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CITY OF FREEPORT
Expenditure Budget Report -- Multi Year Actuals
For the Year: 2018

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Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		2014	2015	2016	2017	Budget	Exp.	Budget	Changes	Budget	Budget
						2017	2017	18	18	18	18
<hr/>											
265	TIF Swany White										
46508	TIF District Swany										
640	TIF Payment	2,891	2,744	2,915	1,493	3,000	50%	3,000		3,000	100%
	Account:	2,891	2,744	2,915	1,493	3,000	50%	3,000	0	3,000	100%
	Fund:	2,891	2,744	2,915	1,493	3,000	50%	3,000	0	3,000	100%
											%
300	EDA										
46500	EDA Operations										
210	Operating Supplies	198	409	380	131	560	23%	400		400	71%
	EDA meeting meals										
300	Professional Services		1,565	440	7,231	400	***%	560		560	140%
	2015 \$1448 land sale closing costs, \$117 SEH										
	2016 Strack Consulting										
	2017 \$6343 land sale closing costs, \$888 SEH										
302	Legal Consulting	119	1,934	826	192	2,000	10%	2,000		2,000	100%
335	Mileage & Reimb Exp	26				100	0%	100		100	100%
360	Workers Comp Insurance	25	42	19		50	0%	50		50	100%
429	County Recording Fees			46		50	0%	50		50	100%
430	Miscellaneous	7,643	12,000		4,617	2,000	231%	2,000		2,000	100%
	2015 value of land sold to MarVin Enterprises										
	2017 value of land sold to Carr's										
700	Transfers	12,856	43,552	5,000	5,000	5,000	100%	5,000		5,000	100%
	\$5000 transfer to General Fund										
	2015 includes \$38,552 for land sale proceeds transferred to bond fund 331										
	Account:	20,867	59,502	6,711	17,171	10,160	169%	10,160	0	10,160	100%
	Fund:	20,867	59,502	6,711	17,171	10,160	169%	10,160	0	10,160	100%
											%
326	Bonds, 2013 (Refunding of Main St Improvements)										
47000	Debt Service										
600	Bond Principal			110,000	115,000	115,000	100%	120,000		120,000	104%
610	Bond Interest		7,150	13,200	10,950	10,950	100%	8,600		8,600	79%
620	Fiscal Agents Fees		165	495	495	495	100%	495		495	100%
	Account:		7,315	123,695	126,445	126,445	100%	129,095	0	129,095	102%
	Fund:		7,315	123,695	126,445	126,445	100%	129,095	0	129,095	102%
											%

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		2014	2015	2016	2017	Budget	Exp.	Budget	Changes	Budget	Budget
						2017	2017	18	18	18	18

331 Bonds, 2012 (Refunding of Industrial Park)											
47000 Debt Service											
600	Bond Principal		20,000	160,000	160,000	160,000	100%	165,000		165,000	103%
610	Bond Interest	10,359	20,603	19,568	17,568	17,568	100%	15,209		15,209	87%
620	Fiscal Agents Fees		495	495	495	495	100%	495		495	100%
	Account:	10,359	41,098	180,063	178,063	178,063	100%	180,704	0	180,704	101%
	Fund:	10,359	41,098	180,063	178,063	178,063	100%	180,704	0	180,704	101%
											%
Grand Total :											
		34,117	110,659	313,384	323,172	317,668		322,959	0	322,959	

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Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2014	2015	2016	2017	Budget	Rec.	Budget	Change	Budget	Budget
					2017	2017	18	18	18	18
<hr/>										
265 TIF Swany White										
31100 Bond Levy										
31150 Tax Increments	2,891	2,744	2,915	1,493	3,000	50%	3,000		3,000	100%
Group:	2,891	2,744	2,915	1,493	3,000	50%	3,000	0	3,000	100%
Fund:	2,891	2,744	2,915	1,493	3,000	50%	3,000	0	3,000	100%
300 EDA										
31000 General Property Taxes										
31000 General Property Taxes	9,970	9,988	9,916	5,319	10,000	53%	10,000		10,000	100%
Group:	9,970	9,988	9,916	5,319	10,000	53%	10,000	0	10,000	100%
36200 Miscellaneous Revenues										
36210 Interest Earnings	152	174	196	210	160	131%	160		160	100%
36290 Sale Land/Property	10,000	40,000		2,088	0	***%			0	0%
Group:	10,152	40,174	196	2,298	160	***%	160	0	160	100%
Fund:	20,122	50,162	10,112	7,617	10,160	75%	10,160	0	10,160	100%
326 Bonds, 2013 (Refunding of Main St Improvements)										
31000 General Property Taxes										
31000 General Property Taxes			91,688	49,765	93,500	53%	94,500		94,500	101%
Group:			91,688	49,765	93,500	53%	94,500	0	94,500	101%
36100 Special Assessments										
36100 Special Assessments			11,591	3,404	8,281	41%	8,281		8,281	100%
Group:			11,591	3,404	8,281	41%	8,281	0	8,281	100%
36200 Miscellaneous Revenues										
36210 Interest Earnings		1,080	593	241	586	41%	473		473	80%
Group:		1,080	593	241	586	41%	473	0	473	80%
39200 Transfer from other funds										
39200 Transfer from other funds		157,877			0	0%			0	0%
2015 transfer was from Fund 325, which was closed										
Group:		157,877			0	0%	0	0	0	0%

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Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2014	2015	2016	2017	Budget	Rec.	Budget	Change	Budget	Budget
					2017	2017	18	18	18	18
<hr/>										
Fund:		158,957	103,872	53,410	102,367	52%	103,254	0	103,254	100%
331 Bonds, 2012 (Refunding of Industrial Park)										
31000 General Property Taxes										
31000 General Property Taxes		69,352	89,183	50,516	95,000	53%	100,000		100,000	105%
Group:		69,352	89,183	50,516	95,000	53%	100,000	0	100,000	105%
36100 Special Assessments										
36100 Special Assessments				21,666	0	***%			0	0%
2017: From Industrial Park lot sale										
Group:				21,666	0	***%	0	0	0	0%
36200 Miscellaneous Revenues										
36210 Interest Earnings		3,313	2,538	1,567	1,619	97%	1,216		1,216	75%
Group:		3,313	2,538	1,567	1,619	97%	1,216	0	1,216	75%
39200 Transfer from other funds										
39200 Transfer from other funds	10,359	421,755			0	0%			0	0%
2015 transfer was from Fund 330, which was closed										
Group:	10,359	421,755			0	0%	0	0	0	0%
Fund:	10,359	494,420	91,721	73,749	96,619	76%	101,216	0	101,216	104%
407 2006 Small Cities Grant										
36100 Special Assessments										
36101 Principal on Note		7,887	2,549	1,146	2,549	45%	1,428		1,428	56%
36102 Penalties and Interest	130	201	66	11	54	20%	29		29	53%
Group:	130	8,088	2,615	1,157	2,603	44%	1,457	0	1,457	55%
36200 Miscellaneous Revenues										
36200 Miscellaneous Revenues	6,946				0	0%			0	0%
36210 Interest Earnings	498	572	702	610	600	102%	750		750	125%
Group:	7,444	572	702	610	600	102%	750	0	750	125%
Fund:	7,574	8,660	3,317	1,767	3,203	55%	2,207	0	2,207	68%

