

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 2510 (T.H. 58)
County of Goodhue
LUP # 2510-0047
Permittee: County of Goodhue
Expiration Date: 12/01/2034

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 County of Goodhue, ("Permittee"), to use the area within the right of way of Trunk Highway No. 58 as shown in orange 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.

Snowmobile Trail - Nighttime, Two Way Use

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 12/01/2034 ("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 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:

Auditor
Goodhue County Courthouse
509 West 5th Street
Red Wing, MN 55066

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

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 in connection with Permittee's construction, maintenance and operation of the snowmobile Area or Facility, 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

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

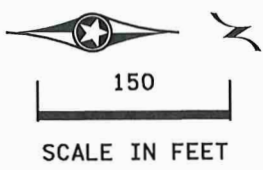
Date _____

COUNTY OF GOODHUE

By _____
Its Chairman of the County Board

And _____
Its Auditor in his capacity as
Clerk of the County Board

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.



BEGIN SP 025-070-020
STA 996+78.20 (9EB)
STA 896+78.20 (9WB)
VIEW A

10' T.O.
IN STREET

251' T.O.
IN STREET
VIEW 3

VIEW 1

VIEW 2

END SP 2510-55
STA 467+05.30 (58NB)
STA 367+08.63 (58SB)

END SP 025-070-020
STA 1004+37.90 (9EB)
STA 904+37.40 (9WB)

BEGIN SP 2510-55
STA 454+20.00 (58NB)
STA 354+20.00 (58SB)

427' T.O.
IN STREET

VIEW 4

PLAN SHEET NUMBERS							
	INPLACE TOPOGRAPHY & UTILITIES AND REMOVAL PLAN	CONSTRUCTION PLAN	DRAINAGE AND SUPERELEVATION PLAN	EROSION CONTROL AND TURF ESTABLISHMENT PLAN	PAVEMENT MARKING PLAN	SIGNING PLAN	LIGHTING PLAN
VIEW A	15	-	-	-	-	-	SL1
VIEW 1	-	52	61	67	PM2	ST8	-
VIEW 2	-	53	62	68	PM3	ST9	-
VIEW 3&4	-	54	63	69	PM4	ST10	-

MODEL NAME: Sheet1
PLOT DATE: 9/13/2023

NO	DATE	APPR	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.

DESIGNED: RTF
PRINT NAME: R THOMAS FIDLER
APPROVED: RTF
DATE: 9/13/2023
SIGNATURE: *R Thomas Fidler*
PROJ. NO. 193805532 DATE: 9/13/2023 LIC. NO. 28124

