

BIG LAKE FIRE JOINT POWERS AGREEMENT

THIS AGREEMENT (“Agreement”), entered into by and between the **CITY OF BIG LAKE**, a Minnesota municipal corporation (“City”), and the **TOWN OF BIG LAKE**, a TOWN exercising Urban Town Powers (M.S. 368.01) (“Town”) (Collectively, the Town and the City are herein referred to occasionally as a “Party” or together as the “Parties.”).

RECITALS

WHEREAS, the Parties hereto are authorized by law to provide fire protection services to their residents; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units by agreement of their governing bodies jointly and/or cooperatively to exercise any power common to the contracting parties and to provide for a joint board representing the Parties to the agreement; and

WHEREAS, the Parties have previously entered in to a Joint Fire Protection Agreement, dated July 14, 1999, and an Amendment to Joint Fire Protection Agreement dated January 11, 2012, outlining the shared responsibilities of the Parties with respect to fire protection services provided by the Big Lake Volunteer Fire Department;

WHEREAS, the adoption of this Agreement has been authorized by the governing body of each party; and

WHEREAS, the Parties hereto desire to enter into a new joint powers agreement for the purpose of creating and implementing a joint powers entity to provide fire protection and emergency medical services to both Parties.

NOW, THEREFORE, the Parties, in consideration of the following provisions and covenants, do hereby agree as follows:

SECTION 1 ORGANIZATION

1.1 **Establishment.** There is hereby established by the execution of this Agreement the “Big Lake Fire Department” (hereinafter referred to as the “Department”) to be managed and operated pursuant to the terms of this Agreement.

1.2 **Governance.** The governing body of the Department shall be the “Big Lake Fire Department Board” (hereinafter referred to as the “Board”). The Board shall consist of the following members:

- a.) **Voting Members:** The governing body of each Party shall appoint two (2) “Voting Members,” at least one (1) of whom shall be an elected official of the governing body. No employee of the Department or any police department serving the Parties may serve on the Board as a Voting Member.
- b.) **Ex-Officio (non-voting) Members:** One (1) manager, administrator, or staff member of each Party shall serve on the Board as a non-voting Ex-Officio Member.
- c.) **Alternate Members:** The governing body of each Party shall name one (1) elected official of its governing body to serve as an Alternate Member in case of absence of the Voting or Ex-Officio Member. The Alternate Member shall have the authority to vote in place of (but not in addition to) the Voting Member. The Alternate Member shall not participate as a Board Member except in the absence of the council member or the Ex-Officio Member.
- d.) **Board Procedures:** The Board shall elect from among its Voting Members, a Chair and a Vice-Chair. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer at any meetings not attended by the Chair. The Board shall have authority to adopt by-laws establishing its own procedures.

1.3 **Compensation.** Board members shall serve without compensation from the Department, but nothing herein shall be construed to prevent a Party from compensating its members for service on the Board to the extent such compensation is otherwise authorized by law.

1.4 **Board Quorum.** A majority of voting Board members shall constitute a quorum for the purpose of meeting, however for a vote to pass requires a majority of the overall board (3 votes) as set forth in 1.6 below.

1.5 **Meetings.** The Board shall hold regular meetings at least once each calendar quarter. The Board may also, from time to time, hold special meetings and emergency meetings. All meetings of the Board are governed by the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

1.6 **Voting.** Each Voting Member shall have an equal vote. The Board may take action on any issue by majority vote of all Voting Members (at least 3 votes). Voting by proxy is not allowed.

1.7 **Department Office.** The address of the Department's Office shall be PO Box 75 Big Lake, MN 55309.

1.8 **Fiscal Agent.** The Town shall act as the initial fiscal agent for the Department. The Board may change the fiscal agent as it deems necessary from time to time. The Department shall indemnify and hold the fiscal agent harmless from any claims, causes of action, or liability arising out of actions it takes in performing duties under this section except for claims, causes of action or liability arising out of the negligent or intentional acts of the fiscal agent in performing its duties under this paragraph.

1.9 **Human Resources and Administration.** The City shall perform Human Resources and other Administrative duties of the Fire Department. The Town shall perform clerical duties, for the Fire Department.

