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

This agreement is hereby entered into this ______________ day of ______________, 20__, by and between the Town Board of Supervisors of ______________________ Township, _______________________ County, Minnesota and the Town Board of Supervisors of ________________________ Township, _______________________ County, Minnesota.

WHEREAS, ___________________ Township and ___________________ Township share the following described town line road(s):

[describe the road(s)]

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 herefrom, ___________________ Township and ___________________ 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:

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

[describe the portion/end of the road]

________________________ 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)]

**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:

[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.]

**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 [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. 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 [insert the agreed upon division of cost and how such work will be initiated.]

[add other provisions as agreed upon]

**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.

**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 ___________ day of ______________, 20__. 

________________________ Township                           ____________________________ Township

By the Town Board of Supervisors:                           By the Town Board of Supervisors:

_________________________ Town Board Chair                  ___________________________ Town Board Chair

Attest: ____________________________                         Attest: ____________________________

Town Clerk                                      Town Clerk