

THIRTY-SIXTH RIDER TO AGREEMENT

THIS RIDER TO AGREEMENT, made this 12th day of November, 2025, 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-Sixth Rider to that certain Agreement made by and between the Board and the City the 13th 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 the owner of a 110 foot wide easement right-of-way located in the N half (N ½) of the SE quarter (SE ¼) of Section 6, Township 29 North, Range 22 West, in the city of Little Canada, Ramsey County (the “Premises”); and

WHEREAS, the City desires to enter upon certain portions of the Premises to install a stormwater filtration basin and storm sewer that encompasses portions of the Premises; and

WHEREAS, the Board is willing to grant said permission to the City, given that any work performed by the City is consistent with the requirements and safety standards used by the Board in similar projects.

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

installing, maintaining and carrying 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 stormwater filtration basin and storm sewer, as shown on attached Exhibit “A”, and in accordance with City’s 2026 Little Canada Road Improvement Project, as approved by Saint Paul Regional Water Services, incorporated herein by reference.

2. Conditions

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

3. Notification

The City or their contractor shall notify Board’s Vadnais Supervisor at least 48 hours prior to performing any 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 to (i) be “written” or “in writing,” (ii) have been signed and (iii) 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 _____
Tom Fischer, Mayor

By _____
Bryce Shearen, City Administrator

APPROVED:

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

Racquel Vaske, General Manager
Saint Paul Regional Water Services

By _____
Mara Humphrey, President

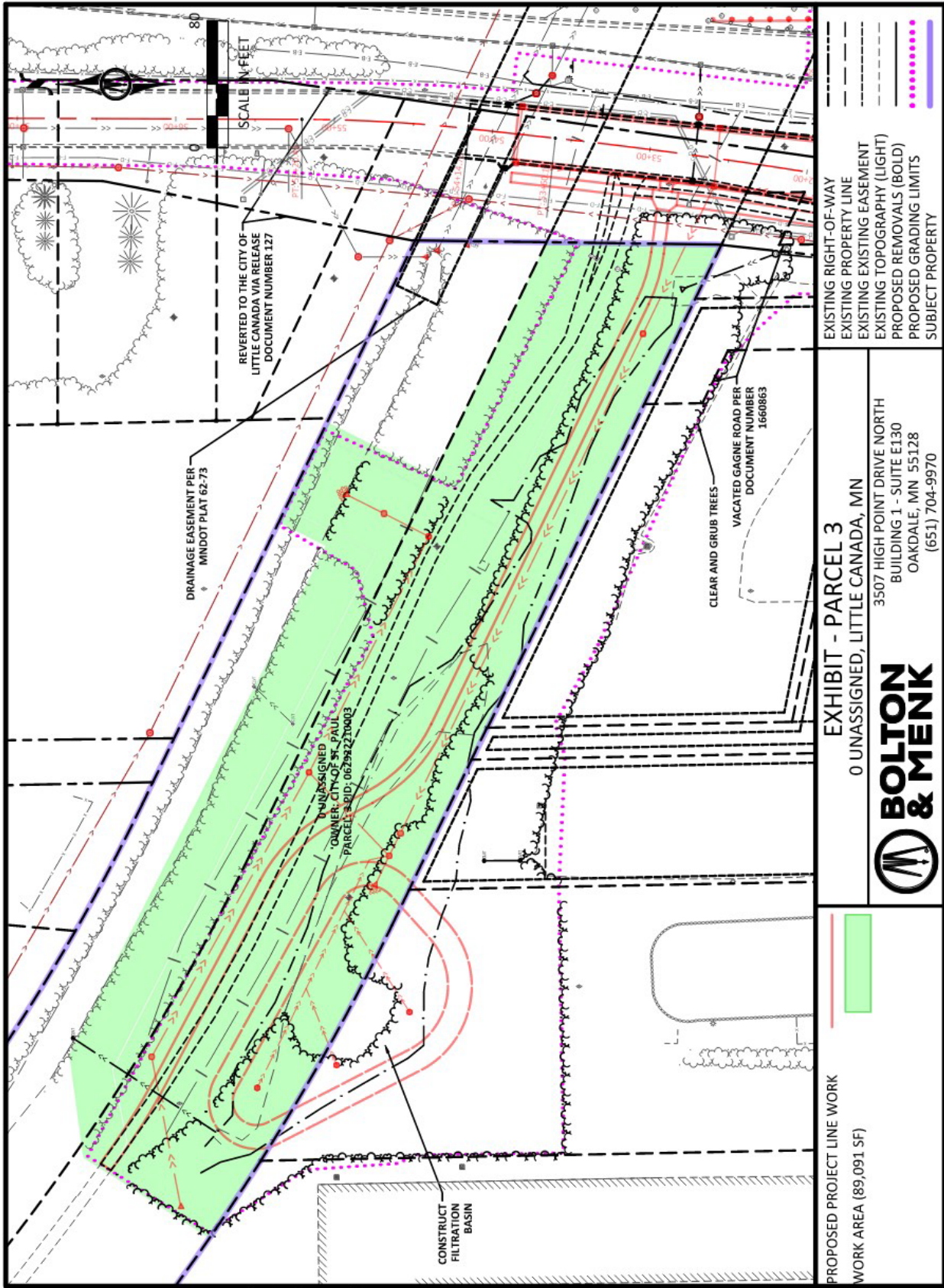
By _____
Mollie Gagnelius, Secretary

Approved as to form:

Cristina Cruz-Jennings
City of Saint Paul City Attorney

By _____
Laura Logsdon, Interim Director
Office of Financial Services

EXHIBIT A



DATE: 7/07/2025

JOB NUMBER: 0N1.134421 FIELD BOOK: N/A

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