SECTION 2 GENERAL POWERS OF THE BOARD

2.1 **Powers.** The Board shall have and is hereby given all powers, duties and functions enumerated in this Agreement and provided by law, and all such further powers necessary to carry out the intent and purpose of the Department with respect to operation of the Department heretofore set forth, including but not limited to the following:

- a) To employ and determine the terms of employment of fire protection, administrative, and other personnel, accountants, consultants, engineers, legal counsel, and other qualified personnel, except as provided in this Agreement.
- b) To cause reports, plans, studies, and recommendations to be prepared.
- c) To purchase capital equipment and implement, for the purposes of the Department, not to exceed \$10,000 as noted in 4.4.
- d) To lease or purchase equipment and supplies necessary for the proper operation, care, maintenance, and preservation of Department facilities and equipment. This includes the lease of capital equipment, not to exceed \$10,000 as noted in 4.4.
- e) To adopt Department bylaws, rules and regulations for the operation, maintenance and use of Department fire protection services, equipment, and facilities.
- f) To enter into mutual aid agreements with other organizations with similar purposes.
- g) To establish a yearly operating budget and a five (5) year Capital Improvement Plan (CIP), for Department services.

- h) To act as agent for receipt, custody, and disbursement of funds, gifts, or other funds paid or given by the Parties on behalf of or for the use of the Department.
- i) To promulgate, establish, and adopt suitable bylaws governing operations of the Board.
- j) To contract to provide fire protection and medical response services.

2.2 **Disbursements.** The fiscal agent shall have authority to approve and pay budgeted expenditures during the fiscal agent's regular meetings. Non-budgeted expenditures must be approved by the Board. A list of claims shall be provided to each member of the Board on a quarterly basis.

Except as otherwise provided, all disbursements of the Department shall be approved by the Board and co-signed by the three officials of the fiscal agent. The Board shall, by resolution, on an annual basis grant check signing authority to the officials of the fiscal agent.

SECTION 3 SERVICES

3.1 **Scope.** The Department shall provide fire protection and emergency medical services within the boundaries of its Primary Service Area (PSA) as defined by the State of Minnesota.

3.2 **Allocation of Resources.** The Parties recognize the possibility that occasions will arise on which demand for the services outlined in this Agreement will exceed the resources available for provision of such services. In such circumstances, Department officials shall use their best judgment to prioritize the delivery of services. The Parties hereby agree that Department shall have complete and definitive discretion in prioritizing the delivery of services pursuant to this Agreement.

SECTION 4 FIRE EQUIPMENT, LAND, BUILDINGS, AND FUNDS

4.1 **Existing Equipment and Personal Property.** All equipment and personal property jointly purchased and owned by the Parties pursuant to the Joint Fire Protection Agreement, dated July 14, 1999, and the Amendment to Joint Fire Protection Agreement dated January 11, 2012, included on the attached Schedule A ("Equipment") will continue to be jointly owned by the City and Town and leased to the Fire Department at the rate of \$1 per year, in perpetuity.

4.2 **Existing Land and Building.** The Fire Station used by the Big Lake Fire Department prior to this Agreement shall, beginning on January 1, 2018, become the initial Fire Station for the Department. The existing Fire Station property and equipment, legally described on the attached Exhibit A ("Land), Exhibit B ("Buildings") will continue to be jointly owned by the City and Town and shall be leased to the Department at the rate of \$1 per year, in perpetuity. The Buildings and the Equipment shall, together, be referred to as the "Jointly Owned Property."

4.3 **Existing Funds.** The balance of funds remaining in the City and Town Fire Department Donation Fund, shall be transferred to the Department on January 1, 2018.

4.4 **Purchase of Equipment and Personal Property and Services.** Purchase of equipment and personal property, as well as maintenance of equipment and property, for the Department, must be done in accordance with a capital equipment plan. The capital equipment plan must include all purchases whose costs are anticipated to exceed \$10,000 for budgeted items or \$1,000 for unbudgeted items, must have Board approval. The Chief has the authority to spend up to \$2,500 for emergency purposes, without prior Board approval. Purchasing will comply with all statutes and regulations of the Town, City, State and Federal government.

