

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 0206 (T.H. 47)
County of Anoka
LUP # 0206-0111
Permittee: City of St. Francis
Expiration Date: 03/28/2035
Coop./Const. Agmt #84634

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 St. Francis, ("Permittee"), to use the area within the right of way of Trunk Highway No. 47 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.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by the Code of Federal Regulations, including, but not limited to 23 C.F.R. 217 also published as the Federal-Aid Policy Guide.

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued Limited Use permit affecting the Area, specifically: The permit, #0206-022, was issued on 9/6/2006 on CS 0206 (TH 47=110). Upon issuance of this permit the earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 03/28/2035 ("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, income-level, 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:

Director of Public Works
City of Saint Francis
4058 St. Francis Blvd NW
St. Francis, MN 55070

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. **INDEMNIFICATION AND RELEASE.** 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, employees, the FHWA, and any successors and assigns of the foregoing, from and against 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 Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT 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. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

CITY OF ST. FRANCIS

By: _____
District Engineer

Date _____

APPROVED BY:
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

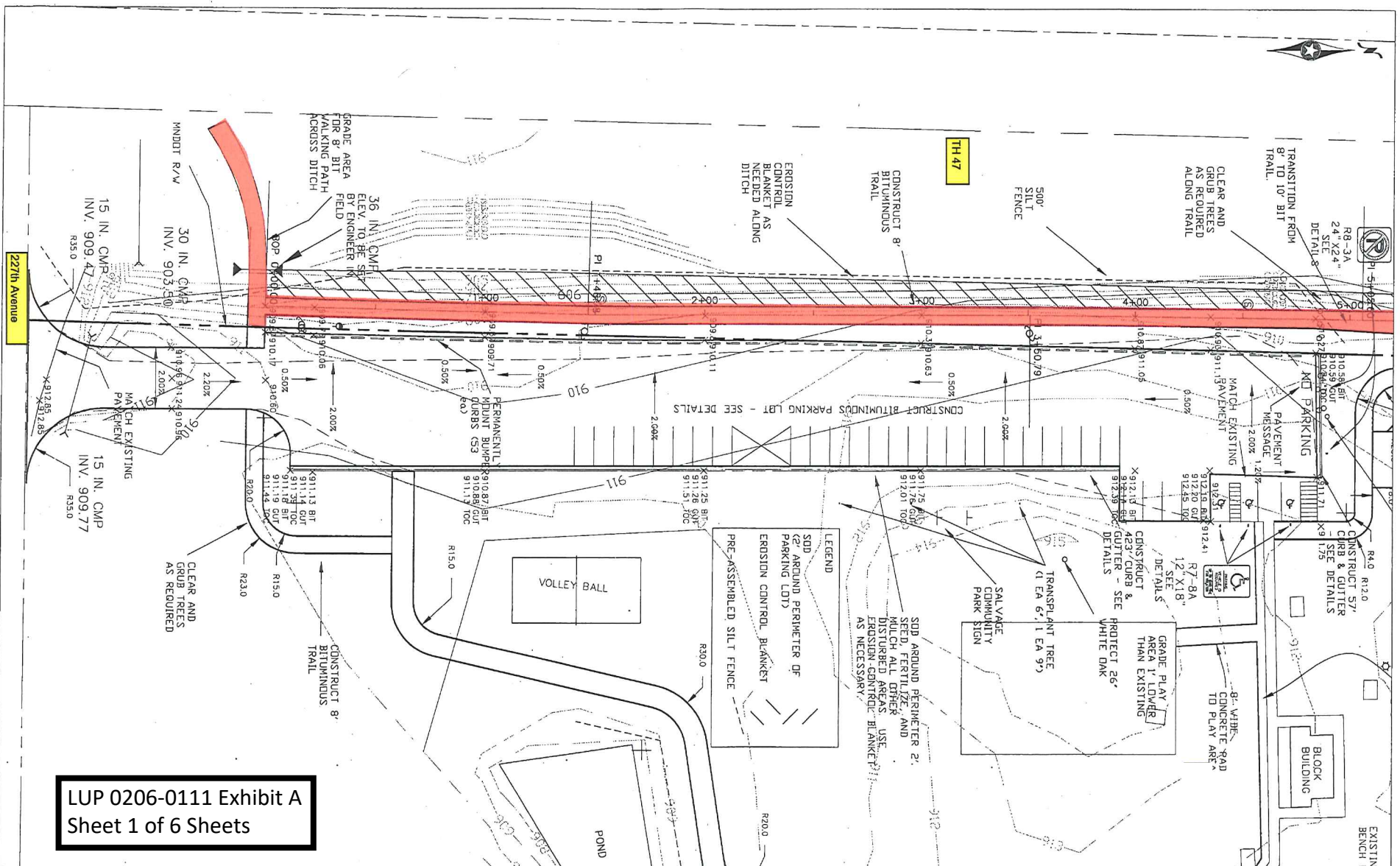
By _____

Mark Vogel, Its Mayor

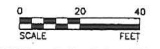
And _____

Kate Thunstrom Its City Administrator

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.



LUP 0206-0111 Exhibit A
Sheet 1 of 6 Sheets



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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRADLEY C. DEWOLF
24000
DATE 6/28/2006

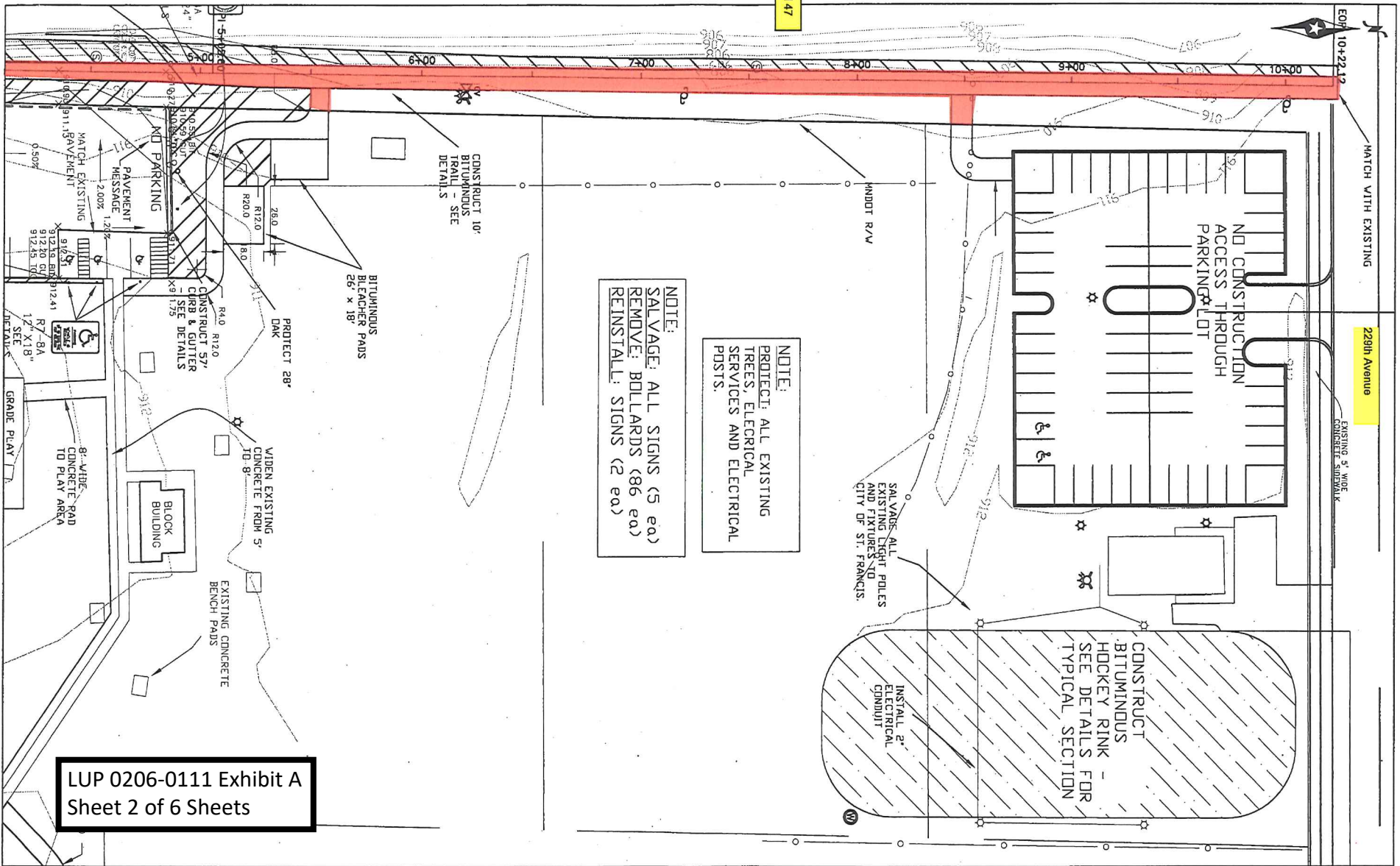
BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FARMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

