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Revised: November 2025

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

This agreement is hereby entered into this 10th day of November, 2025, by and between the Town Board of Supervisors of Lake Edward Township, Crow Wing County, Minnesota and the Town Board of Supervisors of Pelican Township, Crow Wing County, Minnesota.

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

1. MIDDLE CULLEN ROAD (from Sarah Lane to dead end address 27493 & 27494)
2. RED OAK ROAD (from Sunset Valley Road to Crow Wing County Hwy 4)

WHEREAS, Minn. Stat. § 164.12 directs town boards to divide roads on 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 any changing, widening, or alteration of any watercourse;

Now, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and benefits that each party shall derive from this resolution, Lake Edward Township and Pelican 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:

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

- MIDDLE CULLEN ROAD (from Sarah Lane to dead end address 27493 & 27494)

Pelican Township shall maintain the following described portion of the line road:

- RED OAK ROAD (from Sunset Valley Road to Crow Wing County Hwy 4)

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:

- Snow plowing, sanding, mowing, brushing, signing and crack sealing.

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:

- Lake Edward Township and Pelican Township shall share the cost equally.

Tree Removal: The Township responsible for maintaining the portion of the town line road shall be responsible for the maintenance of trees on both sides of the road, including routine trimming and major tree removal. Tree maintenance includes routine trimming, major tree removal, and cleanup of tree-related debris.

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

- Road resurfacing or reconstruction.
- Lake Edward Township and Pelican Township shall share road resurfacing and reconstruction costs equally.

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.

The costs to maintain RED OAK ROAD shall be shared between Lake Edward Township and Pelican Township. Lake Edward Township's share will be \$2,400.00 for each calendar year. The amount will be payable one-half on March 1, and one-half on September 1. Division of costs for future years will be calculated by Pelican Township and proposed dollar amount provided to Lake Edward Township on or before November 1 of each of the following years.

V. DISPUTES

If a disagreement arises regarding the fairness of the division of maintenance responsibilities and the division of costs 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.

VII. 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 day of November 10th, 2025.

Lake Edward Township

Pelican Township

By the Town Board of Supervisors:

By the Town Board of Supervisors:

Town Board Chair

Town Board Chair

Attest: George R. Burnard

Attest: Gabe RAD

Town Clerk

Town Clerk

Attest: Loni R. Burnard

Attest: J. Wald