

COPY

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
COURT FILE NO. 11953

In the Matter of the Application  
of City of White Bear Lake, a  
municipal corporation, to Register  
the Title to Certain Real Estate  
Situated in Ramsey County,  
Minnesota,

Plaintiff,

v.

AMENDED AND RESTATED  
STIPULATION AND  
CONSENT TO ENTRY OF  
JUDGMENT

Town of White Bear Lake, et al.,  
Defendants.

THIS AMENDED AND RESTATED STIPULATION is entered into  
this \_\_\_\_\_ day of \_\_\_\_\_, 1987 between the City of  
White Bear Lake ("City"), a municipal corporation, and the  
owners of residential property encompassed by the plat of  
Cottage Park ("Owners").

ADDITIONAL RECITALS

WHEREAS, the City and the Cottage Park Homeowners'  
Association, a Minnesota non-profit corporation, entered into  
a Stipulation and Consent to Entry of Judgment on the 18th  
day of October, 1983; and

WHEREAS, the Owners are the only members of, and fully

comprise the Cottage Park Homeowners' Association, and include all the individual defendants in this matter; and

WHEREAS, the City, the Owners and the Association wish to amend and restate the terms of that Stipulation by the execution of this Amended and Restated Stipulation.

NOW, THEREFORE, this Amended and Restated Stipulation and Consent to Entry of Judgment shall supersede and replace in all regards the Stipulation previously executed on October 18, 1985.

#### 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 acquired parts of Park A and Block B by certain tax forfeiture proceedings, the validity of which has been contested by the Owners, the Association and certain members thereof;

WHEREAS, the City of White Bear Lake, as successor to the Township of White Bear, has brought a proceeding to register title to certain parts of Block B and Park A ("Subject Property"), all of which is legally described on the attached Exhibit A;

WHEREAS, all of the owners of property in Cottage Park have been served with a summons of this registration proceeding because of the possible rights granted by said

plat of Cottage Park;

WHEREAS, the residents of Cottage Park claim to have continuously utilized certain areas of the Subject Property, maintained the grounds, constructed docks, and otherwise used and enjoyed the Subject Property and the riparian rights incidental thereto;

WHEREAS, the City claims that the Subject Property has not been actively used by the residents of Cottage Park, said parts now containing no permanent improvements and consisting mainly of open, natural space containing wildlife, trees, and other vegetation;

WHEREAS, the rights of the parties to the use and enjoyment of the Subject Property is disputed in this matter; and

WHEREAS, the parties desire to settle this matter on the basic principle that the use of the Subject Property shall remain substantially similar to the present use, subject to the conditions and easements set forth in this Stipulation.

NOW, THEREFORE, the parties agree that the Court is authorized to enter judgment as follows:

CONSENT TO JUDGMENT

1. The City shall be named fee owner of that portion of the Subject Property as described in the attached Exhibit B. By quit claim deed, the Owners and the Association shall transfer and convey to the City any and all prior interests in that portion of the Subject Property as described in the

attached Exhibit B.

a. Said Property shall be maintained by the City as a perpetual nature preserve and shall be designated as "Cottage Park Nature Preserve." The Cottage Park Nature Preserve will be retained as a nature preserve and maintained in a wild, natural state for the use and enjoyment of the public. The use of the Cottage Park Nature Preserve shall be limited as set forth in the Amended and Restated Declaration of Easements, Uses and Limitations attached hereto as Exhibit D. The City agrees to record said Amended and Restated Declaration with the County Recorder for the County of Ramsey, State of Minnesota.

On June 2, 1993, the following described part of the Easement Property shall become a part of the nature preserve:

That part of Block A and accretions thereto, "Cottage Park", according to the plat thereof on file in the Office of the County Recorder, Ramsey County, Minnesota, described as follows:

Commencing at the Northeast corner of Lot 19, Block 1, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota; thence N.24°01'06"W. (assumed bearing) along the Northwesternly production of the Easterly line of said Lot 19 a distance of 25.00 feet; thence N.65°51'54"E., parallel with the Northwesternly lines of Lots 18 and 19 of said Block 1, a distance of 8.00 feet, to the point of beginning of the parcel to be described; thence N.12°35'19"W. to the shoreline of White Bear Lake; thence Southeasterly along said shoreline to the intersection with a line which bears N.23°59'38"E. from the aforescribed point of

beginning; thence S.23°59'38"W. to the point of beginning and there terminating.

