

L03880009 *Berg, Wm*
~~Habighorst, Paul~~
McGovern, Bradky



St. Louis County Land and Minerals Department

Robert L. Krepps Land and Minerals Director

www.stlouiscountymn.gov
landdept@stlouiscountymn.gov

6/28/2012

Primary Lessee:

WILLIAM BERG
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW, MN 55779

RE: Shoreland Lease L03880009

Inspection Date: 6/12/2012

Dear Lease Holder:

The above property was inspected on the date shown, by St. Louis County, Land Department personnel, and was found to be without violations according to your lease agreement. We want to thank you for keeping your lease in accordance with County regulations. Please feel free to call the number listed above with any questions regarding your lease.

Thank you,

Barb Samarin for
Andrew Holak
Andrew Holak
Recreation Specialist

C: LCO, AO, FO

Land Commissioner's Office
320 W 2nd Street, GSC 607
Duluth, MN 55802
(218) 726-2606
Fax: (218) 726-2600

✓
Pike Lake Area Office
5713 Old Miller Trunk Hwy
Duluth, MN 55811
(218) 625-3700
Fax: (218) 625-3733

Virginia Area Office
7820 Highway 135
Virginia, MN 55792
(218) 742-9898
Fax: (218) 742-9870

"Trust Lands, Managed For The People Of This County"

Individual Lease Summary:

Lease Number: L03880009

Thu. Jun 28, 2012

NE 1/4 NE 1/4 S S: 13 T: 54 R: 16

WILLIAM BERG
239 JAY COOKE RD
ESKO MN 55733
218-879-7318

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW MN 55779
218-729-9004

Area: Pike Lake Management Unit 5 Appr. Value: 8500 Renewal Cost: 373.76

Square Feet: 736 Transferable: Transferable Reason:

Property Access: Lease accessible by 1/2 mile rough clay woods road, drivable by 4 x 4 when dry. Cabin is visible from Elde road as well as the other lease on this swamp lake.

Lease Comments: UTM: 551245 5223896. Cabin is located only about 50 feet from high water mark but cat tails extend out much further. Cabin setback should have been more but leasee did not know this when cabin was constructed.

Well Type: Septic Type: Commercial Elec. Telephone

Recommended_Fee: Fee Calc Method:

Any non-compliance issues? Last_Inspection: 6/12/2012 Next_Inspection: 6/1/2014

Shoreland Lease Information:

Site# 2

LAKE_RIVER: LITTLE LONG LAKE
SITE_VALUE: 27

SITE_ACRES: 0
LKCLS_CODE: NE

SITE_FEET: 320
DATE_UPDT: 12/28/1993

Type: Toilet Details of Type: Painted a tan color with brown trim. Siding is hardboard.
Paint/Color: Tan

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 8 X 6 Square Feet of Building: 48 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Sauna Details of Type: Siding is hardboard. Painted tan with brown trim. Door is weathered. Roof is steel and folds down at the end into the ground as a side. Another side is half plywood. One side is open.
Paint/Color: Tan

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 8 X 16 Square Feet of Building: 128 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Cabin Details of Type: Siding in hardboard painted tan with brown trim. 44' to dug channel to lake.
Paint/Color: Tan

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 44
Size (nearest .5 ft): 20 X 28 Square Feet of Building: 560 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):



Saint Louis County

Land Department, 320 West 2nd Street, Room 607, Gov't. Serv. Cntr., Duluth, MN 55802
Phone: (218) 726-2606, Fax: (218) 726-2600

Robert L. Krepps
Land Commissioner

Mark E. Reed
Deputy Land Commissioner

Thursday, July 21, 2011

Primary Lessee:

WILLIAM BERG
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW, MN 55779

RE: Shoreland Lease L03880009

Inspection Date 6/16/2011

Dear Lease Holder:

A recent inspection of your lease site has found the following violations of your lease agreement:

Improper structure maintenance 1

Compliance Date: 5/1/2012

The lease does not allow a partially enclosed woodshed. You must either remove the existing lean-to on the sauna or fill out a Construction Authorization to construct a new woodshed or modify the existing one. A Construction Request form is included for your convenience.

