

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (referred to herein as the "Amendment Agreement") is entered into this 14th day of February, 1995, between the City of White Bear Lake (hereafter "City"), a municipal corporation, and the Cottage Park Homeowners' Association, a Minnesota non-profit corporation (hereafter "Association") acting on behalf of all owners of residential property encompassed by the plat of Cottage Park.

RECITALS

WHEREAS, the plat of Cottage Park, Ramsey County, recorded in 1882 in Book Q of Town Plats, page 8, reserves Park A and Block B for the free use and enjoyment of the owners of lots and blocks in Cottage Park;

WHEREAS, the township of White Bear Lake acquired parts of Park A and Block B (hereafter "the Subject Property") by certain tax forfeiture proceedings, the validity of which has been contested by the Association and certain members thereof; the legal description of the Subject Property is set forth on Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, the City, through annexation, is the successor to the Township of White Bear to the Subject Property;

WHEREAS, the Association claimed that the owners of property on the plat of Cottage Park have continuously utilized certain areas of the Subject Property, and have otherwise used and enjoyed the Subject Property and the riparian rights incidental thereto;

WHEREAS, the City claimed that the Subject Property has not been actively used by the Association or the residents of Cottage Park, said area consisting primarily of open natural space containing wildlife, trees, and other vegetation;

WHEREAS, to resolve these disputes the parties entered into that certain Declaration of Easements, Uses and Limitations dated October 18, 1983, and filed of record in the office of the Ramsey County Recorder on May 4, 1984, as Document No. 2219607 (the "Easement Declaration"); and

WHEREAS, the parties desire to ratify and confirm said Easement Declaration, and to amend the same by this Amendment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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Instru #	0050
Filing fee	19.50
Rec copy	_____
Cor copy	_____
Initials	DT
Pd by/bill	ack

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ORDER
RAMSEY COUNTY MN
FILED ON

APR 14 10 44 AM '95

COURT CLERK
BY yl DEPUTY

1. **OWNERSHIP.** The City is and shall be deemed to be the fee owner of the Subject Property, subject to the Easement Declaration and this Amendment Agreement. By quitclaim deed, executed and filed immediately after this Amendment Agreement, the Association shall transfer and convey to the City any and all other interests it may have in the Subject Property, accruing by deed, easement, operation of law, or otherwise, reserving its rights under the Easement Declaration and this Amendment Agreement. It is the intent of the parties that by the City retaining fee title to the Subject Property that no taxes or assessments shall be imposed on the Association relating to the Subject Property.

2. **AMENDMENT TO EASEMENTS.**

a. **Association Easement.** The provisions of the Association Easement described in Section 1 of the Easement Declaration are hereby amended by adding to the end thereof the following sentence:

Notwithstanding the foregoing, the easement conveyed and granted in favor of the Cottage Park Homeowners' Association does not include that portion of the Subject Property lying westerly of the northwesterly extension of the northeasterly line of Lot 13, Cottage Park, Ramsey County, Minnesota.

b. **Nature Preserve Easement.** The provisions of the Nature Preserve Easement set forth in Section 2 of the Easement Declaration are hereby amended by adding the following subsection "g)":

g) This Nature Preserve Easement does not relinquish the City's riparian rights accruing to the Nature Preserve Easement area and docks from other areas may not be extended to violate such riparian rights.

c. **Pedestrian Walkway Easement.** The provisions of the Pedestrian Walkway Easement set forth in Section 3 of the Easement Declaration are hereby amended by replacing and superseding subsection "b)" thereof with the following subsection "b)" to read in its entirety as follows:

b) In order to preserve the natural state of the general area, nothing shall be placed or constructed on the pedestrian walkway except an identification sign not exceeding four hundred (400) square inches and, at the request Cottage Park Homeowners' Association or property owners abutting the walkway, reasonable fences or barriers which will direct users along the walkway. Said improvements shall be designed and constructed in a fashion which does not unreasonably impact the aesthetics of the area.

3. OTHER TERMS AND CONDITIONS.

a. Documents and Survey. The parties agree to execute and deliver any conveyancing documents necessary to accomplish the Easement Declaration and this Amendment Agreement. The City shall survey the Subject Property in order to locate the necessary stakes and points and to verify legal descriptions for various easement areas.

b. Registration Proceedings. It is understood by the parties that this Easement Declaration and this Amendment Agreement constitute the compromise of doubtful and disputed claims. The registration proceedings commenced by the City in Ramsey County District Court, Court File No. 11953, shall be dismissed by the City if not successfully concluded, subject to the Easement Declaration and this Amendment Agreement, by December 1, 1995, and if not so successfully completed the parties will execute all documents and shall take all action necessary to accomplish the dismissal of that action consistent with the Easement Declaration and this Amendment Agreement. Any such title registration shall be subject to the rights of the Association and the City under the Easement Declaration and this Amendment Agreement.

c. Filing of Amendment Agreement. This Amendment Agreement shall be filed by the City with the Ramsey County Recorder.

d. Entire Agreement. The Easement Declaration and this Amendment Agreement contain the entire agreement between the parties with respect to the compromise and settlement of all disputes between them with respect to the Subject Property. The Easement Declaration and this Amendment Agreement may only be modified or amended by the written agreement of the parties.