SECTION 5 PERSONNEL AND ADMINISTRATION

5.1 **Fire Chief/Department Administrator.** The Fire Chief/Department Administrator shall be responsible to the Board for the efficient and economical operation of the Department; the hiring, termination, supervision, discipline and the direction of Department personnel; the establishment of rules of conduct for those personnel; and carrying out the policies and procedures adopted by the Board. Any modifications to plans, policies and procedures shall be recommended to the Board and will only be in effect after adoption is made by the Board. The Fire Chief/Department Administrator is appointed by the Board and serves at the pleasure of the Board.

The Fire Chief/Department Administrator shall be chosen by the Board solely on the basis of training, experience, administrative, and other qualifications. The Fire Chief/Department Administrator shall be appointed for an indefinite period of time, performance will be reviewed annually, re-appointment will occur annually. Fire Chief/Department Administrator and may be removed by the Board at any time.

The individual serving as Fire Chief of the Big Lake Fire Department on January 1, 2018, is hereby appointed as the Fire Chief/Department Administrator.

5.2 **Department Positions.** The Board may, from time to time, establish, eliminate or reconstitute other employee positions as it deems to be appropriate.

5.3 **Training.** The Department shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.

5.4 **Employees.** On January 1, 2018, the personnel of the Big Lake Fire Department become the employees of the Department. If it has not done so prior to January 1, 2018, the Department must promptly thereafter adopt rules and regulations governing the operation, management, departmental structure, personnel administration and other similar matters related to the Department and its personnel and operation. Until such rules and regulations have been adopted, the rules, regulations and ordinances of the Party where the personnel were previously employed apply to the personnel of the Department.

The Department shall hold the Parties harmless and shall defend and indemnify the Parties for any claims, suits, demands or causes of action for any damages or injuries asserted against the Parties based on allegations of wrongful, tortious or illegal conduct on the part of the

personnel of the Big Lake Fire Department or the Department.

5.5 **Compensation of Employees.** The compensation of the employees of the Department shall be set by the Board.

5.6 **Continuation of Prior Policies, Plans, and Procedures.** All Big Lake Fire Department compensation, policies, plans, procedures, and by-laws not superseded by this Agreement shall remain in effect until changed by the Board. The terms and provisions of this Agreement shall supersede any conflicting policies, plans, procedures, and by-laws in place at the time of the effective date of this Agreement.

SECTION 6 FUNDING

6.1 **Member Contributions.** The City and Town shall each contribute Fifty Percent (50%) of the total operating budget (capital and operating expenses) to the Department.

6.2 **Quarterly Payment.** The Department shall bill each of the Parties at the end of each calendar quarter. Payments are due within thirty (30) days of billing.

6.3 **Initial Funding.** To ensure the Department's ability to pay its bills, each Party shall contribute twelve and one-half percent (12.5%) of the current annual operating budget as the initial funding of the Department.

SECTION 7 BUDGET

7.1 **Approval of Department Operating Budget.** The Department shall submit a proposed budget to the Parties by July 15. The annual Department operating budget must be approved by an affirmative vote of the majority of each Party's governing body. The Parties' governing bodies shall vote on the proposed budget by September 15.

7.2 **Budget Disputes.** If any dispute arises concerning approval of the Department operating budget, the Parties and the Department shall hold a joint meeting or series of joint meetings in September and October. In the event the Parties and the Department are unable to resolve the dispute following said meeting(s), the parties and the Department will submit the dispute to the Board to the Minnesota Bureau of Mediation Service for mediation and binding arbitration.

7.3 **Base Budget.** If the Parties are unable to agree on the proposed budget, and an arbitration decision has not been issued prior to the commencement of the succeeding calendar year, then the prior year budget shall be used, at the commencement of the succeeding calendar year. The arbitrator's final decision shall be implemented as per the ruling.

7.4 **Budget Reports.** Beginning January 1, 2018, the Department agrees to submit to each of the Parties a quarterly budget report. Furthermore, the Department agrees to submit to each of the Parties a copy of the Department's annual financial report no later than June 15 of each year.

SECTION 8 INSURANCE AND LIABILITY

8.1 **Insurance.** The Department shall maintain general liability insurance for its services, in an amount equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. The Department shall also maintain inland marine, automobile, and property insurance coverages. The Department shall also maintain workers' compensation coverage as required by law. All insurance policies shall be issued to the Department and shall name as additional insured the City, its officers, and employees, and the Town, its officers, and employees.