REV	BY	DATE

CITY OF ST. FRANCIS, MINNESOTA
CITY PARK IMPROVEMENTS - 2006
COMMUNITY PARK PLAN

SHEET 1 OF 4

©Bolton & Menk, Inc. 2006. All Rights Reserved
HL51TR\W1337976\EP (Community park)\Common park in MNDOT ROW\Community Park_Parking.dwg 107-07-2006 1:25 pm



TH 47

10+22.12

MATCH WITH EXISTING

229th Avenue

EXISTING 5' WIDE
CONCRETE SIDEWALK

NO CONSTRUCTION
ACCESS THROUGH
PARKING LOT

CONSTRUCT
BITUMINOUS
HOCKEY RINK -
SEE DETAILS FOR
TYPICAL SECTION

INSTALL 2"
ELECTRICAL
CONDUIT

SALVAGE ALL
EXISTING LIGHT POLES
AND FIXTURES TO
CITY OF ST. FRANCIS.

NOTE:
PROTECT ALL EXISTING
TREES, ELECTRICAL
SERVICES AND ELECTRICAL
POSTS.

NOTE:
SALVAGE ALL SIGNS (5 ea.)
REMOVE BOLLARDS (86 ea.)
REINSTALL SIGNS (2 ea.)

BITUMINOUS
BLEACHER PADS
26' x 18'

PROTECT 28'

WIDEN EXISTING
CONCRETE FROM 5'
TO 8'
EXISTING CONCRETE
BENCH PADS

8'-WIDE
CONCRETE ROAD
TO PLAY AREA

BLOCK
BUILDING

NO PARKING
PAVEMENT
MESSAGE

CONSTRUCT 10'
BITUMINOUS
TRAIL - SEE
DETAILS

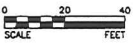
CONSTRUCT 37'
CREB & GUTTERS
15' SEE DETAILS

PROTECT 75'

MATCH EXISTING
PAVEMENT

PROTECT 75'

LUP 0206-0111 Exhibit A
Sheet 2 of 6 Sheets



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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRADLEY C. DEWOLF
24000
DATE 6/29/2006

