

2132695

2528 754071  
754072  
754073

COPY

OFFICE OF THE REGISTRAR  
OF TITLES  
HENNEPIN COUNTY, MINNESOTA  
CERTIFIED FILED ON

OCT 26 1990

900 AM  
R. Ron Cohen  
REGISTRAR OF TITLES  
BY \_\_\_\_\_ DEPUTY

P.U.D. AGREEMENT #1  
EAST WILLOW WOODS

CITY OF ORONO  
HENNEPIN COUNTY, MINNESOTA



PLANNED UNIT DEVELOPMENT NO. I AGREEMENT FOR

East Willow Woods  
(Name of Development)

NOV 19 1990

Clifford L. Otten  
(Name of Developer)

THIS AGREEMENT, Made and entered into this 23rd day of April, 1990, 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 has made application to the City Council for approval of a Planned Unit Development rezoning application (PUD) and resolution no. 2692 of the City that granted preliminary approval of PUD, subdivision and plat approval for East Willow Woods, and commercial site plan approval; and

WHEREAS, the City Council has granted approval for such development on the condition that the Developer enter into this agreement to provide for conformance with the City's Planned Unit Development ordinance (PUD), all on the terms and conditions hereinafter set forth.

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: Lots 1 and 2, Block 1, and Outlots A, B, C and D, all East Willow Woods, according to the plat thereof on file in the office of the Registrar of Titles, Hennepin County, Minnesota (sometimes herein referred to as the "Property").
2. Zoning: The Property is zoned as a Planned Unit Development under the Orono planned unit development ordinance with underlying B-6 zoning. The Property may be hereinafter referred to as PUD-1.
3. Permitted Uses: The buildings and the signs shown on the site plan attached for which the Developer has requested

Initials of Developer CR  
Initials of City Clerk AMH

building permits are to be constructed only on Lot 1. The first floor of the main building, including its greenhouse portion, has approximately 24,644 square feet of space with the Developer initially proposing to use approximately 14,244 square feet for his business, leaving approximately 9,600 square feet of rental space. The second floor of the main building has approximately 9,600 square feet of space, of which the developer will use approximately 5,040 for his own business, leaving approximately 4,560 of rental space. The storage building, including covered storage, has approximately 7,200 square feet of space. The production greenhouses (approximately 4,920 square feet) are also shown on the site plan attached. The Developer's uses of Lot 1 specifically include sales, service and rental uses for a landscape and garden business, including yard and garden equipment, and supportive and related uses.

The permitted uses of Lot 1 include the Developer's above described specific uses, the zoning district B-6 permitted uses, and the zoning district B-1 permitted uses except arts and school supplies stores, barber and beauty shops, books, magazines, record shops, drugs, candy, ice cream, soft drinks, cosmetics and other usual drug store merchandise, dry cleaning and laundry pick-up stations including incidental pressing and repair, jewelry shops and repair, laundromats, music, newsstands, pipe and tobacco shops, retail foods, tailor shop, and wearing apparel. Other uses may be allowed subject to an amendment of this PUD.

Lot 2 may be used for the storage of plant, garden and landscape related supplies and materials in conjunction with the Developer's use of Lot 1. Lot 2 may also be used for zoning district B-6 permitted uses. In conjunction with Lot 1 use and under same ownership, Lot 2 may be improved with structures subject to City issuance of a conditional use permit and commercial site plan approval so long as such structures are built of the same materials and of the same quality as the developer's structures on Lot 1 and so long as such structures are greenhouses which are auxiliary to the Developer's business on Lot 1. Such conditional use permit shall require appropriate screening of the structures from Highway 12.

Users shall be obligated to conform to all applicable Orono ordinances and to the provisions of this PUD Agreement. The foregoing uses are permitted pursuant to this PUD Agreement.

4. Site Access: The present access to Lot 1 is via Highway 12 and Willow Drive. For the purposes of this PUD Lot 2 may only be accessed through Lot 1 and the ingress only access via Highway 12 and only so long as Lot 2 is owned

Initials of Developer *CPR*  
Initials of City Clerk *WHA*

and used by the owner of Lot 1 as part of the landscape and garden business on Lot 1.

For special assessment purposes relating to the construction of a road improvement on Outlot C, the Developer agrees that benefit to Lot 1 from the road will not take into account the presence of the existing Willow Drive access; the City agrees that the construction of the road on Outlot C will not require the Willow Drive access be closed.

The present access from Highway 12 to Lots 1 and 2 is approved as part of the PUD for ingress only. In its sole discretion the Orono city council by a three member vote may approve the right of egress but only upon the request of the owner of Lot 1.

If Lot 2 ceases to be owned and used by the owner of Lot 1 in conjunction with the use of Lot 1 or is developed independently, then Lot 2 shall be obligated to develop access via Outlot C unless the City in its sole discretion determines that alternative access is adequate.

5. Building Design and Construction: The improvements on said Lot 1 shall be constructed according to the plans on file with the City of Orono. The building plans show a main building with a partial second floor and an accessory building, and production greenhouses, all on said Lot 1. The exterior of the building shall be of a combination of tan and dark brown concrete blocks with split-face stone finish with trim of dark brown and green to match anodized aluminum with clear glazing used through area where plant materials are maintained. All accessory structures shall be of the same exterior finish and exterior colors as shown on elevation plans attached to this agreement.

To the extent Developer builds structures on Lot 2 for use in conjunction with his business on Lot 1, such structures on Lot 2 shall be constructed of the same materials and of the same quality as those on Lot 1.

6. Height: The portions of the flat roof are at a height of 30' or less. The two story portion of the building with the gabled roof is 32'6" to the peak, 21'8" to the eave, and 27' to the mid-point. The height of this building to the peak not to exceed 32'6" is permitted pursuant to this PUD Agreement.
7. Signs: The signs and signage in said Lot 1 shall conform to the Sign Plans (4 pages) dated April 5, 1990 on file with the City and are permitted pursuant to this PUD Agreement. In consideration of the fact that the said sign plans permit Developer's pylon sign to be closer to

Initials of Developer *CPO*  
Initials of City Clerk *[Signature]*

Willow Road than is otherwise permitted by ordinance, Developer agrees to relocate such sign at any time that either Willow Road is upgraded and such road upgrading in the opinion of the City makes the said pylon sign location a hazard, or prevents normal and customary road maintenance.

8. Compliance: At any time and from time to time the Developer may request that the City provide the Developer a certificate certifying that the terms and provisions of this Agreement have been complied with and that this PUD Agreement is in full force and effect with respect to the development for the purpose of facilitating sale, mortgage, insurance, or other matters. To the extent that there be any bona fide defaults in such compliance, the Developer shall be afforded a reasonable time to bring the development into conformance, and thereafter the City shall be obligated to provide such certificate.
9. Binding Effect: The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto. References herein to Developer, if there be more than one, shall mean each and all of them. This agreement at the option of the City shall be placed of record so as to give notice hereof to subsequent purchasers and encumbrancers of all or any part of the property.
10. Notices: Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by United States certified mail (return receipt requested) to the addresses set forth below. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

Notice to City  
City of Orono  
Clerk/Administrator  
P. O. Box 66  
Crystal Bay, MN 55323

Notice to Developer  
Clifford L. Otten  
P. O. Box 249  
Long Lake, MN 55356

11. Incorporation by Reference: All plans, specifications and contracts for the improvements furnished and let pursuant to this agreement shall be and hereby are made a part of this agreement by reference as fully as if set out herein in full.
12. Disclaimer by City: It is understood and agreed that the City, the City Council, and the agents and employees of the City shall not be personally liable or responsible in any manner to the Developer or Developer's contractors,

Initials of Developer *CP*  
Initials of City Clerk *AMH*

subcontractors, materialmen, laborers, or any other person, firm or corporation, for any debt, claim, demand, damages, actions, or causes of action of any kind or character, arising out of or by reason of the execution of this agreement or the performance and completion of the improvements.

