

DRAFT

PRIVATE WATER MAIN AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025 by and between Habitat Heights, LLC, a Minnesota limited liability corporation, whose principal place of business is located at 1954 University Ave, Saint Paul, Minnesota 55104 (“Owner”), and the Board of Water Commissioner of the City of Saint Paul, d/b/a Saint Paul Regional Water Services, a municipal corporation under the laws of the State of Minnesota (the “Board”); and

WITNESSETH:

WHEREAS, the Board during all times herein mentioned did and does manage, control and operate, pursuant to the Home Rule Charter of the City of Saint Paul, its water works and public water supply system primarily for the purpose of furnishing an adequate supply of water for industrial, commercial and domestic purposes to residents of the City of Saint Paul within its corporate limits, pursuant to ordinances of said City of Saint Paul germane thereto; and

WHEREAS, Owner owns the following described land, which is situated within the corporate limits of said City of Saint Paul in the County of Ramsey, State of Minnesota, (the “Property”):

See Attached Exhibit "A"

WHEREAS, Owner has made application to the Board for water supply service to be afforded from the public water supply system to the Property according to the rates and charges payable therefore by Owner, its successors or assigns, to the Board, as the same may be established from time to time;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties, for themselves, their successors and assigns, do hereby mutually agree as follows:

1. Owner does hereby convey and grant to the Board a perpetual water main easement in, under, through, and over and across portions of the Property as described and depicted in Exhibit "B", attached hereto and incorporated herein (the "Easement Area").

2. The Board does hereby grant permission to Owner to construct, maintain and repair a private water main necessary for the furnishing of water service to the Property subject to the terms and conditions contained herein.

3. Owner shall construct the private water main at its sole cost and expense, in strict accordance with approved plans and specifications on file with the Board, under the supervision and subject to the approval of the Board, within the Easement Area described in Exhibit "B".

4. Owner shall pay an administrative fee of \$500.00.

5. All service connections from the private main shall be constructed by Owner at its sole cost and expense, in strict accord with plans and specifications approved and on file with the Board under the supervision and approval of the Board.

6. All necessary maintenance, repairs, operation, and/or replacement of the main and service connections shall be borne by Owner at its sole cost and expense, in strict accordance with plans and specifications approved and on file with the Board and subject to approval by the Board.

7. The Board, at the request of Owner, or in case of default by Owner in relation to the construction, reconstruction, maintenance, repair, or operation of said private main, may enter upon the Easement Area and construct, reconstruct, maintain, repair, or operate said private main for the aforesaid purposes of the same and all reasonable cost and expense thus incurred by the Board shall be chargeable by the Board to Owner and shall become due and payable upon presentation of an invoice therefore; and if such charges are not paid when due, they shall become and constitute a lien upon the real property served. In the event of nonpayment, the Board reserves the right to deny service.

8. The Board agrees to supply water service to the Property as the same have been or shall be developed for commercial purposes, subject to and in accordance with applicable rates or charges, rules and regulations as they are or shall be established from time to time by the Board. It is understood and agreed, however, that the Board undertakes to supply such water supply only in case the pressure in its mains is sufficient to enable it so to do, and the Board assumes no responsibility for failure to supply water resulting from acts or conditions beyond its control.

9. It is agreed by and between the parties hereto that this Agreement shall be subject to water service rates, rules, and regulations germane to the subject of this

Agreement now in force and hereinafter prescribed and promulgated by the Board and further that there shall be and hereby is reserved to the Board the right to change, revise, alter and amend such rates, rules and regulations as their discretion shall direct to that end that such rates, rules and regulations shall be reasonable.

10. No extension of the private water main shall be made without the prior written consent of the Board.

11. Official addresses for each service connection shall be obtained by Owner and furnished to the Board prior to the installation of service connection taps.

12. The Board reserves the right to shut off the water service when necessary for the extension, replacement, repair or cleaning of the private water main or apparatus appurtenant thereto, and the Board shall not be held liable for any damage occasioned thereby.