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

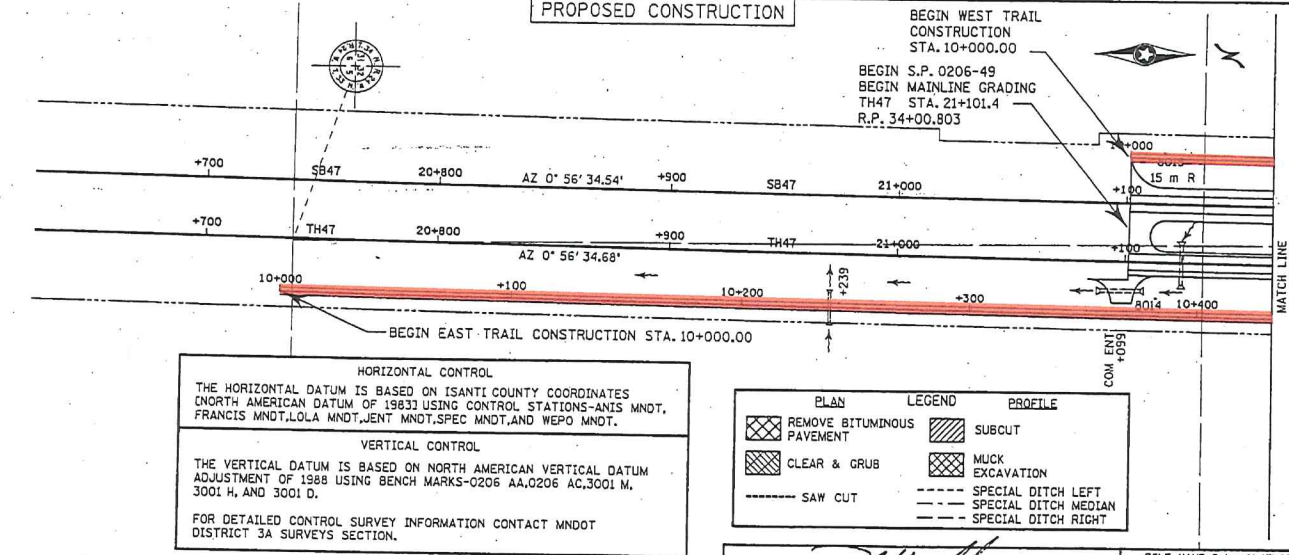
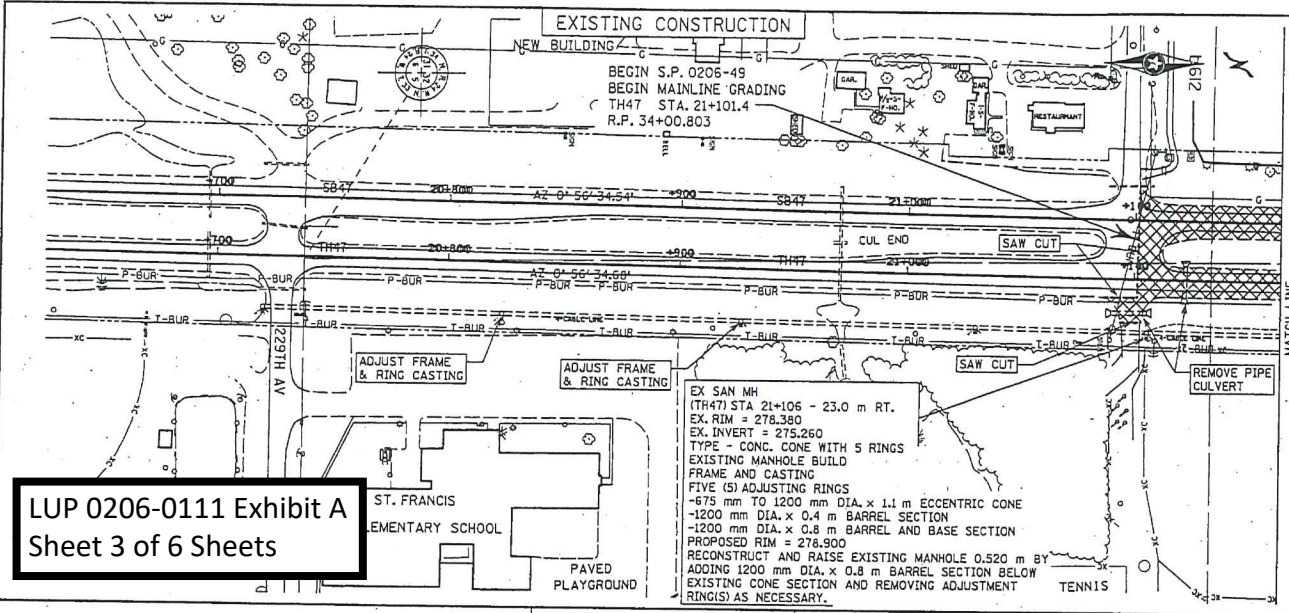
REV.	BY	DATE

CITY OF ST. FRANCIS
CITY PARK IMPROVEMENTS - 2006
COMMUNITY PARK

SHEET
2
OF
4

©Bolton & Menk, Inc. 2006. All Rights Reserved
L:\STFR\0206-0111\02 (Community park)\Comm park in MNDOT ROW\Community Park\Revised_BSE2.dwg 07-07-2006 1:03 pm