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Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2014	2015	2016	2017	Budget	Rec.	Budget	Change	Budget	Budget
					2017	2017	18	18	18	18
<hr/>										
410 South End Park Fund										
36200 Miscellaneous Revenues										
36210 Interest Earnings	11	12	13	29	12	242%	50		50	416%
Group:	11	12	13	29	12	242%	50	0	50	416%
39400 Transfer from General										
39400 Transfer from General				5,000	5,000	100%	5,000		5,000	100%
2017 Set aside funds for future south end park										
Group:				5,000	5,000	100%	5,000	0	5,000	100%
Fund:	11	12	13	5,029	5,012	100%	5,050	0	5,050	100%
412 North End Park Fund										
36200 Miscellaneous Revenues										
36210 Interest Earnings	12	12	14	17	12	142%	20		20	166%
36230 Donations - Private				1,000	0	***%			0	0%
Group:	12	12	14	1,017	12	***%	20	0	20	166%
Fund:	12	12	14	1,017	12	***%	20	0	20	166%
416 Bucket Fund - Old Tower Preservation										
36200 Miscellaneous Revenues										
36210 Interest Earnings	35	36	41	35	36	97%	45		45	125%
Group:	35	36	41	35	36	97%	45	0	45	125%
Fund:	35	36	41	35	36	97%	45	0	45	125%
417 Street Improvements										
33400 State Grants & Aid/PERA										
33431 Small City Transportation				4,490	0	***%	8,980		8,980	*****%
During 2017 session, legislature funded 2017 & 2018.										
In 2015, \$14,466 received & was recorded in 101.33431.										
Group:				4,490	0	***%	8,980	0	8,980	*****%

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Account	Actuals		Current Budget		% Rec.	Prelim. Budget	Budget Change	Final Budget	% Old Budget
	2014	2015	2016	2017	2017	2017	18	18	18
<hr/>									
417 Street Improvements									
36200 Miscellaneous Revenues									
36210 Interest Earnings			470	709	300	236%	1,000	1,000	333%
Group:			470	709	300	236%	1,000	0	1,000 333%
39400 Transfer from General									
39400 Transfer from General			70,000	70,000	70,000	100%	72,000	72,000	102%
Set aside funds for future street improvement									
Group:			70,000	70,000	70,000	100%	72,000	0	72,000 102%
Fund:			70,470	75,199	70,300	107%	81,980	0	81,980 116%
418 Capital Equipment									
36200 Miscellaneous Revenues									
36210 Interest Earnings			70	101	50	202%	150	150	300%
Group:			70	101	50	202%	150	0	150 300%
39400 Transfer from General									
39400 Transfer from General			10,000	10,000	10,000	100%	10,000	10,000	100%
Set aside funds for future equipment purchases									
Group:			10,000	10,000	10,000	100%	10,000	0	10,000 100%
Fund:			10,070	10,101	10,050	101%	10,150	0	10,150 100%
419 Street Lights									
36200 Miscellaneous Revenues									
36210 Interest Earnings				34	0	***%	80	80	****%
Group:				34	0	***%	80	0	80 ****%
39400 Transfer from General									
39400 Transfer from General				10,000	10,000	100%	30,000	30,000	300%
Set aside funds for future street light purchases									
Group:				10,000	10,000	100%	30,000	0	30,000 300%
Fund:				10,034	10,000	100%	30,080	0	30,080 300%
Grand Total :	41,004	715,003	292,545	239,451	310,759		347,162	0	347,162

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		Actuals				Current	%	Prelim.	Budget	Final	% Old
		2014	2015	2016	2017	Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	2014	2015	2016	2017	2017	2017	18	18	18	18
601 Water											
43225	Water										
200	Postage	722	592	705	566	700	81%	725		725	104%
210	Operating Supplies	1,456	4,827	1,444	339	3,400	10%	2,000		2,000	59%
220	Repair & Maint. Supplies	373	166	769	544	650	84%	650		650	100%
300	Professional Services	169	199	652	143	300	48%	300		300	100%
	Gopher State One Call, SEH, Preferred Controls										
311	Outside Maintenance	2,147		8,358	1,500	4,000	38%	4,000		4,000	100%
	2018 budget: Clean water tower \$3,000, Other \$1,000										
	2016 includes \$7500 for water tower tank mixing system										
320	Telephone	245	616	233	204	300	68%	300		300	100%
330	Training	20		465	115	300	38%	125		125	42%
	MRWA Technical Conference (half)										
335	Mileage & Reimb Exp					0	0%	50		50	*****%
	MRWA Technical Conference (half)										
350	Notices & Publication	511		384	373	500	75%	500		500	100%
361	Liability Insurance	942	809	781	1,335	798	167%	825		825	103%
381	Electric	6,442	4,235	5,836	4,623	6,000	77%	6,000		6,000	100%
420	Depreciation	29,615	29,615	71,080		71,080	0%	71,080		71,080	100%
	2016: needed to include depreciation that has been allocated to Fund 415 USDA in prior years. Fund 415 was merged into Fund 601 at the end of 2015.										
430	Miscellaneous	352	25		100	250	40%	250		250	100%
431	Permits/License	2,509	1,716	1,950	1,878	2,500	75%	2,500		2,500	100%
433	Dues	1,824	2,117	1,693	604	925	65%	2,125		2,125	230%
	Black Mountain \$800, MRWA \$300, City well facility fees \$200, Badger Meter renewal \$825										
440	Chemical Purification	4,234	3,568	4,589	1,578	4,000	39%	4,000		4,000	100%
450	Sales Tax				1,043	2,000	52%	1,000		1,000	50%
	For water sold to commercial customers										
460	Lab Testing	405				0	0%			0	0%
600	Bond Principal				40,000	40,000	100%	40,000		40,000	100%
	USDA loan \$25,000 + 2013A \$15,000										
610	Bond Interest			33,051	32,960	33,030	100%	32,160		32,160	97%
	USDA loan \$25,120 + 2013A \$7,040										
700	Transfers	40,000	81,601	53,867	54,867	54,867	100%	54,867		54,867	100%
	2017 & 2018: Transfer to General Fund \$41,000; Transfer to USDA Water Reserve Fund \$13,867.										
	2016: Transfer to General Fund \$40,000; Transfer to USDA Water Reserve Fund \$13,867.										
	2015: Includes \$41,601 transfer to USDA Water Fund for 2013-2015.										
	Account:	91,966	130,086	185,857	142,772	225,600	63%	223,457	0	223,457	99%
	Fund:	91,966	130,086	185,857	142,772	225,600	63%	223,457	0	223,457	99%
											%
	Grand Total:	91,966	130,086	185,857	142,772	225,600		223,457	0	223,457	

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601 Water										
Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2014	2015	2016	2017	Budget	Rec.	Budget	Change	Budget	Budget
					2017	2017	18	18	18	18
31300 General Sales and Use Tax										
31300 General Sales and Use Tax				1,030	2,000	52%			0	0%
Group:				1,030	2,000	52%	0	0	0	0%
34000 Charges for Services										
34000 Charges for Services	161,200	160,675	158,027	97,366	114,280	85%	114,280		114,280	100%
Rate change effective Jan 1, 2017 - shift utility charges more to sewer & less to water										
34050 Hook-up fee		2,300			1,200	0%	1,200		1,200	100%
Group:	161,200	162,975	158,027	97,366	115,480	84%	115,480	0	115,480	100%
36100 Special Assessments										
36100 Special Assessments	56	604	10,953	26,460	22,500	118%	9,900		9,900	44%
Prior to 2016, these assessments were recorded in Fund 415 USDA Rural Development Project										
Group:	56	604	10,953	26,460	22,500	118%	9,900	0	9,900	44%
36200 Miscellaneous Revenues										
36210 Interest Earnings	2,475	2,260	3,310	3,018	2,600	116%	4,000		4,000	153%
36280 Sale of Equipment	100				0	0%			0	0%
Group:	2,575	2,260	3,310	3,018	2,600	116%	4,000	0	4,000	153%
39200 Transfer from other funds										
39200 Transfer from other funds		498,199			0	0%			0	0%
2015: Close fund 415 (USDA) to fund 601										
Group:		498,199			0	0%	0	0	0	0%
Fund:	163,831	664,038	172,290	127,874	142,580	90%	129,380	0	129,380	90%
Grand Total :	163,831	664,038	172,290	127,874	142,580		129,380	0	129,380	

