STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 0207 (T.H. 65)
County of Anoka
LUP # 0207-0105
Permittee: City of Blaine
Expiration Date: 09/15/2032
Coop./Const. Agmt # N/A

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Blaine, ("Permittee"), to use the area within the right of way of Trunk Highway No. 65 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Municipal ID Entrance Sign

The Permittee's use of the Area is limited to only the constructing and maintaining a Municipal Identification Entrance Sign ("Facility") and the use thereof may be further limited by Minnesota Statutes Section 173.02 Subdivision 6(a) and Section 173.025. The Permittee will be allowed access from said trunk highway for the purpose of constructing and maintaining the sign. When working on the Area, the Permittee will conduct its operations in accordance with the requirements of the "Minnesota Field manual on Temporary Traffic Control Zone Layouts". No advertising of any nature is permitted on the Sign except that the Permittee may incorporate a short promotional slogan which has historically been used in the identification of the Permittee.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 09/15/2032 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

- 4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
- 5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and

perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

- 7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, incomelevel, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
- 8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
- 9. ASSIGNMENT. No assignment of this LUP is allowed.
- 10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
- 11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
- 12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor Blaine City Hall 10801 Town Square Drive NE Blaine, MN 55449

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

- 14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
 - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT	CITY OF BLAINE
OF TRANSPORTATION	Ву
RECOMMENDED FOR APPROVAL By: District Engineer	Its
Date	Its
APPROVED BY: COMMISSIONER OF TRANSPORTATION	
By:	
Date	

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

PLAN SYMBOLS

CONC. RETAINING WALL. RAILROAD RIGHT-OF-WAY LINE_

RAILROAD SNOW FENCE

RIVER OR CREEK.

STATE LINE_ TOWNSHIP OR RANGE LINE QUARTER LINE. RIGHT-OF-WAY LINE PRESENT RIGHT-OF-WAY LINE_ CONTROL OF ACCESS LINE ___ PROPERTY LINE (Except Land Lines)_
VACATED PLATTED PROPERTY_____

DRAIN TILE .. DROP INLET.... BARBED WIRE FENCE. CHAIN LINK FENCE.

NAME

STONE WALL OR FENCE. _ಌಌಌಌಌಌ RAILROAD CROSSING SIGN RAILROAD CROSSING BELL FI FCTRIC WARNING SIGN MEANDER CORNER___

BRUSH NURSERY CATCH BASIN

1-5-1 2

F-FRAME S-STONE C-CONCRETE T-TILE B-BRICK ST-STUCCO IRON PIPE OR ROD MONUMENT (STONE, CONCRETE, OR METAL)

BORROW PIT_ ROCK QUARRY

UTILITY SYMBOLS POWER POLE LINE ON TELEPHONE POLES ANCHOR STEEL TOWER STREET LIGHT PEDESTAL (TELEPHONE CABLE TERMINAL.) GAS MAIN WATER MAIN CONDUIT <u>—</u>T—— TELEPHONE CABLE IN CONDUIT ELECTRIC CABLE IN CONDUIT TELEPHONE MANHOLE ELECTRIC MANHOLE BURIED TELEPHONE CABLE -T-BUR-AERIAL TELEPHONE CABLE SEWER, (STORM)

Exhibit A LUP 0207-0105 Page 1 of 8

ENTRANCE MONUMENT SIGN BLAINE

CITY OF BLAINE, MINNESOTA



PROJECT LOCATION: MN 65 AND 89TH AVE

PLAN REVISIONS			
DATE	SHEET NO.	APPROVED BY	

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", SHALL GOVERN.

