

At a special meeting of the City Council of the Village of Brownsdale held on the 22 day of July, 1976, the following councilmen were present:

Martin Foster
Larry Ludwig
Keith Little

Ralph Grant
Robert Berland

WHEREAS Futura Enterprises Inc. is the owner of a mobile home park within the corporate limits of the City of Brownsdale and has requested the City of Brownsdale to assume the care, maintenance and repair of streets that are presently located within said mobile home park, and further to undertake removal of the snow and ice from said streets during the winter seasons on the same basis as furnished to other citizens of the City of Brownsdale; and has also requested the City of Brownsdale to furnish street lighting and to take over the present light poles and fixtures and thereafter repair and maintain said light poles and fixtures on the same basis as other street lighting for the resident of the City of Brownsdale, and has also requested the City of Brownsdale to assume care and maintenance and repair of the water main line that presently exists in said mobile home park from its point of connection with the city water main and running up to the first trailer located within said first party's mobile home park; and

WHEREAS Futura Enterprises is contemplating further expansion to the present mobile home park;

NOW THEREFORE, be it hereby resolved that the Council of the City of Brownsdale does hereby adopt the following resolution:

1. The City of Brownsdale agrees to accept a permanent easement of the streets and roadways that are presently in use within the mobile home park from Futura Enterprises. The easement shall also include the rights of the City to construct and maintain utility lines (electric, gas, sewer, etc.) within the street right of way.
2. Upon acceptance of said roadway and utility easement, the City of Brownsdale will assume responsibility for the care and maintenance and repair of said streets and roadways on the same basis that it does for the other streets. The City, however, reserves the right to assess adjoining property owners for permanent improvements pursuant to the local improvement code of the type of improvements to the street that are normally assessed for by the City.
3. Upon acceptance of the street easements, the city will assume responsibility for the removal of snow and ice from the roadways except for unusual occurrence which results in an abnormal amount of snow and ice accumulations which is hereinafter provided for. Futura Enterprises agrees that it will give the City street and roadway right of way easements 40 feet in width so as to allow for the storage of excessive snow and ice (actual street and roadway width is 28 feet.)

4. In the event of an abnormal snowfall within a short period which necessitates the hauling of snow from the mobile home park, Futura Enterprises agrees that it will pay for the cost of removal and hauling of the snow.

5. In the event Futura Enterprises or its successors or assigns develops all or a portion of the land it presently owns which is contiguous to the present mobile home park site, in that event, it or its successors and assigns will include the present park in any plat of the new area showing the location of the public streets and easements referred to herein. This new plat will show the present streets, together with any proposed dedicated streets in the new area and the existence of easements for street lighting, sewer mains, gas lines and other public utility lines. If the plat and layout is acceptable, the City will accept the streets and street light easements and water main easements. In accordance with the present city policy, the city will construct water mains at its expense as they do for other residential areas in the city providing application for said improvement is made within 30 days after the execution of an agreement between Futura Enterprises and the City of Brownsdale incorporating the provisions of this resolution and providing that park improvements are commenced within two years thereafter. All improvements other than the water mains will be installed at the expense of Futura Enterprises Inc. or its successors and assigns.

6. Futura Enterprises shall transfer all its right, title and interest to the street lights that are presently located within the mobile home park, it being understood that the street lights as they presently exist are located within the street and roadway easements to be granted pursuant to this resolution. Futura Enterprises also agrees to immediately sign all of its interest in its contract to provide electric power maintenance from Interstate Power Company to the mobile home park to the City of Brownsdale. The City of Brownsdale shall thereafter maintain street lights as it does other street lights in the City of Brownsdale reserving its right, however, to assess for lighting improvements under the local improvement code where such improvements are customarily assessed for.

7. Futura Enterprises will immediately give a permanent easement to the City for the water line from its present point of connection with the city of Brownsdale water main to the point where the first mobile home is located within the mobile home park.

8. The City agrees that it will accept the water main easement above referred to and assume responsibility for the care and maintenance and repair of said water main line in the easement area above described on the same basis as it maintains other water lines within the City of Brownsdale.

9. Futura Enterprises understands and agrees that it will be solely and completely responsible for all other water lines within the present mobile home park over which the city has not been given an easement.

10. The Futura Enterprises will maintain its own sewer lines within the mobile home park. In the event that land is developed west and south of the present park, Futura agrees that it will give the City an easement to hook on to its sewer if feasible in order to transport said sewage through first party's sewer line to the sewer main now serving the mobile home park.

11. It is understood that in return for the city accepting the easements above referred to and undertaking the snow removal and street lighting obligations above referred to, that the Futura Enterprises will dismiss the present law suit pending in the District Court of Mower County, State of Minnesota against the Village of Brownsdale, with prejudice, without any costs being taxed to the City of Brownsdale.

BE IT FURTHER RESOLVED that Kermit Hoversten, as attorney for the City of Brownsdale is hereby authorized and directed to prepare the necessary agreement incorporating the provisions of this resolution into an agreement with Futura Enterprises Inc. Upon the preparation of said agreement, the Mayor and the City Clerk are hereby authorized to execute said agreement on behalf of the City of Brownsdale.

The above resolution was passed by a vote of yeas and nays this 22 day of July, 1976.

Yeas 5

Nays 0

Marvin Foster
Mayor

Attest.

Ida Foster
City Clerk