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602 Waste Water		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	2014	2015	2016	2017	Budget	Exp.	Budget	Changes	Budget	Budget
						2017	2017	18	18	18	18
43250 Sewage Collection and Disposal											
200	Postage	669	537	822	445	800	56%	800		800	100%
210	Operating Supplies	1,716	180	4,232	2,128	2,000	106%	2,300		2,300	115%
	Bill cards \$400, Misc \$100, Lagoon bugs & aquatic weed kill \$1,800										
	2014 included \$910 for lagoon bugs										
220	Repair & Maint. Supplies	720				1,000	0%	1,000		1,000	100%
	2018 plan to purchase hose & fittings										
300	Professional Services	169	14,924	1,586	3,983	200	***%	2,000		2,000	1000%
	Gopher State One Call, SEH										
	2015 includes \$11,200 for sewer televising & SEH review										
311	Outside Maintenance	7,331		2,348	18,901	7,500	252%	7,500		7,500	100%
	2018: Johnson Jet-Line (yr 2 of 5 yr contract) \$5,325, Tri-State annual inspection of 3 lift stations \$1,200, Other maintenance \$975										
	2017: Johnson Jet-Line (yr 1 of 5 yr contract) \$5,325, sanitary sewer by school \$13,425										
320	Telephone	245	218	233	204	250	82%	250		250	100%
330	Training	122	250	113	115	300	38%	125		125	42%
	MRWA Technical Conference (half)										
335	Mileage & Reimb Exp				100	100	100%	100		100	100%
350	Notices & Publication	107				0	0%			0	0%
361	Liability Insurance	1,746	1,972	1,552	2,467	2,015	122%	1,700		1,700	84%
381	Electric	956	651	911	573	900	64%	900		900	100%
420	Depreciation	62,223	61,632	61,632		62,225	0%	61,632		61,632	99%
430	Miscellaneous		26			0	0%			0	0%
431	Permits/License	23	1,570		100	25	400%	30		30	120%
	Wastewater certification renewal										
	2015: WWTR Permit Application \$330, 5 yr permit \$1,240										
	2017: Loren's exam & initial certificate										
433	Dues	1,289	1,439	1,493		1,345	0%	1,600		1,600	119%
	Black Mountain \$750, Badger Meter renewal \$850										
460	Lab Testing	685	1,149	902	882	1,000	88%	1,000		1,000	100%
600	Bond Principal				25,000	25,000	100%	25,000		25,000	100%
	2013 GO refunding bonds										
610	Bond Interest	13,627	3,805	2,368	3,650	3,650	100%	3,150		3,150	86%
	2013 GO refunding bonds										
620	Fiscal Agents Fees		165			0	0%			0	0%
700	Transfers	40,000	48,400	42,800	43,800	43,800	100%	43,800		43,800	100%
	2017 & 2018: Transfer to General Fund \$41,000; Transfer to USDA Waste Water Reserve Fund \$2,800.										
	2016: Transfer to General Fund \$40,000; Transfer to USDA Waste Water Reserve Fund \$2,800.										
	2015: Includes \$8,400 transfer to USDA Waste Water Fund for 2013-2015.										
	Account:	131,628	136,918	120,992	102,348	152,110	67%	152,887	0	152,887	101%
	Fund:	131,628	136,918	120,992	102,348	152,110	67%	152,887	0	152,887	101%
											%
Grand Total :		131,628	136,918	120,992	102,348	152,110		152,887	0	152,887	

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602 Waste Water										
Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	2014	2015	2016	2017	Budget	Rec.	Budget	Change	Budget	Budget
					2017	2017	18	18	18	18
<hr/>										
34000 Charges for Services										
34000 Charges for Services	79,431	79,244	87,911	111,023	135,800	82%	135,800		135,800	100%
Sewer rates were raised by 10% beginning July 2016.										
Rate change effective Jan 1, 2017 - shift utility charges more to sewer & less to water.										
34050 Hook-up fee		1,200			1,200	0%	1,200		1,200	100%
Group:	79,431	80,444	87,911	111,023	137,000	81%	137,000	0	137,000	100%
36100 Special Assessments										
36100 Special Assessments	56	-462			0	0%			0	0%
Group:	56	-462			0	0%	0	0	0	0%
36200 Miscellaneous Revenues										
36210 Interest Earnings	1,047	662	188	295	100	295%	200		200	200%
Group:	1,047	662	188	295	100	295%	200	0	200	200%
39200 Transfer from other funds										
39200 Transfer from other funds	7,497				0	0%			0	0%
Group:	7,497				0	0%	0	0	0	0%
Fund:	88,031	80,644	88,099	111,318	137,100	81%	137,200	0	137,200	100%
Grand Total :	88,031	80,644	88,099	111,318	137,100		137,200	0	137,200	



CITY OF FREEPORT

125 Main Street E – PO Box 301 – Freeport, MN 56331 – 320-836-2112 – FAX 320-836-2116
For TTY/TDD Users 1-800-627-3529 or 711 Minnesota Relay Service www.freeportmn.org

RESOLUTION 2017-12

A RESOLUTION ADOPTING THE FINAL 2018 BUDGET AND TAX LEVY

It is hereby resolved by the City of Freeport, Minnesota that:

WHEREAS; Minnesota State Statutes require that all local units of government formally adopt a final tax for the proceeding fiscal year on or before December 28, 2017; and

WHEREAS; The Freeport City Council and City staff have done an analysis of the demands for goods, services and other debt obligations to be provided for the City in 2018 and has attached such budget in Appendix A; and

THEREFORE; The Freeport City Council has determined that the 2018 final tax levy shall be set at \$479,500 and directs the City Clerk to notify the Stearns County Auditor of this levy amount.

General Fund Levy	\$275,000
EDA Levy	\$10,000
2013 GO Bond Levy	\$94,500
<u>2012 GO Bond Levy</u>	<u>\$100,000</u>
Total Tax Levy	\$479,500

DATED THIS 19TH DAY OF DECEMBER, 2017

Motion by:

Second by:

Council members in favor:

Opposed or abstained:

ATTEST:

Rodney Atkinson, Mayor

Adrianna Hennen, Clerk-Treasurer

Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 12/12/17

Re: Accessory Structures

At the November council meeting, council requested that I ask surrounding communities their rules and regulations regarding accessory structures and setback requirements.

Albany:

- 121 sq/ft or larger – 10’ setbacks from side and rear
 - Max sidewall height is 12’
- 120 sq/ft or smaller – 5’ setbacks from side and rear
- Max height is 35’ for all zoning districts. “However, in a residential district I would never issue a permit for a shed that would be any higher than any other buildings or a neighbor’s adjacent building” – Tom Schneider

Melrose:

- Residential accessory structures have a 4 ft setback from side and rear
- Height requirement – in general the accessory structure cannot be higher than the primary structure.

