

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 6244 (T.H. 52)
County of Ramsey
LUP # 6244-0244
Permittee: City of Saint Paul
Expiration Date: 05/21/2035
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 Saint Paul, ("Permittee"), to use the area within the right of way of Trunk Highway No. 52 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.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 05/21/2035 ("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:

City of Saint Paul
1300 City Hall Annex
25 West 4th Street
Suite 1300
Saint Paul, MN 55102

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

CITY OF SAINT PAUL

RECOMMENDED FOR APPROVAL

By: _____
Director of Public Works

Date: _____

By: _____
District Engineer

By: _____
Deputy Mayor

Date _____

Date: _____

Approved as to form:

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Assistant City Attorney

Date: _____

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.

DATE: 3/24/2025 TIME: 9:40:33 AM
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PLAN SYMBOLS

STATE LINE
COUNTY LINE
TOWNSHIP OR RANGE LINE
SECTION LINE
QUARTER LINE
SIXTEENTH LINE
RIGHT-OF-WAY LINE
TEMPORARY EASEMENT
PRESENT RIGHT-OF-WAY
CONTROL OF ACCESS LINE
PROPERTY LINES (EXCEPT LAND LINES)
VACATED PLATTED PROPERTY
CORPORATE OR CITY LIMITS
TRUNK HIGHWAY CENTER LINE
RETAINING WALL
RAILROAD
RAILROAD RIGHT-OF-WAY
RIVER OR CREEK
DRY RUN
DRAINAGE DITCH
DRAIN TILE
CULVERT
DROP INLET
GUARD RAIL
BARBED WIRE FENCE
WOVEN WIRE FENCE
CHAIN LINK FENCE
RAILROAD SNOW FENCE
STONE WALL OR FENCE
HEDGE
RAILROAD CROSSING SIGN
RAILROAD CROSSING BELL
ELECTRIC WARNING SIGN
CROSSING GATE
MEANDER CORNER
SPRINGS
MARSH
TIMBER
ORCHARD
BRUSH
NURSERY
CATTLE GUARD
OVERPASS (HIGHWAY OVER)
UNDERPASS (HIGHWAY UNDER)
BRIDGE
BUILDING (ONE STORY FRAME)
F - FRAME
S - STONE
B - BRICK
IRON ROD OR PIPE
MONUMENT (STONE, CONCRETE, OR METAL)
WOODEN HUB
GRAVEL PIT
SAND PIT
BORROW PIT
ROCK QUARRY

TE

NAME

SIZE

DRAIN TILE

1-S-F

75

MONU.

UTILITY SYMBOLS

POWER POLE LINE
TELEPHONE POLE LINE
ANCHOR
STREET LIGHT
STREET LIGHT CONDUIT
PEDESTAL (TELEPHONE CABLE TERMINAL)
GAS MAIN
WATER MAIN
HYDRANT
VALVE
CATCH BASIN
TELEPHONE CABLE IN CONDUIT
ELECTRIC CABLE IN CONDUIT
TELEVISION CABLE IN CONDUIT
TELEPHONE MANHOLE
ELECTRIC MANHOLE
BURIED TELEPHONE CABLE
BURIED ELECTRIC CABLE
BURIED TELEVISION CABLE
TRAFFIC SIGNAL INTERCONNECT CABLE
SEWER (STORM) MANHOLE
SEWER (SANITARY) MANHOLE
SEWER (STORM)
SEWER (SANITARY)

P-OR
T-OR
ANCHOR
STREET LIGHT
STREET LIGHT CONDUIT
PEDESTAL (TELEPHONE CABLE TERMINAL)
G
T
CB
T
P
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PLAN REVISIONS

| DATE | SHEET NO. | APPROVER |
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MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF SAINT PAUL

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, AND LIGHTING

LOCATED ALONG: LAFAYETTE EAST FRONTAGE RD
FROM: 600' NORTH OF PLATO BLVD. TO: PLATO BLVD.