13. Hold Harmless and Indemnification: The Developer shall indemnify and hold harmless the City, the City Council, and the agents and employees of the City from and against all claims, damages, losses or expenses, including attorney fees, which the City, City Council and agents and employees of the City may suffer or for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this agreement by the Developer, its employees, agents or subcontractors, whether or not caused in part by a party indemnified hereunder.
14. Remedy for Default: Default by the Developer of any of the terms of this agreement shall automatically result in the suspension or withholding of all permits, licenses, occupancy certificates or other authorizations issued by the City in connection with the property included in this development. The remedies afforded to the City under this Section shall be in addition to any other remedies to which the City may be entitled by law or other agreement. Default by the City shall entitle the Developer to seek injunctive/mandatory relief through the courts, together with other relief as the law may provide.
15. Controlling Agreement. To the extent that there is any difference or ambiguity between this Planned Unit Development Agreement and other agreements between the city and the developer, this Planned Unit Development Agreement shall control.

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

In Presence of:

CITY OF ORONO

Theresa L. Naab

By: [Signature]  
(Mayor)

City of Orono Deputy Clerk

By: [Signature]  
(City Clerk)



Initials of Developer CO  
Initials of City Clerk [Signature]

Sandra K Rodenz

Cheryl A. Pederson

Reviewed for Administration:

Date: April 23, 1990

DEVELOPER

Clifford L. Otten  
Clifford L. Otten

By: James A. Mahuth  
(City Official)  
Building and Zoning  
Administration

THIS INSTRUMENT WAS DRAFTED BY  
CITY OF ORONO  
P.O. BOX 66  
CRYSTAL BAY, MN 55223  
(name and address)

STATE OF MINNESOTA)  
) ss  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 23rd day of April, 1990 by Clifford L. Otten.



Sandra K Rodenz  
Notary Public

STATE OF MINNESOTA)  
) ss  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 23rd day of April, 1990 by James R. Grabek, Mayor, and Dorothy M. Hallin, City Clerk, of the City of Orono, a Minnesota municipal corporation, on behalf of the corporation.



Theresa L. Naab  
Notary Public

**TRANSFER ENTERED**  
DEPT. OF PROPERTY TAX & PUBLIC RECORDS

OCT 22 1990  
HENNEPIN COUNTY MINN.  
BY [Signature] DEPUTY

Initials of Developer CLO  
Initials of City Clerk [Signature]

ORONO

OTTEN

PUD AGREEMENT

INDEX

1. Plat of East Willow Woods
2. B-6 zoning standards
3. Plans:
  - Commercial Site Plan (with internal signage) dated 4/5/90
  - Grading, Drainage & Soil Erosion Control Plan printed 4/6/90
  - Slope Analysis printed 4/6/90
  - Landscape Plans 6/23/89
  - Elevations of main building/accessory building plans 1/4/90
4. Road and Utilities Easement over Outlot C



# EAST

McCOMBS FRANK ROOS ASSOCIATES, INC.

MAY 30 1996

Dr. James L. Garret

of \_\_\_\_\_, 19\_\_\_\_, by Paul A. Johnson, Land Surveyor.

\_\_\_\_\_  
 EUGENE PAUL, Assessor, Humboldt  
 By Commission Expires \_\_\_\_\_

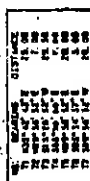
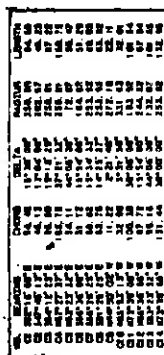
I hereby certify that the within plan of SAFETY VALVE exists and filed in this  
office this day of 19 at SAFETY VA.

**3. THE CHIEF, MINISTRY OF TITLES**

By \_\_\_\_\_

10-10-68

**R.T. DOC. NO.**



021 09 3

### QUALITY ASSURANCE / IMPROVEMENT AND SPECIAL PROGRAMS

WAS 3 FEET IN WIDTH AND ALLOWING LEFT LANE, SAVING STRENGTH INDICATED AND TO PREVENT WIDTH AND ALLOWING STREET LANE, INDICATING STRENGTH INDICATED AS BEING ON THE LEFT

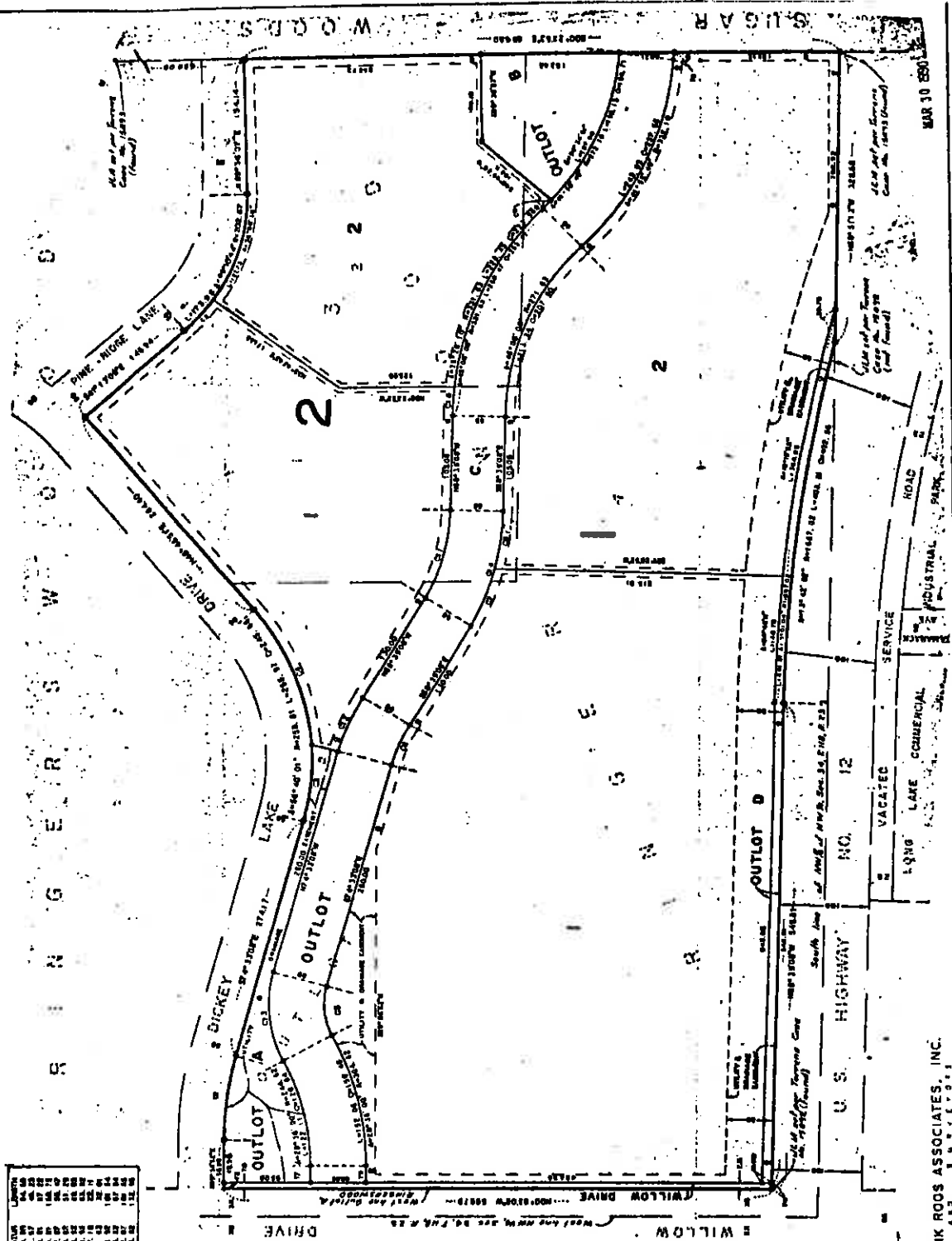
PROPERTY INFORMATION  
 02/10/2008 10:00 AM A R, ASSE

