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NICOLLE ZUEHLKE
ITASCA COUNTY RECORDER

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JOINT ROAD OWNERSHIP AGREEMENT

THIS JOINT ROAD OWNERSHIP AGREEMENT ("Agreement"), dated this 9 day of October, 2018, is entered into by and between the City of Grand Rapids ("GR"), a municipal corporation, and Harris Township ("Harris"), an organized township, both of the State of Minnesota (collectively the "Parties").

RECITALS

- A. The north half of Isleview Road is located in Grand Rapids and the south half of Isleview Road is located in Harris, from the intersection Apache Drive, to the point where it deflects southerly, approximately 600 feet west, as identified on Exhibit "A".
- B. The Parties desire to establish this Joint Road Ownership Agreement to formally establish responsibilities to each party on how to reconstruct, repair and maintain Isleview Road from the intersection of Apache Drive, west approximately 600' to the point where the road deflects southerly.

AGREEMENT

- 1. Harris agrees to take ownership of the south half and GR agrees to take ownership of the north half of Isleview Road from the intersection of Apache Drive, west approximately 600' to the point where the road deflects southerly
- 2. **Costs.** GR and Harris agree to split the costs equally for all reconstruction, repair, and maintenance, to Isleview Road, from the intersection of Apache Drive, west approximately 600' to the point where the road deflects southerly.
- 3. **Maintenance.** GR shall be responsible for maintenance of trees on the north side of Isleview and Harris shall be responsible for maintenance of trees on the south side. Harris shall be solely responsible for plowing and mowing of this section of Isleview Road.

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4. **Liens.** Neither party shall permit any liens to be filed against the Property in connection with any construction, maintenance or repair work alleged to have been done by or through either party. In the event that any such liens shall be filed of record, the party alleged to have ordered the work for which the liens shall have been recorded shall cause such lien to be removed by record of payment, bonding, or other lawful procedure within thirty (30) days after receipt of written notice of such lien from the other party.
5. **Disputes.** In the event of a dispute between the Parties regarding the need to expand the existing Isleview Road or to improve it in any way, the dispute will be decided either by the Itasca County Engineer, or the Itasca County Board of Commissioners, and he/she/they will make the decision as to what property expansion or improvements are necessary, taking into account the Costs of Improvement set forth above in paragraph 4.
6. **Failure to Maintain.** If either party fails to repair or maintain the Property in accordance with the provisions of this Agreement, and if such failure shall continue for thirty (30) days after notice, such thirty (30) day period to be extended as reasonably required if noncompliant party shall be acting with due diligence, conforming party shall have the right to go upon the Permanent Easement Area to perform such maintenance and repair. Noncompliant party shall reimburse compliant party for its proportional share of the costs incurred as a result thereof within thirty (30) days following receipt of invoice.
7. **Future Projects.** If either party plans to make improvements to the roadway which would require a cost share by the other party, notification of a minimum of 2 years must be given to the other party to ensure both parties can budget accordingly. This does not include yearly maintenance activities.
8. **Notices.** Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

City of Grand Rapids
 Attn: TOM PAGER
 420 No. Pokegama Ave.
 Grand Rapids, MN 55744

Harris Township
 Attn: Prissy Clayton
 20876 Wendigo Park Road
 Grand Rapids, MN 55744

8. General Provisions.

8.1 **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

8.2 **Covenant Not to Disturb.** Each Party covenants and agrees that its exercise of the easements granted herein shall not unreasonably interfere with the business operations of the other.

8.3 **Compliance With Laws.** Any construction or repairs contemplated by this Agreement shall be performed in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules

and regulations of all governing public authorities, as those statutes, ordinances, rules and regulations are amended from time to time.

8.4 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each Party.

8.5 Authorized Representative. Each individual signing on behalf of a Party to this Agreement states that he or she is the duly-authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforcement obligation of, the Party on whose behalf the representative is signing.

8.6 Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

8.7 Indemnity. Each party shall indemnify and save other party harmless from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including attorney's fees, which either party may incur as a result of or in any way connected with the activities of other party, its officers, employees, agents, contractors, and invitees in connection with this Easement, or in connection with the acts or negligence of said party, its agents, employees or contractors.

8.8 Amendments. This Agreement may be modified or amended in whole or in part only by written instrument executed by all parties hereto.

8.9 Counterparts. This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

8.10 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter, operation and maintenance. The parties do not rely upon any statement, promise or representation not herein expressed.

CITY OF GRAND RAPIDS

By: Dale Adams
By: [Signature]

HARRIS TOWNSHIP

By: [Signature]
By: [Signature]

Drafted by:
Chad B. Sterle, Esq.
Sterle Law Office
502 NW Fifth Ave.
Grand Rapids, MN 55744
Telephone: 218.326.9646

Exhibit A Joint Powers Agreement - Isleview Rd

726208

This Joint Power Agreement shall cover the width of road right of way either side of the centerline of Isleview Road lying south of the north line of Section 6 Located in Harris Township and north of the south line of Section 31 located in the City of Grand Rapids. From the point of beginning where the centerline of said roadway intersects the shared boundary of Section 31 and Section 6 to a point where the centerline intersect the westerly extension of the north line of Lots 34, 35, 36 & 38 Block 1 within the Plat of Isle View Addition



City of Grand Rapids, Itasca County



- Joint Powers Agreement
- Section Line
- Plat Blocks
- Lots
- Plats

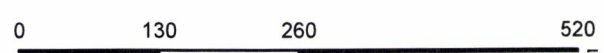




Exhibit A
Proposed Joint Ownership Agreement
City of Grand Rapids//Harris Township