

PRIVATE WATER MAIN EASEMENT AGREEMENT

THIS PRIVATE WATER MAIN EASEMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2026 by and between **HIGHLAND BRIDGE PROPERTY OWNER, LLC**, a Delaware limited liability company (“Owner”), and the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation (the “Board”). The Owner and the Board are sometimes hereinafter referred to collectively as the “Parties”; and

WITNESSETH:

WHEREAS, the Board manages, controls, and operates 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 (“City”), pursuant to the Home Rule Charter of the City, agreements between the Board and the City, and ordinances of the City germane thereto; and

WHEREAS, the City and the Board have previously entered into agreements germane to the extension of water service by the Board from the public water supply system of the City to the City and its residents, and such extension of water supply service is the subject of city ordinances; and

WHEREAS, this Agreement is deemed subject to all prior subsisting agreements and ordinances; and

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

Lot 2, Block 1, Northern Highland Bridge, Ramsey County, Minnesota.

WHEREAS, Owner has applied to the Board for water supply services from the public

water supply system to the Property according to the established rates and charges payable by Owner, its successors or assigns, to the Board.

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 (the "Easement") in, under, through, over, and across certain portions of the Property, as legally described and depicted in Exhibit "A", 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 in the Easement Area as 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 in the Easement Area 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.
4. Owner shall pay a deposit to the Board to reimburse the Board for inspection costs plus an administrative fee of \$500.00. All service connections from the private main shall be constructed by Owner at its sole cost and expense and in strict accord with plans and specifications approved and on file with the Board, under the supervision and approval of the Board.
4. All necessary maintenance, repairs, operation, and/or replacement of the main and service connections shall be the responsibility of 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.
5. 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 into the Easement Area and construct, reconstruct, maintain, repair, or operate the private main. All reasonable cost and expense incurred by the Board shall be charged to Owner and shall become due and payable upon presentation of an invoice detailing said charges. 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 water services to the Property.

6. The Board agrees to supply water service to the Property for commercial purposes, subject to and in accordance with applicable rates or charges and 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 if the pressure in its mains is sufficient to enable it to do so, and the Board assumes no responsibility for failure to supply water resulting from acts or conditions beyond its control.

7. It is agreed by the Parties 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 at their discretion.

8. No extension of the private water main shall be made without the prior written consent of the Board, which consent shall not be unreasonably withheld by the Board. All necessary service connection taps from the private water main shall be installed by the Board upon the written request of, and at the expense of, Owner. Official addresses for each service connection shall be obtained by Owner from the City and furnished to the Board prior to the installation of service connection taps.

9. 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.

10. This Agreement shall be binding upon Owner, its successors and assigns. Owner shall not assign its rights and obligations hereunder without 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 all or a portion of the Property, it is expressly understood and agreed that the Owner and transferees shall enter into a separate 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 this Agreement.

11. 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 may 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 Board's entry upon the Easement Area or 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 Board's entry upon the Easement Area or 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.

12. 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:

OWNER:

**HIGHLAND BRIDGE PROPERTY OWNER, LLC,
a Delaware limited liability company**

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me on

(Date)

_____, by _____, the
Manager of Highland Bridge Property Owner, LLC, a Delaware limited liability company, on
behalf of the limited liability company.

Signature of person taking acknowledgment

For the Board:

Approved:

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

Racquel Vaske, General Manager
Saint Paul Regional Water Services

By: Chris Tolbert, President

Form Approved:

Assistant City Attorney
City of Saint Paul

By: Mollie Gagnelius, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Chris Tolbert, 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

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 20 __, 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 _____, 20____, 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.

OLD NATIONAL BANK,
a national banking association

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on
(Date)
_____, by _____ the

of Old National Bank, a national banking association, on behalf of the national banking association.

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

FORD PARKWAY

Point of Commencement,
Northwest corner of Lot 2, Block 1,
NORTHERN HIGHLAND BRIDGE

N89°32'21"E
58.59

S89°32'21"W
16.66

Point of
Beginning
N89°32'21"E
58.59
S89°32'21"W
16.66
N89°33'26"E
16.66

Watermain
Easement
North Line of Lot 2, Block 1,
NORTHERN HIGHLAND BRIDGE

Point of Commencement,
Northeast corner of Lot 2, Block 1,
NORTHERN HIGHLAND BRIDGE

N89°32'21"E
18.00

S89°32'21"W
82.81

Watermain
Easement
N89°32'21"E
18.00
S89°32'49"E
18.00
S89°55'26"W
18.00

LOT 2

BLOCK 1

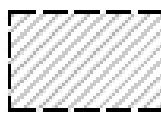
LOT 1

NORTHERN

HIGHLAND

LOT 3

BRIDGE



- DENOTES WATERMAIN EASEMENT AREA

WATERMAIN EASEMENT DESCRIPTIONS

A watermain easement over, under and across that part of Lot 2, Block 1, NORTHERN HIGHLAND BRIDGE, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 2; thence South 89 degrees 32 minutes 21 seconds West, assumed bearing along the north line of said Lot 2, a distance of 82.81 feet to the point of beginning of the easement to be described; thence South 00 degrees 04 minutes 34 seconds East, a distance of 72.55 feet; thence South 89 degrees 55 minutes 26 seconds West, a distance of 18.00 feet; thence North 00 degrees 04 minutes 34 seconds West, a distance of 72.43 feet to said north line of Lot 2; thence North 89 degrees 32 minutes 21 seconds East, along said north line, a distance of 18.00 feet to the point of beginning.

Containing 1,305 square feet more or less.

AND

A watermain easement over, under and across that part of Lot 2, Block 1, NORTHERN HIGHLAND BRIDGE, Ramsey County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 2; thence North 89 degrees 32 minutes 21 seconds East, assumed bearing along the north line of said Lot 2, a distance of 58.59 feet to the point of beginning of the easement to be described; thence South 00 degrees 04 minutes 34 seconds East, a distance of 70.40 feet; thence North 89 degrees 55 minutes 26 seconds East, a distance of 16.66 feet; thence North 00 degrees 04 minutes 34 seconds West, a distance of 70.52 feet to said north line of Lot 2; thence South 89 degrees 32 minutes 21 seconds West, along said north line, a distance of 16.66 feet to the point of beginning.

Containing 1,174 square feet more or less.



1° = 60'

PRINCIPAL:	Westwood
ADDRESS:	11271 Woldumar Drive, Suite 6000
PHONE:	651-452-0000
FAX:	651-452-0022
TELECONF:	651-452-4182
WEBSITE:	www.westwood.com

Westwood Professional Services, Inc.

WATERMAIN
EASEMENT
EXHIBIT

SHEET NUMBER:

1 OF 1

0033376V-ES36

DATE: 09/23/2005

