

ROAD USE AGREEMENT

This Road Use Agreement ("Agreement") is made and entered into as of this 20th day of February, 2026 ("Effective Date"), by and between the City of Marshall, a Minnesota municipal corporation (the "City") and X, Lake Marshall Township, a Minnesota public corporation (the "Township") (together with the City referred to herein as the "Parties" or each a "Party").

RECITALS

- A. The Township maintains certain public roads within its jurisdiction, including what is commonly known as 260th Street generally located between County Road 74 and Victory Park (the "Road").
- B. The City is working with the United States Army Corp of Engineers ("USACE") to carry out certain flooding mitigation projects on City property (the "Project") and has identified a need to utilize the Road as a haul route during the Project.
- C. The Parties wish to enter into this Agreement related to the City's use of the Road, including documenting the City's agreement to return the Road into its existing condition following completion of the Project if any damage should be caused by the City's use of the Road, as more fully stated herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. Road Use. The Township hereby acknowledges that City's plan to utilize the Road as a haul route during construction of the Project. While the Road is a public road, and the City has the right to utilize it in the same manner as the general public, the City desires to make those certain promises contained herein to the Township as it relates to the City's use of the Road.
2. Documentation. Prior to beginning to utilize the Road, the City shall visually inspect and document the current condition of the Road surface. For avoidance of doubt, the City shall not be obligated to undertake any engineering or other studies related to the Road, but rather has agreed that it will visually inspect the Road and note any existing deficiencies or concerns.
3. Repairs. Following completion of the Project, the City will again visually inspect and document the then-current condition of the Road surface. To the extent that there then exist any new or increased deficiencies, the City shall work with the Township to develop a plan to address any reasonably necessary repairs.
4. Public Use. The Parties acknowledge that the Road is a public street and is open for use by the general public. To the extent that any deficiencies or concerns are not reasonably believed to have been caused by the City's use of the Road, the City shall have no obligation to repair such concerns.
5. No Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party.
6. Governing Law; Disputes. The laws of the State of Minnesota shall govern this Agreement. All disputes under this Agreement shall be venued in the State and Federal courts with jurisdiction in Lyon County, Minnesota and each party hereby consents to such venue.
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, together, shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

CITY OF MARSHALL



Mayor



City Clerk

LAKE MARSHALL TOWNSHIP



Town Chair



Town Clerk

ok per
Edwin Keller