S.A.P. 164-590-001
GROSS LENGTH 566.09 FEET 0.107 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 566.09 FEET 0.107 MILES

LUP 6244-0244 Exhibit A
Sheet 1 of 3 Sheets

BEGIN S.A.P. 164-590-001
TRAIL STA. 9+98.14

END S.A.P. 164-590-001
TRAIL STA. 16+21.09

ROAD DESIGN DESIGNATION

| | |
|---------------------|-------|
| ADT (2023) | 5259 |
| ADT (2043) | 5259 |
| FUNCTIONAL CLASS | URBAN |
| NO OF TRAFFIC LANES | 2 |
| NO OF PARKING LANES | 0 |
| SHOULDER WIDTH | 2 |
| R-VALUE | - |
| TON DESIGN | - |
| ESALS | - |
| DESIGN SPEED (MPH): | 35 |

BASED ON STOPPING SIGHT DISTANCE.
3.5' HEIGHT OF EYE
2.0' HEIGHT OF OBJECT

ALL CONTRACTORS AND SUB-CONTRACTORS ARE RESPONSIBLE FOR ALL REASONABLE EFFORTS TO IDENTIFY UNDERGROUND FACILITIES, INCLUDING PRIVATE SEWER SERVICE LATERALS, USING INFORMATION PROVIDED THROUGH THE SAINT PAUL PUBLIC WORKS SEWERS RECORD CENTER (OBTAIN ACCESS THROUGH PWsewersRecordCenter@ci.stpaul.mn.us) AS WELL AS COMPLIANCE WITH ALL GSOC REQUIREMENTS SUCH AS POTHOLING ACTIVITIES TO VERIFY LOCATION IDENTIFICATION.

INDEX MAP
1000'

STATE: MINNESOTA
COUNTY: RAMSEY
DIVISION: METRO
CITY: SAINT PAUL

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

TRAFFIC CONTROL NOTE:
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO AND BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD), INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

UTILITY NOTE:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

SHEET INDEX

| SHEET NO. | SHEET DESCRIPTION |
|-----------|---------------------------------------|
| 1 | TITLE SHEET |
| 2 | ESTIMATED QUANTITIES, NOTES, & PLATES |
| 3-5 | CITY OF SAINT PAUL STANDARD PLATES |
| 6 | TYPICAL SECTIONS |
| 7-17 | STANDARD PLANS |
| 18 | ALIGNMENT TABULATION |
| 19 | INPLACE UTILITY TABULATION |
| 20 | INPLACE UTILITIES AND REMOVALS |
| 21 | CONSTRUCTION PLAN & PROFILE |
| 22-24 | ADA PEDESTRIAN RAMPS |
| 25 | DRAINAGE, TURF, & EROSION CONTROL |
| 26 | SIGNING AND STRIPING PLAN |
| 27 | TRAFFIC CONTROL PLAN |
| 28-30 | LIGHTING PLAN |
| 31-33 | CROSS SECTIONS |

THIS PLAN CONTAINS 33 SHEETS

I HEREBY CERTIFY THAT THIS PLAN 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.

TKDA

SIGNATURE: Mark J. Daubenberger
PRINTED NAME: MARK J. DAUBENBERGER
DATE: 3/24/2025 LIC. NO. 25505

APPROVED

CITY OF SAINT PAUL ENGINEER

20

STATE AID APPROVALS:

DISTRICT STATE AID ENGINEER:
REVIEWED FOR COMPLIANCE WITH STATE RULES/POLICY

20

APPROVED FOR STATE AID FUNDING STATE AID ENGINEER

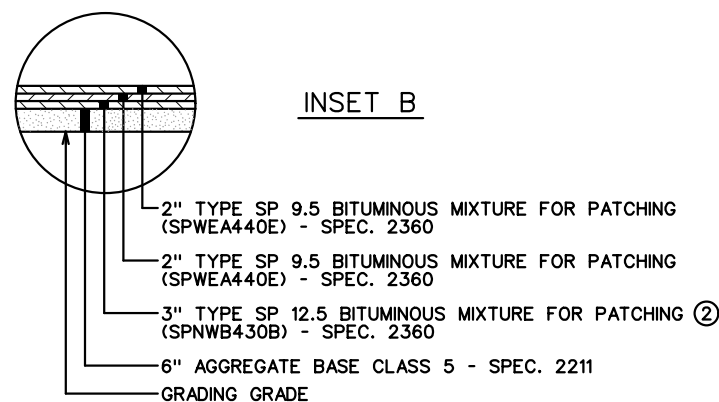
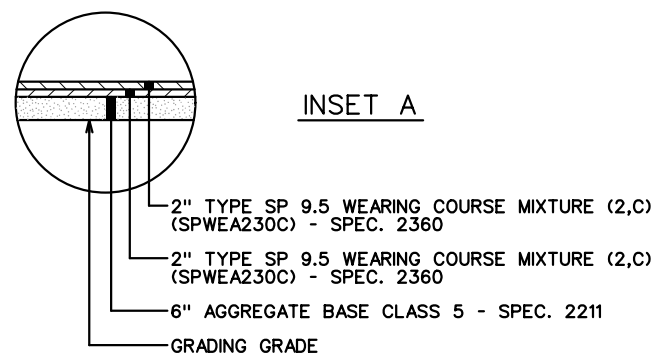
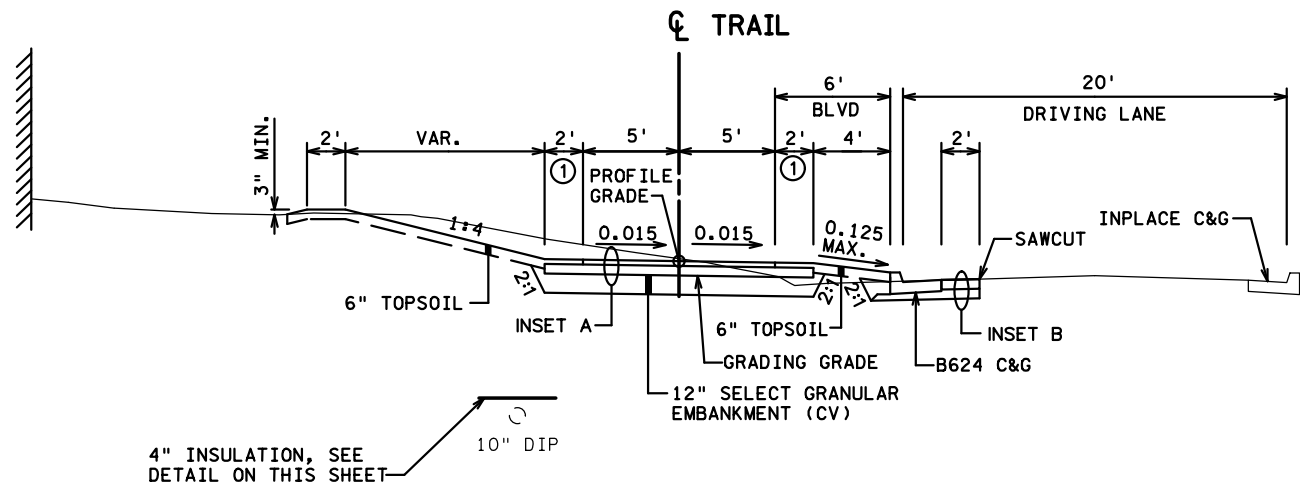
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S.A.P. 164-590-001, CP 25-P-1492

