

AGREEMENT FOR THE DIVISION OF MAINTENANCE RESPONSIBILITIES FOR A TOWN LINE ROAD

This agreement is hereby entered into this 20th day of May, 2023 by and between the Town Board of Supervisors of Edna Township, Otter Tail County, Minnesota, the Town Board of Supervisors of Rush Lake Township, Otter Tail County, Minnesota, and the Town Board of Supervisors of Dead Lake Township, Otter Tail County, Minnesota.

WHEREAS, Edna Township, Rush Lake Township, and Dead Lake Township share the following described town line road(s):

[describe the road(s)]
Southview Lane in the plot of South View described as follows JW
South View Lane off of Marion Lodge Road east approximately 1,235.8' when the road turns south for approximately 859.7' when the road turns northeast for approximately 306.0'. (See attached Platted description) JS JK

WHEREAS, Minn. Stat. § 164.12 directs town boards to divide roads along the line between two townships (Town Line Road) and enter into an agreement for the maintenance of those roads; this agreement will be between three townships;

WHEREAS, Minn. Stat. § 164.13 requires towns with Town Line Roads to bear jointly and in equal shares the expense of constructing and maintaining any bridge on the road(s) as made necessary by the construction of a drainage ditch or by reason of the changing, widening or alteration of any drainage ditch, or by reason of altering or changing of any watercourse;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and benefits that each party shall derive from this resolution, Edna Township, Rush Lake Township and Dead Lake Township hereby enter into the following agreement for the division of maintenance responsibilities for the above described town line road. JS JK

I. DIVISION OF THE ROADS Edna and Dead Lake will claim 698.5 feet for town road allotment and Rush will claim 1,004.5 feet for their town road allotment. JW

The town line road right-of-way shall be divided for maintenance purposes as follows:

Dead Lake Township shall maintain the following described portion of the line road:

(describe the portion/end of the road)—[the division should essentially draw a line across the road so the end each town is required to maintain will result in each town having roughly the same cost outlay] (i.e., an equitable division) Southview JS JK JW

grading and snow plowing the entire stretch of South View Lane; mowing ditches and brushing, tree removal and adding additional gravel when needed on the stretch of road going north/south; mowing ditches and brushing, tree removal and adding additional gravel when needed on the stretch of road going east off of Marion Lodge Road to the point of the road where it turns south, stopping at the end of the section of road going south.

Rush Lake Township shall maintain the following described portion of the line road:

(describe the portion/end of the road)—[the division should essentially draw a line across the road so the end each town is required to maintain will result in each town having roughly the same cost outlay] (i.e., an equitable division)

mowing ditches and brushing, tree removal and adding additional gravel when needed on the stretch of road going north/south and northeast.

Edna Township shall maintain the following described portion of the line road:
(describe the portion/end of the road) - [the division should essentially draw a line across the road so the end each town is required to maintain will result in each town having roughly the same cost outlay] (i.e., an equitable division)

mowing ditches and brushing, tree removal and adding additional gravel when needed on the stretch of road going east off of Marion Lodge Road to the point of the road where it turns south. Report of Dead Lake Section
ES JK JW

II. GENERAL DIVISION OF MAINTENANCE OF RESPONSIBILITY

Each Township will be responsible for conducting routine inspections and maintenance of their respective portions of the line road(s). Routine maintenance shall include, at a minimum, the following:

[describe what the towns expect to be done on the road - e.g., grading and snow plowing at a certain level, brushing, mowing, inspection, signing, weed removal, etc.]

Dead Lake Township: grading and snowplowing the entire ~~South View~~ ^{Southview} Lane stopping where the road turns northeast at the bottom of the north/south section of road; brushing, mowing, signing, weed removal, etc. on the section of road that goes north/south; brushing, mowing, signing, weed removal, etc. on the section of road that goes east off of Marion Lodge Road until the road turns south. JK JW

Rush Lake Township: brushing, mowing, signing, weed removal, etc. on the section of road that goes north/south and northeast.

Edna Township: brushing, mowing, signing, weed removal, etc. on the section of road that goes east off of Marion Lodge Road until the road turns south. Report of Dead Lake Section
ES JK JW

III. SPECIFIC DIVISION OF MAINTENANCE RESPONSIBILITIES AND ACTIVITIES

In addition to the general division of maintenance responsibilities, the Townships agree to the following specific provision related to the division of specific maintenance responsibilities and required activities.