2. The Owners, collectively, shall be named fee owners of the portion of the Subject Property, as described in the attached Exhibit C, subject to the easements described in Paragraph 3 below. By quit claim deed, the City and the Association, on behalf of all the residents of Cottage Park, shall transfer and convey to the Owners any and all prior interests in the portion of the Subject Property as described in the attached Exhibit C.

3. The Owners shall grant a perpetual easement in favor of the property owners in Cottage Park over, under, and across that part of the Subject Property described on the attached Exhibit C. This easement shall be for the benefit and enjoyment of all owners of residential property located in the area encompassed by the 1882 plat of Cottage Park and this easement includes the right of full use and enjoyment, riparian rights, and the right to construct docks on the Easement Property. This easement shall run with the land. Except as subject to the reservations described in Paragraph 4 below, it is specifically intended that this easement shall be exclusive, and is not for the benefit of the public, the City, or other persons or entities other than owners of residential property encompassed by Cottage Park, and their successors in interest.

4. Subject to the further conditions and restrictions set forth in said Declaration, a perpetual public pedestrian

walkway in favor of the City extending from Cottage Park Road to the Cottage Park Nature Preserve over that part of the Easement Property described as follows:

That part of Blocks A and B, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, described as follows:

Commencing at the Northeast corner of Lot 19, Block 1, according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota; said "Cottage Park"; thence N.24°01'06"W. (assumed bearing) along the Northwesterly production of the Easterly line of said Lot 19 a distance of 25.00 feet; thence N.65°51'54"E., parallel with the Northwesterly lines of Lots 18 and 19 of said Block 1 a distance of 8.00 feet to the point of beginning of the parcel to be described; thence S.65°51'54"W., parallel with the Northwesterly lines of said Lots 18 and 19 a distance of 8.00 feet; thence S.24°01'06"E., 25.00 feet 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°08'56" a distance of 33.17 feet; thence East, deflecting to the left 69°48'09" a distance of 1.63 feet; thence on a tangential curve to the right having a radius of 146.6 feet to the intersection with a line which is parallel with said Easterly line of Lot 19 and passes through the aforescribed point of beginning; thence Northwesterly to the point of beginning and there terminating.

a. The City is granted perpetual right of access anywhere on the Subject Property for police, fire, ambulance, and similar emergency vehicles.

5. A fence shall be constructed by and at the cost of the City from Cottage Park Road to the shoreline of White

Bear Lake along the east boundary (and extensions thereof) of Lot 13, Block 1, Cottage Park.

OTHER TERMS AND CONDITIONS

6. The parties agree to execute and deliver any conveyancing documents necessary to accomplish this settlement.

7. This Amended and Restated Stipulation contains the entire agreement of the parties with respect to the compromise and settlement of all pending disputes between them, and this Stipulation may only be modified or amended by the written agreement of the parties.

8. It is understood by the parties that this Stipulation constitutes the compromise of doubtful and disputed claims, and that it is not to be construed as an admission by any party; rather the parties merely intend to avoid litigation and secure their peace.

Dated:



EXHIBIT A TO  
AMENDED AND RESTATED  
STIPULATION AND CONSENT TO  
ENTRY OF JUDGMENT

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 Westerly line of Lot 11, Block 1, "Cottage Park", which extended line is marked by Judicial Landmarks set pursuant to Torrens Case No. 11580; thence Southeasterly along said extended lot line to the Northwest corner of said Lot 11; thence Northeasterly along the Northerly lines of Lots 11, 12 and 13, said Block 1, 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 33.17 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.



EXHIBIT B TO  
AMENDED AND RESTATED  
STIPULATION AND CONSENT TO  
ENTRY OF JUDGMENT

That part of Block A and accretions thereto, "Cottage Park," according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, lying Northerly and Westerly of the following described line:

Commencing at the Northeast corner of Lot 19, Block 1, "Cottage Park," according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota; thence N.24°01'06"W. (assumed bearing) along the Northwesternly production of the Easterly line of said Lot 19 a distance of 25.00 feet; thence N.65°51'54"E., parallel with the Northwesternly lines of Lots 18 and 19 of said Block 1, a distance of 8.00 feet, to the point of beginning of the line to be described; thence N.12°35'19"W. to the shoreline of White Bear Lake; thence S.12°35'19'E. to the aforescribed point of beginning; thence S.65°51'54"W., parallel with and 25.00 feet Northwesternly of, measured at right angle to, the Northwesternly lines of said Lots 18 and 19 a distance of 107.79 feet, to the intersection with the Northwesternly production of the Southwesterly line of said Lot 18; thence N.82°07'54"W., 49.86 feet; thence S.65°51'54"W., parallel with the Northwesternly lines of Lots 15, 16 and 17, Block 1, said "Cottage Park", to the shoreline of White Bear Lake and there terminating.