As a reminder this is Freeport’s current accessory structure policy:

500.25 R-1, Single and Two-Family Residence District

Subd.6 Lot, Yard, Area and Height Requirements

Accessory Use

	Lot Minimum		Setbacks			Maximum
	Area Sq. Feet	Width (ft.)	Front	Side	Rear	Height
Single and two-family existing lots (8/30/72)	5,000	50 or less	Not allowed	6	5, unless rear loading then 10ft	18 ft
Existing Lots (8/30/72)	5,000	51 or more	Not allowed	10	5, unless rear loading then 10ft	18 ft
New Lots	15,000	75	Not allowed	10	5, unless rear loading then 10ft	18 ft

4. Each attached single family dwelling must meet the lot, yard, area, and height requirements of this subdivision, with the exception that: (1) the side yard setback requirement is waived for the shared party wall, and (2) the lot area requirement is reduced to 7,500 square feet per dwelling unit. Single family attached dwellings sharing a party wall shall not house more than two dwelling units. Each attached single family dwelling unit must have separate and individual front

and rear entrances, and separate and individual water and wastewater service.

500.48 Accessory structures

Subd.1 General Standards

1. Agricultural buildings on agricultural properties and industrial buildings on industrial properties are exempt from the requirements of this Section.
2. In cases where an accessory building is attached to the principal structure it shall be made structurally part of the principal structure and shall comply in all respects with the requirements of this Ordinance applicable to the principal structure.
3. An accessory building unless attached to and made a part of the principal structure shall not be closer than ten (10) feet to the principal structure, unless a smaller separation is granted under a conditional use permit.
4. Accessory buildings or structures shall not be constructed on any lot prior to the construction of a principal building.
5. Accessory buildings shall not be constructed in the front yard. Accessory structures are allowed in the side and/or rear yard providing setbacks are achieved.
6. Private garages and accessory structures larger than one-hundred twenty (120) square feet shall be placed on a permanent foundation which shall be defined as a floating slab with a rodent inhibiting barrier extending to a depth of at least one (1) foot below the average grade. **A storage or utility structure of one-hundred twenty (120) square feet or less shall be placed on a leveled four (4) inch gravel or rock base with a rodent inhibiting barrier provided between the base and the structure. Any accessory structure shall be firmly anchored to the surface regardless of structure size.**
7. Architectural Detail Requirements: Accessory structures shall have architectural details which are the same or reasonably similar to the principal structure based on, but not limited to, the following:
 - a. Roof orientation and pitch;
 - b. Roof type (e.g. gabled or hipped);
 - c. Eave, overhang depth, and fascia/soffit type and appearance;
 - d. Exterior color.
8. Size Limit: Accessory structures shall be clearly and reasonably subordinate to the principal structure in terms of both scale and bulk. Total accessory structure square footage, excluding attached garages, shall not exceed ten (10) percent of the lot area or six hundred (600) square feet, whichever is greater. The City Council may approve a conditional use permit to accommodate larger accessory structures, however, at no time shall an accessory structure exceed the foundation size nor total square footage of the residential dwelling or commercial structure to which it is subordinate.
9. Number of Accessory Structures Limited: For all districts a maximum of two (2) detached accessory building less than or equal to one-hundred twenty (120) square feet are allowed per lot. In addition, a maximum of one (1) detached accessory structure greater than one-hundred twenty (120) square feet is allowed per lot.
10. Accessory structures shall not encroach upon easements.

Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 12/13/17

Re: Xcel Energy Proposed Transmission Line

Attached are documents from Xcel for the proposed transmission line they want to run through the industrial park. Following the initial offer is an opinion generated by City Attorney Scott Dymoke. Following Dymoke's opinion, Xcel followed up with a different offer. This item will be discussed at the EDA meeting on December 18th and they will be generating an opinion and suggestion for the council meeting on December 19th.



Double Circuit 69kV Transmission Line to Riverview Substation

- Xcel Energy is planning to construct a double circuit 69kV transmission line between its existing East Melrose–Wobegon Trail Transmission Line 0795 and Great River Energy’s proposed Riverview Substation.
- The proposed transmission line is necessary to connect Great River Energy’s proposed Riverview Substation to surrounding transmission infrastructure.
- The Riverview Substation is needed to serve growing electric demands in the St. Cloud and Alexandria area.

Project Information

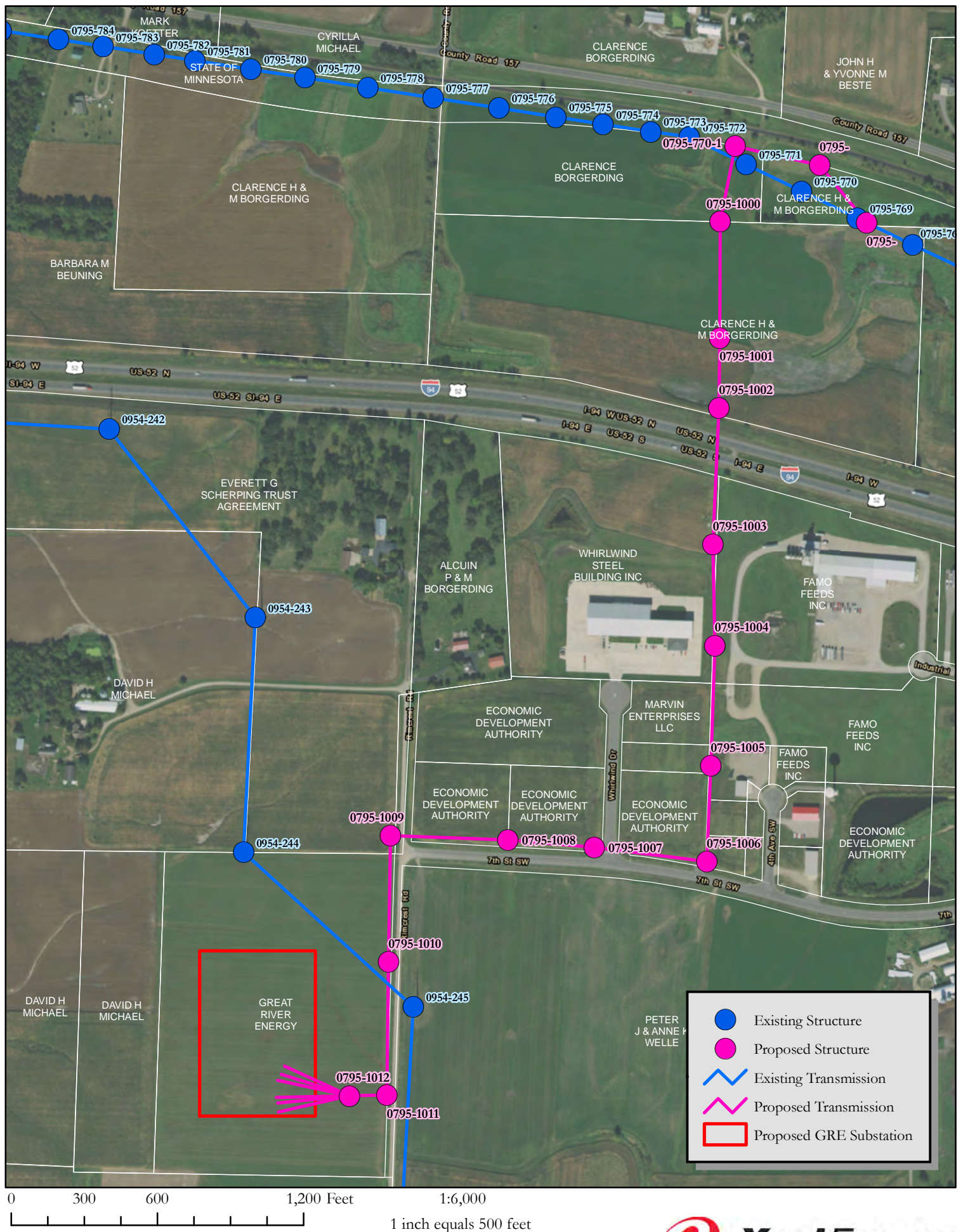
- The entire length of the new transmission line will be approximately 1 mile.
- The majority of the line will be built along existing roadways and property lines.
- Transmission poles will be galvanized steel mono-poles set on drilled pier concrete foundations or directly embedded into a culvert foundation, eliminating the need for guy wires and anchors.
- The new transmission line will be a double circuit 69 kilovolt line consisting of 8 wires (6 conductors and 2 lightning protection shield wires).
- Pole heights will range from 70ft to 100ft in height.
- Before the project is built, Xcel Energy will obtain approvals from all local governments in the project area and work with impacted landowners to acquire easement rights necessary to construct the project.
- Targeted in-service date is December 2018.