1534  
1535  
1536

McCOMBS FRANK ROOS ASSOCIATES, INC.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

**SHEET 2 OF 2 SHEETS:**



**SECTION 10.45 B-6 HIGHWAY COMMERCIAL DISTRICT**

Subd. 1. Purpose. The purpose of the B-6 Highway Commercial District is to provide a commercial district specifically tailored to accomplish the commercial development objectives of the Highway 12 Corridor Study Section of the Orono Comprehensive Plan.

Subd. 2. Application. All applicants for a building permit in any "B-6" Highway Business District shall be reviewed by the Council and referred to the Planning Commission for review.

Subd. 3. Permitted Uses. Within any "B-6" Highway Business District, no structure or land shall be used except for one of the following uses or uses deemed similar by the Council.

A. Offices (business and professional).

B. Banks and financial institutions.

C. Libraries.

D. Motels, and hotels.

E. Restaurants (Class I).

Subd. 4. Relationship with Chapter 10.53 Planned Unit Development. Other types of commercial uses and mixed use developments may be applied for through the planned unit development process. Applications that include commercial uses within the Highway 12 Corridor shall assume the B-6 District as the underlying zoning district.

**Conditional Use**

A. Within any "B-6" Highway Business District, no structure or land shall be used for one of the following uses except by conditional use permit:

1. Any business listed as a permitted use in the zone that includes a drive-thru condition.

Subd. 5. Accessory Uses. Within any "B-6" Highway

Business District, the following uses shall be permitted accessory uses:

A. Any accessory use as regulated in the "B-1" Business District.

Subd. 6. Area, Height, Lot Width, Setback Requirements and Design Requirements. The following minimum requirements shall be observed subject to additional requirements and exceptions contained in Section 10.52 of this Title.

A. Lot Area two acres

B. Lot Width 100 ft.

C. Setback - Principal Structure

|               |               |
|---------------|---------------|
| Front         | 30 (35) ft. * |
| Side Interior | 10 (35) ft.   |
| Side Street   | 30 (35) ft.   |
| Rear          | 30 (35) ft.   |

D. Setback - Accessory Structure

|               |               |
|---------------|---------------|
| Front         | 30 (35) ft. * |
| Side Interior | 10 (35) ft.   |
| Side Street   | 30 (35) ft.   |
| Rear          | 30 (35) ft.   |

E. Setback - Parking

|               |             |
|---------------|-------------|
| Front         | 15 (20) ft. |
| Side Interior | 5 (10) ft.  |
| Street Side   | 10 (15) ft. |
| Rear          | 10 (10) ft. |

Setbacks in parentheses apply adjacent to all residential districts.

\*30 (35) feet or 1 1/2 times the building height whichever is greater in determining front setbacks for principal and accessory structure only.

F. Drainage. No land shall be developed and no use

## 10.45

shall be permitted that results in water runoff causing floods, erosion, or deposits on adjacent properties. Site and drainage plans shall be submitted by the applicant in such detail as required by the Council and those plans shall be reviewed by the City Engineer before submission to the Planning Commission and Council for approval. Such runoff may be required to be properly channeled into a natural water course, ponding area, storm drain or other public facilities. Any change in grade affecting water runoff whether onto adjacent property or otherwise must be in compliance with the Surface Water Management Plan and shall be consistent with other applicable regulations or City Code provisions and subject to the approval of other agencies having jurisdiction over the area affected by the drainage.

G. Height. No structure or building shall exceed 2-1/2 stories or thirty feet in height except as provided in Section 10.75.

H. At least twenty five percent (25%) of the land area shall be landscaped with grass, approved ground cover, shrubbery and trees. At least three percent (3%) of the land area within a parking area shall be landscaped.

The following minimum sizes shall be required at the time of planting:

|                           |                          |
|---------------------------|--------------------------|
| Overstory Deciduous Trees | 2-1/2 inches in diameter |
| Ornamental Trees          | 1-1/2 inches in diameter |
| Coniferous Trees          | 6 feet tall              |
| Major Shrub Plantings     | 5 gallons                |

I. All trash and trash handling equipment shall be stored within the principal structure, within an attached structure accessible from within the principal structure, or totally screened from eye-level view from public streets and adjacent residential properties. If accessory structures are proposed, they shall be constructed of the same building material as the principal structure and be readily served through swinging doors.

J. Garages, accessory structures, screen walls and

## 10.45

exposed areas of retaining walls shall be of similar type, quality and appearance as the principal structure.

K. The ground level view of all mechanical utilities shall be completely screened from contiguous properties and adjacent streets, or designed to be compatible with the architectural treatment of the principal structure.

L. External loading and service areas must be completely screened from the ground level view from contiguous residential or commercial properties and adjacent streets, except at access points.

M. The light from automobile headlights and other sources shall be screened whenever it may be directed onto adjacent residential windows.



**Kilpatrick Associates Inc.**  
Architects  
305 West 11th Street  
St. Paul, MN 55102  
Tel: 612-222-0777  
Fax: 612-222-0778



**OTTEN BROS. NURSERY & LANDSCAPING**  
NEW FACILITY FOR  
WILLOW DRIVE & U.S. HIGHWAY 12  
CHANDLER, MINNESOTA 55809

**OTTEN BROS. NURSERY & LANDSCAPING**  
NEW FACILITY FOR  
WILLOW DRIVE & U.S. HIGHWAY 12  
CHANDLER, MINNESOTA 55809

**SHEET NO. 1**



- INDEX TO DRAWINGS**
- 1 SITE PLAN
  - 2 FIRST FLOOR PLAN
  - 3 SECOND FLOOR & ROOF PLANS
  - 4 EXTERIOR ELEVATIONS
  - 5 BUILDING & WALL SECTIONS
  - 6 DETAILS
  - 7 EQUIPMENT STORAGE BUILDING
  - 81 FOOTING/FOUNDATION PLAN
  - 82 LOWER ROOF/SECOND FLOOR FRAMING PLAN
  - 83 UPPER ROOF FRAMING PLAN
  - 84 EQUIPMENT STORAGE BUILDING

