

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 3116 (T.H. 169)
C.S. 3103 (T.H. 2)
County of Itasca
LUP # 3103-0021
Permittee: City Of Grand Rapids
Terminates: 11/09/2026

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 Grand Rapids, ("Permittee"), to use the area within the right of way of Trunk Highway No. 169, 2 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 11/09/2026 ("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.

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 Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. 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.
7. **CIVIL RIGHTS.** The Permittee, for itself, its successors, and assigns, agrees to abide by the provisions of Title VI Appendix C of the Civil Rights Act of 1964, which provides in part that no person in the United States, shall on the grounds of race, color, or national origin, be excluded from, or denied use of any Facility.
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 materialmen's 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:

420 N Pokegama Ave
Grand Rapids, MN 55744

and to MnDOT at:

State of Minnesota
Department of Transportation
District 1 Right of Way
1123 Mesaba Avenue
Duluth, MN 55811

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

14. **INDEMNITY.** Permittee shall defend, indemnify, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from and against:
 - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, regardless of whether such injury, death, loss or damage is caused in part by the negligence of State of Minnesota or is deemed to be the

MINNESOTA
DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: *[Signature]*

for — District
Engineer

Date 11-14-16

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: *[Signature]*
Acting Director, Office of Land Management

Date 3/7/14

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.

CITY OF GRAND RAPIDS

By: *[Signature]*
Mayor

Date 11-21-16

And *[Signature]*
City Clerk

Date 11-21-16

Councilor Zabinski introduced the following resolution and moved for its adoption:

EXHIBIT B

RESOLUTION NO. 16-66

**A RESOLUTION IN RECOGNITION OF
AN EXISTING CITY OF GRAND RAPIDS
CITY LIMITS SIGN ON THE OUTER EDGE
OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S
RIGHT-OF-WAY ON HIGHWAY 2 WEST**

WHEREAS, the Existing City Limits Sign is currently located on the outer edge of the Minnesota Department of Transportation's Right-Of-Way on Highway 2 West.

WHEREAS, the authorization of this resolution will be forwarded to the proper parties of the State of Minnesota Department of Transportation, for their review and approval of the existing City Limits Sign.

WHEREAS, the City of Grand Rapids is responsible for the maintenance of the Existing City Limits Sign.

BE IT RESOLVED BY THE CITY OF GRAND RAPIDS:

That all previously written and unwritten documents are hereby superseded and that this resolution shall become effective on the day it is adopted.

Adopted this 22nd day of August, 2016.


Dale Adams, Mayor

Attest:


Kimberly Gibeau, City Clerk

Councilor Blake seconded the foregoing resolution and the following voted in favor thereof: Christy, Zeige, Zabinski, Blake, Adams; and the following voted against same: None; whereby the resolution was declared duly passed and adopted.

S.E.
 Entire Tract
 Lots 3, 4 & 5
 S.E.

PAR 2404 (cont)
 Coit, Lof & Electric Cooperative Inc.
 Entire Tract Sec 18-55-25
 New T.H. RAW
 S.E.
 RECONVEYANCE QCD
 DATED 09/17/2009
 19-55-25
 T7832C
 0.11 Ac. (Exp. 12-1-72)
 12/1/72

Pt. Gov't. Lot 4 Sec. 18
S.E. (Exp. 12-1-72) 0.7

R.P. 1812

R.25W.	T.55N.
R.26W.	T.55N.



Councilor Zabinski introduced the following resolution and moved for its adoption:

EXHIBIT B

RESOLUTION NO. 16-67

**A RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS
PUBLIC WORKS DEPARTMENT TO ERECT A NEW CITY LIMITS SIGN
ON THE OUTER EDGE OF
THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY
ON HIGHWAY 169 EAST**

WHEREAS, the City of Grand Rapids will be requesting to place a new City Limits Sign on the outer edge of the Minnesota Department of Transportation's Right-of-Way on Highway 169 East, as per this Resolution's adoption.

WHEREAS, the authorization of this Resolution will be forwarded to the proper parties of the State of Minnesota Department of Transportation for their review and approval of the new City Limits Sign.

WHEREAS, the installation of the new City Limits Sign will comply with Minnesota Department of Transportation's requirements and specifications.

WHEREAS, the City of Grand Rapids will be responsible for the maintenance of the new City Limits Sign located on the outer edge of the Minnesota Department of Transportation's Right-of-Way on the north side of Highway 169 East.

WHEREAS, the Public Works Director has reviewed and recommended authorizing the new City Limits Sign.

BE IT RESOLVED BY THE CITY OF GRAND RAPIDS:

That all previously written and unwritten documents are hereby superseded and that this resolution shall become effective on the day it is adopted.

Adopted this 22nd day of August, 2016.


Dale Adams, Mayor

Attest:


Kimberly Gibeau, City Clerk

Councilor Blake seconded the foregoing resolution and the following voted in favor thereof: Zeige, Christy, Blake, Zabinski, Adams; and the following voted against same: None; whereby the resolution was declared duly passed and adopted.



WELCOME TO

GRAND RAPIDS

IT'S IN MINNESOTA'S NATURE

185.39 in

4"x4"x1/8" wall steel

Bolted or welded joint

1/2" plywood box

12"x16" HDU sign face appr

6"x6"x1/4" wall Direct Burial

36.58 in