INDEX

SHEET NO. SHEET DESCRIPTION TITLE SHEET
GENERAL LAYOUT
EXISTING CONDITION & REMOVAL PLAN

SITE PLAN GRADING PLAN LANDSCAPE PLAN

DETAILS

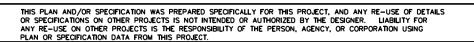
THIS PLAN CONTAINS 8 SHEETS

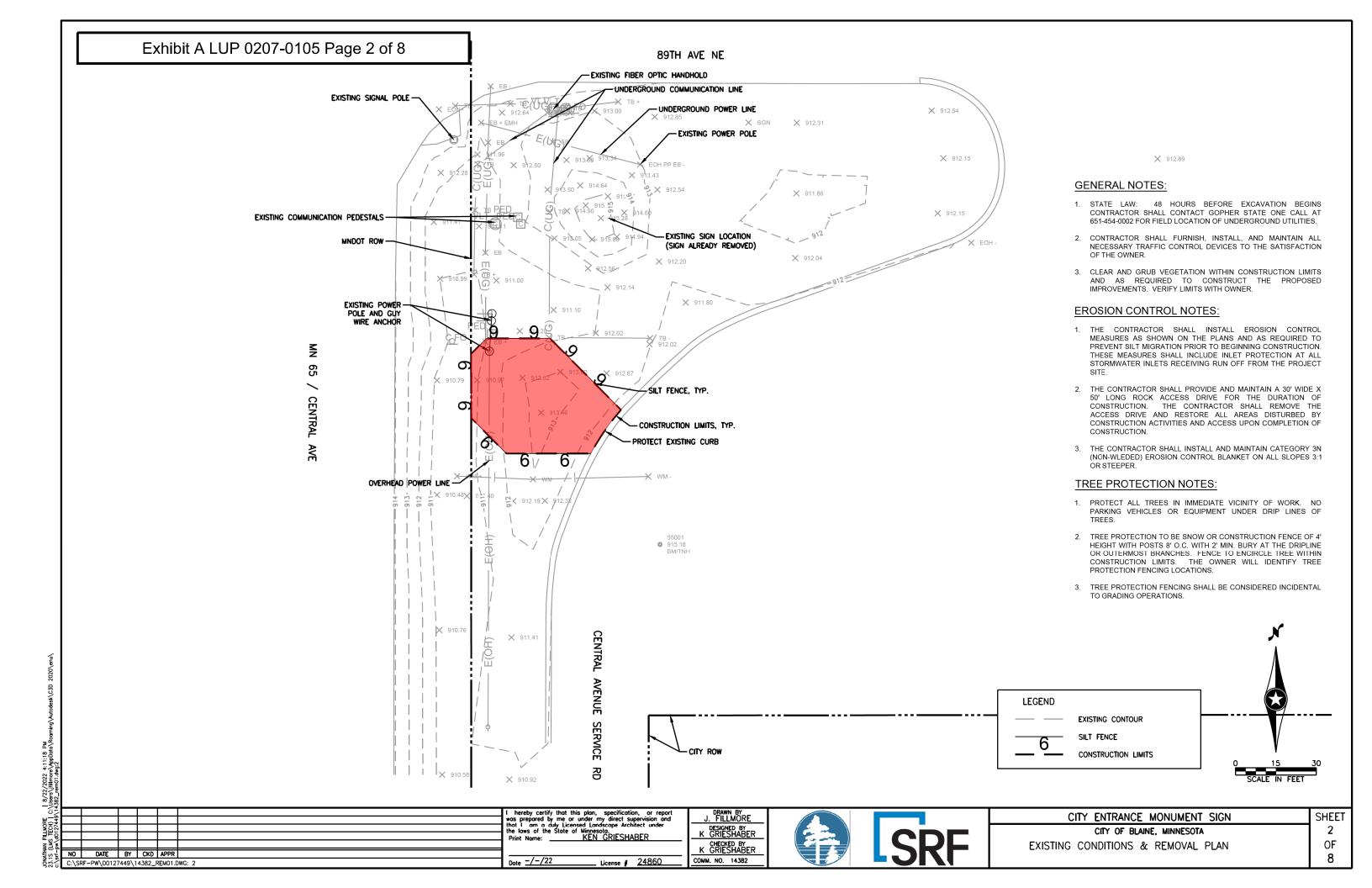
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF

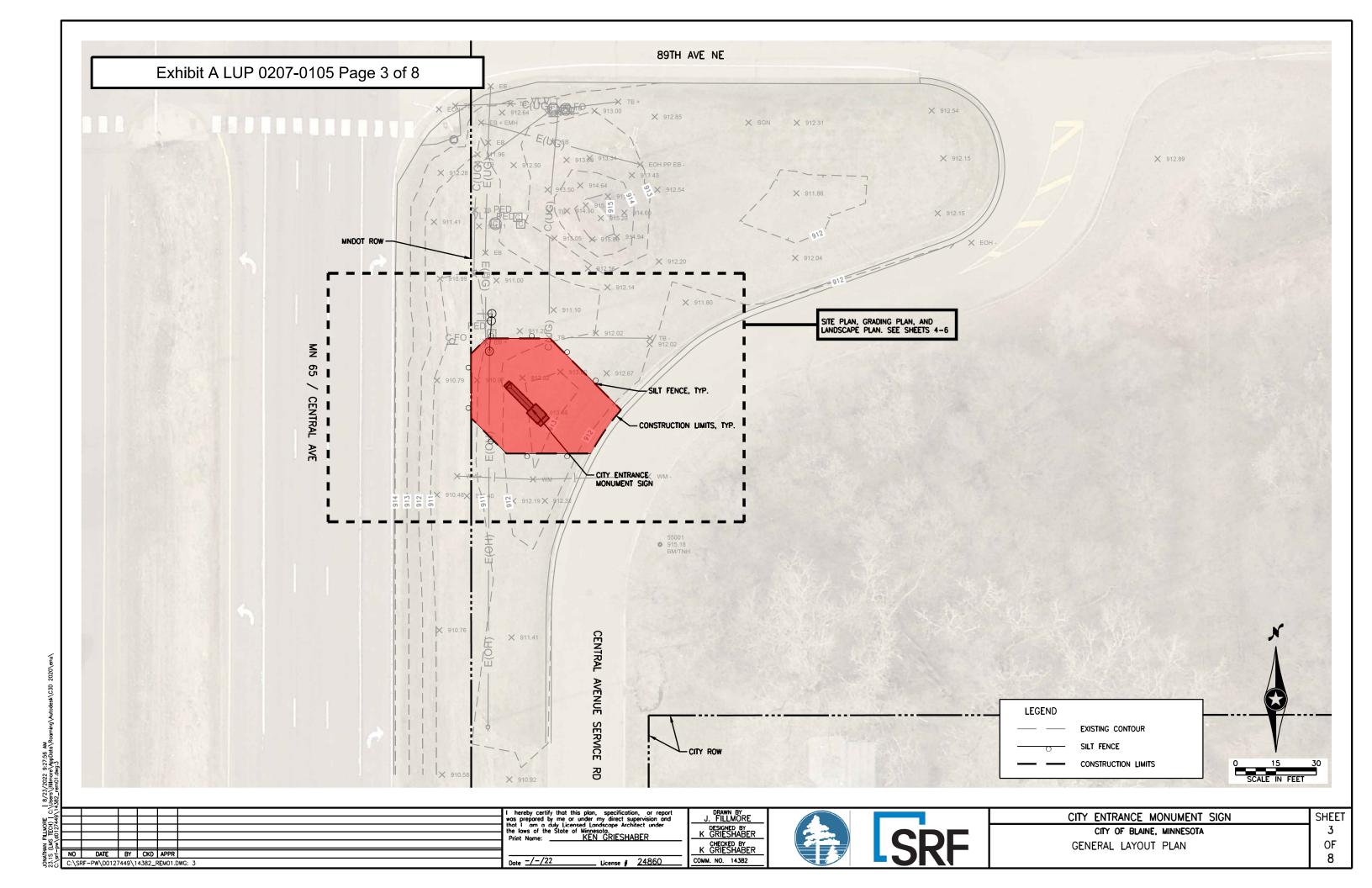
DATE X/X/2022 LIC. NO. 24860 KEN GRIESHABER PRINT NAME