Enclosed Project Map

- The proposed transmission line route is indicated on the enclosed map.

Contact Us for Questions and Information

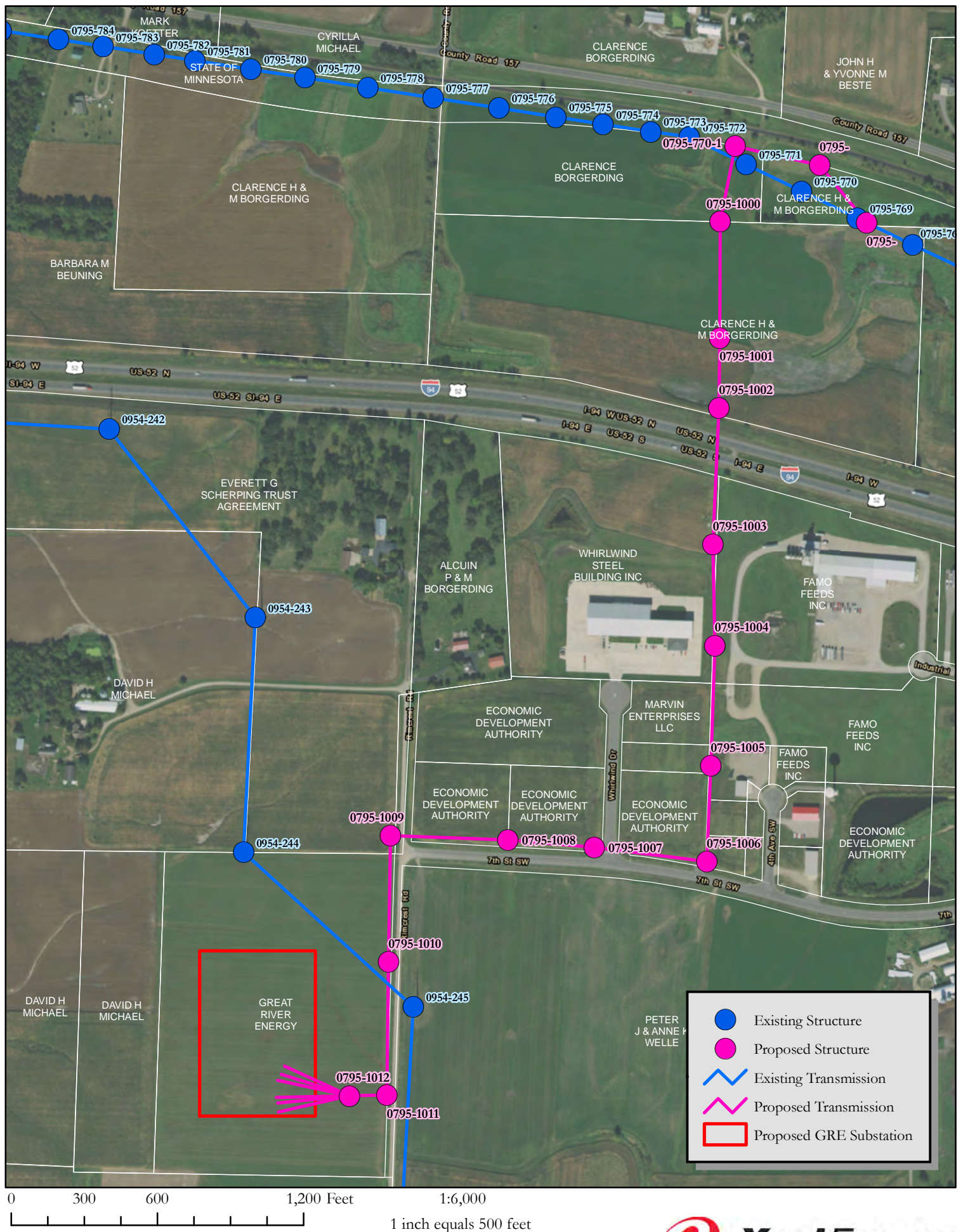
- Sean Lawler, Land Rights Agent: 612-330-1956
- Brendan Cohen, Project Manager: 612-330-6112



Line 0795 Proposed Route to GRE Substation







Line 0795 Proposed Route to GRE Substation





414 Nicollet Mall
Minneapolis, MN 55401

1-800-895-4999
Xcelenergy.com

November 16th, 2017

City of Freeport
Adrianna Hennen
125 Main Street E
Freeport, MN 56331

RE: Xcel Energy 69kV Transmission Line 0795 Riverview Tap Project

Dear Ms. Hennen,

Thank you again for meeting with Mark Osendorf and myself to discuss Xcel Energy's plans to construct a Double Circuit 69kV Transmission Line between the existing East Melrose–Wobegon Trail Transmission Line 0795 and Great River Energy's planned Riverview Substation. As discussed, the proposed transmission line is necessary to connect the Riverview Substation to surrounding transmission infrastructure. The Riverview Substation is needed to serve growing electric demands in the St. Cloud and Alexandria regional area. Please review the enclosed project information for additional project details.

Xcel Energy is proposing to construct a portion of the project on Freeport Economic Development Authority owned property. Please see the enclosed Project Map which highlights the proposed transmission line route. In order to construct the project, Xcel Energy respectfully requests a private utility easement across the property.

Please find enclosed an Easement Package containing Permission for Survey, Option for Easement, Easement Purchase Price Schedule, Memorandum of Option for Easement and Easement documents. Please review these documents and contact me with any questions or concerns.

Upon your acceptance of these documents, Xcel Energy requests your notarized signature(s) on each document. A check for the signing bonus in the amount of \$7,500.00 will be mailed to you following receipt of the signed documents. The remaining easement payment balance of \$19,490.87 will be issued prior to the start of construction in the Fall of 2018.

Please feel free to contact me if you have any questions regarding the project or the request for easement. I would be happy to make arrangements to meet with you to discuss in greater detail. Thank you in advance for your cooperation with Xcel Energy on this important project.

Sincerely,

Sean Lawler
Xcel Energy
Land Rights Agent
414 Nicollet Mall, Minneapolis, MN 55401
P: 612.330.1956
E: sean.w.lawler@xcelenergy.com

Enclosure(s)

PERMISSION FOR SURVEY

The undersigned, hereinafter called “**Owner**”, grants to Northern States Power Company, a Minnesota corporation, (“**NSP**”) and/or its affiliates, agents, employees, and contractors , access and permission to the real property (the “**Property**”) located in Stearns County, Minnesota described as:

Lots 1, 2, 5, 6 and 7, Block 1, FREEPORT INDUSTRIAL PARK PLAT FIVE, according to the plat and survey thereof, on file and of record in the office of the County Recorder, in and for Stearns County, Minnesota.

For the purpose of making all surveys and investigations considered necessary, with it being expressly understood that such permission is granted on the condition that any damage resulting from said access and permission shall be paid for or repaired by NSP.

Owner has granted this access and permission to the Property this _____ day of _____, 2017.