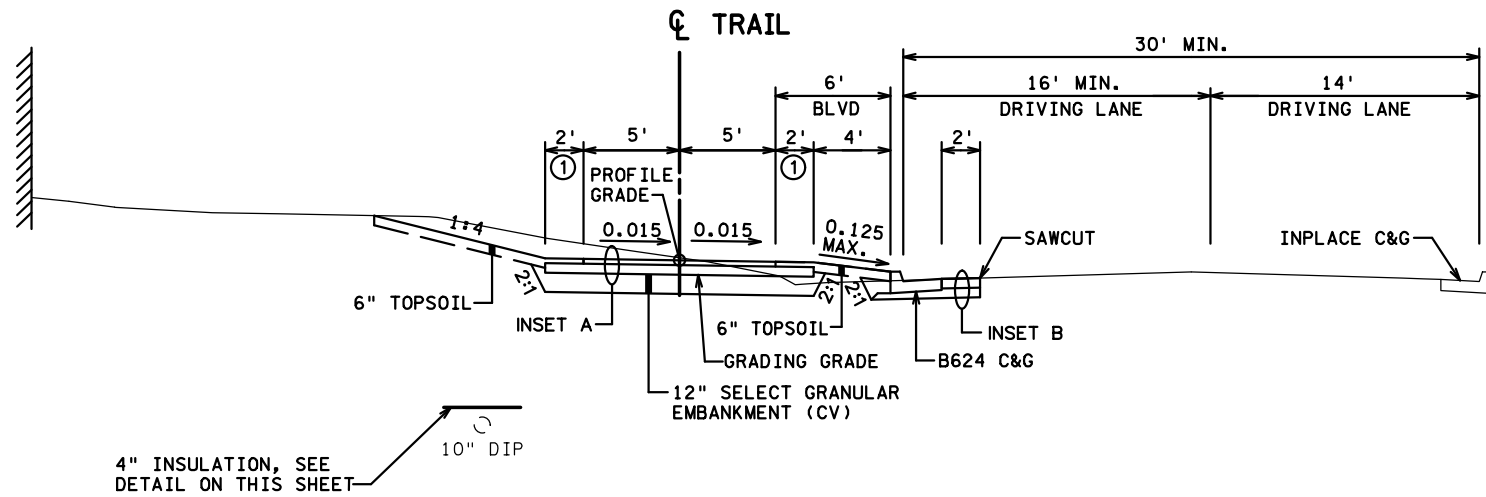
Sheet No. 1 of 33 Sheets

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TRAIL STA. 10+33.42 TO STA. 12+30

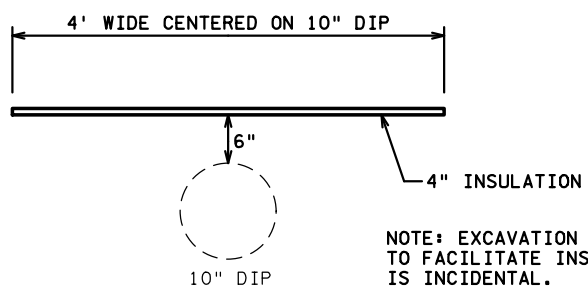


TRAIL STA. 12+30 TO STA. 21+16.09



- GENERAL NOTES:**
- ALL CROSS SLOPES ARE EXPRESSED IN FT./FT.
 - THE GRADING GRADE CROSS SLOPE SHALL BE THE SAME AS THE FINISHED SURFACE.
 - MAXIMUM TRAIL CROSS SLOPE SHALL BE 0.02 FT./FT. CONTRACTOR MAY ADJUST CROSS SLOPE AND PROFILE TO ALLOW FOR CONSTRUCTION TOLERANCE SUCH THAT THE 0.02 FT./FT. CROSS SLOPE IS NOT EXCEEDED. SEE SPECIAL PROVISIONS 1803.
 - THE CONTRACTOR SHALL STRIP TOPSOIL FROM ALL AREAS TO BE DISTURBED BY CONSTRUCTION OPERATIONS. STOCKPILE AND RESPREAD AS TOPSOIL (INCIDENTAL).
 - AGGREGATE BASE CLASS 5 SHALL EXTEND 2' BEYOND EDGE OF TRAIL BITUMINOUS AND 6" BEYOND BACK OF CURB.


- SPECIFIC NOTES:**
- ① CLEAR ZONE SHALL BE 2 FT. MINIMUM, NO OBSTRUCTIONS SHALL BE LOCATED IN THIS ZONE. THE CLEAR ZONE CROSS SLOPE SHALL BE THE SAME AS THE FINISHED SURFACE.
 - ② MATCH EXISTING PAVEMENT THICKNESS. BITUMINOUS SHALL BE PLACED IN MAXIMUM 3" LIFTS. QUANTITIES ARE BASED ON AN AVERAGE NON-WEAR THICKNESS OF 3".