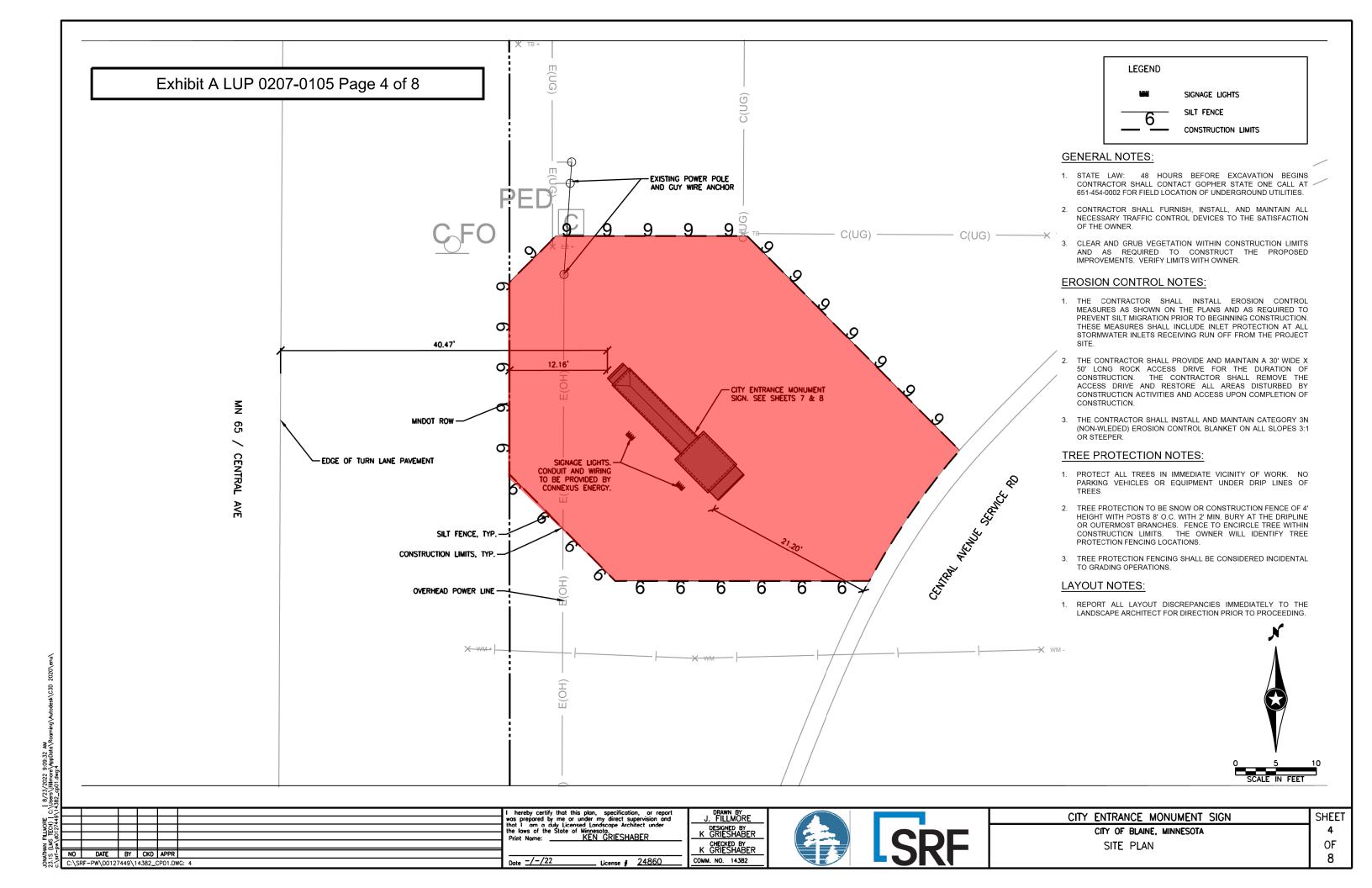


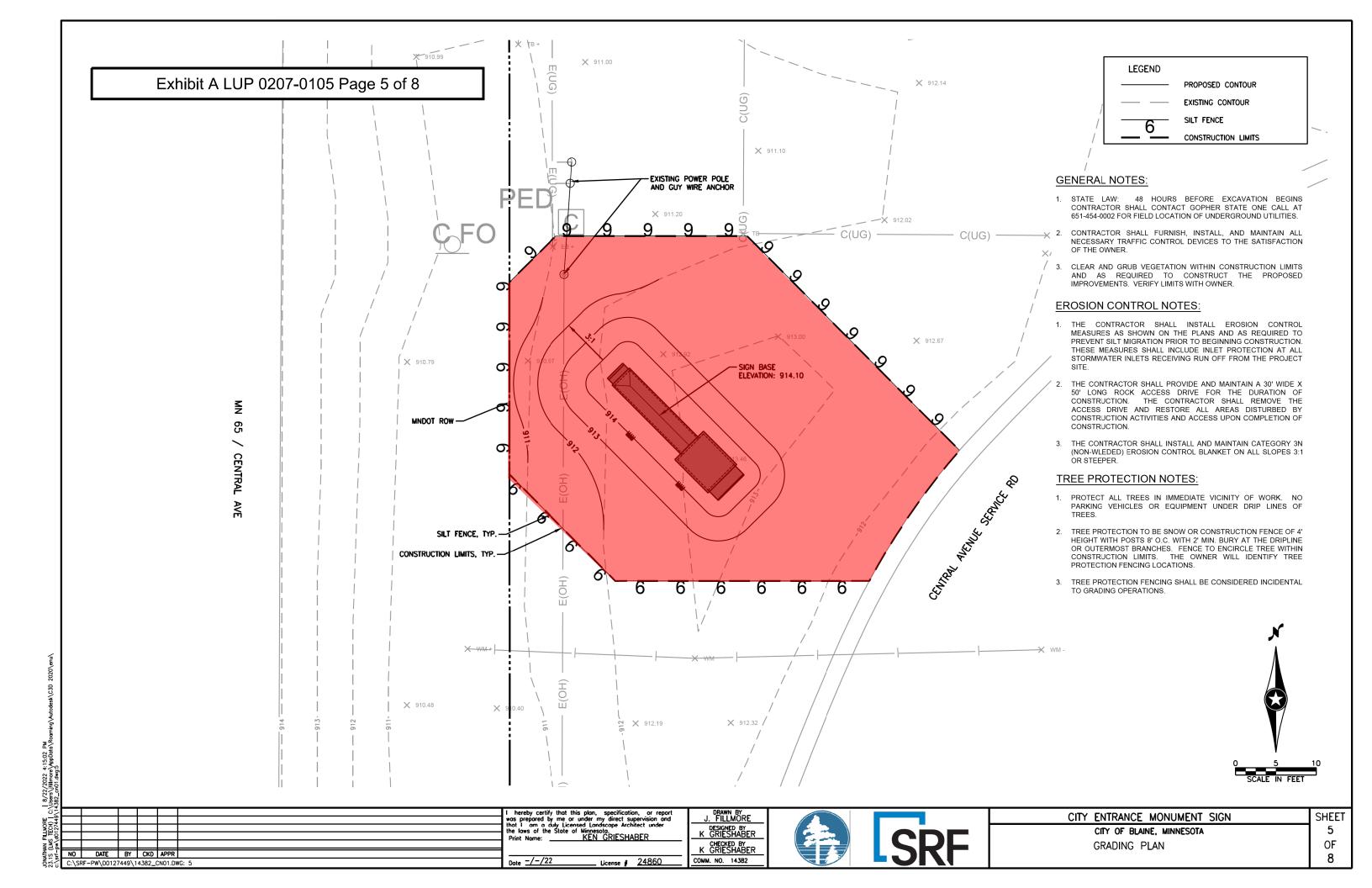


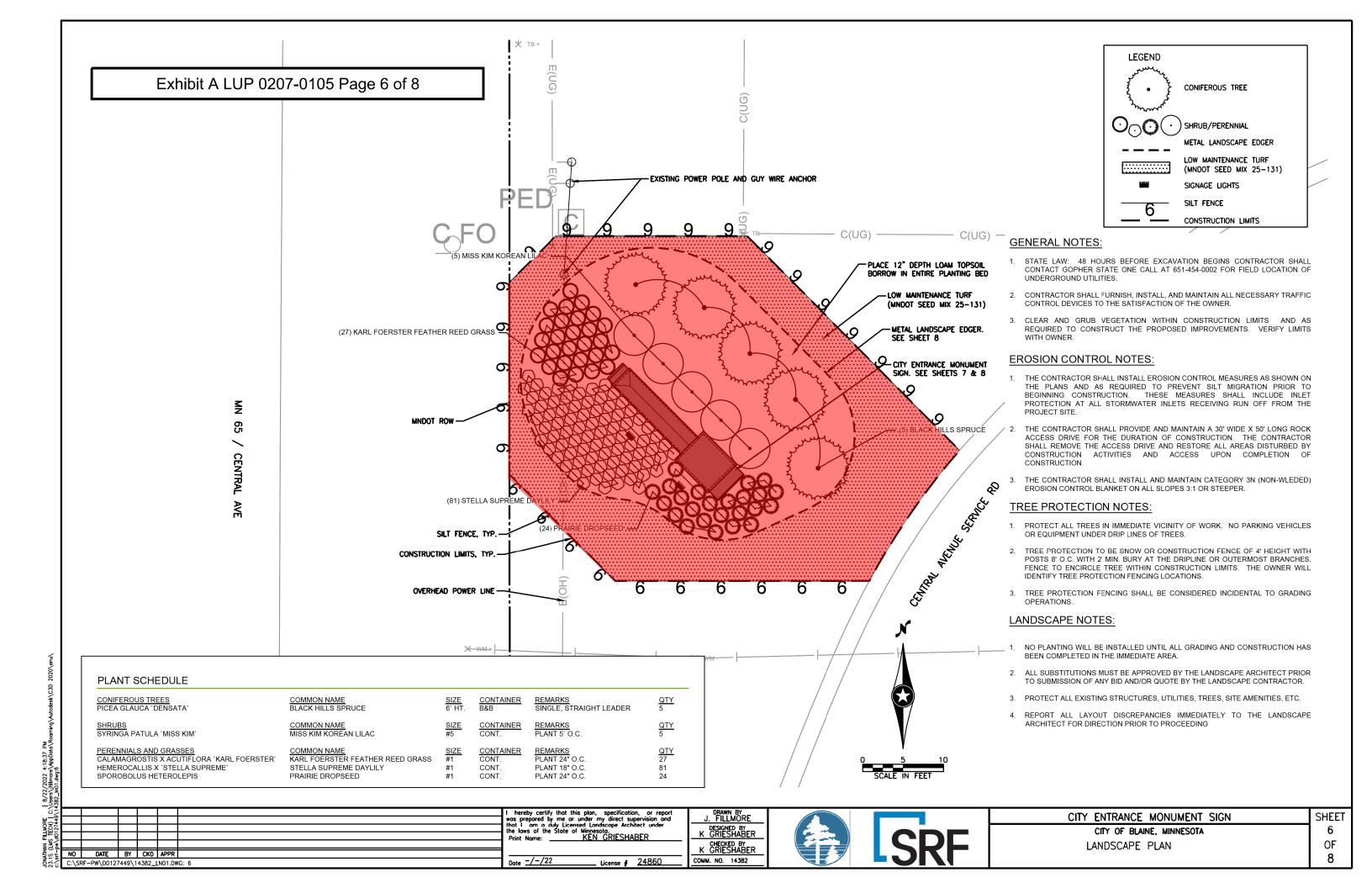


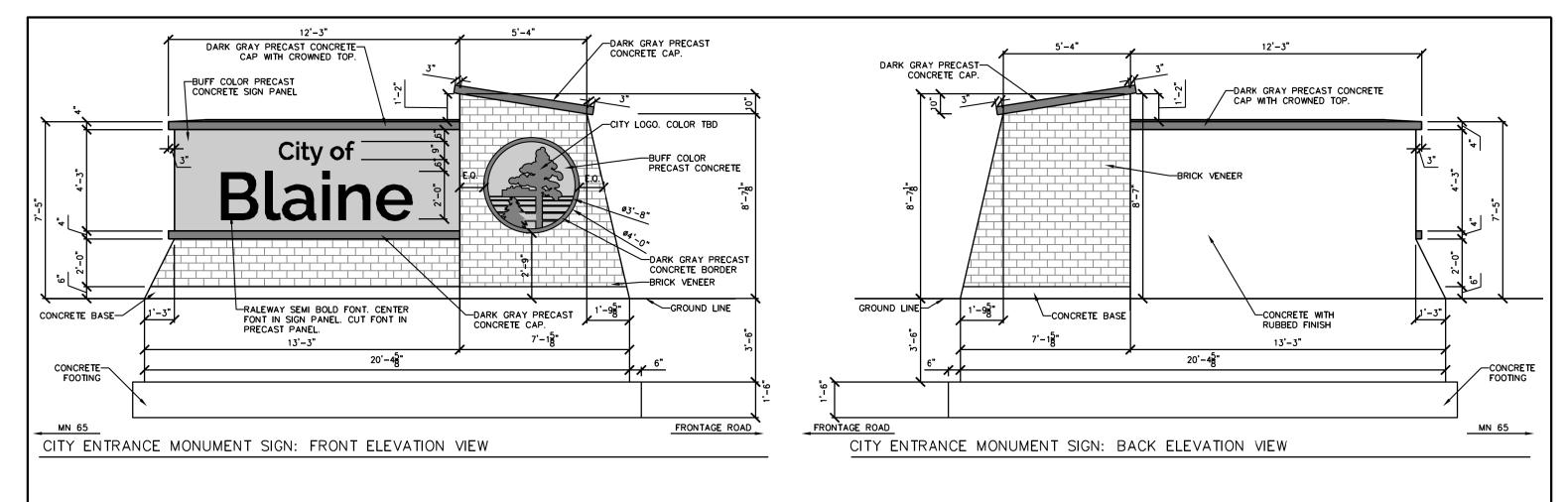


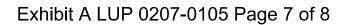