8.2 **Limitation of Liability.** The Department shall hold its Board Members (Voting, Alternate, and Ex Officio), the Parties, their City Council Members, Town Board Members, employees, and other agents harmless and will defend and indemnify the Board Members (Voting, Alternate, and Ex Officio), Parties, their City Council Members, Town Board Members, employees, and agents for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by employees, officers, or agents of the Department. The Department's duty to indemnify will be limited to its applicable insurance coverage. The Department shall hold the Parties harmless, individually and collectively, and will defend and indemnify the Parties for any claims, suits, demands or causes of action for any damages or injuries, arising prior to the establishment of the Department, based on allegations of negligence or omissions by employees, officers, or agents of any of the Parties arising out of the provision of fire protection services (or the failure to provide such services) including, but not limited to, fire prevention, fire fighting, and rescue and medical response services. Under no circumstances, however, shall the Department be required to pay on behalf of itself and/or either Party, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for either or both Parties and the Department may not be added together to determine the maximum amount of liability. The intent of this subdivision is to impose on the Department a limited duty to defend and indemnify the Parties for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466.

SECTION 9 DISPUTE RESOLUTION

9.1 **Dispute Resolution Process.** When any Party believes that there is a misrepresentation or a violation of the specific terms and conditions of this Agreement, that Party may initiate the dispute resolution process by submitting to the Board and each Party a written statement outlining the dispute or disagreement. This written statement of dispute shall be reviewed at the Board's next scheduled meeting. The Board will then have a two (2) month period to resolve the dispute as to interpretation or application of the terms of this Agreement. If the dispute is not resolved within the two (2) month period, the dispute shall be forwarded by the Board to the Minnesota Bureau of Mediation Service for mediation and binding arbitration. The Board may also independently call for dispute resolution of any issue, by majority vote of its Voting Members.

SECTION 10 DURATION AND DISSOLUTION OF DEPARTMENT

10.1 **Duration.** Unless dissolved pursuant to this Agreement, the duration of the Department shall be perpetual.

10.2 **Dissolution.** Either Party may terminate this Agreement and dissolve the Department upon one (1) years' written notice to the other Party. The Department may be dissolved immediately upon the affirmative vote of a majority of the governing bodies of both Parties.

10.3 **Distribution of Assets Upon Dissolution.** Upon dissolution, ownership of the Jointly Owned Property shall be negotiated between the parties. All other assets of the Department shall be liquidated according to State law. All cash from the liquidation of assets shall be distributed to the Parties with Fifty Percent (50%) going to each Party.

SECTION 11 MISCELLANEOUS TERMS

11.1 **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one and the same agreement and instrument, binding on all of the Parties hereto.

11.2 **Amendment.** This Agreement may be amended at any time by the mutual agreement of the Parties. Any such amendment shall be in writing and will be attached to this Agreement.

11.3 **Notices.** All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by either Party pursuant to this Agreement shall be in writing and sent to the other party at the following addresses:

To City: City of Big Lake
 160 Lake Street North
 Big Lake, MN 55309

To Town: Town of Big Lake
 PO Box 75
 Big Lake, MN 55309

11.4 **Entire Agreement.** Except as otherwise provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

11.5 **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

11.6 **Construction.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Minnesota.

11.7 **Subcontracting & Assignment.** The Department shall not subcontract or assign any portion rights or responsibilities under this contract without prior written permission from the Parties.

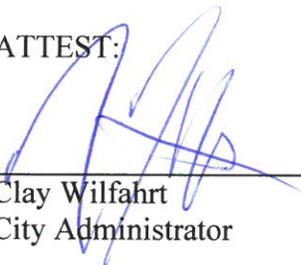
11.8 **Termination of Prior Agreements.** The Joint Fire Protection Agreement, dated July 14, 1999, and the Amendment to Joint Fire Protection Agreement dated January 11, 2012, are hereby terminated.

11.9 **Effective Date.** This Agreement is effective as January 1, 2018.