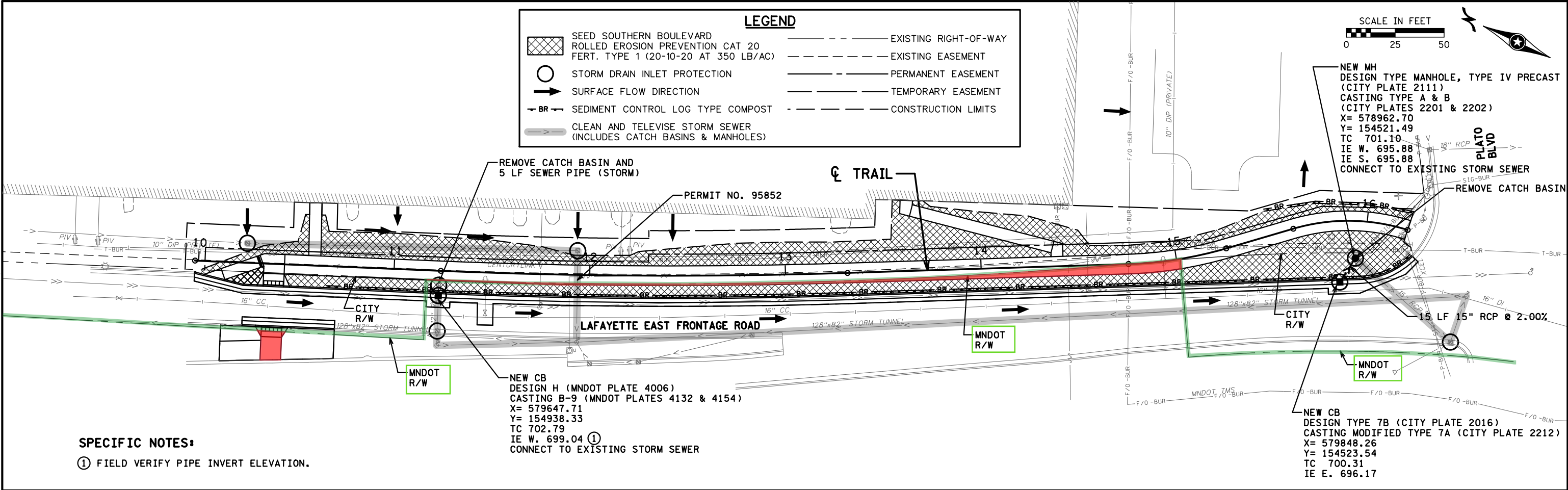
NOTE: EXCAVATION AND EMBANKMENT TO FACILITATE INSULATION PLACEMENT IS INCIDENTAL.

INSULATION DETAIL

LUP 6244-0244 Exhibit A
Sheet 2 of 3 Sheets

| | | | | | | | | | | |
|-----|------|----|--------------------------|--------------------------|--|---|--|----------------------------------|--|--|
| | | | | DES: SJS | I HEREBY CERTIFY THAT THIS SHEET 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 SIGNATURE: <u>Mark J. Daubenberger</u> LIC. NO. <u>25505</u> DATE: <u>5/9/2025</u> <u>MARK J. DAUBENBERGER</u> |  | | TYPICAL SECTIONS | | |
| | | | | DRW: JDM | | | | | | |
| | | | | CHK: SJS | | | | S.A.P. 164-590-001, CP 25-P-1492 | | |
| NO. | DATE | BY | DESCRIPTION OF REVISIONS | SHEET NO. 6 OF 33 SHEETS | | | | | | |

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LUP 6244-0244 Exhibit A
Sheet 3 of 3 Sheets

| LAND FEATURES TABLE | ACRES |
|------------------------------|-------|
| TOTAL DISTURBED AREA | 0.50 |
| EXISTING IMPERVIOUS SURFACE | 0.21 |
| PROPOSED IMPERVIOUS SURFACE | 0.25 |
| CHANGE IN IMPERVIOUS SURFACE | +0.04 |