LUP 0206-0111 Exhibit A
Sheet 3 of 6 Sheets

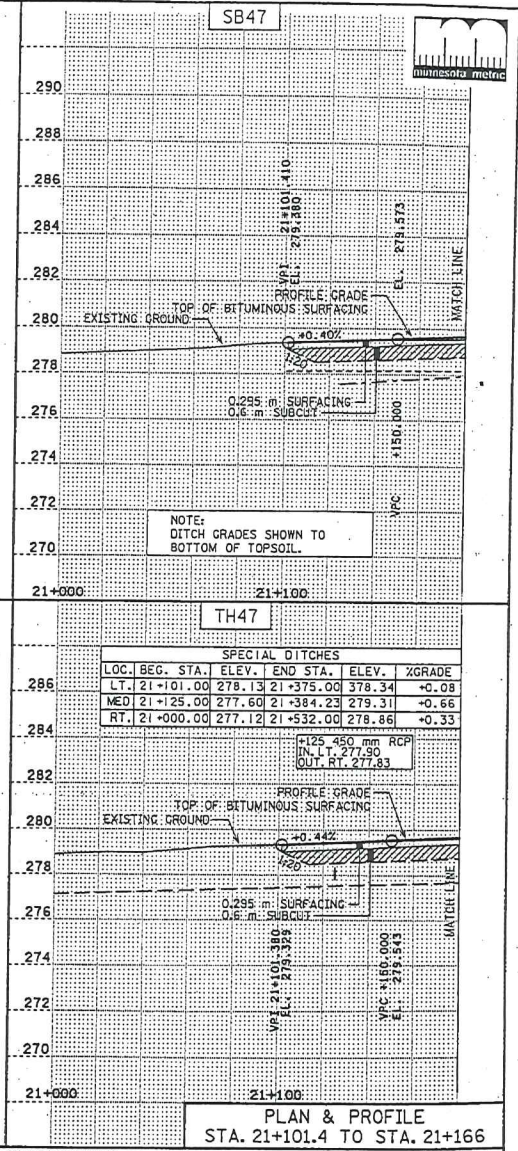


HORIZONTAL CONTROL
 THE HORIZONTAL DATUM IS BASED ON ISANTI COUNTY COORDINATES NORTH AMERICAN DATUM OF 1983 USING CONTROL STATIONS-ANIS MNDT, FRANCIS MNDT, LOLA MNDT, JENT MNDT, SPEC MNDT, AND WEPO MNDT.

VERTICAL CONTROL
 THE VERTICAL DATUM IS BASED ON NORTH AMERICAN VERTICAL DATUM ADJUSTMENT OF 1988 USING BENCH MARKS-0206 AA, 0206 AC, 3001 M, 3001 H, AND 3001 D.

