

**CONSENT AND ESTOPPEL REGARDING DEVELOPMENT CONTRACTS
THE LAKES OF RADISSON**

Hans Hagen Homes, Inc., a Minnesota corporation (“Hagen”) is the developer under a Development Contract for The Lakes of Radisson 57th Addition dated October 24, 2013 (the “57th Addition Contract”), a Development Contract for The Lakes of Radisson 58th Addition dated April 1, 2014 (the 58th Addition Contract”), and a Development Contract for The Lakes of Radisson 54th Addition dated August 23, 2013, (the “54th Addition Contract”), all by and between the City of Blaine, a Minnesota municipal corporation (the “City”) and Hagen, relating to the development of certain real property described therein (the 54th Addition Contract, the 57th Addition Contract and the 58th Addition Contract are collectively referred to as 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. The cash escrows held by the City pursuant to the terms of the Development Contracts are in the following amounts:
 - a. \$58,740 for the 54th Addition Contract;
 - b. \$5,000 for the 57th Addition Contract; and
 - c. \$51,500 for the 58th Addition 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 and benefits of Hagen under the Development Contracts.
5. The individual signing below is duly authorized to sign this Estoppel on behalf of the City.

CITY OF BLAINE,
a Minnesota municipal corporation:

By: _____

Printed Name: Tom Ryan, Mayor

Date: _____

By: _____

Printed Name: Clark Arneson, City Manager

Date: _____