

**CITY OF ORONO
HENNEPIN COUNTY, MINNESOTA**

SCANNED

**AMENDMENT NUMBER 1 TO
PLANNED UNIT DEVELOPMENT NO. I AGREEMENT FOR**

East Willow Woods

Clifford L. Otten. Developer

THIS AGREEMENT, Made and entered in this 12th day of October 1998, by and between the City of Orono, a municipal corporation organized under the laws of the State of Minnesota (hereinafter called "City") and Clifford Otten, his 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 has requested an Amendment to the Agreement (hereinafter "Amendment 1") to allow for construction of a greenhouse addition adjacent to the existing principal structure and has requested to move the existing canopy; and

WHEREAS, the Developer has requested that such Amendment 1 further allow for construction of a loading dock within Outlot C, East Willow Woods; and

WHEREAS, the Developer has requested that such Amendment 1 further allow the entrance monuments constructed within Lots 1 and 2 East Willow Woods at the site entrance from Highway 12 to remain as constructed; and

WHEREAS, the City Council has granted approval for such Amendment 1, after a public hearing and consideration and recommendation by the Planning Commission,

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

1. Property description: Property description for Amendment 1 is the same as that for the Agreement.

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2. Zoning: Property continues to be zoned as a Planned Unit Development under the Orono planned unit development ordinance with underlying B-6 zoning.
3. Permitted Uses: Amendment 1 allows the greenhouse addition, relocated canopy and entrance monuments as shown on attached Exhibit A. In order to minimize lighting impacts outside the property, greenhouse shall not have production lighting.
4. Conditionally Permitted Use: Amendment 1 allows the loading dock in the location shown on attached Exhibit A to remain in place and used until such time as the City determines that the road easement on which it is situated shall be opened. If the City then requires that the loading dock be removed, Developer shall do so at Developer's expense.
5. Site Access: Site access remains unchanged from the Agreement.
6. Building Design and Construction: Building design and construction of the greenhouse and relocated canopy in Amendment 1 shall be constructed according to the plans on file with the City of Orono.
7. Height: The height of the greenhouse shall be 18 feet. The height of the canopy shall be _____ feet.
8. Signs: The signs and signage shall not be changed from the requirements of the Agreement.
9. Compliance: The obligations of compliance in the Agreement are extended to include this Amendment 1.
10. Binding Effect: The binding effect of the Agreement is extended to include this Amendment 1.
11. Notices: The notice provisions of the Agreement are extended to include this Amendment 1.
12. Incorporation by Reference: The plans, specifications and contracts for the improvements in the Agreement and for this Amendment 1 are made part of this Amendment 1.
13. Disclaimer by City: The Disclaimer in the Agreement is extended to this Amendment 1.

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14. Hold Harmless and Indemnification: The Hold Harmless and Indemnification of the Agreement is extended to this Amendment 1.
15. Remedy for Default: The Remedy for default in the Agreement is extended to this Amendment 1.
16. Controlling Agreement: The terms of this Amendment 1 will first control its reading, and it shall be read together with the terms of the Agreement. These two documents shall control to the extent that there is any difference or ambiguity between them and other agreements between the City and the Developer.

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STATE OF MINNESOTA)

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COUNTY OF HENNEPIN)

October

Jamie L Gernar



JAMIE L. GEMAR
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2000

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