You must correct the condition(s) listed above, by the compliance dates shown. If the above listed conditions are not corrected, penalty fees will be charged.

You have the right to appeal the violation(s) described above. Your appeal must be in writing and must be received by the Land Department within 30 days of this notice. If you have any questions about this process, please contact the Recreation Specialist at 218-726-2606

Thank you,

Andrew Holak
Recreation Specialist

C: LCO, AO, FO

Individual Lease Summary:

Lease Number: L03880009

Thu. Jul 21, 2011

NE 1/4 NE 1/4 S S: 13 T: 54 R: 16

WILLIAM BERG
239 JAY COOKE RD
ESKO MN 55733
218-879-7318

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW MN 55779
218-729-9004

Area: Pike Lake Management Unit 5 Appr. Value: 8500 Renewal Cost: 362.17

Square Feet: 817 Transferable: Transferable Reason:

Property Access: Lease accessible by 1/2 mile rough clay woods road, drivable by 4 x 4 when dry. Cabin is visable from Elde road as well as the other lease on this swamp lake.

Lease Comments: UTM: 551245 5223896. Cabin is located only about 50 feet from high water mark but cat tails extend out much further. Cabin setback should have been more but leasee did not know this when cabin was constructed.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 6/16/2011 Next_Inspection: 6/1/2014

Shoreland Lease Information:

Site# 2

LAKE_RIVER: LITTLE LONG LAKE
SITE_VALUE: 27

SITE_ACRES: 0
LKCLS_CODE: NE

SITE_FEET: 320
DATE_UPDT:12/28/1993

Type: Toilet Details of Type: Painted a tan color with brown trim. Siding is hardboard.

Paint/Color: Tan

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 8 X 6 Square Feet of Building: 48 Included in Total? Bldg Condition: Fair
Work Needed? Description (if needed):

Type: Sauna Details of Type: Siding is hardboard. Painted tan with brown trim. Door is weathered. Sauna has a 9'x9' lean-to for a wood shed at the side of this sauna. Roof is steel and folds down at the end into the ground as a side. Another side is half plywood. One side is open.

Paint/Color: Tan

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 8 X 16 + 9x9 Square Feet of Building: 209 Included in Total? Bldg Condition: Fair
Work Needed? Description (if needed):

Type: Cabin Details of Type: Siding in hardboard painted tan with brown trim. 44' to dug chnnel to lake.

Paint/Color: Tan

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 44
Size (nearest .5 ft): 20 X 28 Square Feet of Building: 560 Included in Total? Bldg Condition: Fair
Work Needed? Description (if needed):



Saint Louis County

Land Department, 320 West 2nd Street, Room 607, Gov't. Serv. Cntr., Duluth, MN 55802
Phone: (218) 726-2606, Fax: (218) 726-2600

Robert L. Krepps
Land Commissioner

Mark E. Reed
Deputy Land Commissioner

Thursday, July 15, 2010

Primary Lessee:

WILLIAM BERG
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW, MN 55779

RE: Shoreland Lease L03880009

Inspection Date 6/28/2010

Dear Lease Holder:

The above property was inspected on the date shown, by St. Louis County, Land Department personnel, and was found to be without violations according to your lease agreement. We want to thank you for keeping your lease in accordance with County regulations. Please feel free to call the number listed above with any questions regarding your lease.

Thank you,

*Barb Samojlik
for Andrew Holak*

Andrew Holak
Recreation Specialist

C: LCO, AO, FO

Individual Lease Summary:

Lease Number: L03880009

Thu. Jul 15, 2010

NE 1/4 NE 1/4, S: 13 T: 54 R: 16

WILLIAM BERG
239 JAY COOKE RD
ESKO MN 55733
218-879-7318

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW MN 55779
218-729-9004

Area: Pike Lake Management Unit 5 Appr. Value: 8500 Renewal Cost: 356.47

Square Feet: 740 Transferable: Transferable Reason:

Property Access: Lease accessible by 1/2 mile rough clay woods road, drivable by 4 x 4 when dry. Cabin is visable from Elde road as well as the other lease on this swamp lake.