**LEGEND**

|     |  |
|-----|--|
| 1   | 1" = 10' - 0"                              |
| 2   | 1" = 20' - 0"                              |
| 3   | 1" = 40' - 0"                              |
| 4   | 1" = 80' - 0"                              |
| 5   | 1" = 160' - 0"                             |
| 6   | 1" = 320' - 0"                             |
| 7   | 1" = 640' - 0"                             |
| 8   | 1" = 1280' - 0"                            |
| 9   | 1" = 2560' - 0"                            |
| 10  | 1" = 5120' - 0"                            |
| 11  | 1" = 10240' - 0"                           |
| 12  | 1" = 20480' - 0"                           |
| 13  | 1" = 40960' - 0"                           |
| 14  | 1" = 81920' - 0"                           |
| 15  | 1" = 163840' - 0"                          |
| 16  | 1" = 327680' - 0"                          |
| 17  | 1" = 655360' - 0"                          |
| 18  | 1" = 1310720' - 0"                         |
| 19  | 1" = 2621440' - 0"                         |
| 20  | 1" = 5242880' - 0"                         |
| 21  | 1" = 10485760' - 0"                        |
| 22  | 1" = 20971520' - 0"                        |
| 23  | 1" = 41943040' - 0"                        |
| 24  | 1" = 83886080' - 0"                        |
| 25  | 1" = 167772160' - 0"                       |
| 26  | 1" = 335544320' - 0"                       |
| 27  | 1" = 671088640' - 0"                       |
| 28  | 1" = 1342177280' - 0"                      |
| 29  | 1" = 2684354560' - 0"                      |
| 30  | 1" = 5368709120' - 0"                      |
| 31  | 1" = 10737418240' - 0"                     |
| 32  | 1" = 21474836480' - 0"                     |
| 33  | 1" = 42949672960' - 0"                     |
| 34  | 1" = 85899345920' - 0"                     |
| 35  | 1" = 171798691840' - 0"                    |
| 36  | 1" = 343597383680' - 0"                    |
| 37  | 1" = 687194767360' - 0"                    |
| 38  | 1" = 1374389534720' - 0"                   |
| 39  | 1" = 2748779069440' - 0"                   |
| 40  | 1" = 5497558138880' - 0"                   |
| 41  | 1" = 10995116277760' - 0"                  |
| 42  | 1" = 21990232555520' - 0"                  |
| 43  | 1" = 43980465111040' - 0"                  |
| 44  | 1" = 87960930222080' - 0"                  |
| 45  | 1" = 175921860444160' - 0"                 |
| 46  | 1" = 351843720888320' - 0"                 |
| 47  | 1" = 703687441776640' - 0"                 |
| 48  | 1" = 1407374883553280' - 0"                |
| 49  | 1" = 2814749767106560' - 0"                |
| 50  | 1" = 5629499534213120' - 0"                |
| 51  | 1" = 11258999068426240' - 0"               |
| 52  | 1" = 22517998136852480' - 0"               |
| 53  | 1" = 45035996273704960' - 0"               |
| 54  | 1" = 90071992547409920' - 0"               |
| 55  | 1" = 180143985094819840' - 0"              |
| 56  | 1" = 360287970189639680' - 0"              |
| 57  | 1" = 720575940379279360' - 0"              |
| 58  | 1" = 1441151880758558720' - 0"             |
| 59  | 1" = 2882303761517117440' - 0"             |
| 60  | 1" = 5764607523034234880' - 0"             |
| 61  | 1" = 11529215046068469760' - 0"            |
| 62  | 1" = 23058430092136939520' - 0"            |
| 63  | 1" = 46116860184273879040' - 0"            |
| 64  | 1" = 92233720368547758080' - 0"            |
| 65  | 1" = 184467440737095516160' - 0"           |
| 66  | 1" = 368934881474191032320' - 0"           |
| 67  | 1" = 737869762948382064640' - 0"           |
| 68  | 1" = 1475739525896764129280' - 0"          |
| 69  | 1" = 2951479051793528258560' - 0"          |
| 70  | 1" = 5902958103587056517120' - 0"          |
| 71  | 1" = 11805916207174113034240' - 0"         |
| 72  | 1" = 23611832414348226068480' - 0"         |
| 73  | 1" = 47223664828696452136960' - 0"         |
| 74  | 1" = 94447329657392904273920' - 0"         |
| 75  | 1" = 188894659314785808547840' - 0"        |
| 76  | 1" = 377789318629571617095680' - 0"        |
| 77  | 1" = 755578637259143234191360' - 0"        |
| 78  | 1" = 1511157274518286468382720' - 0"       |
| 79  | 1" = 3022314549036572936765440' - 0"       |
| 80  | 1" = 6044629098073145873530880' - 0"       |
| 81  | 1" = 12089258196146291747061760' - 0"      |
| 82  | 1" = 24178516392292583494123520' - 0"      |
| 83  | 1" = 48357032784585166988247040' - 0"      |
| 84  | 1" = 96714065569170333976494080' - 0"      |
| 85  | 1" = 193428131138340667952988160' - 0"     |
| 86  | 1" = 386856262276681335905976320' - 0"     |
| 87  | 1" = 773712524553362671811952640' - 0"     |
| 88  | 1" = 1547425049106725343623905280' - 0"    |
| 89  | 1" = 3094850098213450687247810560' - 0"    |
| 90  | 1" = 6189700196426901374495621120' - 0"    |
| 91  | 1" = 12379400392853802748991242240' - 0"   |
| 92  | 1" = 24758800785707605497982484480' - 0"   |
| 93  | 1" = 49517601571415210995964968960' - 0"   |
| 94  | 1" = 99035203142830421991929937920' - 0"   |
| 95  | 1" = 198070406285660843983859875840' - 0"  |
| 96  | 1" = 396140812571321687967719751680' - 0"  |
| 97  | 1" = 792281625142643375935439503360' - 0"  |
| 98  | 1" = 1584563250285286751870879006720' - 0" |
| 99  | 1" = 3169126500570573503741758013440' - 0" |
| 100 | 1" = 6338253001141147007483516026880' - 0" |

**SITE PLAN NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
16. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
21. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
22. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
23. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
24. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
25. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
26. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
27. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
28. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
29. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
30. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
31. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
32. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
33. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
34. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
35. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
36. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
37. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
38. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
39. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
40. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
41. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
42. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
43. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
44. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
45. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
46. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
47. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
48. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
49. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
50. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
51. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
52. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
53. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
54. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
55. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
56. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
57. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
58. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
59. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
60. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
61. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
62. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
63. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
64. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
65. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
66. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
67. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
68. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
69. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
70. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
71. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
72. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
73. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
74. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
75. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
76. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
77. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
78. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
79. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
80. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
81. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
82. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
83. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
84. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
85. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
86. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
87. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
88. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
89. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
90. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
91. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
92. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
93. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
94. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
95. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
96. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
97. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
98. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
99. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
100. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**SITE PLAN**

1" = 10' - 0"

1" = 20' - 0"

1" = 40' - 0"

1" = 80' - 0"

1" = 160' - 0"

1" = 320' - 0"

1" = 640' - 0"

1" = 1280' - 0"

1" = 2560' - 0"

1" = 5120' - 0"

1" = 10240' - 0"