Cost for Drainage Structures: In addition to the requirements of Minn. Stat. § 164.13 regarding bridges, the Townships agree that the cost to repair or replace culverts on any portion of the town line road will be: **shared in equal thirds.**

[insert the agreed upon division of cost - e.g., shared equally; paid by the Township responsible for the maintenance of the portion of road in which the culvert is located; discussed and agreed upon by the Townships on a case by case basis; etc.]

Tree Removal: Removing trees (as defined in Minn. Stat. § 160.22, subd. 7(a) from the town line road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the Township responsible for the maintenance of the portion of the town line road in which the trees are located. If the trees are outside of the jurisdictional boundaries of the Township, it may request the assistance of the Township with jurisdiction to assist in removing the tree. Any costs incurred by the responding Township to assist in the removal of the trees shall be paid by the requesting Township.

Major Repair: Any major repair or alteration defined as those items not specifically mentioned above, shall be: **divided into thirds with each Township paying 1/3 when billed by Dead Lake Township.** All JK JW

X JB JW
obtaining approval

Dead Lake Township will be in charge, after conferring with the other two Townships in advance, of hiring contractors as needed for mowing ditches, brushing, signs and weed removal for either side of ~~South View Lane~~ ^{South View Lane} from Marion Lodge Road going east/west; the portion of road going north/south stopping at the section of road that turns northeast. The costs will be sent to Dead Lake Township who will then split costs into thirds and bill the other two Townships.

A Township interested in initiating an activity that requires the sharing of costs between the Townships, or with the expectation of sharing costs, shall notify and obtain approval from the Townships before undertaking the activity. If the parties do not agree to the need, scope, or other aspects of the proposed activity, the advice of an engineer will be obtained. Any cost associated with obtaining the advice will be shared equally by the Townships.

IV. DISPUTES

If a disagreement arises regarding the fairness of the division of maintenance responsibilities provided in this agreement and the parties are not able to resolve the disagreement, the issue will be submitted to the county board for a determination of the proper division of responsibility as provided in Minn. Stat. § 164.12, subd. 6.

V. AMENDMENTS

Any alterations, amendments, deletions, and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Township.

VI. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein for ~~South View Lane~~ ^{Southview Ln} only, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described road.

Southview Ln JB JW

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 20th day of May, 2023.

Edna Township

Rush Lake Township

By the Town Board of Supervisors:
Doug Schaefer
Town Board Chair 5/14/23

By the Town Board of Supervisors:
Tom Wene
Town Board Chair

Attest: Echo Dockter
Town Clerk

Attest: Dawn Lueders
Town Clerk

Dead Lake Township



By the Town Board of Supervisors:
Doug Schaefer
Town Board Chair



Attest: Dawn Lueders
Town Clerk

SOUTH VIEW

MEMORIAL CERTIFICATE
FOR ALL THE MEMBERS
OF THE SOUTH VIEW
... (text continues) ...

MEMORIAL CERTIFICATE
FOR ALL THE MEMBERS
OF THE SOUTH VIEW
... (text continues) ...

NAME OF COUNTY COMMISSIONER
... (text continues) ...

NAME OF COUNTY COMMISSIONER
... (text continues) ...

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NAME OF COUNTY COMMISSIONER
... (text continues) ...

SOUTH VIEW

PART OF GOV'T LOT 1, SECTION 6,
T.35N., R.39W. &
GOV'T LOT 1, SECTION 1,
T.35N., R.40W.
OTTER TWP. COUNTY, MN.

EDSEL J. J. JENSEN.
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY

JENSEN.
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY
MORTGAGE AND TRUST COMPANY



1. THESE LOTS BEING PART OF THE
SECTION 6, T.35N., R.39W., AND
SECTION 1, T.35N., R.40W.,
OTTER TWP., COUNTY, MN.

2. THESE LOTS BEING PART OF THE
SECTION 6, T.35N., R.39W., AND
SECTION 1, T.35N., R.40W.,
OTTER TWP., COUNTY, MN.

3. THESE LOTS BEING PART OF THE
SECTION 6, T.35N., R.39W., AND
SECTION 1, T.35N., R.40W.,
OTTER TWP., COUNTY, MN.

4. THESE LOTS BEING PART OF THE
SECTION 6, T.35N., R.39W., AND
SECTION 1, T.35N., R.40W.,
OTTER TWP., COUNTY, MN.



MARTIN LAND SURVEYING
WORTHINGTON, MN.