**OWNER
THE ECONOMIC DEVELOPMENT
CORPORATION IN AND FOR THE CITY
OF FREEPORT, MINNESOTA**

By: _____

Its: _____

OPTION FOR EASEMENT

KNOW BY THESE PRESENTS, that the undersigned, The Economic Development Corporation in and for the City of Freeport, Minnesota, hereinafter collectively called "Grantor", does hereby grant to Northern States Power Company, a Minnesota corporation, its successors and assigns, herein called "Grantee", the sole and exclusive option (the "Option") to purchase an easement, to be substantially in the form attached hereto as Exhibit A (the "Easement"), for the construction, operation, and maintenance of a proposed electric transmission line, together with all towers, structures, poles, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices (collectively referred to as the "Facilities") used or useful in the operation and maintenance of said Facilities through, over, under and across the following described lands situated in the County of Stearns, State of Minnesota, to wit:

Lots 1, 2, 5, 6 and 7, Block 1, FREEPORT INDUSTRIAL PARK PLAT FIVE, according to the plat and survey thereof, on file and of record in the office of the County Recorder, in and for Stearns County, Minnesota (the "Property").

In consideration for the Option granted herein, Grantee shall pay to Grantor the non-refundable sum of \$7,500 within fifteen (15) days of execution of this Option (the "Option Price"). The Option Price shall be non-refundable to NSP, except as otherwise provided herein.

The Option must be exercised by means of a written notice ("Notice") from Grantee issued on or before December 31, 2019 (the "Option Period") by (a) the mailing of said notice by certified mail, return receipt requested, addressed to Grantor or (b) by personal delivery of said notice to Grantor.

The Option Period may be extended by Grantee until March 31, 2020, upon payment of \$2,500.00 in cash or by check to Grantor on or before December 31, 2019, which shall be non-refundable to the Grantee, except as otherwise provided herein.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above-described Property and has the right to sell and convey an easement in the manner and form aforesaid. Grantor shall within 30 days after request by Grantee, furnish Grantee documents showing that Grantor has marketable title to the Property. If title to the above-described lands is not marketable and is not made so within 30 days from the date of Grantee's written objections, this Option, at Grantee's sole discretion, shall be void and all money previously paid by Grantee for the Option shall be refunded.

During the Option Period and prior to giving the Notice, Grantee, its employees, agents, contractors and representatives shall have the right and license to enter upon the Property for the purpose of doing all those things which Grantee deems necessary or desirable to study, survey, inspect, test and plan for Grantee's proposed use of the Property, including, but not limited to, soil borings, conducting a hazardous substances investigation and conducting a feasibility or similar study which may cover such subjects as soil conditions, geological tests, engineering reports, topographic studies, flood protection, environmental impact reports, zoning and planning regulations, and any other tests and studies which Grantee may elect to perform on the Property, all at the sole cost and expense of the Grantee. Grantee agrees to pay to Grantor and/or to the tenant in possession of the Property a settlement of direct damages to the Property and the crops growing thereon as such Property and crops are affected by Grantee's exercise of the foregoing rights, if at all.

If the Option is exercised, Grantee shall pay Grantor the following as consideration for the easement rights described herein and set forth in the Easement, and as set forth on the attached Easement Purchase Price Schedule.

Grantor and Grantee agree that Grantor will execute and deliver the Easement to Grantee either contemporaneously with the Option or upon Grantee's exercise of the Option.

If Grantor executes and delivers the Easement to Grantee contemporaneously with the execution and delivery of this Option, Grantor acknowledges and agrees that the Easement Area(s) shown to Grantor as of the date hereof are preliminary in nature and subject to change, in Grantee's discretion, during the Option Period. Grantor acknowledges and agrees that the Easement Purchase Price will be based on the Easement Area(s) as finally determined by Grantee. Grantee agrees to provide Grantor a copy of the Easement to be recorded, which reflects said final Easement Area(s), along with payment of the Easement Purchase Price. Grantor further acknowledges and agrees that said Easement will be effective and recordable upon Grantee's tender of payment as described herein and without further action on the part of Grantor.

If Grantor agrees to execute and deliver to Grantee the Easement upon Grantee's exercise of the Option and delivery of the Notice, Grantee acknowledges and agrees that the Easement Area(s) shown to Grantor as of the date hereof are preliminary in nature and subject to change, in Grantee's discretion, during the Option Period. Grantor acknowledges and agrees that the Easement Purchase Price will be based on the Easement Area(s) as finally determined by Grantee. Grantor agrees that any change to the Easement Area(s) shall not alter Grantor's obligations to execute and deliver the Easement to Grantee upon Grantee's delivery of the Notice and tender of the Easement Purchase Price. Grantee will deliver the Easement showing the Easement Area(s) as finally determined by Grantee with Grantee's delivery of the Notice if Grantee exercises the Option. Upon delivery of the Notice, Grantor shall promptly and properly execute, acknowledge, and deliver to Grantee the recordable easement, the same having been executed and acknowledged by all persons necessary to convey the Easement to Grantee. The Easement Purchase Price shall be promptly paid upon Grantor's delivery of the foregoing.

NSP shall be responsible for all costs of recording the Easement on the Property. NSP may, at its expense, record the Memorandum of Option Agreement for Easement executed contemporaneously herewith.

During the Option Period, Grantor shall have the right to mortgage, lease, or otherwise encumber the Property, but only if such mortgage, lease or encumbrance is subordinate to the rights of the Grantee under this Option Agreement.

If Grantor is unable to perform Grantor's obligations hereunder or defaults in the performance of those obligations, Grantee shall be entitled to all remedies available at law or in equity, including the right to obtain specific performance and/or monetary damages, and/or the right to rescind any exercise of the Option. Grantee shall be entitled to its reasonable costs and expenses, including attorney fees, in the event Grantee takes action to obtain any of the foregoing remedies because Grantor is unable or has failed to abide by any of the terms hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 20__.

**SIGNATURE PAGE TO
OPTION FOR EASEMENT**

**GRANTOR
THE ECONOMIC DEVELOPMENT
CORPORATION IN AND FOR THE CITY
OF FREEPORT, MINNESOTA**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, its _____ as an authorized agent for The Economic Development Corporation in and for the City of Freeport, Minnesota.

Notary Public, State of _____
My commission expires: _____

This Instrument was drafted by: SWL
Northern States Power Company d/b/a Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401

EXHIBIT A

EASEMENT

The undersigned The Economic Development Corporation in and for the City of Freeport, Minnesota hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Northern States Power Company, a Minnesota corporation, hereinafter called "Grantee," its successors and assigns, the right, privilege and easement to survey, construct, operate, maintain, rebuild, relocate, upgrade or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, devices and equipment appurtenant thereto (collectively referred to as "Facilities"); said Facilities being necessary for the purposes of conducting electric energy, light, and communication impulses, through, over, under and across the following described lands situated in the County of Stearns, State of Minnesota, to wit:

See **Exhibit A** (the "Premises").

Except for the rights of access, tree trimming, and to temporary construction area(s) granted herein upon the Premises, the easement granted herein shall be limited to that part of the Premises, more particularly described on Exhibit A as the "Easement Area."

Grantee shall have the right to enter upon the Premises to survey for and locate the Facilities, and construct, operate, maintain, relocate, or remove the Facilities, and also the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger the Facilities) or objects, except fences, which in the opinion of Grantee will interfere with said lines.

The grant of easement herein contained shall also include the right of Grantee to have reasonable access to said Easement Area across the Premises. The grant of easement herein contained shall also include the right of reasonable temporary use by Grantee of the Premises adjacent to said Easement Area from time to time during construction, repair or replacement of the Facilities, for additional construction area(s).