1" = 20480' - 0"

1" = 40960' - 0"

1" = 81920' - 0"

1" = 163840' - 0"

1" = 327680' - 0"

1" = 655360' - 0"

1" = 1310720' - 0"

1" = 2621440' - 0"

1" = 5242880' - 0"

1" = 10485760' - 0"

1" = 20971520' - 0"

1" = 41943040' - 0"

1" = 83886080' - 0"

1" = 167772160' - 0"

1" = 335544320' - 0"

1" = 671088640' - 0"

1" = 1342177280' - 0"

1" = 2684354560' - 0"

1" = 5368709138880' - 0"

1" = 10737418277760' - 0"

1" = 21474836555520' - 0"

1" = 42949673111040' - 0"

1" = 85899346222080' - 0"

1" = 171798692444160' - 0"

1" = 343597384888320' - 0"

1" = 687194769776640' - 0"

1" = 1374389539553280' - 0"

1" = 2748779079106560' - 0"

1" = 5497558158213120' - 0"

1" = 10995116316426240' - 0"

1" = 21990232632852480' - 0"

1" = 43980465265704960' - 0"

1" = 87960930531409920' - 0"

1" = 175921861062819840' - 0"

1" = 351843722125639680' - 0"

1" = 703687444251279360' - 0"

1" = 1407374888502558720' - 0"

1" = 2814749777005117440' - 0"

1" = 5629499554010234880' - 0"

1" = 11258999108020469760' - 0"

1" = 22517998216040939520' - 0"

1" = 45035996432081879040' - 0"

1" = 90071992864163758080' - 0"

1" = 180143985728327516160' - 0"

1" = 360287971456655032320' - 0"

1" = 720575942913310064640' - 0"

1" = 1441151885826620129280' - 0"

1" = 2882303771653240258560' - 0"

1" = 5764607543306480517120' - 0"

1" = 11529215086612961034240' - 0"

1" = 23058430173225922068480' - 0"

1" = 46116860346451844136960' - 0"

1" = 92233720692903688273920' - 0"

1" = 184467441385807376547840' - 0"

1" = 368934882771614753095680' - 0"

1" = 737869765543229506191360' - 0"

1" = 1475739531086459012382720' - 0"

1" = 2951479062172918024765440' - 0"

1" = 5902958124345836049530880' - 0"

1" = 11805916248691672099061760' - 0"

1" = 23611832497383344198123520' - 0"

1" = 47223664994766688396247040' - 0"

1" = 94447329989533376792494080' - 0"

1" = 188894659979066753584988160' - 0"

1" = 377789319958133507169976320' - 0"

1" = 755578639916267014339952640' - 0"

1" = 1511157279832534028679905280' - 0"

1" = 3022314559665068057359810560' - 0"

1" = 6044629119330136114719621120' - 0"

1" = 12089258238660272229439242240' - 0"

1" = 24178516477320544458878484480' - 0"

1" = 48357032954641088917756968960' - 0"

1" = 96714065909282177835513937920' - 0"

1" = 193428131818564355671027875840' - 0"

1" = 386856263637128711342055751680' - 0"

1" = 773712527274257422684111503360' - 0"

1" = 1547425054548514845368223006720' - 0"

1" = 3094850109097029690736446013440' - 0"

1" = 6189700218194059381472892026880' - 0"

1" = 12379400436388118762945784053760' - 0"

1" = 24758800872776237525891568107520' - 0"

1" = 49517601745552475051783136215040' - 0"

1" = 99035203491104950103566272430080' - 0"

1" = 198070406982209900207132544860160' - 0"

1" = 396140813964419800414265089720320' - 0"

1" = 792281627928839600828530179440640' - 0"

1" = 1584563255857679201657060358881280' - 0"

1" = 3169126511715358403314120717762560' - 0"

1" = 6338253023430716806628241435525120' - 0"

1" = 12676506046861433613256482871050240' - 0"

1" = 25353012093722867226512965742100480' - 0"

1" = 50706024187445734453025931484200960' - 0"

1" = 101412048374891468906051862968401920' - 0"

1" = 202824096749782937812103725936803840' - 0"

1" = 405648193499565875624207451873607680' - 0"

1" = 811296386999131751248414903747215360' - 0"

1" = 1622592773998263502496829807494430720' - 0"

1" = 3245185547996527004993659614988861440' - 0"

1" = 6490371095993054009987319229977722880' - 0"

1" = 12980742191986108019974638459955445760' - 0"

1" = 25961484383972216039949276919910891520' - 0"

1" = 51922968767944432079898553839821783040' - 0"

1" = 103845937535888864159797107679643566080' - 0"

1" = 207691875071777728319594215359287132160' - 0"

1" = 415383750143555456639188430718574264320' - 0"

1" = 830767500287110913278376861437148528640' - 0"

1" = 1661535000574221826556753722874297057280' - 0"

1" = 3323070001148443653113507445748594114560' - 0"

1" = 6646140002296887306227014891497188229120' - 0"

1" = 13292280004593774612454029782994376458240' - 0"

1" = 26584560009187549224908059565988752916480' - 0"

1" = 53169120018375098449816119131977505832960' - 0"

1" = 106338240036750196899632238263955011665920' - 0"

1" = 212676480073500393799264476527910023331840' - 0"

1" = 425352960147000787598528953055820046663680' - 0"

1" = 850705920294001575197057906111640093327360' - 0"

1" = 1701411840588003150394115812223280186654720' - 0"

1" = 3402823681176006300788231624446560373309440' - 0"

1" = 6805647362352012601576463248893120746618880' - 0"

1" = 13611294724704025203152926497786241493237760' - 0"

1" = 27222589449408050406305852995572482986475520' - 0"

1" = 54445178898816100812611705991144965972951040' - 0"

1" = 108890357797632201625223411982289931945902080' - 0"

1" = 217780715595264403250446823964579863891804160' - 0"

1" = 435561431190528806500893647929159727783608320' - 0"

1" = 871122862381057613001787295858319455567216640' - 0"

1" = 1742245724762115226003574591716638911134433280' - 0"

1" = 3484491449524230452007149183433277822268866560' - 0"

1" = 6968982899048460904014298366866555644537733120' - 0"

1" = 13937965798096921808028596733733111289075466240' - 0"

1" = 27875931596193843616057193467466222578150932480' - 0"

1" = 55751863192387687232114386934932445156301864960' - 0"

1" = 111503726384775374464228773869864890312603729920' - 0"

1" = 223007452769550748928457547739729780625207459840' - 0"

1" = 446014905539101497856915095479459561250414919680' - 0"