Sheet 1 of 1 Sheets

RESOLUTION ACCEPTING A PLATTED ROAD FOR MAINTENANCE BY THE TOWN

WHEREAS, the town boards of Edna, Rush Lake, and Dead Lake Townships, Otter Tail County, Minnesota received a formal request to undertake maintenance of the following described platted road located in the town as a town road:

Southview Lane in the plat of South View described as follows:
Southview Lane off Marion Lodge Road east approximately 1,235.8' when the road turns south for approximately 859.7' when the road turns northeast for approximately 306.0'. (see attached platted description)

WHEREAS, the town board requires that a platted road be built to town road specifications for such roads before it will accept and maintain the road as a town road;

WHEREAS, the town boards have inspected the road and have determined that it meets the specifications and otherwise satisfies the requirements established by the town boards; and

WHEREAS, the town boards determine that the nature and character of the road are such that expending town funds to maintain it is in the public interest;

NOW, THEREFORE, BE IT RESOLVED by the Edna, Rush Lake and Dead Lake town boards, Otter Tail County, Minnesota, that the town boards hereby accept the above described platted road as a town road and will begin maintaining it as such.

Adopted this 20th day of May, 2023

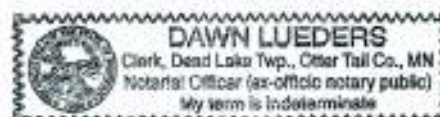
By the Town Board:


Justin Kuder
Dead Lake Town Chair


Perry Schaefer
Edna Town Chair


Tom Wender
Rush Lake Town Chair


Dawn Lueders
Dead Lake Town Clerk



AGREEMENT FOR THE DIVISION OF MAINTENANCE RESPONSIBILITIES FOR A TOWN LINE ROAD

This agreement is hereby entered into this 20th day of May, 2023 by and between the Town Board of Supervisors of Dead Lake Township, Otter Tail County, Minnesota and Rush Lake Township, Ottertail County, Minnesota.

WHEREAS, Dead Lake Township and Rush Lake Township share the following described town line road(s): [describe the road(s)]

400th Ave; 385th St to Dead Lake Township black top of Marion Drive South.

WHEREAS, Minn. Stat. § 164.12 directs town boards to divide roads along the line between two townships (Town Line Road) and enter into an agreement for the maintenance of those roads;
400th Ave; Marion Drive South; Long Lake Rd to 340th St; 375th St from County Rd 14 to Dead Lake Township blacktop of Marion Drive South.

WHEREAS, Minn. Stat. § 164.13 requires towns with Town Line Roads to bear jointly and in equal shares the expense of constructing and maintaining any bridge on the road(s) as made necessary by the construction of a drainage ditch or by reason of the changing, widening or alteration of any drainage ditch, or by reason of altering or changing of any watercourse;

Now, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and benefits that each party shall derive from this resolution, Dead Lake Township and Rush Lake Township hereby enter into the following agreement for the division of maintenance responsibilities for the above described town line roads.

I. DIVISION OF THE ROADS

The town line road right-of-way shall be divided for maintenance purposes as follows:

Dead Lake Township shall maintain the following described portion of the line road:
[describe the portion/end of the road--[the division should essentially draw a line across the road so the end each town is required to maintain will result in each town having roughly the same cost outlay (i.e., an equitable division)]

Long Lake Rd – furnish gravel for our end of roads; 375th St to 400th Ave – gravel, grade and snowplow.

Rush Lake Township shall maintain the following described portion of the line road:
(describe the portion/end of the road--[the division should essentially draw a line across the road so the end each town is required to maintain will result in each town having roughly the same cost outlay (i.e., an equitable division)])

**400th Ave – gravel, grade and snowplow in its entirety to the railroad tracks;
Long Lake Road – gravel, grade and snowplow in its entirety.
South Marion Drive – grade and snowplow in its entirety, but maintain cost split for chloride;**

II. GENERAL DIVISION OF MAINTENANCE OF RESPONSIBILITY

Each Township will be responsible for conducting routine inspections and maintenance of their respective portions of the line road(s). Routine maintenance shall include, at a minimum, the following:

[describe what the towns expect to be done on the road - e.g., grading and snow plowing at a certain level, brushing, mowing, inspection, signing, weed removal, etc.]

see above.