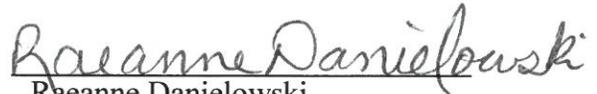
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

CITY OF BIG LAKE

ATTEST:



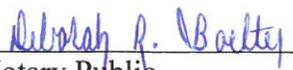
Clay Wilfahrt
City Administrator



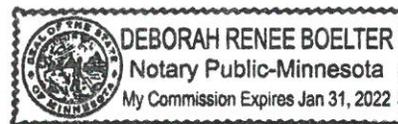
Raeanne Danielowski
Mayor

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 13th day of December, 2017, by Raeanne Danielowski and by Clay Wilfahrt, respectively the Mayor and City Administrator of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



Notary Public



TOWN OF BIG LAKE

ATTEST:

Brenda Kimberly-Maas
Brenda Kimberly-Maas
Town Clerk

Robert Hofer
Robert Hofer
Town Chairperson

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

On this 13 day of December, 2017, before me, a Notary Public, within and for said County, personally appeared Bob Hofer and Brenda Kimberly-Maas to me personally known, being each duly sworn, did say that they are respectfully the Chairman of the Board and Town Clerk, of the Town of Big Lake, the municipal Township named in the foregoing instrument, was signed and sealed on behalf of said Township authority of its Town Board and they acknowledged said instrument to be the free act and deed of said municipal Township.

Kenneth O Warneke
Notary Public



DRAFTED BY:
Campbell, Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

SCHEDULE A "Equipment"

		CITY OF BIG LAKE FIXED ASSET - FIRE DEPT		12/08/17 9:39 AM Page 1						
Category Descr	Description	Prog Descr	Life	Acquired Date	Total Price	Year	Manufacturer	Model	Serial	
Category B										
Buildings	2007 Fire Hall Building Expansion	Fire	30	12/31/07	\$982,759.16	2005				
Buildings	Fire Hall	Fire	30	01/01/92	\$311,504.59	2005				
					\$1,294,263.75					
Category CE										
Compute	Thermal Imaging Camera	Fire	10	01/01/98	\$8,000.00	2005				
Compute	Thermal Imaging Camera	Fire	10	01/01/05	\$10,000.00	2005				
Compute	FIRE DEPT THERMAL IMAGING CAMERA	Fire	5	06/01/14	\$5,437.50	2014	NFPA	ISG X380	1613	
					\$23,437.50					
Category FV										
Fire Vehi	2004 CHEV TAHOE - TRANSFER FROM PD 4/2013	Fire	5	04/15/04	\$27,544.92	2004	CHEVROLET	TAHOE	1GNEK13ZX4J261241	
Fire Vehi	2003 PIERCE LADDER TRUCK	Fire	10	02/14/03	\$247,297.98	2003	PIERCE	LADDER TRUCK	4P1CT02E63A002936	
Fire Vehi	2002 FORD F350 - GRASS RIG	Fire	10	09/15/01	\$11,578.00	2001	FOD	F350	1GYDG31D32R550602	
Fire Vehi	2001 FORD F350 GRASS FIRE W/EQUIP	Fire	10	01/01/00	\$21,922.50	2000	FORD	F350	1FTSF31S11EA93155	
Fire Vehi	2005 Ford F350	Fire	5	07/31/08	\$25,059.88	2008	FORD	F350	1FTWW31P45EB26454	
Fire Vehi	2006 TANKER - FIRE	Fire	10	10/24/06	\$102,437.00	2006	INFINITY	TANKER	2NPLL29X96M6S1687	
Fire Vehi	2009 PIERCE PUMPER	Fire	10	01/01/09	\$240,492.50	2009	PIERCE	ARROW XT	4P1CA01E99A009900	
Fire Vehi	1989 GMC TANKER TRK W/EQUIP	Fire	10	01/01/89	\$43,500.00	1989	GMC	TC 7D042	1GDP7D1E9KV505340	
Fire Vehi	2012 Polaris Ranger 800	Fire	5	05/16/12	\$7,155.94	2012	Polaris	Ranger 800	R12TH76AR	
Fire Vehi	1936 ANTIQUE FIRE TRUCK W/EQUIP	Fire	10	01/01/90	\$5,000.00	1990	CHEVROLET		21RD05	
Fire Vehi	1996 FREIGHTLINER FIRE TRUCK W/EQUIP	Fire	10	01/01/96	\$139,394.50	1996	FREIGHTLINER	TRUCK	1FV64LCB7TH858520	
Fire Vehi	2000 FREIGHTLINER TANKER W/EQUIP	Fire	10	01/01/00	\$50,447.00	2000	FREIGHTLINER	FL90	1FVABXBS41HG67136	
Fire Vehi	1999 FREIGHTLINER RESCUE TRK W/EQUIP	Fire	10	01/01/99	\$97,250.00	1998	FREIGHTLINER	FL70	1FV6HLCB9XHA72214	
					\$1,019,080.22					
Category HE										
Heavy E	Fill Station	Fire	10	08/24/07	\$10,662.16	2005	CFSII 3S/DF TM/C	5H E-3		
Heavy E	Generator upgrades	Fire	10	03/29/10	\$21,855.00	2010				
Heavy E	Air Compressor	Fire	10	08/24/07	\$12,553.27	2005	MVT	5H E-3		
Heavy E	HazMat Trailer	Fire	10	01/01/04	\$8,000.00	2005				
Heavy E	Spreader - Amkus Tools	Fire	10	02/17/04	\$2,695.00	2005	Amkus			
Heavy E	Air Packs for Ladder Trucks	Fire	10	11/24/03	\$7,178.56	2005				
Heavy E	Skid Unit	Fire	10	06/30/01	\$5,169.90	2005				

