

## **THIRTY-FIFTH RIDER TO AGREEMENT**

**THIS RIDER TO AGREEMENT**, made this 8<sup>th</sup> day of March, 2022, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL** (“Board”), and the **CITY OF LITTLE CANADA**, County of Ramsey, State of Minnesota, (“City”), being the Thirty-Fifth Rider to that certain Agreement made by and between the Board and the City the 13<sup>th</sup> day of July, 1966, and by this reference incorporated herein and made part hereof and with the same intent, purpose and effect as if said Agreement were set forth herein verbatim.

**WHEREAS**, the Board is owner of a 110 foot wide easement right-of-way located in the NW quarter (NW ¼) of the NW quarter (NW ¼) of Section 6, Township 29 North, Range 22 West, in the city of Little Canada, Ramsey County, collectively the “Premises”; and

**WHEREAS**, the City desires to enter upon certain portions of said Premises to install a hard surface trail from Woodlynn Avenue to an existing hard surface trail within the Board’s right-of-way thereby connecting two separate trail systems; and

**WHEREAS**, the Board is willing to grant said permission to the City consistent with the requirements and safety of the works of the Board.

**NOW, THEREFORE, BE IT AGREED**, in consideration of the mutual promises and agreements of the parties hereto, that subject to all terms and conditions contained in said Agreement between the parties hereto made and entered into the 13<sup>th</sup> day of July 1966, the Board hereby grants to the City permission to enter upon portions of said Premises and to there within

install, maintain and carry out all Board approved operations in respect to the following and as indicated in Exhibit “A”, attached hereto and incorporated herein by reference:

**1. Permitted Activity**

Install and maintain a hard surface trail, as shown on attached Exhibit “A”, and in accordance with City’s 2022 Street Improvements Project, as approved by Saint Paul Regional Water Services, incorporated herein by reference.

**2. Conditions**

All work shall be performed in accordance with good engineering practices and in accordance with Exhibit “A”, attached hereto and incorporated herein, subject to approval by Board’s Vadnais Supervisor.

**3. Notification**

City or City’s contractor shall notify Board’s Vadnais Supervisor at least 48 hours in advance of permitted activity to schedule inspection and coordination of work. Board’s Vadnais Supervisor may be reached between the hours of 8:00 a.m. and 4:00 p.m. at 651-766-4150.

**4. Insurance**

Section 30 of the July 13, 1966 Agreement is hereby amended to require public liability insurance in minimum amounts of \$1,000,000 for bodily injury or death to one person, \$2,000,000 on account of any one accident and; and to require property damage insurance in minimum amounts of \$2,000,000 per accident for any damages to or destruction of any property.

All terms and conditions of the July 13, 1966 Agreement and any subsequent amendments thereto remain in full force and effect, as if fully set forth herein.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

The parties further agree that any document (including this Agreement and any attachments or

exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

*[remainder of page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed these presents the day and year first above written.