III. SPECIFIC DIVISION OF MAINTENANCE RESPONSIBILITIES AND ACTIVITIES

In addition to the general division of maintenance responsibilities, the Townships agree to the following specific provision related to the division of specific maintenance responsibilities and required activities. **Split chloride application on Marion Drive South.**

Cost for Drainage Structures: In addition to the requirements of Minn. Stat. § 164.13 regarding bridges, the Townships agree that the cost to repair or replace culverts on any portion of the town line road will be:

Discussed and agreed upon by the Townships on a case by case basis.

Tree Removal: Removing trees (as defined in Minn. Stat. § 160.22, subd. 7(a) from the town line road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the Township responsible for the maintenance of the portion of the town line road in which the trees are located. If the trees are outside of the jurisdictional boundaries of the Township, it may request the assistance of the Township with jurisdiction to assist in removing the tree. Any costs incurred by the responding Township to assist in the removal of the trees shall be paid by the requesting Township. **Tree removal shall be the responsibility of the Township on each side of the road.**

Major Repair: Any major repair or alteration defined as those items not specifically mentioned above, shall be:

Split by the two Townships after conferring with each other before any major repair is started and agreement reached.

[add other provisions as agreed upon] ^{South View Lane} ****South View Lane is a separate Town Line Road Agreement with Rush Lake, Dead Lake and Edna Townships**

IV. DIVISION OF COSTS

A Township interested in initiating an activity that requires the sharing of costs between the Townships, or with the expectation of sharing costs, shall notify and obtain approval from the other Township before undertaking the activity. If the parties do not agree to the need, scope, or other aspects of the proposed activity, the advice of an engineer will be obtained. Any cost associated with obtaining the advice will be shared equally by the Townships.

V. DISPUTES

If a disagreement arises regarding the fairness of the division of maintenance responsibilities provided in this agreement and the parties are not able to resolve the disagreement, the issue will be submitted to the county board for a determination of the proper division of responsibility as provided in Minn. Stat. § 164.12, subd. 6.

VI. Amendments

Any alterations, amendments, deletions, and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Township.

VI. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described road(s).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 20th day of May, 2023.

Dead Lake Township

Rush Lake Township

By the Town Board of Supervisors:

By the Town Board of Supervisors:

Justin Kuehny
Town Board Chair

Jim Wenzel
Town Board Chair

Attest: Dawn Lueders
Town Clerk

Attest: Dawn Lueders
Town Clerk



AGREEMENT FOR THE DIVISION OF MAINTENANCE

RESPONSIBILITIES FOR THE EDNA/DEAD LAKE TOWN LINE ROADS

This agreement is hereby entered into this 16th day of May 2023, by and between the Town Board of Supervisors of Edna Township, Otter Tail County, Minnesota and the Town Board of Supervisors of Dead Lake Township, Otter Tail County, Minnesota.

WHEREAS, Edna Township and Dead Lake Township share the following described town line roads:

400th Street from 350th Ave to 355th Ave, a distance of .5 miles

400th Street from 365th Ave to County Road 35, a distance of .5 miles

400th Street from County Road 35 to ¼ mile east, a distance of .25 miles

Marion Lodge Road from 395th Avenue to ½ mile east

385th Ave to 403rd St

380th Ave to the railroad tracks

Edna township approximately 200 feet south to the railroad tracks JK

AND WHEREAS, Minn. Stat. § 164.12 directs town boards to divide town line roads and enter into an agreement for the maintenance of these roads;

AND WHEREAS, Minn. Stat. § 164.13 requires towns with the town line roads to bear jointly and in equal shares the expense of constructing and maintaining any bridge on the road(s) as made necessary by the construction of a drainage ditch or by reason of the changing, widening or alteration of any drainage ditch, or by reason of altering or changing of any watercourse;

AND WHEREAS, the respective Town Boards determines that it is in the best interest of the Town to enter into an agreement for sharing maintenance responsibilities and costs for town line roads;

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive here from, Edna Township and Dead Lake Township hereby enter into this agreement for the division of maintenance responsibilities for the above described town line roads.