EXHIBIT C TO  
AMENDED AND RESTATED  
STIPULATION AND CONSENT TO  
ENTRY OF JUDGMENT

That part of Block A, and accretions thereto, and that part of Block B, "Cottage Park", except for that property described in the preceding Exhibit B and designated as the Cottage Park Nature Preserve, according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, 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 33.17 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.

*Note - need  
new legal  
description  
for Owners' prop.*

EXHIBIT D  
AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, USES AND LIMITATIONS

COPY

THIS AMENDED AND RESTATED DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the City of White Bear Lake ("City"), a municipal corporation, and the owners of residential property within the area encompassed by the plat of Cottage Park ("Owners").

WITNESSETH:

WHEREAS, the City and the Cottage Park Homeowners' Association executed a Declaration of Easements, Uses and Limitations on the 18th day of October, 1983, which was filed with the County Recorder of Ramsey County, Minnesota on the 7th day of May, 1984 as Document No. 2219607, and

WHEREAS, the City, the Owners and the Association wish to amend and restate the terms of that Declaration by the execution and filing of this Amended and Restated Declaration.

NOW, THEREFORE, for valuable consideration, including the compromise and settlement of that certain action entitled City of White Bear Lake v. Town of White Bear Lake et al., Ramsey County District Court, File No. 11953, the above-named parties agree as follows and declare that the property described on the attached Exhibit A ("Easement Property") shall be held and used by the parties, their successors and assigns, in accordance with this Amended and Restated

Declaration of Easements, Uses and Limitations, which shall supersede and replace in all regards the Declaration of Easements, Uses and Limitations previously filed as Document No. 2219607.

1. OWNERS' EASEMENT

Subject to the Nature Preserve Easement and Pedestrian Walkway Easements set forth below in Sections 2 and 3, the Owners hereby conveys and grant a perpetual easement in favor of the Owners, collectively, over, under, and across the Easement Property. This easement shall be for the benefit and enjoyment of all owners of residential property located in the area encompassed by the 1882 plat of Cottage Park and this easement includes the right of full use and enjoyment, riparian rights, and the right to construct docks on the Easement Property. This easement shall run with the land. Except as subject to the reservations described in said Sections 2 and 3 below, it is specifically intended that this easement shall be exclusive, and is not for the benefit of the public, the City, or other persons or entities other than owners of residential property encompassed by Cottage Park, and their successors in interest.

2. NATURE PRESERVE EASEMENT

The Owners' Easement described in Section 1 above shall be subject to a reservation in favor of the City for a perpetual nature preserve ("Nature Preserve Easement") over that part of the Easement Property described as follows:

That part of Block A and accretions thereto, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, lying Northerly and Westerly of the following described line:

Commencing at the Northeast corner of Lot 19, Block 1, "Cottage Park," according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota; thence N.24°01'06"W. (assumed bearing) along the Northwesternly production of the Easterly line of said Lot 19 a distance of 25.00 feet; thence N.65°51'54"E., parallel with the Northwesternly lines of Lots 18 and 19 of said Block 1, a distance of 8.00 feet, to the point of beginning of the line to be described; thence N.12°35'19"W. to the shoreline of White Bear Lake; thence S.12°35'19"E. to the aforescribed point of beginning; thence S.65°51'54"W., parallel with and 25.00 feet Northwesternly of, measured at right angle to, the Northwesternly lines of said Lots 18 and 19 a distance of 107.79 feet, to the intersection with the Northwesternly production of the Southwesternly line of said Lot 18; thence N.82°07'54"W., 49.86 feet; thence S.65°51'54"W., parallel with the Northwesternly lines of Lots 15, 16 and 17, Block 1, said "Cottage Park", to the shoreline of White Bear Lake and there terminating.

On June 2, 1992, the following described part of the Easement Property shall become a part of the Nature Preserve Easement:

That part of Block A and accretions thereto, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, described as follows:

Commencing at the Northeast corner of Lot 19, Block 1 "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota; thence N.24°01'06"W. (assumed bearing) along the Northwesternly production of the Easterly line of said Lot 19 a distance of 25.00 feet; thence

N.65°51'54"E., parallel with the Northwesterly lines of Lots 18 and 19 of said Block 1, a distance of 8.00 feet; to the point of beginning of the parcel to be described; thence N.12°35'19"W. to the shoreline of White Bear Lake; thence Southeasterly along said shoreline to the intersection with a line which bears N, 23°59'38"E. from the aforescribed point of beginning; thence S.23°59'38"W. to the point of beginning and there terminating.