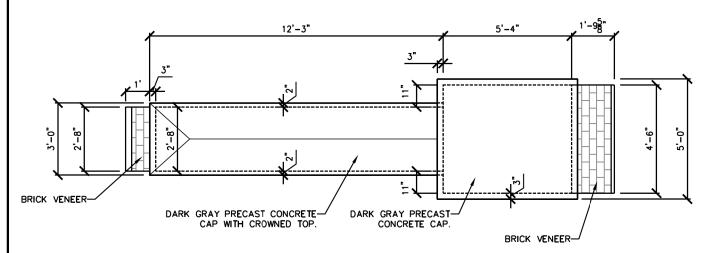
CITY ENTRANCE MONUMENT SIGN: PLAN VIEW

PRECAST CONCRETE COLOR AND BRICK VENEER

BUFF COLOR: STONEWORKS INDIANA LIMESTONE #2477

DARK GRAY: STONEWORKS ONYX BLACK #1620

BRICK VENEER: BELDEN NASSAU FULL RANGE



* *	5'-0" DARK GRAY PRECAST CONCRETE CAP.
4'-3"	BRICK VENEER DARK GRAY PRECAST CONCRETE CAP WITH CROWNED TOP. BUFF COLOR PRECAST CONCRETE SIGN PANEL
6" 4" 4" 4'.	DARK GRAY PRECAST CONCRETE CAP. 2" CONCRETE BASE GROUND LINE
36°.	11" 2'-8" 11" CONCRETE FOOTING

CITY ENTRANCE MONUMENT SIGN: SIDE ELEVATION VIEW

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscope Architect under the laws of the State of Minnesota.