I. DIVISION OF ROADS:

The town line road right-of-way shall be divided for maintenance purposes as follows:

Dead Lake - 400th St 1.25 miles between sections 3 & 4 road and ditches

Edna - 400th St share costs of gravel and maintenance of roads and ditches

Dead Lake - Marion Lodge Road: .5 mile on Marion Lodge Road

Edna maintains 380th Ave south to the railroad track

Dead Lake maintains 385th Ave to 403rd St

Edna township approximately 200 feet south to the railroad tracks JK

- A. General Division of Maintenance Responsibility: Each Township will be responsible for conducting routine inspections and maintenance of their respective portions of the line road(s). Routine maintenance shall include, at a minimum, the following:
1. Grading of aggregate surfaced roads.
 2. Snow plowing (at a certain level)
 3. Brushing of the right-of-way
 4. Mowing one swath (min 6') by July 4th and two (2) swaths (min 12') by October 21st of each year.
 5. Annual inspection
 6. Weed control and removal
- B. Specific Division of Maintenance Responsibilities and Activities: In addition to the general division of maintenance responsibilities, the Townships agree to the following specific provisions related to the division of specific maintenance responsibilities and required activities:
1. Cost for Drainage Structures: In addition to the requirements of Minn. Stat § 164.13 regarding bridges, the Townships agree that the cost to repair or replace culverts with larger than 24" diameters on any portion of the town line road will be shared equally, otherwise, paid by the Township responsible for the maintenance of the road in which the culvert is located.
 2. Tree Removal: Removing trees (as defined in Minn. Stat§ 160.22, subd. 7a) from the town line road right-of-way as needed to avoid interference with travel, maintenance, and safety will be the responsibility of the Town responsible for the maintenance of the portion of the town line road in which the trees are located. If the trees are outside of the jurisdictional boundaries of the Township, it may request the assistance of the Township with jurisdiction to provide assistance to achieve the removal. Any costs incurred by the responding Township to assist in the removal of the trees shall be paid by the requesting Township.
 3. Traffic Signs: Traffic Signing of the town line roads shall be the responsibility of each individual Township on their side of the town line road with the exception of the WI-7 Sign, which is the Double Arrow which is installed at the terminal leg of a "T" intersection.
 4. and other provisions as agreed upon.

II. DIVISION OF COSTS:

- A. A Township interested in initiating activity that requires the sharing of costs between the Townships, or with the expectation of sharing costs, shall notify and obtain approval from the other Township before undertaking the activity. If the parties do not agree to the need, scope or other aspects of the proposed activity, the advice of an engineer will be obtained. Any cost associated with obtaining the advice will be shared equally by the Townships.

B.

1. Spring Crack Sealing of bituminous roads
2. Paver Patching
3. Aggregate Shouldering of bituminous surfaced roads
4. Re-surfacing of aggregate surfaced roads (continuous resurfacing activity)

III. **DISPUTES:**

If a disagreement arises regarding the fairness of the division of maintenance responsibilities provided in this agreement and the parties are not able to resolve the disagreement, the issue will be submitted to the county board for a determination of the proper division of responsibility as provided in Minn. Stat§ 164.12, subd.6.

IV. **AMENDMENTS:**

Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Township.

V. **ENTIRE AGREEMENT:**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous lien road agreements presently in effect between the parties concerning the above described roads.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 16 day of may 2023:

EDNA TOWNSHIP

DEAD LAKE TOWNSHIP

By the Town Board Supervisors:

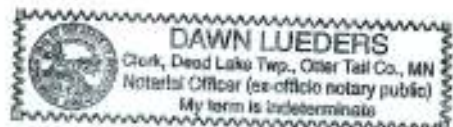
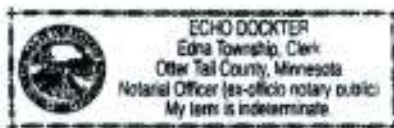
By the Town Board Supervisors:

Dany S. Halseth
Town Board Chair 5/16/23

Justin Kuntz
Town Board Chair

Attest: Eckel Dabber
Town Clerk

Attest: Dawn Luaders
Town Clerk



AGREEMENT FOR THE DIVISION OF MAINTENANCE RESPONSIBILITIES FOR A TOWN LINE ROAD

This agreement is hereby entered into this 14th day of October, 2015, by and between the Town Board of Supervisors of Star Lake Township, Otter Tail County, Minnesota and the Town Board of Supervisors of Dead Lake Township, Otter Tail County, Minnesota.

WHEREAS, Star Lake Township and Dead Lake Township share the following described town line road(s):

Beaver Dam Road – beginning from the north at the intersection of Beaver Dam Trail proceeding south to the intersection with County Hwy. 35, a distance of approx. 2.9 miles.

Big Rock Road – beginning at the intersection of County Hwy. 35 proceeding south *to the point where the road curves to the west, a distance of approx. 1.3 miles.*

The sum total of this agreement encompasses approximately 4.2 miles.