		CITY OF BIG LAKE FIXED ASSET - FIRE DEPT		12/08/17 9:39 AM Page 2						
Category Descr	Description	Prog Descr	Life	Acquired Date	Total Price	Year	Manufacturer	Model	Serial	
Heavy E	Skid Unit	Fire	10	09/11/09	\$9,300.00	2005	Vigilant Brush			
					\$77,413.89					
Category INS										
Insuranc	EXTRICATION EQUIPMENT - SPREADER,CUTTER,	Fire	0	07/25/13	\$0.00	2013	GENESIS	SEVERAL ITEM		
Insuranc	2013 POLARIS SNOWMOBILE - TOWNSHIP & CIT	Fire	0	10/25/13	\$0.00	2013	POLARIS	6001QLXT	5N1PTGHS4DC768399	
Insuranc	2004 ROAD MASTER TRAILER	Fire	0	02/24/04	\$0.00	2004	ROAD MASTER	TRAILER	5DT211E2841013844	
Insuranc	1993 K-BAR TRAILER	Fire	0	01/01/93	\$0.00	1993	K-BAR	UT-88	4K1KT4C12PK001976	
					\$0.00					
Category L										
Land	Fire Hall Add'l Land Purchase	Fire	0	07/10/06	\$55,492.47	2005				
Land	Lot 5/Block 6 Knick Knack Knoll - Fire sub-station	Fire	0	07/27/12	\$38,608.68	2013				
					\$94,101.15					
					\$2,508,296.51					

EXHIBIT A
“Land”

BIG LAKE FIRE HALL PROPERTY

Parcel Identification No. 10-120-2403

Address: 20243 County Road 43 NW, Big Lake, MN

Section 20, Township 33, Range 27, Sherburne County, Minnesota

Fire Department Property Legal Description:

Exempt the North 376.00 feet of the West 606.66 feet of the Southeast Quarter of the Northwest Quarter, and That part of the North 376.00 feet of the Southeast Quarter of the Northwest Quarter which lies East of the East line of the West 606.66 feet of said Southeast Quarter of the Northwest Quarter and South of the South line of TRIPLE OAKS SECOND ADDITION, according to the recorded plat thereof.