1" = 8920298110782029957138301909589191225008298







SHEET NO. 7

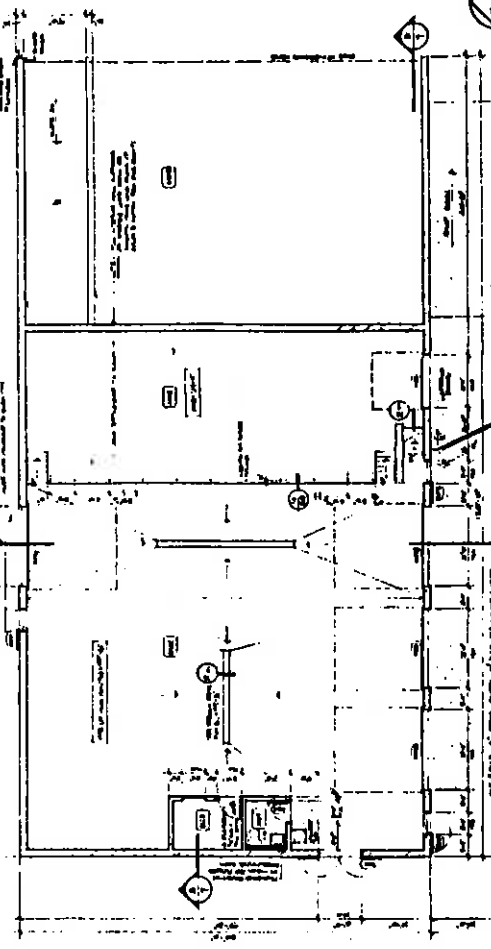
OTTEN BROS. NURSERY & LANDSCAPING  
NEW FACILITY FOR  
10000 DRIVE S.E. HIGHWAY 13  
CHICAGO, MINNESOTA 55425



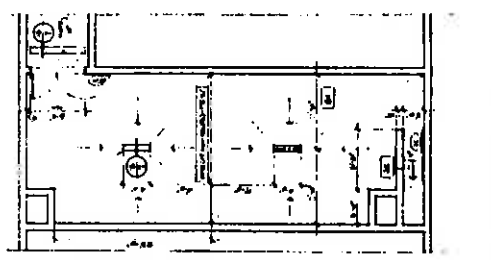
Kistofsky Associates Inc. Architects  
300 UNIVERSITY AVE. S.E.  
MINNEAPOLIS, MN 55402