WHEREAS, Minn. Stat. § 164.12 directs town boards to divide roads along the line between two townships (Town Line Road) and enter into an agreement for the maintenance of those roads;

WHEREAS, Minn. Stat. § 164.13 requires towns with Town Line Roads to bear jointly and in equal shares the expense of constructing and maintaining any bridge on the road(s) as made necessary by the construction of a drainage ditch or by reason of the changing, widening or alteration of any drainage ditch, or by reason of altering or changing of any watercourse;

WHEREAS,

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive here from, Star Lake Township and Dead Lake Township hereby enter into this agreement for the division of maintenance responsibilities for the above described town line roads.

Division of the Road(s): The town line road right-of-way shall be divided for maintenance purposes as follows:

Dead Lake Township shall maintain the following described portion of the line road:

Beaver Dam Road - beginning from the north at the intersection of Beaver Dam Trail proceeding south to the intersection of 380th Street, a distance of approx. 2.4 miles.

Star Lake Township shall maintain the following described portion of the line road:

Beaver Dam Road – beginning at the intersection of 380th Street proceeding south to intersection with County Hwy. 35, a distance of approx. .5 miles.

Big Rock Road – beginning at the intersection of County Hwy. 35 proceeding south to the point where the road curves to the west, a distance of approx. 1.3 miles.

The combined distance for Star Lake Twp. is approx. 1.8 miles.

The total combined distance for the line road portion included in this agreement is 4.2 miles.

[the division should essentially draw a line across the road so the end each town is required to maintain will result in each town having roughly the same cost outlay (i.e., an equitable division)]

General Division of Maintenance Responsibility: Each Township will be responsible for conducting routine inspections and maintenance of their respective portions of the line road(s). Routine maintenance shall include, at a minimum, the following:

Weed control, mowing, brushing, tree trimming/removal, gravelling, blading, snowplowing, and signage of said road section.

Specific Division of Maintenance Responsibilities and Activities: In addition to the general division of maintenance responsibilities, the Townships agree to the following specific provision related to the division of specific maintenance responsibilities and required activities.

Cost for Drainage Structures: In addition to the requirements of Minn. Stat. § 164.13 regarding bridges, the Townships agree that the cost to repair or replace culverts on any portion of the town line road will be: *shared equally.*

Tree Removal: Removing trees (as defined in Minn. Stat. § 160.22, subd. 7a) from the town line road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the Township responsible for the maintenance of the portion of the town line road in which the trees are located. If the trees are outside of the jurisdictional boundaries of the Township, it may request the assistance of the Township with jurisdiction to provide assistance to achieve the removal. Any costs incurred by the responding Township to assist in the removal of the trees shall be paid by the requesting Township.

Major Repair: Any major repair or alteration defined as those items not specifically mentioned above, shall be shared equally. *Examples may be a washout of the road, collapse of the roadway, erosion in the right-of-way, etc.*

DIVISION OF COSTS

A Township interested in initiating an activity that requires the sharing of costs between the Townships, or with the expectation of sharing costs, shall notify and obtain approval from the other Township before undertaking the activity. If the parties do not agree to the need, scope, or other aspects of the proposed activity, the advice of an engineer will be obtained. Any cost associated with obtaining the advice will be shared equally by the Townships.

For the purpose of this agreement the required consultation for expected cost sharing will be at least one Supervisor from each Township, meeting together on-site to view the project. Each Supervisor will then present his/her findings to their respective Town Boards for consideration and a decision. The minutes of these Town Board meetings should include the decision that was made regarding the requested cost sharing request.

DISPUTES

If a disagreement arises regarding the fairness of the division of maintenance responsibilities provided in this agreement and the parties are not able to resolve the disagreement, the issue will be submitted to the county board for a determination of the proper division of responsibility as provided in Minn. Stat. § 164.12, subd. 6.

AMENDMENTS

Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Township.

ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described road(s).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this 14th day of OCTOBER, 2015.


Star Lake Township

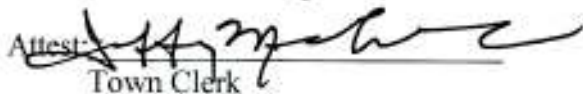
Dead Lake Township

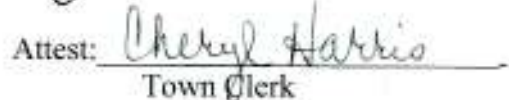
By the Town Board of Supervisors:


Town Board Chair

By the Town Board of Supervisors:


Town Board Chair

Attest: 
Town Clerk

Attest: 
Town Clerk