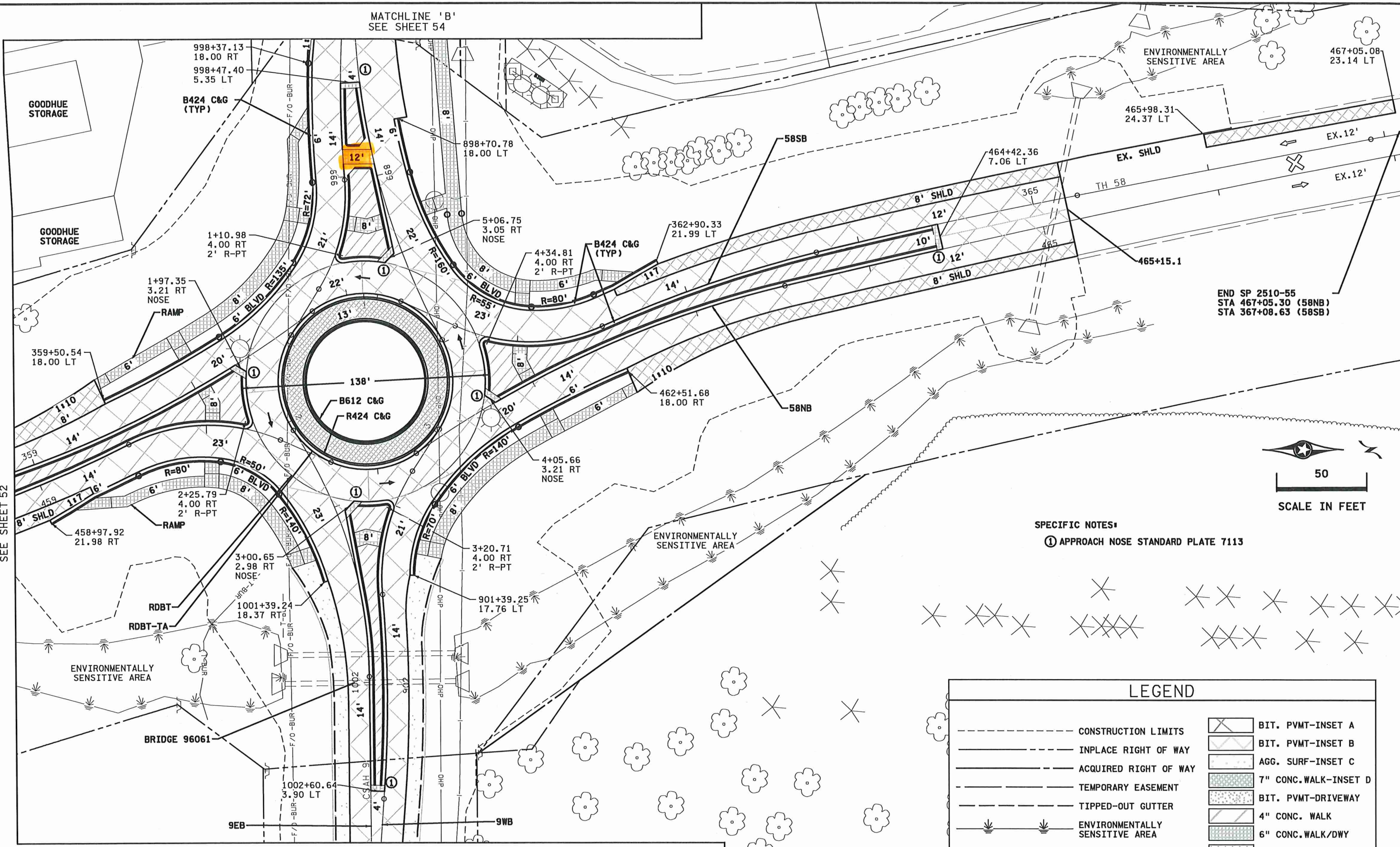


MINNESOTA DEPT. OF TRANSP. TH 58/ CSAH 9 INTERSECTION IMPROVEMENTS

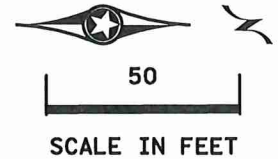
GENERAL LAYOUT

SP 2510-55 (TH 58), SP 025-070-020 (CSAH 9)

MATCHLINE 'B'
SEE SHEET 54



END SP 2510-55
STA 467+05.30 (58NB)
STA 367+08.63 (58SB)



SPECIFIC NOTES:
① APPROACH NOSE STANDARD PLATE 7113

LEGEND			
	CONSTRUCTION LIMITS		BIT. PVMT-INSET A
	INPLACE RIGHT OF WAY		BIT. PVMT-INSET B
	ACQUIRED RIGHT OF WAY		AGG. SURF-INSET C
	TEMPORARY EASEMENT		7" CONC. WALK-INSET D
	TIPPED-OUT GUTTER		BIT. PVMT-DRIVEWAY
	ENVIRONMENTALLY SENSITIVE AREA		4" CONC. WALK
			6" CONC. WALK/DWY
			8" CONC. WALK/DWY

MATCHLINE 'C'
SEE SHEET 54

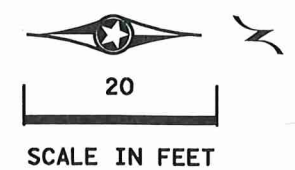
NO	DATE	APPR	REVISION

SURVEY	MNDOT	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. PRINT NAME: R THOMAS FIDLER SIGNATURE: <i>R Thomas Fidler</i> DATE: 9/11/2023 PROJ. NO. 193805532 DATE 9/11/2023 LIC. NO. 28124
DRAWN	RTF	
DESIGNED	RTF	
APPROVED	RTF	
DATE	9/11/2023	

Logos for the Minnesota Department of Transportation, Stantec, and RANI engineering.