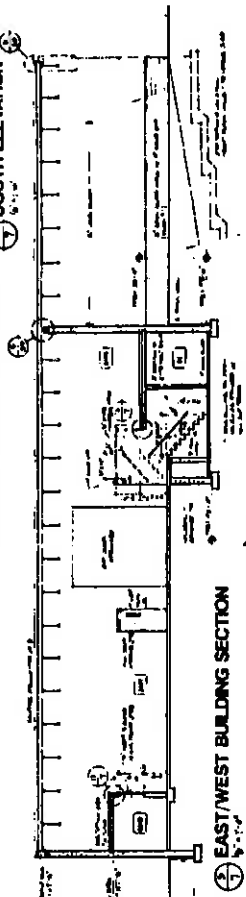
MAIN LEVEL FLOOR PLAN



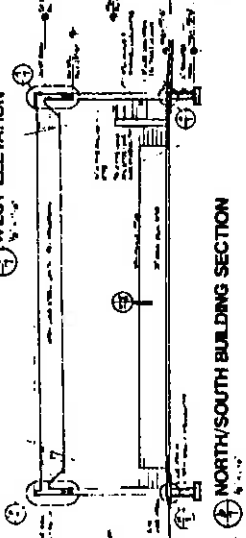
BASEMENT PLAN



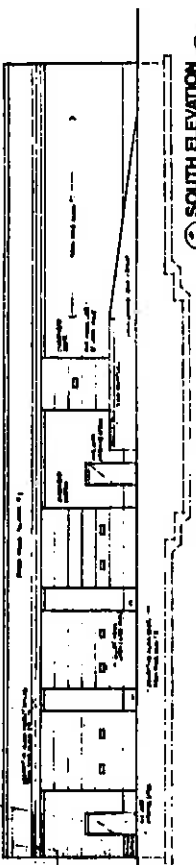
EAST/WEST BUILDING SECTION



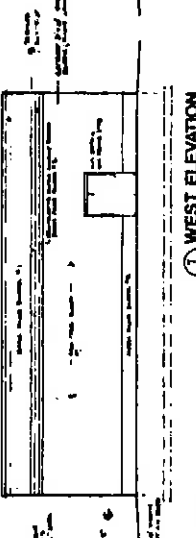
NORTH/SOUTH BUILDING SECTION



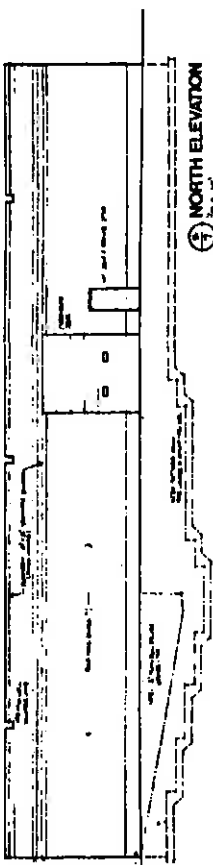
④ SOUTH ELEVATION



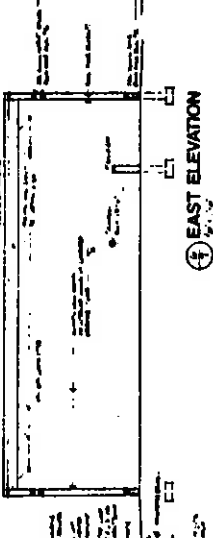
④ WEST ELEVATION

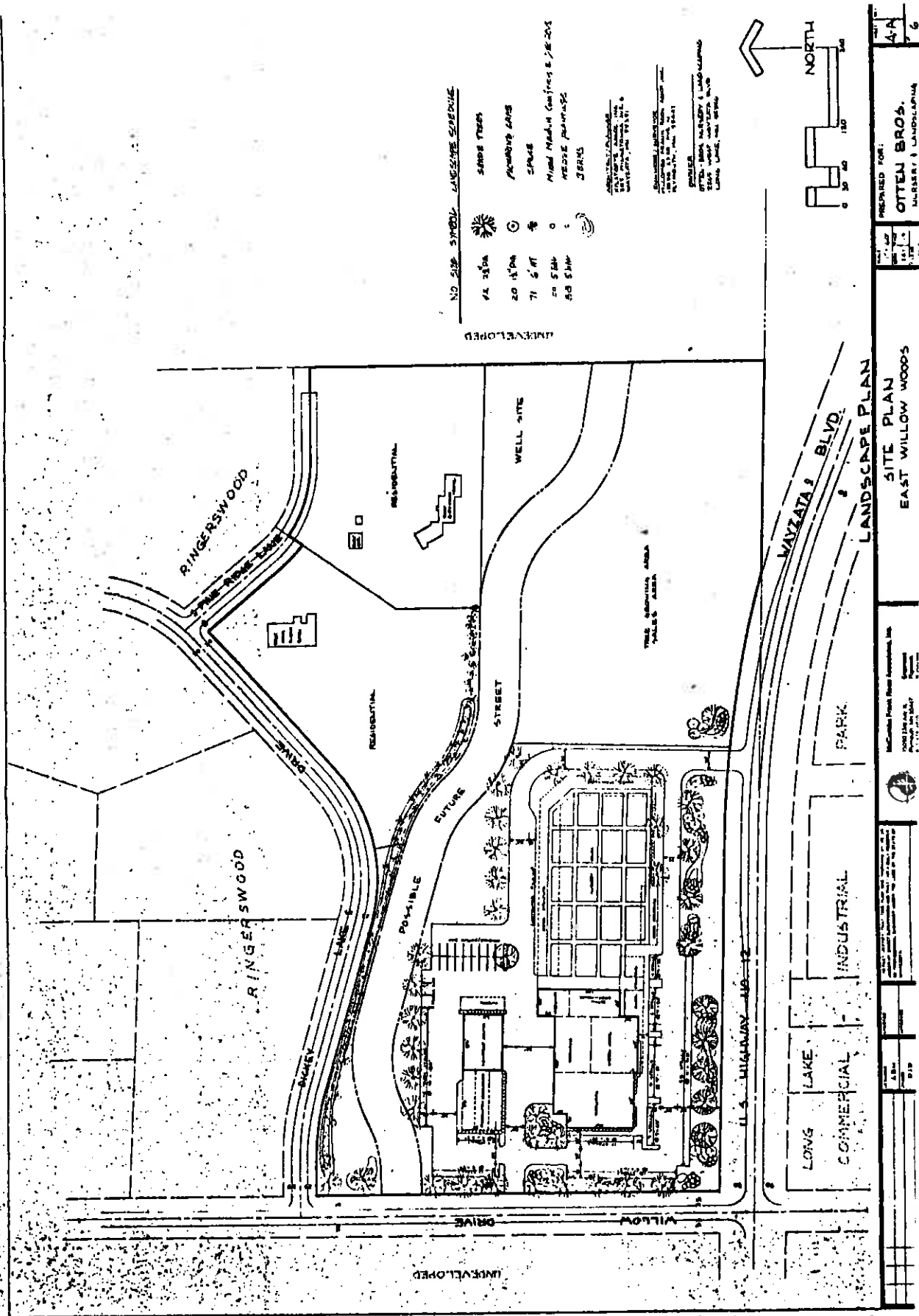


④ NORTH ELEVATION

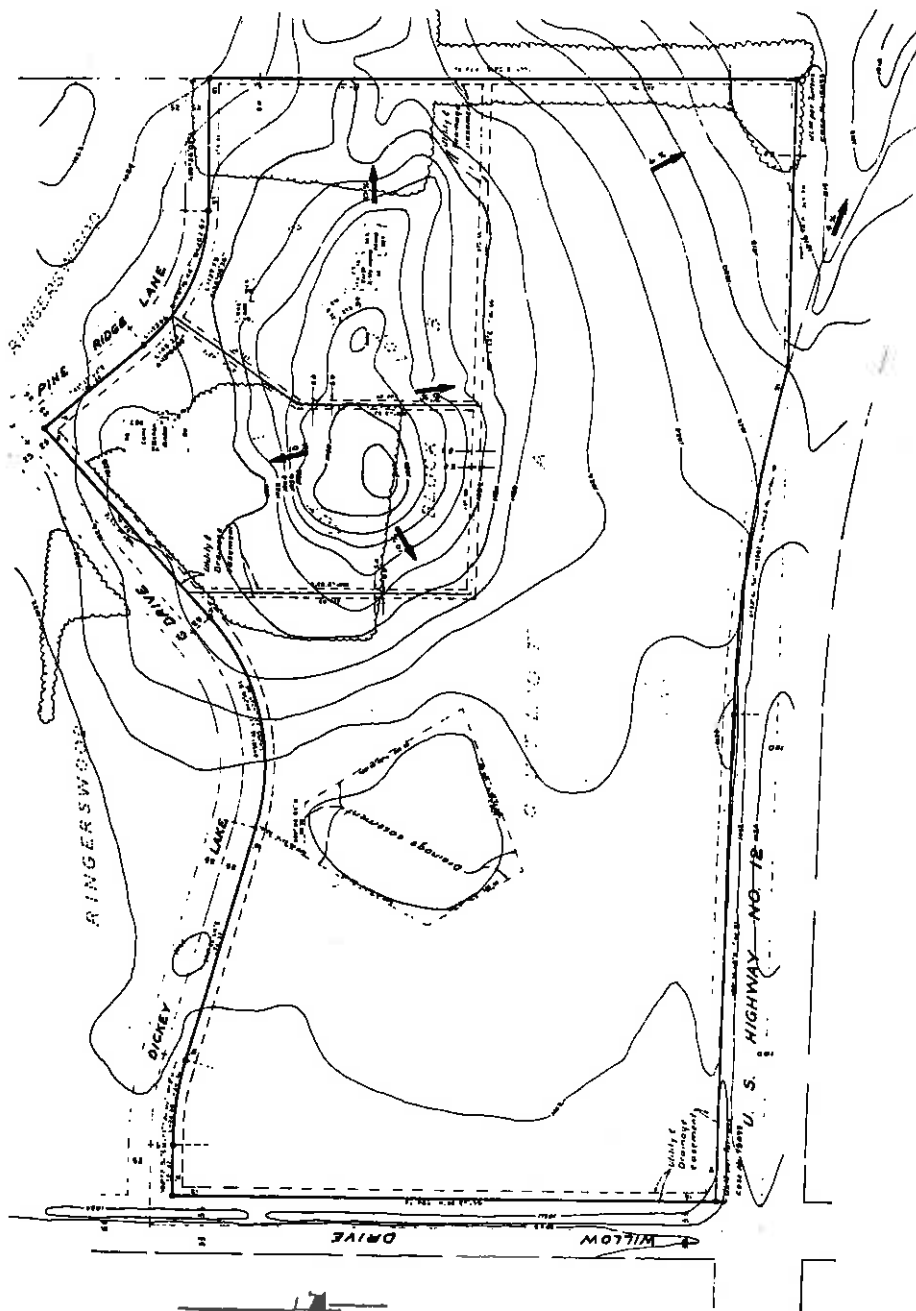


④ EAST ELEVATION





NOTE: EXISTING TOP SURFACE FROM A  
 SURVEY OF THE AREA  
 BY THE U.S. ARMY  
 CORPS OF ENGINEERS  
 DATE OF SURVEY 1953



PRINTED  
 APRIL 1954  
 1717

# SLOPE ANALYSIS EAST WILLOW WOODS ORONO, MINNESOTA

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.  
 McGraw-Hill Construction Information, Inc.

PREPARED FOR:  
 OTTEN BROS.  
 ROBERT F. LINDENBERG

DATE: 1-1-54  
 SHEET: 12  
 TOTAL: 1031

SCALE: 1" = 40'

PROJECT: 1717

DATE: 1-1-54

SHEET: 12

TOTAL: 1031

SCALE: 1" = 40'

PROJECT: 1717

DATE: 1-1-54

SHEET: 12

TOTAL: 1031

SCALE: 1" = 40'

PROJECT: 1717

DATE: 1-1-54

SHEET: 12

TOTAL: 1031

SCALE: 1" = 40'

PROJECT: 1717

DATE: 1-1-54

SHEET: 12

TOTAL: 1031

SCALE: 1" = 40'