The Facilities and supporting structures from time to time may be reconstructed or relocated on said Easement Area with changed dimensions and to operate at different voltages.

Grantee shall have the right to install within the Easement Area additional equipment and facilities for the distribution of energy, light, and communication impulses. All Facilities installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor agrees to not erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees to not plant any trees within the Easement Area, and to not perform any act that will interfere with or endanger the Facilities.

Grantor reserves the right to cultivate, use and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor also reserves the right to dedicate and have or permit to be improved, maintained, graded and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's Facilities, provided that said Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric

Facilities. Grantor further agrees to not materially alter the existing ground elevations in a manner that could interfere with Grantee's construction, operation, maintenance, relocation, or removal of its Facilities; or to result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect. Grantor, its agents or assigns must submit plans of Improvements or other installations within the Easement Area for review and written determination of compatibility by Grantee prior to installation of the Improvements.

After installation of the Facilities or after the exercise of any of the rights granted herein, Grantee agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris and spoils resulting from the use of the Property and Easement Area. Grantee shall pay for all actual damages to crops directly caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to Grantee's nearest office.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to convey easements as set forth herein. The easements and covenants contained in this instrument shall run with and against the Premises. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of Minnesota.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 20__.

The remainder of this page is intentionally blank.

**SIGNATURE PAGE TO
EASEMENT**

**GRANTOR
THE ECONOMIC DEVELOPMENT
CORPORATION IN AND FOR THE CITY
OF FREEPORT, MINNESOTA**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, its _____ as an
authorized agent for The Economic Development Corporation in and for the City of Freeport, Minnesota.

Notary Public, State of _____
My commission expires: _____

This Instrument was drafted by: SWL
Northern States Power Company d/b/a Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401



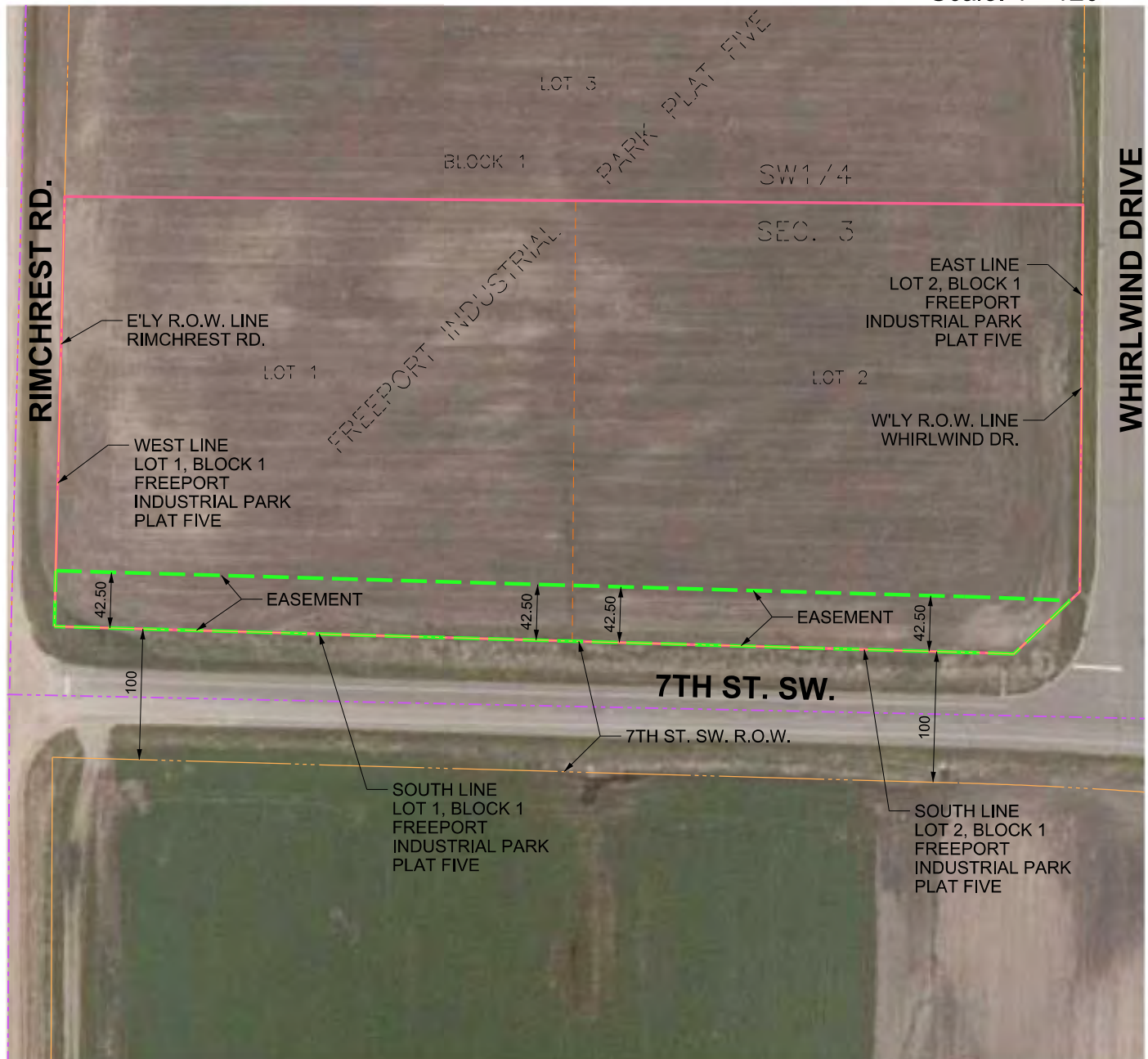
NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 2 SHEETS



Location: City of Freeport, Stearns County, Minnesota
Grantor: The Economic Development Authority

Scale: 1"=120'



2017-11-10 VIEW ONLY!

LINE: 0795
PARCEL: ECONOMIC DEVELOPMENT
SEC. 3, T.125N., R.32W., 5TH P.M.
CO.: STEARNS

SHEET 1 OF 2 AREAS:

CONTAINING 0.74 ACRES, MORE OR LESS



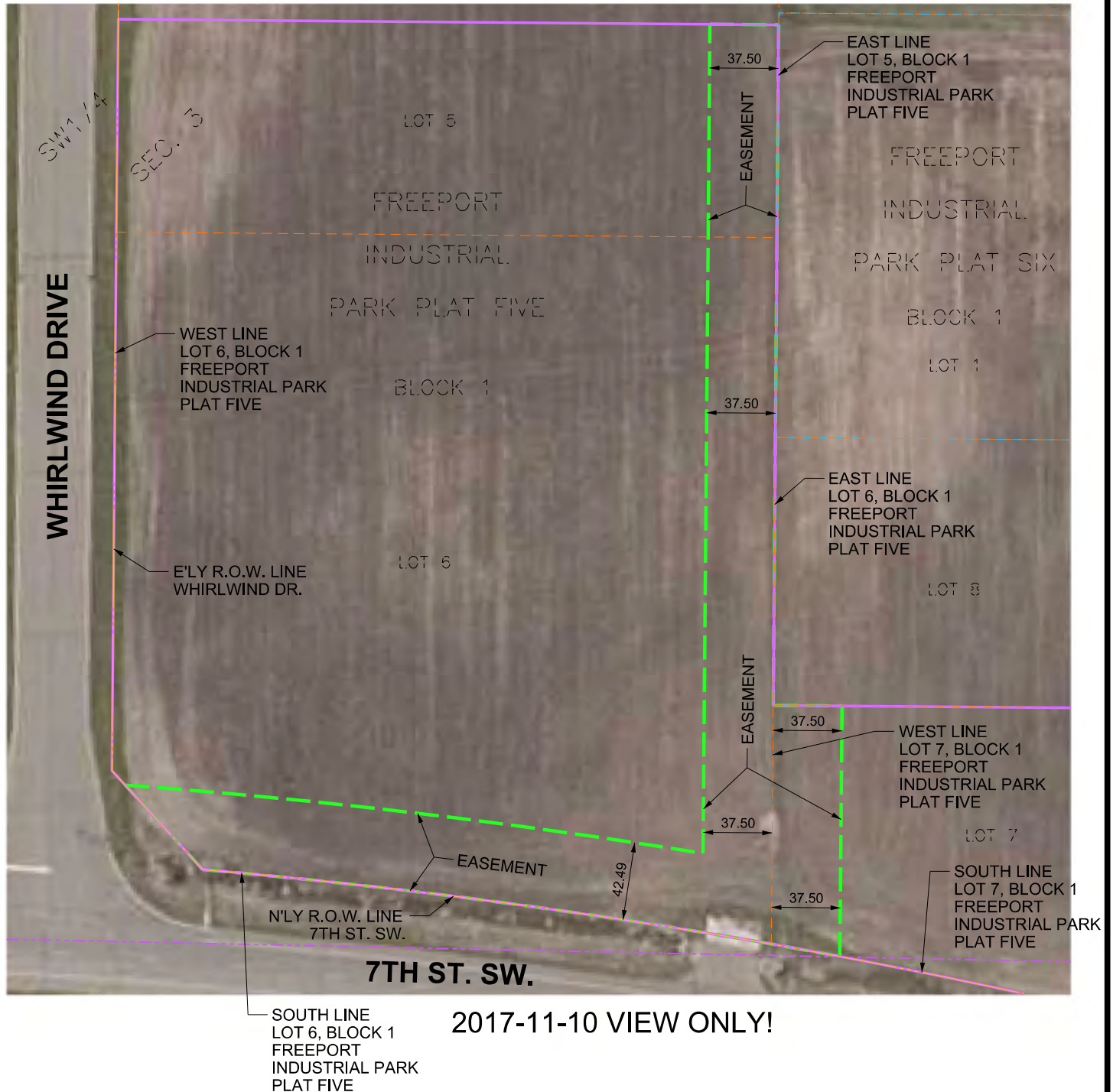
NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS



Location: City of Freeport, Stearns County, Minnesota
Grantor: The Economic Development Authority

Scale: 1"=80'



LINE: 0795
PARCEL: ECONOMIC DEVELOPMENT
SEC. 3, T.125N., R.32W., 5TH P.M.
CO.: STEARNS

SHEET 2 OF 2 AREAS:

CONTAINING 0.83 ACRES, MORE OR LESS

Easement Purchase Price Schedule to Option for Easement

Parcel: 03		Name: Freeport Economic Development Authority		
The Easement Areas to be acquired described below correspond with Exhibit A to the Easement and, as set forth in the Option, are preliminary and subject to change.	Compensation Per Square Foot	Square Feet (From Survey)	Percentage of Property Rights Acquired	Easement Payment
Easement Area	\$0.57	68,389	50%	\$19,490.87
	Signing Bonus Per Tax Parcel		Number of Tax Parcels	Signing Bonus
Option Signing Bonus	\$1,500.00		5	\$7,500.00
Total Compensation Amount				\$26,990.87

*This document shall not be recorded and shall not be admissible in any proceeding.

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

MEMORANDUM OF OPTION AGREEMENT FOR EASEMENT

Notice is given that The Economic Development Corporation in and for the City of Freeport, Minnesota ("Grantor") has given to Northern States Power Company, a Minnesota corporation ("Grantee"), the sole and exclusive option to purchase an easement for electric transmission facilities and related purposes across the real property (the "**Property**") located in Stearns County, Minnesota described as:

Lots 1, 2, 5, 6 and 7, Block 1, FREEPORT INDUSTRIAL PARK PLAT FIVE, according to the plat and survey thereof, on file and of record in the office of the County Recorder, in and for Stearns County, Minnesota.

pursuant to that certain Option Agreement for Easement dated of even date herewith (the "**Option Agreement**").

The Option Agreement contains all of the terms of the option and is included by reference as if fully set forth herein. The Option Agreement held by Grantee expires December 31, 2019, unless otherwise terminated or extended.

The parties have agreed to record this notice in the County Recorder's Office as notice of the Option Agreement, rather than recording the full length Option Agreement.

IN WITNESS WHEREOF, Grantor has executed this Memorandum of Option Agreement for Easement this _____ day of _____, 20____.

The remainder of this page is intentionally blank.

**SIGNATURE PAGE TO
MEMORANDUM OF OPTION AGREEMENT FOR EASEMENT**

**GRANTOR
THE ECONOMIC DEVELOPMENT
CORPORATION IN AND FOR THE CITY
OF FREEPORT, MINNESOTA**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, its _____ as an authorized agent for The Economic Development Corporation in and for the City of Freeport, Minnesota.

Notary Public, State of _____
My commission expires: _____

This Instrument was drafted by: SWL
Northern States Power Company d/b/a Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

EASEMENT

The undersigned The Economic Development Corporation in and for the City of Freeport, Minnesota hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Northern States Power Company, a Minnesota corporation, hereinafter called "Grantee," its successors and assigns, the right, privilege and easement to survey, construct, operate, maintain, rebuild, relocate, upgrade or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, devices and equipment appurtenant thereto (collectively referred to as "Facilities"); said Facilities being necessary for the purposes of conducting electric energy, light, and communication impulses, through, over, under and across the following described lands situated in the County of Stearns, State of Minnesota, to wit:

See **Exhibit A** (the "Premises").

Except for the rights of access, tree trimming, and to temporary construction area(s) granted herein upon the Premises, the easement granted herein shall be limited to that part of the Premises, more particularly described on Exhibit A as the "Easement Area."

Grantee shall have the right to enter upon the Premises to survey for and locate the Facilities, and construct, operate, maintain, relocate, or remove the Facilities, and also the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger the Facilities) or objects, except fences, which in the opinion of Grantee will interfere with said lines.

The grant of easement herein contained shall also include the right of Grantee to have reasonable access to said Easement Area across the Premises. The grant of easement herein contained shall also include the right of reasonable temporary use by Grantee of the Premises adjacent to said Easement Area from time to time during construction, repair or replacement of the Facilities, for additional construction area(s).

The Facilities and supporting structures from time to time may be reconstructed or relocated on said Easement Area with changed dimensions and to operate at different voltages.

Grantee shall have the right to install within the Easement Area additional equipment and facilities for the distribution of energy, light, and communication impulses. All Facilities installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor agrees to not erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees to not plant any trees within the Easement Area, and to not perform any act that will interfere with or endanger the Facilities.

Grantor reserves the right to cultivate, use and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor also reserves the right to dedicate and have or permit to be improved, maintained, graded and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's Facilities, provided that said Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric Facilities. Grantor further agrees to not materially alter the existing ground elevations in a manner that could interfere with Grantee's construction, operation, maintenance, relocation, or removal of its Facilities; or to result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect. Grantor, its agents or assigns must submit plans of Improvements or other installations within the Easement Area for review and written determination of compatibility by Grantee prior to installation of the Improvements.

After installation of the Facilities or after the exercise of any of the rights granted herein, Grantee agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris and spoils resulting from the use of the Property and Easement Area. Grantee shall pay for all actual damages to crops directly caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to Grantee's nearest office.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to convey easements as set forth herein. The easements and covenants contained in this instrument shall run with and against the Premises. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of Minnesota.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 20__.

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