13. This Agreement shall be binding upon Owner, its successors and assigns. Owner shall not assign its rights and obligations hereunder without first obtaining the written consent of the Board, which consent shall not be unreasonably withheld by the Board. In the event that Owner desires to transfer its title to a portion of the property hereof, it is expressly understood and agreed that the Owner and transferees shall enter into an agreement by which the transferees shall agree to pay all or a proportionate share of the cost of maintenance and replacement of the private water main and further agree to assume all or a proportionate share of the responsibility and liability arising out of the operation, maintenance, use and repair of the main or service pipes. This agreement shall be in form as

to be subject to the approval of the Board, and the Board shall be provided with two (2) executed copies of the agreement.

14. Owner, in consideration of its being supplied water by the Board, upon the terms and conditions herein outlined, shall comply strictly with all of the rules and regulations of the Board, and shall pay or cause to be paid unto the Board therefore according to all applicable rates and charges prescribed and promulgated therefore by the Board now in existence or as may be modified or amended, which are hereby incorporated by reference. The Board reserves the right to shut off the water supply for nonpayment of applicable water charges, and it is expressly agreed that such unpaid water charges and costs incurred by the Board pursuant to this Agreement shall be and constitute a lien upon the Property.

15. Owner, its successors and assigns, shall indemnify, defend and save harmless, the Board, its officers, agents employees and servants from all suits, actions or claims which shall arise from any injuries or damage caused by any break or leak in any service pipe, private main, other main or connection authorized by this Agreement, except those arising from the negligence of the Board that may occur from the furnishing of a supply of water by the Board to the Owner, its tenants, successors and assigns or other persons, firms or corporations served and to be served by this private water main; and further, that Owner, its successors and assigns, shall indemnify, defend and save harmless the Board against any claim, action or lawsuit brought against the Board, except those arising from the negligence of the Board, in connection with or as a result of the furnishing of such supply of water, by the Board, to Owner, or other persons, firms or corporations served on the Property by such private water main or service connections.

16. Notices. Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall

be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of such address change has been given:

As to the Board: Board of Water Commissioners of the City of Saint Paul
 1900 Rice Street
 St. Paul, MN 55113

As to the Owner: Habitat Heights, LLC
 1954 University Ave W
 St. Paul, MN 55104

17. The undersigned represent that they have the power and authority to execute this Agreement on behalf of their respective parties.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first shown above.

For Owner:

Habitat Heights, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ (name), _____ (title), XXXXXX Corporation, a Minnesota Domestic Corporation, on behalf of the corporation.

Signature of person taking acknowledgment

For the Board:

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

Approved:

By:

Racquel Vaske, General Manager
Saint Paul Regional Water Services

Mara Humphrey, President

Form Approved:

By:

Assistant City Attorney
City of Saint Paul

Mollie Gagnelius, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____
_____,

2025, by Mara Humphrey, President, Board of Water Commissioners of the City of Saint Paul, a
Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____

2025, by Mollie Gagnelius, Secretary, Board of Water Commissioners of the City of Saint Paul,

a Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

By:

Laura Logsdon, Interim Director
Office of Financial Services

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by Laura Logsdon, Interim Director, Office of Financial Services, City of Saint Paul,
Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

CONSENT

The undersigned Mortgagee joins in the execution of this Agreement for the purpose of evidencing its consent thereto and recognizing the rights of the Board of Water Commissioners of the City of Saint Paul.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ (name), _____ (name), the _____ (title), and _____ (title), respectively of _____ a _____ corporation, on behalf of the corporation.

Signature of person taking acknowledgment

THIS INSTRUMENT WAS DRAFTED BY:
Saint Paul Regional Water Services
1900 Rice Street
Saint Paul, Minnesota 55113
Phone: 651-266-6270

EXHIBIT A

Property Legal Description

Outlots B and D, TOWNHOMES OF HILLCREST HEIGHTS, according to the recorded plat thereof, filed and of record with the Ramsey County Recorder, Ramsey County, Minnesota.