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PRIVATE WATER MAIN AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between **SUBURBAN AVENUE, LLC**, a Minnesota Limited Liability Company whose registered office address is located at 105 North 1st Street, Minneapolis, MN 55401 (“Owner”), and the **Board of Water Commissioners 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”).

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 will 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 will pay an administrative fee of \$500.00.

5. All service connections from the private main will 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, operations, and/or replacement of the main and service connections will 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. In case of default by Owner in relation to the construction, reconstruction, maintenance, repair, or operation of said private main, Board forces may enter upon the Easement Area and construct, reconstruct, maintain, repair, or operate said private main or apparatus appurtenant thereto for the aforesaid purposes of the same. The Board will not be held liable for any damage occasioned thereby and all reasonable cost and expense thus incurred by the Board will be chargeable by the Board to the Owner and will become due and payable upon presentation of an invoice. If such charges are not paid when due, they will 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 may be developed for commercial purposes. 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 will 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. The Board reserves its right to change, revise, alter and amend such rates, rules and regulations as their discretion. 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 will become and constitute a lien upon the real property served.

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

11. Official addresses for each service connection will be obtained by the Owner and furnished to the Board.

12. This Agreement will be binding upon Owner, its successors and assigns. Owner will not assign its rights and obligations hereunder without first obtaining the written consent of the Board which must be in a form subject to approval of the Board. The Owner must provide the Board with an attested copy of the recorded assignment and assumption agreement including the Board's written consent.

13. In the event that the Owner desires to transfer its title to a portion of the Property, it is expressly understood and agreed that the Owner and transferees 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 private main or its appurtenances. This agreement must be in a form subject to approval of the Board and the Owner must provide the Board with a fully executed original copy.

14. Owner, its successors and assigns, will indemnify, defend and save harmless, the Board, its officers, agents, and employees 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 its appurtenances.

15. Whenever it may 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 will be delivered personally or mailed by United States Postal Service by certified mail to the following addresses:

As to the Board: Board of Water Commissioners of the City of Saint Paul

Attn: Agreements Unit

1900 Rice Street

Saint Paul, MN 55113

As to the Owner: _____

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

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

For Owner:

Owner Company Name

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ (name), _____ (title), Suburban Avenue, LLC, a Minnesota Domestic Corporation, on behalf of the corporation.

Signature of person taking acknowledgment

Approved as to form:

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

By: _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

By: _____
John McCarthy
Director, Office of Financial Services

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Mara Humphrey, President of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Mollie Gagnelius, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by John McCarthy, Finance Director of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public: _____

Exhibit A

1855 Suburban Ave, St. Paul

Tumble Fresh Coin Laundry

Legal Description

Parcel 1:

That part of Tract C, Registered Land Survey No. 276, Ramsey County, Minnesota lying Northerly of the following described line: Commencing at the Southwest corner of said Tract C; thence Northerly along the West line of said Tract C a distance of 40 feet to the point of beginning of the line to be described; thence Easterly along a line 40 feet Northerly of and parallel to the South line of said Tract C a distance of 266.20 feet; thence Easterly along a line to a point on the East line of Tract C which point is 163.21 feet North of the Southeast corner of said Tract C, and there terminating.

Which lies Westerly of the following described line:

Commencing at the Southwest corner of said Tract C; thence Northerly along the West line of said Tract C on an assumed bearing of North 00 degrees 29 minutes 04 seconds West a distance of 40 feet; thence South 89 degrees 52 minutes 29 seconds East along a line 40 feet Northerly of and parallel to the South line of said Tract C a distance of 223.13 feet to the point of beginning of the line to be described; thence North 00 degrees 32 minutes 40 seconds West a distance of 395.42 feet to the North line of said Tract C and said line there terminating.

Ramsey County, Minnesota

Torrens Property

Parcel 2:

A 24-foot wide ingress and egress easement contained in Declaration of Reciprocal Driveway Easement and Maintenance Agreement dated August 17, 2018, filed August 27, 2018, as Document No. 2622225.

