

**AMENDMENT TO AGREEMENT RELATING TO PARKING**

THIS AMENDMENT TO AGREEMENT RELATING TO PARKING (“**Amendment**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”) by and between Maple Grove Parks and Recreation Board (“**City**”) and The Church of St. Joseph the Worker (“**Church**”).

RECITALS:

WHEREAS, the City and the Church entered into that Agreement Relating to Parking, dated March 31, 1989 relating to the City’s use of Church Property for parking and access to the School Property/Park Property (“**Agreement**”); and

WHEREAS, the City and the Church desire to amend the Agreement to address the addition of a second access point between the Church Property and School Property/Park Property.

NOW, THEREFORE in consideration of the mutual promises contained in this Amendment, the City and the Church agree as follows:

1. The above Recitals and all attached exhibits are a material part of this Amendment and are incorporated herein. Any capitalized terms not defined in this Amendment shall have the same meaning assigned in the Agreement.
2. Section 1 of the Agreement shall be replaced in its entirety with the following:

The Church hereby grants to the City non-exclusive permission to use the parking facilities on the Church Property, including the driveways, for the purpose of parking vehicles along with the means of ingress and egress (bituminous path) to School Property/Park Property as described on attached Exhibit “D” as “Existing Trail Easement” and “Added Trail Easement 2022”. Such use shall be only for persons to attend City-sponsored recreational activities occurring on School Property/Park Property.

The Church hereby further grants to the City an easement over as much of the Church Property immediately adjacent to the Existing Trail Easement and the Added Trail Easement 2022 as reasonably required to construct and maintain the same. The Church shall own the Existing Trail Easement and the Added Trail Easement 2022; provided, however, the City shall maintain the same during the duration of this Agreement.

3. Exhibit “D” of the Agreement shall be replaced in its entirety with Exhibit “D” attached hereto.
4. Section 11 of the Agreement shall be replaced in its entirety with the following:

Notice as required in this Agreement shall be in writing delivered to the addresses set forth below, which delivery shall be completed upon mailing or hand-delivery:

Maple Grove Parks and Recreation Board  
Attn: Director  
12951 Weaver Lake Road  
Maple Grove, MN 55369

The Church of St. Joseph the Worker  
7180 Hemlock Lane  
Maple Grove, MN 55369

5. The Amendment shall not be recorded with either the Hennepin County Recorder or Registrar of Titles.
6. All other terms and conditions of the Agreement not expressly modified by this Amendment shall remain in full force and effect.

*Remainder of this page intentionally left blank; Signature pages and exhibits follow*

IN WITNESS WHEREOF, the City and Church have caused this Amendment to be executed on the dates indicated below.

**MAPLE GROVE PARKS AND RECREATION BOARD**

Dated: \_\_\_\_\_, 2022.

\_\_\_\_\_

By: Bill Lewis  
Its: Chair

Dated: \_\_\_\_\_, 2022.

\_\_\_\_\_

By: Chuck Stifter  
Its: Director

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF HENNEPIN    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Bill Lewis and Chuck Stifter, the Chair and Director, respectively, of the Maple Grove Parks and Recreation Board, an appointed board of the City of Maple Grove authorized by Maple Grove City Code §22-31 and Minn. Stat. §412.501, on behalf of the Maple Grove Parks and Recreation Board.

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



EXHIBIT "D"

Maple Grove Jr. High  
Community Playfield

