

**LAKETOWN TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 2024-07

SEPTIC DRAINFIELD TRANSFER AGREEMENT

WHEREAS, Laketown Township (“Township”) owns an easement for drainage and utility purposes legally described on the attached Exhibit A (“Easement”); and

WHEREAS, such Easement is over property owned by Ryan Rosin and Lindsey Rosin, husband and wife (collectively, “Rosin”), such property being legally described on the attached Exhibit B (“Rosin Property”) and is over property owned by Allen Mestad and Sara Mestad, husband and wife (collectively “Mestad”), such property being legally described on the attached Exhibit C (“Mestad Property”); and

WHEREAS, such Easement is currently being used as a drainfield for septic outflows (“Drainfield”) originating on property owned by Robert Bruce Hoggarth and Irma Ilona Hoggarth, husband and wife (collectively, Hoggarth”), which property is legally described on the attached Exhibit D (Hoggarth Property”); and

WHEREAS, the Township desires to transfer the Easement to Hoggarth, and to transfer responsibility for all maintenance Hoggarth’s septic system and the Drainfield to Hoggarth; and

NOW, THEREFORE, the Parties agree as follows:

1. The Township transfers ownership of the Drainfield, including, but not limited to, the liftstation, all electrical components, all piping and all other components thereof installed in the Easement, to Hoggarth.
2. The Township transfers ownership of the Easement to Hoggarth. The Township shall provide a recordable document transferring the Easement to Hoggarth.
3. Mestad and Rosen consent to the transfer of the Drainfield and the Easement from the Township to Hoggarth.
4. The parties understand that the Easement area encompasses two existing mound systems and room for a primary alternate and a secondary alternate mound system. Rosin and Mestad shall not construct structures, alter the soils, park vehicles or store objects within the Easement area as such activities may damage the mound systems or the alternate mound system soils.

5. All maintenance, repair, replacement and septic pumping costs related to Hoggarth’s septic system and any components of the Drainfield shall be borne by Hoggarth. Hoggarth shall maintain the septic system in accordance with the septic system requirements as set forth in Carver County ordinances.
6. At such time as the Drainfield 1) ceases to properly operate and cannot be repaired, or 2) is no longer used by Hoggarth because Hoggarth has constructed a new drainfield not within the Easement or has implemented some other system for treating or disposing of septic waste (such as a holding tank, mechanical treatment system, or a municipal sanitary sewer system), Hoggarth shall dismantle the mound systems, dismantle the lift station, level the ground upon which the Drainfield is located, restore the turf over the Drainfield by establishing grass on the Drainfield, and shall provide Rosin and Mestad with a recordable document terminating the Easement.
7. This Agreement shall remain in force until the conditions of paragraph 6 above have been fulfilled, at which time this Agreement and its obligations shall terminate.
8. This Agreement shall be recorded on the property records at the Carver County Recorder’s Office and shall bind the heirs, successors and assigns of the parties to this Agreement.

Dated: February 12, 2024

Ryan Rosin and Lindsey Rosin

Allen Mestad and Sara Mestad

Ryan Rosin

Allen Mestad

Lindsey Rosin

Sara Mestad

**Robert Bruce Hoggarth and
Irma Ilona Hoggarth**

Laketown Township

Robert Bruce Hoggarth

Pete Parris, Chair

Irma Ilona Hoggarth

Leanne Kunze, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Pete Parris, Chair of Laketown Township**, Carver County Minnesota, pursuant
to the authority granted by its Town Board.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Leanne Kunze, Clerk of Laketown Township**, Carver County Minnesota,
pursuant to the authority granted by its Town Board.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Ryan Rosin**.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Lindsey Rosin**.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Allen Mestad**.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Sara Mestad**.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Robert Bruce Hoggarth**.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by **Irma Ilona Hoggarth**.

NOTARY PUBLIC

DRAFTED BY:
Couri & Ruppe, P.L.L.P.
P.O. Box 369
St. Michael, MN 55376
(763) 497-1930

EXHIBIT A

Easement Legal Description

An easement for sewage treatment purposes over, under and across that part of Lot 9 and Lot 10, Block 3, LAKETOWN SHORES, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Beginning at the most northerly corner of said Lot 9; thence on a plat bearing of South 41 degrees 21 minutes 31 seconds East, along the northeasterly line of said Lot 9, a distance of 12.00 feet; thence South 47 degrees 59 minutes 24 seconds West, a distance of 291.70 feet; thence South 77 degrees 29 minutes 55 seconds East, a distance of 25.96 feet; thence South 35 degrees 04 minutes 58 seconds East, a distance of 66.39 feet; thence South 37 degrees 23 minutes 15 seconds West, a distance of 52.58 feet to the southerly line of said Lot 9; thence due West along said southerly line, a distance of 162.40 feet to the most westerly corner of said Lot 9; thence North 47 degrees 59 minutes 24 seconds East, along the northwesterly line of said Lot 9, a distance of 457.10 feet to the point of beginning.

AND

An easement for sewage treatment purposes over, under and across that part of Lot 8, Block 3, LAKETOWN SHORES, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Beginning at the most easterly corner of said Lot 8; thence on a plat bearing of North 41 degrees 21 minutes 31 seconds West, along the northeasterly line of said Lot 8, a distance of 11.24 feet; thence South 48 degrees 30 minutes 54 seconds West, a distance of 148.94 feet; thence South 49 degrees 25 minutes 58 seconds West, a distance of 128.53 feet; thence North 51 degrees 28 minutes 08 seconds West, a distance of 65.93 feet; thence South 79 degrees 00 minutes 56 seconds West, a distance of 77.64 feet; thence South 17 degrees 17 minutes 41 seconds West, a distance of 95.95 feet; thence South 53 degrees 34 minutes 23 seconds East, a distance of 70.46 feet to the southeasterly line of said Lot 8; thence North 47 degrees 59 minutes 24 seconds East, along said southeasterly line of Lot 8, a distance of 434.17 feet to the point of beginning.

EXHIBIT B

Rosin Property Legal Description

Lot 8, Block 3, Laketown Shores, according to the plat of record
in Carver County, Minnesota.

EXHIBIT C

Mestad Property Legal Description

Lots 9 and 10, Block 3, Laketown Shores, according to the plat of record
in Carver County, Minnesota.

EXHIBIT D

Hoggarth Property Legal Description

Lot 16, Block 2, Laketown Shores, according to the plat of record
in Carver County, Minnesota.