Except as expressly modified by this Amendment Agreement, the terms and conditions of the Easement Declaration remain unamended and in full force and effect, and the parties hereby ratify and confirm the validity and effectiveness of the Easement Declaration and this Amendment Agreement. The City hereby represents that the actions necessary to be taken by the City Council or others at the City of White Bear Lake to ratify and authorize the Easement Declaration and to enter into this Amendment Agreement have taken place, and that the Easement Declaration as amended by this Amendment Agreement are binding and enforceable against the City.

e. Perpetual Easements. The parties agree that the easements and provisions set forth in the Easement Declaration, as amended by this Amendment Agreement, are perpetual and that neither the Easement Declaration nor this Amendment Agreement are subject to the 30-year limitations set forth in Minn. Stat. 500.20, subd. 2(a). The reasons that the easements and provisions are not subject to the 30-year limitation include, but are not limited to: (1) the Easement Declaration and this Amendment Agreement create and define easements and are not merely covenants, conditions and restrictions, (2) the easements and provisions were created

before August 1, 1988, by instrument dated on or after August 1, 1982, and (3) the easements and provisions in favor of the Association authorize and empower the Association to hold title thereto for the benefit of the parcels in the plat of Cottage Park.

CITY OF WHITE BEAR LAKE

By: Ernie McCarty
 Its: Mayor
 Dated: 2/14/95

By: [Signature]
 Its: City Manager
 Dated: February 14, 1995

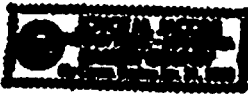
COTTAGE PARK HOMEOWNERS' ASSOCIATION

By: [Signature]
 Its: President
 Dated: 3-16-95

By: [Signature]
 Its: Secretary
 Dated: 3.16.95

STATE OF MINNESOTA)
COUNTY OF Ramsey)SS.

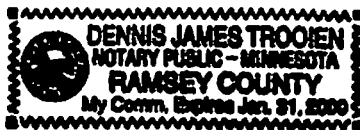
The foregoing instrument was acknowledged before me on the 14th day of February, 1995 by Ernie McCarty, Acting the Mayor of the City of White Bear Lake and by Mark Sather, the City Manager of the City of White Bear Lake, on behalf of the City of White Bear Lake.



[Signature]
Notary Public

STATE OF MINNESOTA)
COUNTY OF Ramsey)SS.

The foregoing instrument was acknowledged before me on the 16th day of March, 1995 by James Wall, the President and by Janet Johnson, the Secretary of Cottage Park Homeowners' Association, a Minnesota non-profit corporation, on behalf of the corporation.



[Signature]
Notary Public

DRAFTED BY:

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333 South 7th Street
Minneapolis MN 55402
(612) 342-2323

RETURN TO

EXHIBIT A

That part of Block A, and accretions thereto, and that part of Block B, "Cottage Park", all described as beginning at the intersection of the Southerly shoreline of White Bear Lake with the extension Northwesterly of the Easterly line of Lot 13, Block 1, said "Cottage Park"; thence Southeasterly along said extended lot line to the Northeast corner of said Lot 13; thence Southeasterly along the Easterly line of said Lot 13 to the Southeast corner of said Lot 13; thence Northeasterly 10 feet to the Southwest corner of Lot 14, said Block 1; thence Northwesterly along the Westerly line of said Lot 14 to the Northwest corner of said Lot 14; thence Northeasterly along the Northerly lines of Lots 14 to 19, inclusive, said Block 1, to the Northeast corner of said Lot 19; thence Southeasterly along the Easterly line of said Lot 19 to the Southeast corner of said Lot 19; thence Southeasterly deflecting to the left 00 degrees 08 minutes 56 seconds a distance of 33.16 feet; thence East, deflecting to the left 69 degrees 48 minutes 09 seconds a distance of 1.63 feet; thence on a tangential curve to the right having a radius of 146.6 feet to an intersection with the extension Southwesterly of the Northwesterly line of Lot 1, Block 2, "Cottage Park"; thence Northeasterly along said last described line to the Southwest corner of said Lot 1; thence Northwesterly, deflecting to the left 90 degrees 35 minutes 23 seconds, a distance of 9.78 feet; thence Northeasterly, deflecting to the right 90 degrees 38 minutes 20 seconds, to the shoreline of White Bear Lake; thence Westerly, Southerly, Southeasterly and Southwesterly along said shoreline to the point of beginning.