EXHIBIT B "Buildings"

Property Map of Big Lake Fire Parcel (from 2006 Administrative Subdivision Map):

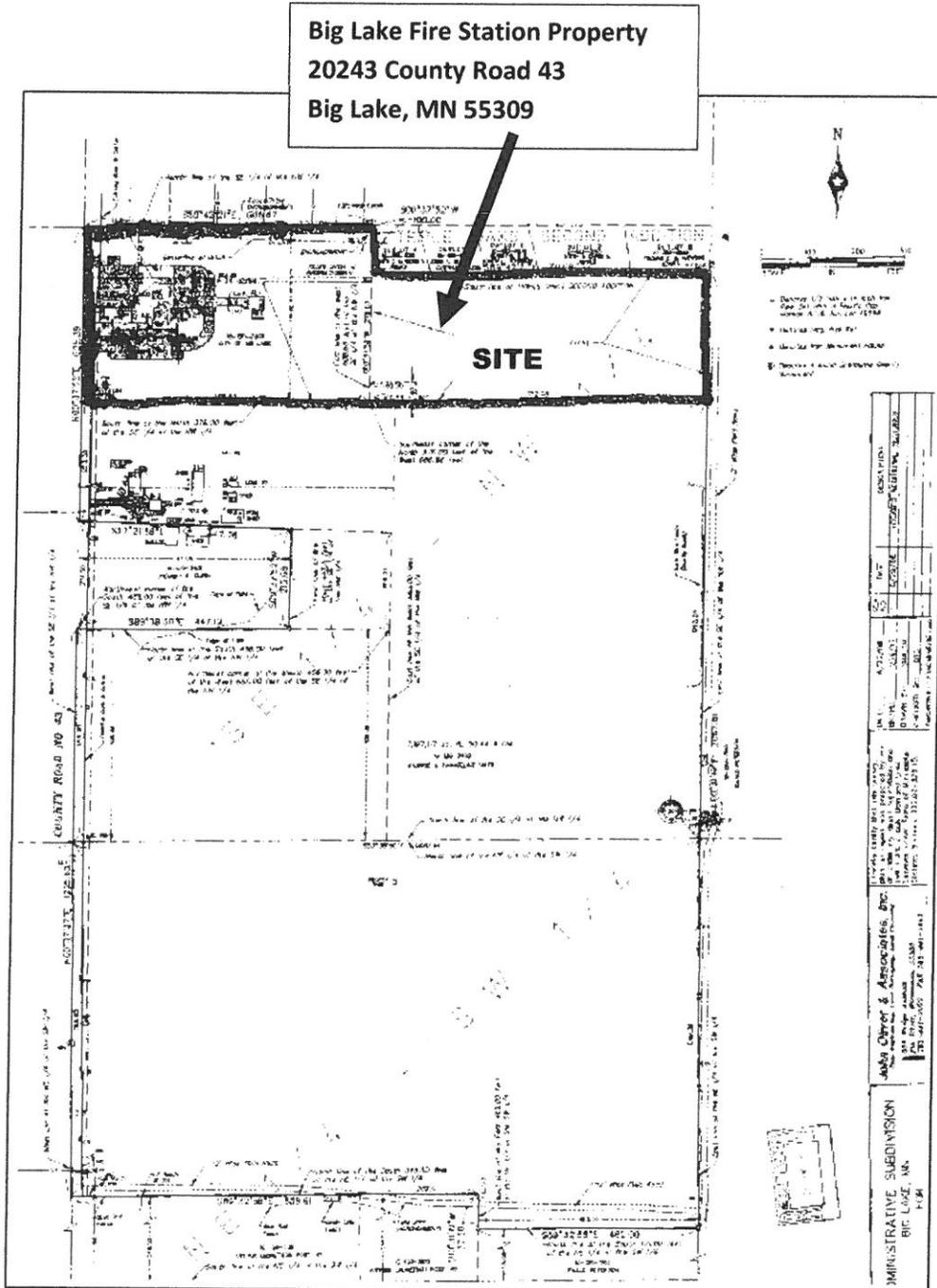


EXHIBIT B (Continued)
“Buildings”

Site Map from Sherburne County BEACON site
20243 COUNTY ROAD 43 NW, BIG LAKE, MN 55309
PID # 10-120-2403