MINNESOTA DEPT. OF TRANSP.
TH 58/ CSAH 9
INTERSECTION IMPROVEMENTS

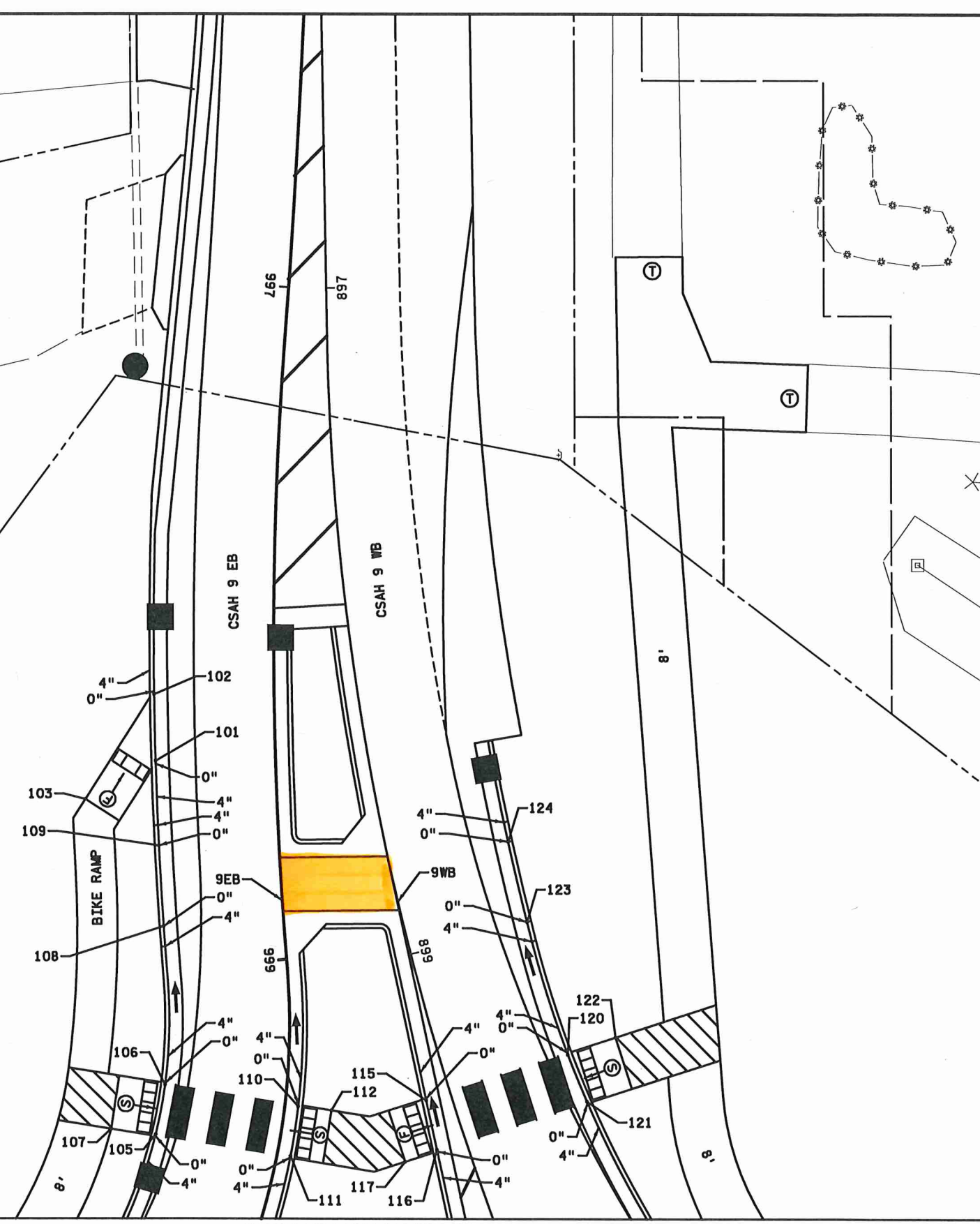
CONSTRUCTION PLAN		SHEET
SP 2510-55 (TH 58), SP 025-070-020 (CSAH 9)		53
		OF
		69



LEGEND

- XXX- CONTROL POINTS AT GUTTER FLOW LINE
- ▣ TRUNCATED DOMES (SEE STANDARD PLATE 7038)
- ▬ CONSTRUCT CONCRETE CURB & GUTTER (DASHED INDICATES TIPPED OUT)
- X" CURB HEIGHT
- ▧ LANDING AREA - 4'X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. INITIAL CONC. LANDINGS TO BE POURED SEPERATELY PER 1803.
- Ⓢ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- Ⓣ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- Ⓜ TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE, RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK.
- ➔ DRAINAGE FLOW ARROW
- DRAINAGE STRUCTURE
- - - INPLACE RIGHT OF WAY
- - - ACQUIRED RIGHT OF WAY
- - - TEMPORARY EASEMENT

GUTTER CONTROL POINTS			
POINT	NORTHING	EASTING	ELEVATION
101	174482.41	633988.87	1110.64
102	174482.24	633978.98	1110.58
103	174471.91	633994.53	1111.26
105	174482.14	634044.38	1111.39
106	174483.58	634037.01	1111.27
107	174475.46	634043.56	1111.86
108	174483.51	634013.46	1110.91
109	174482.85	634001.46	1110.74
110	174503.55	634040.23	1111.50
111	174502.36	634047.63	1111.63
112	174508.52	634040.78	1111.85
115	174522.75	634039.27	1111.81
116	174524.31	634046.64	1111.91
117	174519.58	634048.42	1112.09
120	174543.98	634032.45	1111.37
121	174546.83	634039.41	1111.50
122	174551.15	634029.89	1111.81
123	174537.86	634012.74	1111.05
124	174535.07	634000.84	1110.91



MATCHLINE SEE SHEET 56

NO	DATE	APPR	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.

DESIGNED: RTF
 DRAWN: RTF
 APPROVED: RTF
 DATE: 9/8/2023
 PROJ. NO. 193805532

SIGNATURE: *R. Thomas Fidler*
 DATE: 9/8/2023
 UC. NO. 26124



MINNESOTA DEPT. OF TRANSP.
 TH 58/ CSAH 9
 INTERSECTION IMPROVEMENTS

**PEDESTRIAN CURB
 RAMP DETAILS**

SP 2510-55 (TH 58), SP 025-070-020 (CSAH 9)