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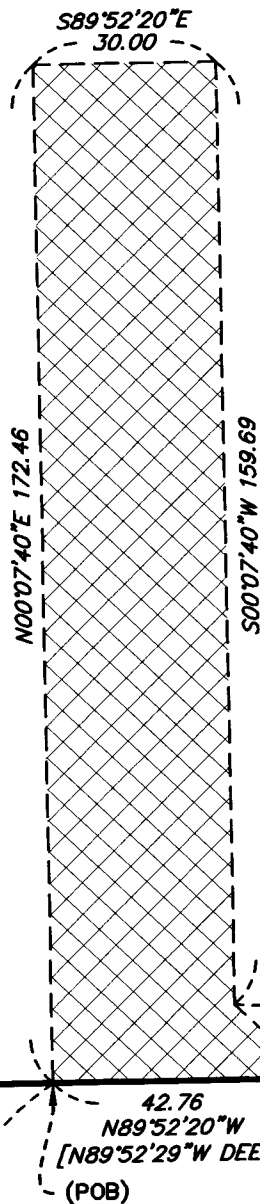
TRACT B
RLS NO. 276

TRACT B

W LINE OF TRACT C

SW PROPERTY CORNER (POC)

S89°52'20"E
[S89°52'29"E DEED]
9.56



0 30
SCALE IN FEET

DENOTES WATER MAIN EASEMENT

TRACT C

RLS NO. 276

LINE PARALLEL WITH AND 40FT N'LY
OF S LINE OF TRACT C
(S PROPERTY LINE)

TRACT C

RLS NO. 276

S LINE OF TRACT C

DESCRIPTION OF WATER MAIN EASEMENT

A permanent easement for water main purposes over, under and across that part of the following described parcel:

That part of Tract C, Registered Land Survey No. 276, Ramsey County, Minnesota lying Northerly of the following described line:

Commencing at the Southwest corner of said Tract C; Thence Northerly along the West line of said Tract C, a distance of 40 feet to the point of beginning of the line to be described; Thence Easterly along a line 40 feet Northerly of and parallel to the south line of said Tract C, a distance of 266.20 feet; Thence Easterly along a line to a point on the East line of Tract C which point is 163.21 feet North of the Southeast corner of said Tract C and there terminating.

Which lies Westerly of the following described line:

Commencing at the Southwest corner of said Tract C; Thence Northerly along the West line of said Tract C on an assumed bearing of North 00 degrees 29 minutes 04 seconds West a distance of 40 feet; Thence South 89 degrees 52 minutes 29 seconds East along a line 40 feet Northerly of and parallel to the South line of said Tract C, a distance of 223.13 feet to the point of beginning of the line to be described; Thence North 00 degrees 32 minutes 40 seconds West a distance of 395.42 feet to the North line of said Tract C and said line there terminating.

Being described as:

Commencing at the southwest corner of the above described parcel; thence on an assumed bearing of South 89 degrees 52 minutes 20 seconds East, along the south line of said parcel, a distance of 9.56 feet to the point of beginning of the easement to be described; thence North 00 degrees 07 minutes 40 seconds East a distance of 172.46 feet thence South 89 degrees 52 minutes 20 seconds East a distance of 30.00 feet; thence South 00 degrees 07 minutes 40 seconds West a distance of 159.69 feet; thence South 44 degrees 52 minutes 20 seconds East a distance of 18.05 feet to the south line of said parcel; thence North 89 degrees 52 minutes 20 seconds West to the point of beginning.

Containing 5,255 square feet.

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Engineering | Surveying | Planning | Environmental

LINN INVESTMENT PROPERTIES, LLC
TUMBLE FRESH COIN LAUNDRY
ST. PAUL, MN
WATER MAIN EASEMENT EXHIBIT

Designed:
Drawn: DL
Approved: CEJ
Issued: 01/21/2021
Rev.:
Date:

Exhibit Number

2/2

Project No. 21878.01