

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

AMENDMENT OF LIMITED USE PERMIT
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C.S. 8302 (T.H. 4)
County of Watonwan
LUP # 8302-0004
Permittee: City Of St James
Expiration Date: 02/25/2036

The State of Minnesota, Department of Transportation ("MnDOT") and City Of St James ("Permittee"), entered into Limited Use Permit No. LUP # 8302-0004 ("LUP") involving the construction, maintenance and operation of a Facility as further described in the LUP.

The parties desire to extend the term of the LUP and the parties deem certain amendments and additional terms and conditions mutually beneficial for effective continuation of said LUP.

NOW THEREFORE

MnDOT and Permittee agree to amend the LUP with the substitution of the following terms and conditions which shall become part of the LUP.

1. Effective on 02/25/2026, the LUP is renewed for a period of ten (10) years commencing on 02/25/2026 and continuing through 02/25/2036 with the right of termination in MnDOT as set forth in the LUP.
2. Effective on 02/25/2026, Exhibit B is deleted, and the attached certified copy of the Resolution is substituted therefor.
3. Effective on 02/25/2026, Paragraphs 6, 7 and 14 of the Limited Use Permit are deleted and the following Paragraphs 6, 7 and 14 are substituted therefor:
 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.

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.

4. MnDOT and Permittee agree that the electronic signature of a party to this LUP will be as valid as an original signature of such party and will be effective to bind such party to this LUP. The parties further agree that any document (including this LUP and any attachments or exhibits to this LUP) containing, or to which there is affixed, an electronic

signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to 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 will not affect the enforceability of this LUP.

5. Except as specifically provided herein, the terms and conditions of the LUP are confirmed and continued in full force and effect. By this Amendment the terms and conditions herein incorporated into the LUP.



MINNESOTA DEPARTMENT

CITY OF ST JAMES

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

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.