

**LAKETOWN TOWNSHIP
BOARD OF SUPERVISORS
RESOLUTION 2023-09**

SEPTIC DRAINFIELD MAINTENANCE AGREEMENT

WHEREAS, Laketown Township (“Township”) has transferred an easement for drainage and utility purposes and legally described on the attached Exhibit A (“Easement”) to Robert Bruce Hoggarth and Irma Ilona Hoggarth (collectively, Hoggarth”); and

WHEREAS, such Easement is currently being used as a drainfield for septic outflows (“Drainfield”) originating on property owned by Hoggarth, which property is legally described on the attached Exhibit B (Hoggarth Property”); and

WHEREAS, Hoggarth desires to have the Township assist with the maintenance of the Drainfield and septic system; and

WHEREAS, the Township is willing to assist with the maintenance of the Drainfield and septic system for a fee;

NOW, THEREFORE, the Parties agree as follows:

1. The Township shall provide the following maintenance to Hoggarth’s septic system and the Drainfield:
 - a. Periodic checks of the mound systems for any problems in its operation;
 - b. Alternating the septic flow between mound systems twice per year;
 - c. Assistance in investigating problems that may arise with aspects of the Drainfield and Hoggarth’s septic system pumps.
2. Hoggarth shall pay the Township \$75 on the first day of each calendar quarter for the Township’s services described in paragraph 1 above. If additional services are requested by Hoggarth, the Township may provide such services at a rate to be agreed upon by the parties at such time as such services are requested by Hoggarth.
3. This Agreement shall terminate on the earlier of 1) five years from the date set forth in paragraph 6 below, or 2) upon the sale of the property legally described on the attached Exhibit B, provided, however that fifty-four months after the date listed below, either party may request to renegotiate this Agreement, at which time the parties shall commence negotiations regarding the possible extension of this Agreement. If the parties are unable to reach an agreement on the extension of this Agreement, this Agreement shall terminate five years from the date set forth in paragraph 6 below.

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 21 day of August 2023, by **Mike Klingelutz, Chair of Laketown Township**, Carver County Minnesota, pursuant to the authority granted by its Town Board.

Leanne Kunze
NOTARY PUBLIC



STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 21 day of August 2023, by **Leanne Kunze, Clerk of Laketown Township**, Carver County Minnesota, pursuant to the authority granted by its Town Board.

Leanne Kunze
NOTARY PUBLIC



DRAFTED BY:
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EXHIBIT A

Easement Legal Description

EXHIBIT B

Hoggarth Property Legal Description