. Waiver.** No term or condition of this Agreement will be deemed waived or amended unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.
- 17. No Third-Party Beneficiaries.** The provisions of this Agreement are for the benefit of LLC and Two Rivers only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement.
- 18. Severability.** In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with the law of the jurisdiction, the remaining provisions of this

Agreement shall continue to be valid, enforceable and not be affected by such holding.

19. Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced according to the laws of the State of Minnesota.

20. Notices. Any notice, demand or other communication under this Agreement shall be sufficiently given if it is in writing and dispatched by first class mail, postage prepaid, overnight courier, or delivered personally, addressed as follows:

If to LLC:

Barbara Dacy, Chief Manager
c/o Washington County Community Development Agency 7645
Currell Blvd.
Woodbury, MN 55125
Telephone: 651-458-6556
Fax: 651-458-1696
E-mail: bdacy@wchra.com

If to Two Rivers:

Sherry
Timmermann, Goodpaster
Executive Director
7645 Currell Blvd.
Woodbury, MN 55125
651-994-9194
sherry@tworiversclt.org

Or at such other address as a party may from time to time designate in writing and forward to the others as provided in this paragraph.

21. Entire Agreement. This Agreement constitutes the entire agreement between LLC and Two Rivers with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the parties with respect to such matters.

22. Amendments. No other agreement, statement or promise made by any party and no amendment, modification or other change of any provision of this Agreement shall be effective unless in writing signed by LLC and Two Rivers.

23. Dispute Resolution. In the event of any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, the parties agree first to try to resolve the dispute through a joint meeting of their respective governing bodies. If the matter is not resolved, the parties agree to mediate, or use another form of alternative dispute resolution, with a mutually-agreeable neutral qualified under Rule 114, before resorting to litigation.

24. Binding Effect. This Agreement will be binding upon and inure to the benefit of LLC and

Two Rivers and their respective representatives, successors and assigns.

25. Counterpart Signatures. This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one Agreement dated the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

| | |
|--|--|
| <p>COMMUNITY LAND TRUST LIMITED LIABILITY COMPANY</p> <p>By: _____ Barbara Dacy General Manager</p> | <p>TWO RIVERS COMMUNITY LAND TRUST</p> <p>By: _____ Sherry Timmermann Goodpaster Executive Director</p> |
|--|--|

EXHIBIT A

Community Land Trust LLC and Two Rivers Community Land Trust Services Agreement

Homes Owned by Two Rivers Community Land Trust (TRCLT):

1. 159 Greenway AVE N, Oakdale, MN
2. 8745 Greenway AVE S, Cottage Grove, MN

Homes in TRCLT Portfolio; Improvements owned by Homeowners, Land owned by TRCLT:

1. 732 - 140th Lane NW, Andover, MN
2. 14360 - Partridge ST NW, Andover, MN
3. 272 - 2nd ST N, Bayport, MN
4. 9225 3rd ST NE, Blaine, MN
5. 6884 84th ST S, Cottage Grove, MN
6. 8107 Hyde Lane So , Cottage Grove, MN
7. 8468 Grenadier AVE S , Cottage Grove, MN
8. 8550 Imperial AVE S, Cottage Grove, MN
9. 8570 Hinton AVE S , Cottage Grove, MN
10. 8578 88th ST S , Cottage Grove, MN
11. 8655 Iden AVE N , Cottage Grove, MN
12. 8657 Ingersoll AVE S , Cottage Grove, MN
13. 8921 Indahl AVE S, Cottage Grove, MN
14. 9660 Heath AVE S, Cottage Grove, MN
15. 104 8th AVE NE, Forest Lake, MN
16. 1031 3rd ST SE, Forest Lake, MN
17. 1532 - 12th St NE, Forest Lake, MN
18. 6700 North Shore Trail N, Forest Lake, MN
19. 16595 3rd ST N, Lakeland, MN
20. 631 Paperjack Drive, New Richmond, WI
21. 1036 4th AVE, Newport, MN
22. 5866 Penrose AVE N, Oak Park Heights, MN
23. 14206 - 57 ST N, Oak Park Heights, MN
24. 194 Greystone AVE N, Oakdale, MN
25. 449 Guthrie Court, Oakdale, MN
26. 473 Granada AVE N, Oakdale, MN
27. 527 Greenway AVE N, Oakdale, MN
28. 694 Gentry AVE N, Oakdale, MN
29. 827 Greenway AVE N , Oakdale, MN
30. 829 Greenway AVE N, Oakdale, MN
31. 1116 Guthrie AVE N, Oakdale, MN
32. 1175 Greystone AVE N, Oakdale, MN
33. 2297 Helena Rd N, Oakdale, MN
34. 2332 Hamlet AVE N, Oakdale, MN
35. 4835 Hamlet AVE N, Oakdale, MN
36. 4843 Hamlet AVE N, Oakdale, MN
37. 4851 Hamlet AVE N, Oakdale, MN
38. 4859 Hamlet AVE N, Oakdale, MN
39. 4867 Hamlet AVE N, Oakdale, MN
40. 6259 50th ST N, Oakdale, MN
41. 6269 50th ST N, Oakdale, MN
42. 6279 50th ST N, Oakdale, MN
43. 6288 10th St N, Oakdale, MN
44. 6309 6th ST N, Oakdale, MN
45. 6719 7th ST N, Oakdale, MN
46. 6961 15 ST N , Oakdale, MN
47. 7401 44th ST N, Oakdale, MN
48. 8331 Fillmore ST NE, Spring Lake Park, MN
49. 1026 Marshall AVE, St Paul Park, MN
50. 1337 Gary DR, St Paul Park, MN

51. 201 Brick ST S, Stillwater, MN
52. 712 N Martha ST, Stillwater, MN
53. 1318 William ST N, Stillwater, MN
54. 6433 Rath DR, Woodbury, MN

Land Owned by TRCLT:

1. 6244 209th ST N, Forest Lake, MN
2. 6246 209th ST N, Forest Lake, MN
3. 6248 209th ST N, Forest Lake, MN
4. 6254 209th ST N, Forest Lake, MN
5. 6256 209th ST N, Forest Lake, MN
6. 6258 209th ST N, Forest Lake, MN
7. Lot 14, Block 1, Forest Lake, MN
8. Parcel A Lots 17 & 18 - 1352 3RD ST, St Paul Park, MN
9. Parcel B Lots 15 & 16 - 1352 3RD ST, St Paul Park, MN