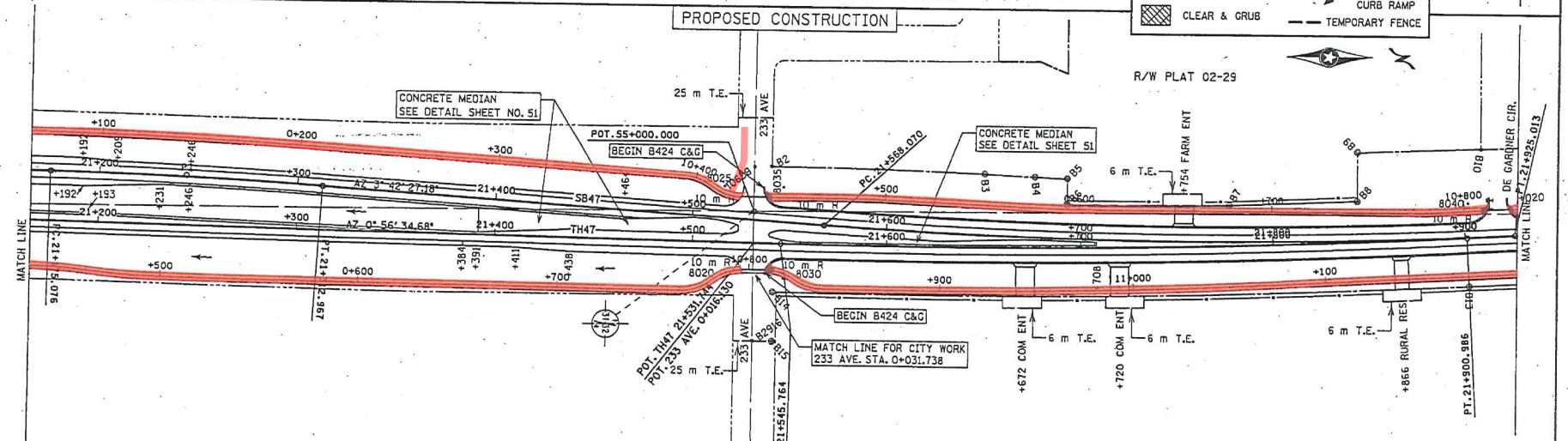
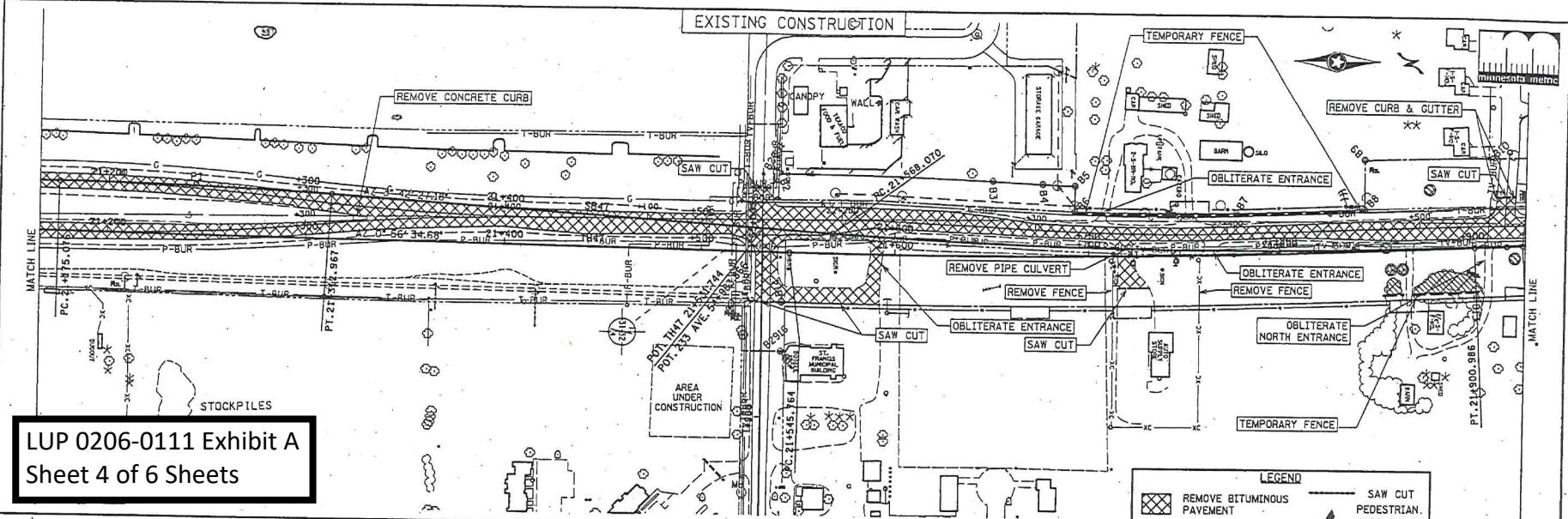
FOR DETAILED CONTROL SURVEY INFORMATION CONTACT MNDOT DISTRICT 3A SURVEYS SECTION.