The Nature Preserve Easement shall be subject to the following uses and limitations:

- a. The area subject to the Nature Preserve Easement ("Nature Preserve Area") shall be designated the "Cottage Park Nature Preserve." This Nature Preserve Area shall be retained in a wild, undeveloped, natural state, for the use and enjoyment of the public. Public use of the Nature Preserve Area will be passive, limited to aesthetic enjoyment and other similar purposes.
- b. The Nature Preserve Area shall not be for active use, such as, by way of example and without limitation, picnicking, volleyball, swimming, or biking.
- c. In order to preserve the natural state of the Nature Preserve Area, nothing shall be constructed or placed on the area, such as, by way of example and without limitation, signs, bike paths, picnic tables, walkways, docks, boat launches or paving.
- d. No vegetation, trees, grass, or other plant material shall be cut or removed from the Nature Preserve Area, except diseased or damaged vegetation may be removed and/or replaced

by the City.

e. The City's agents or employees shall have the right of access on the Nature Preserve Area at any time and in any manner necessary to preserve or protect the health, safety, or well-being of the public and the right of access anywhere on or across the Easement Property for police, fire, ambulance, and similar emergency vehicles.

f. Public use of the Nature Preserve Area is limited to daylight hours.

### 3. PEDESTRIAN WALKWAY EASEMENT

The Owners' Easement described in Section 1 above shall be further subject to a reservation in favor of the City for a perpetual public pedestrian walkway ("Pedestrian Walkway Easement") in favor of the City extending from Cottage Park Road to the Cottage Park Nature Reserve over that part of the Easement Property described as follows:

That part of Blocks A and B, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, described as follows:

Commencing at the Northeast corner of Lot 19, Block 1, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota; thence N.24°01'06"W. (assumed bearing) along the Northwesternly production of the Easterly line of said Lot 19 a distance of 25.00 feet; thence N.65°51'54"E., parallel with the Northwesternly lines of Lots 18 and 19 of said Block 1 a distance of 8.00 feet to the point of beginning of the parcel to be described; thence S.65°51'54"W., parallel with the Northwesternly lines of said Lots 18 and 19 a distance of 8.00



feet; thence S.24°01'06"E., 25.00 feet 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°08'56" a distance of 33.17 feet; thence East, deflecting to the left 69°48'09" a distance of 1.63 feet; thence on a tangential curve to the right having a radius of 146.6 feet to the intersection with a line which is parallel with said Easterly line of Lot 19 and passes through the aforescribed point of beginning; thence Northwesterly to the point of beginning and there terminating.

The Pedestrian Walkway Easement shall be subject to the following uses and limitations:

a. The area subject to the Pedestrian Walkway Easement ("Pedestrian Walkway Area") shall be for such public pedestrian use as is necessary for or incidental to the use and enjoyment of the Nature Preserve Area, including normal or random public pedestrian ingress and egress.

b. In order to preserve the natural state of the Nature Preserve Area, nothing shall be placed or constructed on the Pedestrian Walkway Area, such as signs, walkways, paving, or barriers, and including anything which could encourage or discourage public access to the Nature Preserve Area.

c. Upon request of the Owners, the City shall restrict or prohibit parking in the Cottage Park area and/or place limitations upon use of the Pedestrian Walkway Easement to prevent or alleviate nuisances, traffic, or other similar problems resulting from public use of the Pedestrian Walkway Area.

d. The City's agents or employees shall have the right of access, including access by police, fire, ambulance, and other similar emergency vehicles, on the Pedestrian Walkway Area at any time, and in any manner necessary to preserve or protect the health, safety, or well-being of the public.

e. Public use of the Pedestrian Walkway Area is limited to daylight hours.

Dated:

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
Mayor of the City of White Bear Lake, a Minnesota municipal  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
City Manager of the City of White Bear Lake, a Minnesota  
municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
President of Cottage Park Homeowners' Association, a  
Minnesota non-profit corporation, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_,  
Secretary of Cottage Park Homeowners' Association, a  
Minnesota non-profit corporation, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

EXHIBIT A TO  
AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, USES  
AND LIMITATIONS

That part of Block A, and accretions thereto, and that part of Block B, "Cottage Park", according to the plat thereof on file in the office of the County Recorder, Ramsey County, Minnesota, 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 33.17 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.