PROJECT: 1717

DATE: 1-1-54

SHEET: 12

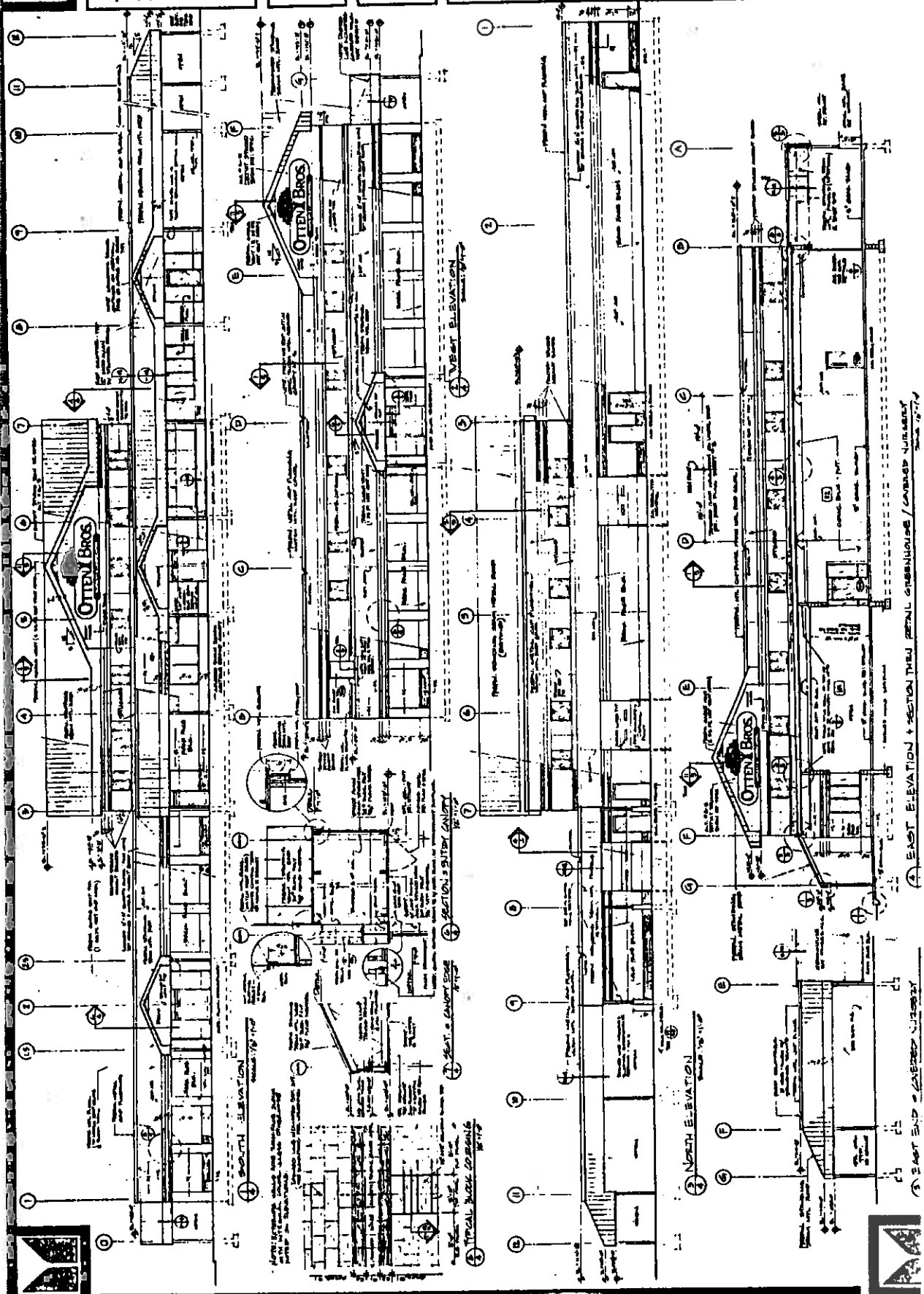
TOTAL: 1031



SHEET NO. 4  
DATE: 05/17/10  
BY: J. L. BROS.

OTTEN BROS. NURSERY & LANDSCAPING  
200 W. 10th St. S. Ste. 100  
Minneapolis, MN 55404  
Phone: 612-338-8888

Kistofsky Associates Inc.  
architects  
200 W. 10th St. S. Ste. 100  
Minneapolis, MN 55404  
Phone: 612-338-8888



**ROAD AND UTILITIES EASEMENT**

THIS INDENTURE, made this \_\_\_\_\_ day of  
April, 1990, by \_\_\_\_\_ and \_\_\_\_\_ between  
Clifford L. Otten and Louise Wakefield Otten, husband and wife hereinafter  
referred to as "Grantor(s)", and the City of Orono, a municipal  
corporation, under the laws of the State of Minnesota, hereinafter  
referred to as "Grantee".

WITNESSETH, that Grantor(s), in consideration of the sum of  
One Dollar (\$1.00) and for other good and valuable consideration given  
by Grantee, the receipt of which is acknowledged by Grantor(s), do(es)  
hereby grant, bargain, sell and convey to Grantee, its successors and  
assigns, an easement for for public ingress, egress, access, road and  
utilities purposes and uses, on, across and under the land in the County  
of Hennepin and State of Minnesota, as follows:

See Exhibit A attached

including, but not by way of limitation, a full and free right and  
authority to enter upon said land to construct, install, maintain,  
operate, and repair a sanitary sewer interceptor, lift station, main  
or line, a water main or line, gravel or paved road and any and all  
appurtenances including drainage control structures, incidental and  
related thereto, (such are hereafter collectively referred to as the  
Improvement), and the Grantee shall have the right to make such use of  
said land as is reasonably necessary and advisable to the construction  
installation, maintenance, operation and repair of the Improvement.

In addition to any other remedy the Grantee may have, the  
covenants and restrictions contained herein may be enforced by  
injunction.

TO HAVE AND TO HOLD said easement unto said Grantee, its  
successors and assigns, permanently.

The Grantor(s) herein certify that the lands herein  
described are free and clear of all encumbrances except:

\_\_\_\_\_  
\_\_\_\_\_  
IN WITNESS WHEREOF, said Grantor(s) have set their hand(s) on  
the day and year first above written.

\_\_\_\_\_  
Clifford L. Otten

\_\_\_\_\_  
Louise Wakefield Otten

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this \_\_\_\_\_ day of April, 19<sup>90</sup>,  
before me personally appeared Clifford L. Otten and Louise  
Wakefield Otten, husband & wife to me known to be the person(s) described in  
and who signed the foregoing instrument, and acknowledged that they  
executed same as their free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

STATE DEED TAX DUE HEREON:

This Instrument was drafted by:

POPHAM, HAIK, SCHNOBRICH, KAUFMAN & DOTY  
4344 IDS Center  
Minneapolis, MN 55402  
(612) 335-9331

## EXHIBIT A

Outlot C, East Willow Woods, subject to the restriction that no road shall be constructed thereon until:

1. such time as the Grantor, his heirs, successors or assigns, requests same, or
2. until such time as an east-west frontage road is constructed from Willow Drive through East Willow Woods and Sugar Woods to Brown Road with one southerly extension from Sugar Woods to Highway 12 and another southerly extension to Highway 12 to line up with Brimhall Lane, or
3. upon the rezoning of Lots 1 and 2, Block 2, East Willow Woods to a commercial zoning district, or
4. upon the development of Lot 2, Block 1, East Willow Woods separate from the ownership and uses of Lot 1, Block 1, East Willow Woods wherein access to Lot 2 shall be via Outlot C unless the City in its sole discretion determines that alternative access is adequate for said Lot 2.

At such time as a road is constructed on Outlot C, Outlot C may also be used for trail purposes.

If and to the extent that all or any part of Outlot C is vacated, such vacated portion shall inure to the benefit of the adjacent portions of Lots 1 and 2, Block 1, East Willow Woods, and not to the lands lying northerly of Outlot C.