PLAN	LEGEND	PROFILE
[Cross-hatched box]	REMOVE BITUMINOUS PAVEMENT	[Diagonal lines box]
[Diagonal lines box]	CLEAR & GRUB	[Diagonal lines box]
[Dashed line]	SAW CUT	[Diagonal lines box]
		[Diagonal lines box]
		[Diagonal lines box]
		[Diagonal lines box]
		[Diagonal lines box]
		[Diagonal lines box]



CERTIFIED BY *[Signature]* LIC. NO. 23164
 LICENSED PROFESSIONAL ENGINEER

LUP 0206-0111 Exhibit A
Sheet 4 of 6 Sheets



CERTIFIED BY *[Signature]* LIC. NO. 23164

FILE NAME: S:\prj\147\0206\49\des\gr\020649.cp2

2/24/2003

STATE PROJ. NO. 0206-49 ETC. (T.H. 47) SHEET NO. 101 OF 222 SHEETS

PLAN
STA. 21+166 TO STA. 21+926

INDEPENDENT SCHOOL DIST #15
23026 AMBASSADOR BOULEVARD

MILL BITUMINOUS PAVEMENT AT MATCH POINT SEE (1/4)

ST. FRANCIS BOULEVARD (HWY 47)

BEGIN S.A.P. 235-102-002 STA 0+55

ADJUST GATE VALVE

MNDOT RIGHT OF WAY








RIGHT OF WAY

229TH AVENUE

SEE SHEET 29

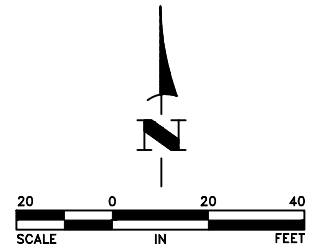
CITY OF ST. FRANCIS
3948 229TH AVENUE

LEGEND

-  REMOVE BITUMINOUS PAVEMENT
-  REMOVE CONCRETE PAVEMENT
-  EXISTING BITUMINOUS PAVEMENT
-  EXISTING CONCRETE PAVEMENT
-  PROPOSED BITUMINOUS MILL AND OVERLAY SEE (5/5)
-  CURB AND WATERMAIN TRUNK REMOVAL
-  SAWCUT BITUMINOUS OR CONCRETE

GENERAL NOTES:

1. SEE SHEET 4 FOR THE GENERAL CONSTRUCTION NOTES.
2. SEE SHEETS 45-50 FOR NEW PEDESTRIAN RAMP CONSTRUCTION.
3. SEE SHEETS 38-44 FOR SIGNAGE AND STRIPING.
4. CITY STANDARD PLATES (CSP) ARE SHOWN ON SHEETS 7-9.
5. ITEM 2106 EXCAVATION COMMON WILL NOT BE MEASURED OR PAID ON 233RD AVENUE OR 229TH AVENUE.



INDEPENDENT SCHOOL DIST #15
23026 AMBASSADOR BOULEVARD

REMOVE 10LF WATERMAIN SEE (2/30) FOR CONSTRUCTION

SAWCUT 10LF BITUMINOUS PAVEMENT
SAWCUT 4LF CONCRETE PAVEMENT
REMOVE 10LF CURB AND GUTTER

SAWCUT 16LF BITUMINOUS PAVEMENT
REMOVE 24 SY BITUMINOUS PAVEMENT
CONSTRUCT 24 SY 3.0" BITUMINOUS PER (3/6)

RIGHT OF WAY

229TH AVENUE

SEE SHEET 30

RIGHT OF WAY

LUP 0206-0111 Exhibit A
Sheet 5 of 6 Sheets

ST. FRANCIS UNITED METHODIST CHURCH
3914 229TH AVENUE

ST. FRANCIS UNITED METHODIST CHURCH
3844 229TH AVENUE

S.A.P. 235-101-003
S.A.P. 235-102-002
S.A.P. 235-121-001
S.A.P. 235-156-001



Mar 12, 2025 - 5:20pm K:\MUNICIPAL\SF326\ENGINEERING\PLAN DWG\SF326_233RD AVE AND 229TH AVE CONST.dwg

DATE	REVISION

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 Professional Engineer under the laws of the State of Minnesota.

