

CITY OF ORONO
HENNEPIN COUNTY, MINNESOTA

AMENDMENT NUMBER 2 TO
PLANNED UNIT DEVELOPMENT NO. 1 AGREEMENT FOR

East Willow Woods

Clifford L. Otten, Developer

THIS AGREEMENT, Made and entered into this _____ day of _____, 2003 by and between the City of Orono, a municipal corporation organized under the laws of the State of Minnesota (hereinafter called "City") and Clifford L. Otten and Louise W. Otten, husband and wife, their heirs, successors and assigns (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the Developer entered into an agreement dated April 23, 1990 (hereinafter called "Agreement") to develop East Willow Woods as a Planned Unit Development on all the terms and conditions set forth in that certain Agreement; and

WHEREAS, the Developer and the City amended the Agreement via an amendment dated October 12, 1998 (hereinafter called "Amendment No. 1") to allow for the construction of entrance monuments, a loading dock, and a greenhouse addition adjacent to the principal structure; and

WHEREAS, the Developer has requested a further Amendment (hereinafter "Amendment No. 2") to allow for the construction of an additional greenhouse roof section adjacent to the principal building and the greenhouse; and

WHEREAS, the City Council has granted approval for such Amendment No. 2, after a public hearing and consideration and recommendation by the Planning Commission.

NOW, THEREFORE, in consideration of the premises, and of the the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. Property description: Property description for Amendment No. 2 is the same as for the Agreement.
2. Zoning: Property continues to be zoned as a Planned Unit Development under the Orono planned unit development ordinance with underlying B-6 zoning.

Initials of Developer elo

Initials of City Clerk lww

3. Permitted uses: Amendment No. 2 allows the greenhouse roof addition as shown on Exhibit A. In order to minimize lighting impacts outside the property, greenhouse shall not have production lighting.
4. Site access: Site access remains unchanged from the Agreement.
5. Building Design and Construction: Building design and construction of the greenhouse roof addition in Amendment No. 2 shall be constructed according to the plans on file with the City of Orono.
6. Height: The height of the greenhouse roof addition shall match the height of the existing greenhouse roof system adjacent to the addition.
7. Signs: The signs and signage shall not be changed from the requirements of the Agreement.
8. Compliance: The obligations of compliance in the Agreement are extended to include this Amendment No. 2.
9. Binding Effect: The binding effect of the Agreement is extended to include this Amendment No. 2.
10. Notices: The notice provisions of the Agreement are extended to include this Amendment No. 2.
11. Incorporation by Reference: The plans, specifications and contracts for the improvements in the Agreement and for this Amendment No. 2 are made part of this Amendment No. 2.
12. Disclaimer by City: The Disclaimer in the Agreement is extended to this Amendment No. 2.
13. Hold Harmless and Indemnification: The Hold Harmless and Indemnification of the Agreement is extended to this Amendment No. 2.
14. Remedy for Default: The Remedy for Default in the Agreement is extended to this Amendment No. 2.
15. Controlling Agreement: The terms of this Amendment No. 2 will first control its reading, and it shall be read together with the terms of the Agreement and Amendment No. 1. These three documents shall control to the extent that there is any difference or ambiguity between and among them and other agreements between the City and the Developer.

Initials of Developer CRD
Initials of City Clerk lw

IN WITNESS WHEREOF, the City and the Developer have caused this agreement to be duly executed and to become effective on the day and year first above written.

In Presence of:

CITY OF ORONO

BY: Barbara A. Peterson
(Mayor)

BY: Linda S. Vee
(City Clerk)

PROPERTY OWNERS

DEVELOPER

Clifford L. Otten
Clifford L. Otten

Clifford L. Otten, Pres.
Clifford L. Otten, President of Otten Brothers
Nursery and Landscaping, Inc.

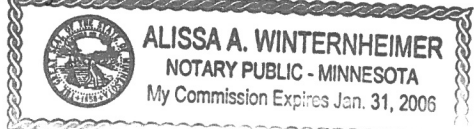
Louise W. Otten
Louise W. Otten

Reviewed for Administration by: _____ Dated: _____

Initials of Developer CLO
Initials of City Clerk lv

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me on this 13th day of October, 2003
by Barbara A. Peterson, Mayor of the City of Orono, a Minnesota municipal corporation and said
instrument was executed on behalf of the City.

Alissa A. Winterheimer
Notary Public


STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me on this 9th day of February, 2003
by Linda S. Vee, City Clerk of the City of Orono, a Minnesota municipal corporation and said
instrument was executed on behalf of the City.

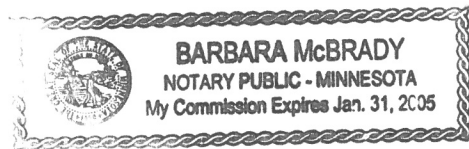

BARBARA G. SILUS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2008

Barbara G. Silus
Notary Public

Initials of Developer Cde
Initials of City Clerk lv

STATE OF MINNESOTA
COUNTY OF HENNEPIN

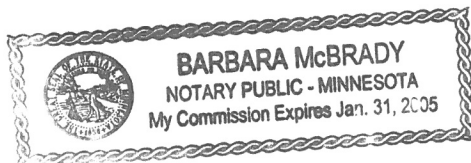
This instrument was acknowledged before me this 5th day of FEB, 2003
by Clifford L. Otten, husband of Louise W. Otten.



Barbara McBrady
Notary Public

STATE OF MINNESOTA
COUNTY OF HENNEPIN

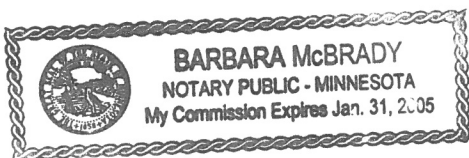
This instrument was acknowledged before me this 5th day of FEB, 2003
by Louise W. Otten, wife of Clifford L. Otten.



Barbara McBrady
Notary Public

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this 5th day of FEB, 2003
by Clifford L. Otten, President of Otten Brothers Nursery and Landscaping, Inc., a Minnesota
corporation, on behalf of the corporation.



Barbara McBrady
Notary Public

Initials of Developer CLO
Initials of City Clerk lsw