**CITY OF LITTLE CANADA**

By \_\_\_\_\_  
John Keis, Mayor

By \_\_\_\_\_  
Chris Heineman, City Administrator

**APPROVED:**

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

\_\_\_\_\_  
Patrick Shea, General Manager  
Saint Paul Regional Water Services

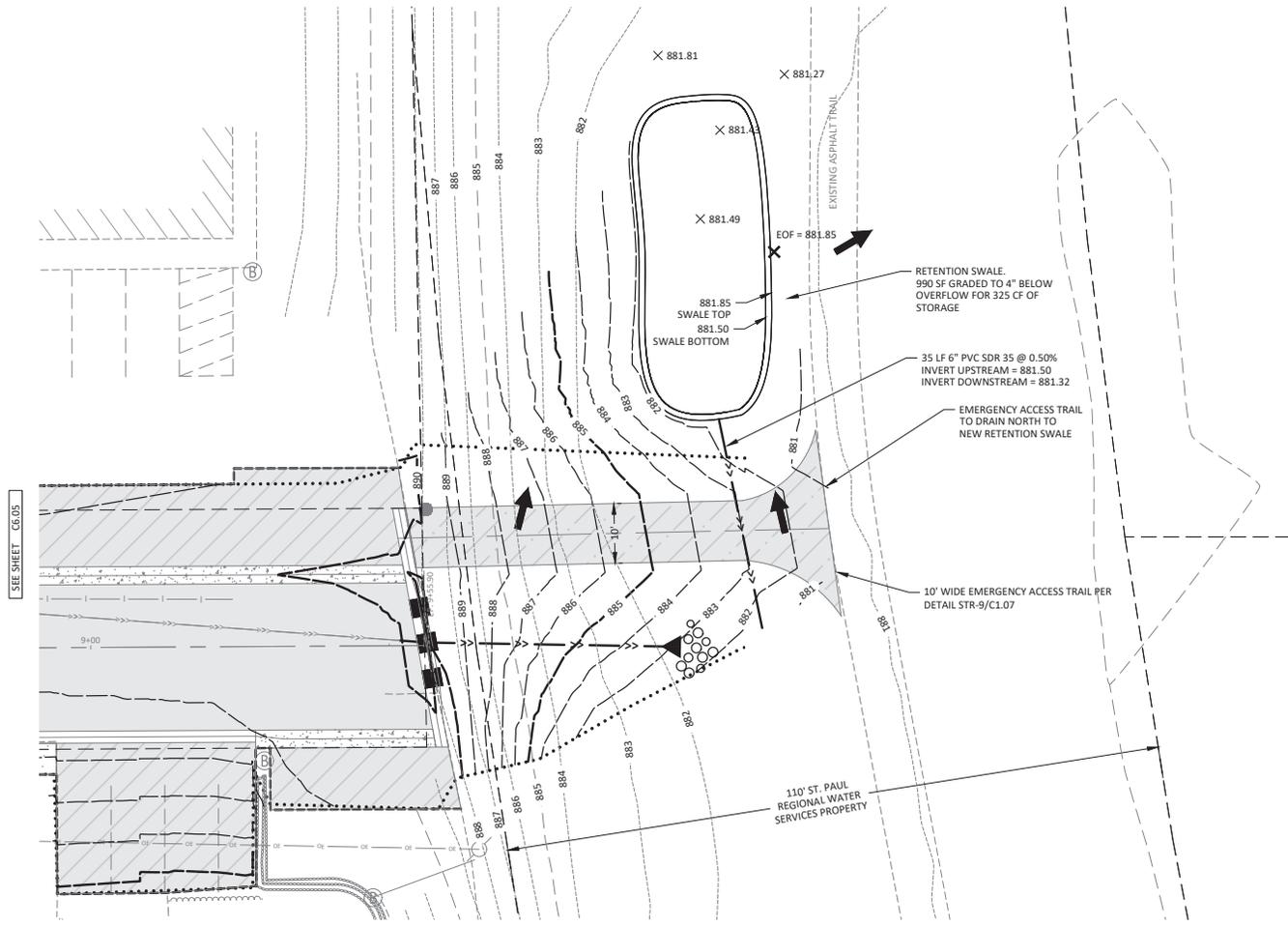
By \_\_\_\_\_  
Mara Humphrey, President

By \_\_\_\_\_  
Mollie Gagnelius, Secretary

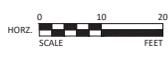
**Approved as to form:**

\_\_\_\_\_  
Lisa Veith  
Assistant City Attorney

By \_\_\_\_\_  
John McCarthy, Director  
Office of Financial Services



SEE SHEET C6.05



I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC SEABURG  
 LIC. NO. 53712 DATE 02/09/2022



3507 HIGH POINT DRIVE NORTH  
 BLDG. 1 SUITE E130  
 OAKDALE, MINNESOTA 55128  
 Phone: (651) 704-9970  
 Email: Oakdale@bolton-menk.com  
 www.bolton-menk.com



DESIGNED	DRAWN	CHECKED	IN CHARGE	SCALE
EJS	CRL	EIS		
COUNTY PROJ. NO. 0N1.125241				

LITTLE CANADA, MINNESOTA  
 2022 STREET IMPROVEMENTS  
 STREET IMPROVEMENTS  
 WOOLLYNN TRAIL EXTENSION

SHEET  
 C6.06

# EXHIBIT A

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