Craig J. Jophum
CRAIG J. JOPHUM, P.E.
Date 2/12/25 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: SGJ
CHECKED BY: TAE

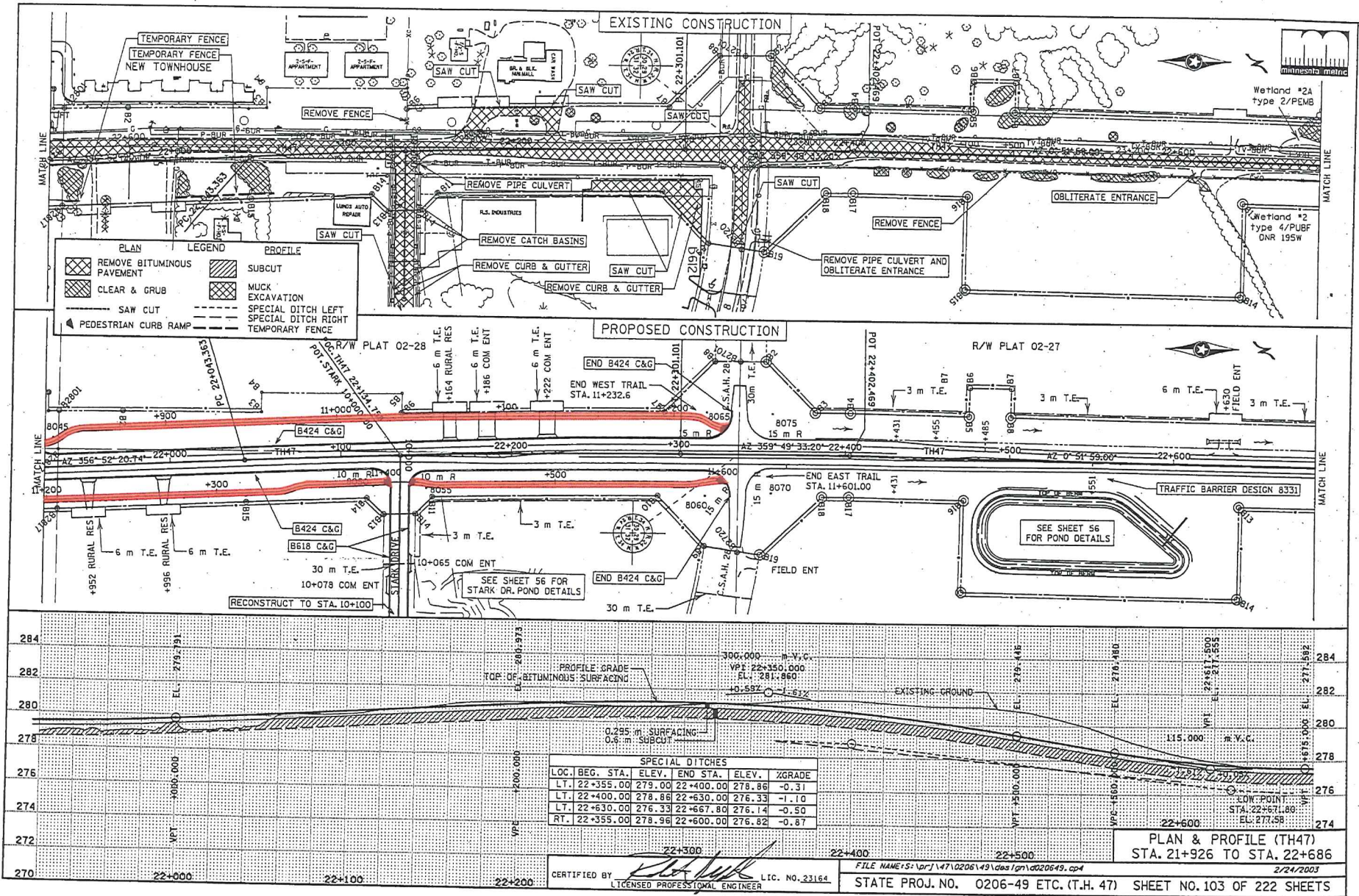


Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

2025 STREET RECONSTRUCTION PROJECT

CONSTRUCTION PLANS
229TH AVENUE
CITY OF ST. FRANCIS, MINNESOTA

SHEET 29 OF 59 SHEETS



LUP 0206-0111 Exhibit A
Sheet 6 of 6 Sheets