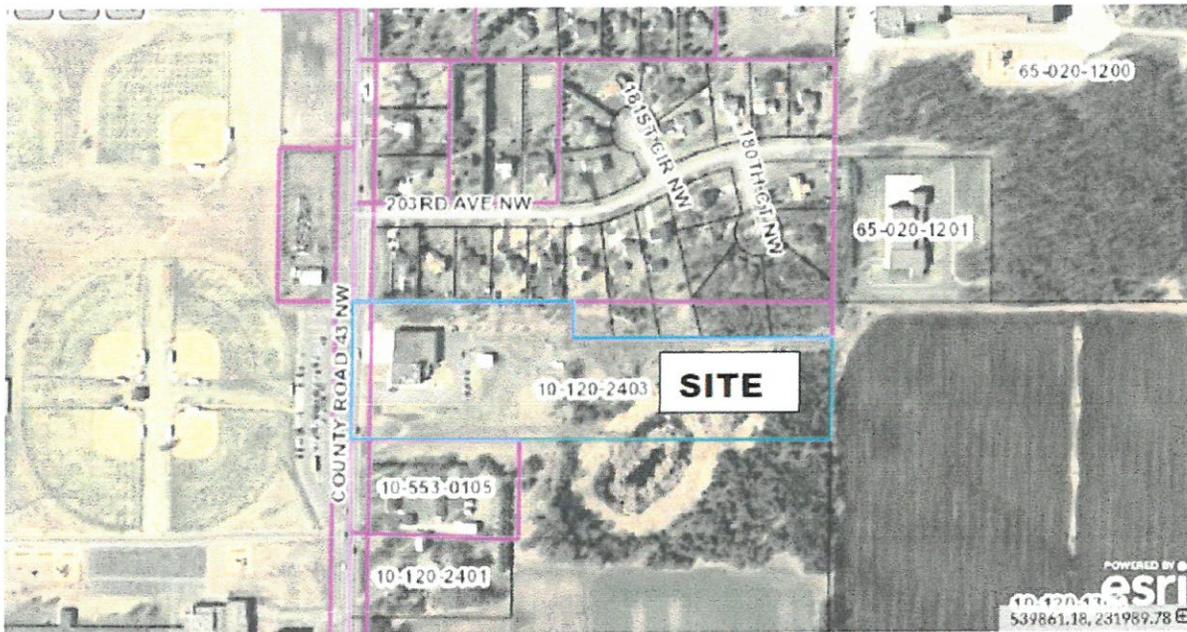


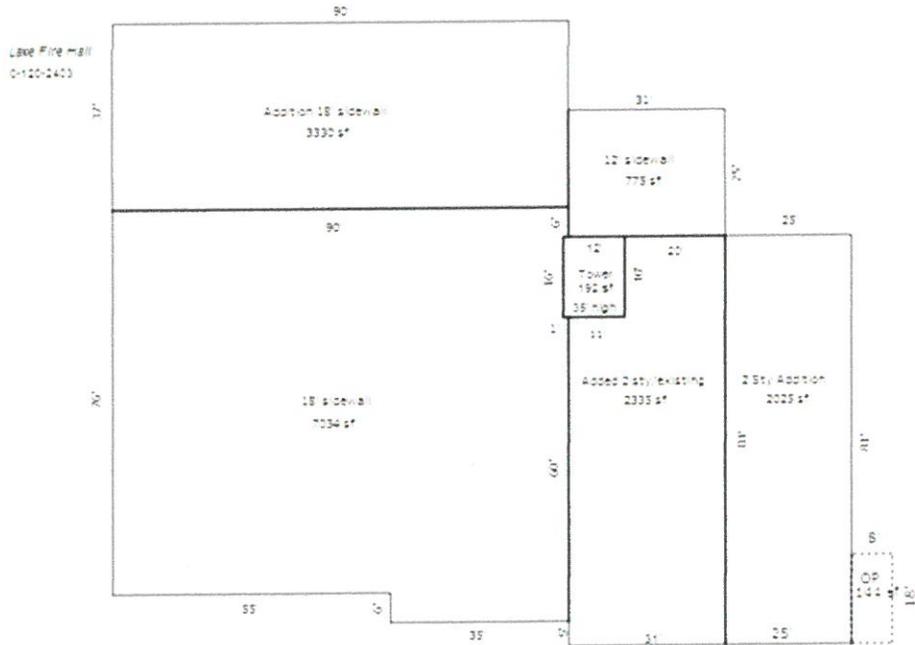
EXHIBIT B (Continued)
“Buildings”

Structures located at 20243 COUNTY ROAD 43 NW, BIG LAKE, MN 55309
PID # 10-120-2403

10-120-2403



10-120-2403



Sketch by Apex Sketch