Print Name: KEN GRIESHABER

License # 24860

Date -/-/22

J. FRAWN BY
J. FILLMORE

DESIGNED BY
K GRIESHABER
CHECKED BY
K GRIESHABER
COMM. NO. 14382





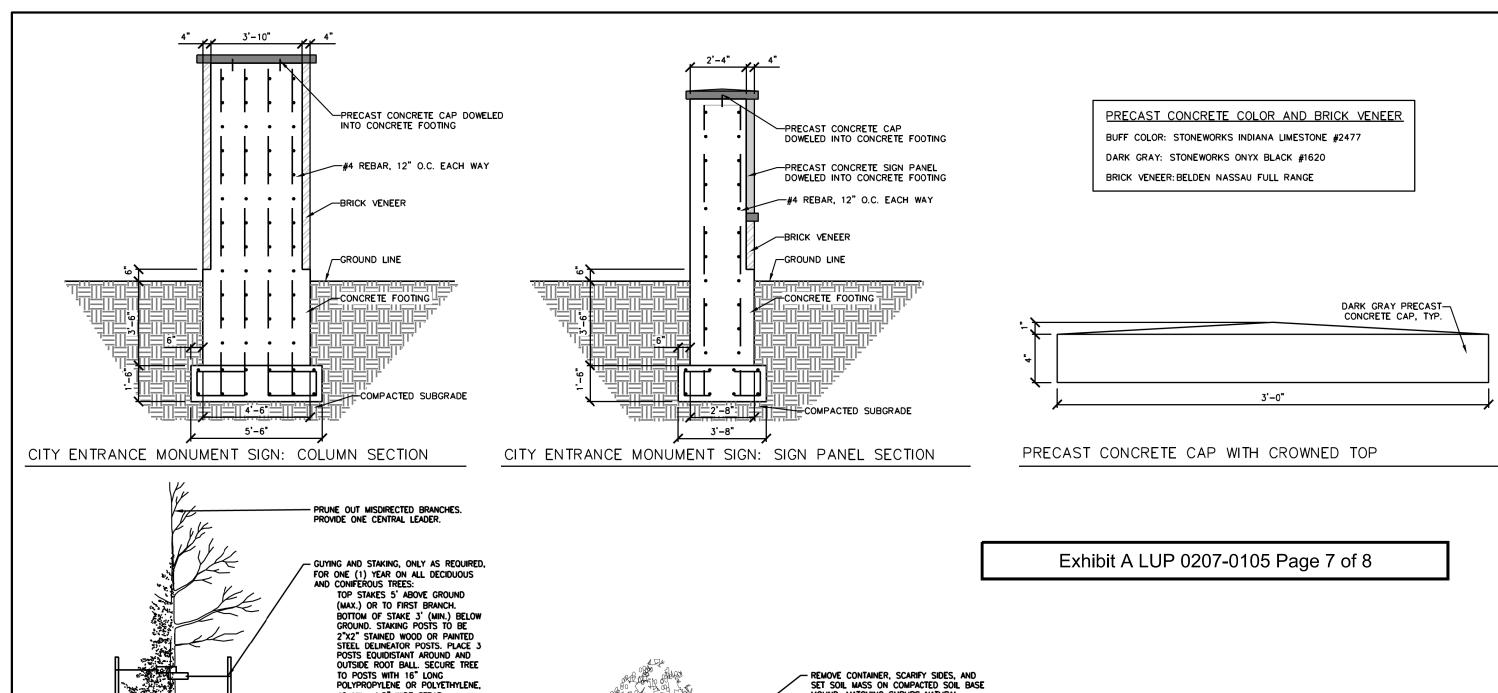
CITY ENTRANCE MONUMENT SIGN

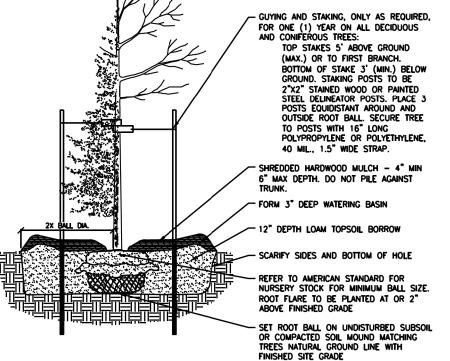
CITY OF BLAINE, MINNESOTA

DETAILS

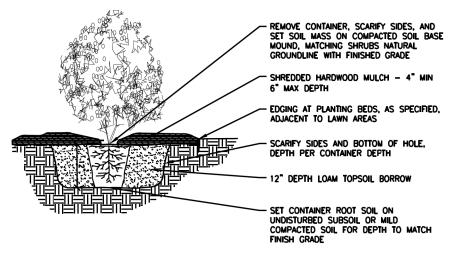
OF

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DECIDUOUS/CONIFEROUS TREE PLANTING DETAIL



#" STEEL LANDSCAPE EDGER, TOP EDGE BELOW MOW LINE.

SPECIFIED MULCH, SHALL BE 1/2" BELOW TOP OF EDGER.

PLANTING BED SOIL MIX TO BE MINIMUM OF 4" BELOW EDGING TOP TO ALLOW FOR ADEQUATE LIP FOR MULCH.

12" STEEL STAKE, FASTENED TO EDGER AND ANCHORED INTO GROUND

SHRUB/PERENNIAL PLANTING DETAIL

STEEL LANDSCAPE EDGER DETAIL

8/2 \Users 4382_	700				
7449\1:	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	was prepared by me or under my direct supervision and J.	DRAWN BY FILLMORE	CITY ENTRANCE MONUMENT SIGN	SHEET
12 E		the lows of the state of millesta.	ESIGNED BY CRIESHABER	CITY OF BLAINE, MINNESOTA	8
HAN FIL (LMS 1 -pw/d0		Print Name: KEN GRIESHABER	HECKED BY PRIFSHARER	DETAILS	OF
JONATI 23.1S c:\srf-	NO DATE	Date <u>-/-/22</u> License # 24860 COMM.	NO. 14382		8

EXHIBIT B

CITY OF BLAINE

RESOLUTION

IT IS RESOLVED that the City of Blaine enter into Limited Use Permit No. 0207-0105 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Blaine upon, along and adjacent to Trunk Highway No. 65 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the City of Blaine, Minnesota that the Mayor and City Manager are authorized to execute the Limited Use Permit.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Blaine, Minnesota at an authorized meeting held on the 17 day of October, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this day of, 2022	(Signature)
Notary Public	(Type or Print Name)
My Commission Expires	(Title)
AGIANT	
40 STAT	(Signature)
	(Type or Print Name)
	(Title)

C.S. 0207 (T.H. 65) LUP # 0207-0105