Lease Comments: Newer lease site. Cabin is located only about 50 feet from high water mark but catails extend out much further. Cabin setback should have been more but leasee did not know this when cabin was constructed. Lease structures are well-maintained. 7/31/06-Re-inspection. Site cleaned up. Violations corrected. 6-28-10: Re-inspection. Site looked good, no issues.

Well Type: Septic Type: Commercial Elec. Telephone

Recommended_Fee: Fee Calc Method: Next_Inspection: 6/1/2011

Any non-compliance issues? Last_Inspection: 6/28/2010

Shoreland Lease Information:

Site# 2

LAKE_RIVER: LITTLE LONG LAKE
SITE_VALUE: 27

SITE_ACRES: 0
LKCLS_CODE: NE

SITE_FEET: 320
DATE_UPDT:12/28/1993

Type: Toilet

Details of Type:

Paint/Color: Tan w/brn tri

Construction Type Frame

Siding Other Compliant

Roofing Asphalt-shingle

Structure Setback: 0

Size (nearest .5 ft) 8 X 6

Square Feet of Building: 48

Included in Total? checked

Bldg. Condition: Fair

Work Needed? Description (if needed):

Type: Deck/Porch

Details of Type: Open

Paint/Color: Brown

Construction Type Frame

Siding

Roofing

Structure Setback: 0

Size (nearest .5 ft) 7 X 25

Square Feet of Building: 175

Included in Total? unchecked

Bldg. Condition: Fair

Work Needed? Description (if needed):

Type: Sauna

Details of Type:

Paint/Color: Tan w/brn tri

Construction Type Frame

Siding Other Compliant

Roofing Asphalt-shingle

Structure Setback: 0

Size (nearest .5 ft) 8 X 16.5

Square Feet of Building: 132

Included in Total? checked

Bldg. Condition: Fair

Work Needed? Description (if needed):

Type: Cabin

Details of Type:

Paint/Color: Tan w/brn tri

Construction Type Frame

Siding Other Compliant

Roofing Asphalt-shingle

Structure Setback: 0

Size (nearest .5 ft) 20 X 28

Square Feet of Building: 560

Included in Total? checked

Bldg. Condition: Fair

Work Needed? Description (if needed):

Individual Lease Summary:

Lease Number: L03880009

Wed. Feb 10, 2010

NE 1/4 NE 1/4, S: 13 T: 54 R: 16

WILLIAM BERG
239 JAY COOKE RD
ESKO MN 55733
218-879-7318

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW MN 55779
218-729-9004

Area: Pike Lake Management Unit 5 Appr. Value: 8500 Renewal Cost: 356.47
Square Feet: 740 Transferable: Transferable Reason:

Property Access:

Lease Comments: Newer lease site. Cabin is located only about 50 feet from high water mark but catails extend out much further. Cabin setback should have been more but leasee did not know this when cabin was constructed. Cabin is visible from Eide road as well as the other lease on this swamp lake. Lease structures are well-maintained. Lease accessible by 1/2 mile rough clay woods road, drivable by 4 x 4 when dry. 7/31/06-Re-inspection. Site cleaned up. Violations corrected.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 6/13/2008 Next_Inspection: 6/1/2010

Shoreland Lease Information:

Site# 2

LAKE_RIVER: LITTLE LONG LAKE
SITE_VALUE: 27

SITE_ACRES: 0
LKCLS_CODE: NE

SITE_FEET: 320
DATE_UPDT:12/28/1993

Type: Toilet

Details of Type:

Paint/Color: Brown

Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 8 X 6 Square Feet of Building: 48 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Deck/Porch

Details of Type: Open

Paint/Color: Brown

Construction Type Frame Siding Roofing Structure Setback: 0
Size (nearest .5 ft) 7 X 25 Square Feet of Building: 175 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Sauna

Details of Type:

Paint/Color: Tan w/brn tri

Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 8 X 16.5 Square Feet of Building: 132 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Cabin

Details of Type:

Paint/Color: Tan w/brn tri

Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 20 X 28 Square Feet of Building: 560 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

St. Louis County, Land Department

Monday, January 11, 2010

Legal Description

NE 1/4 NE 1/4, S: 13 T: 54 R: 16

5713 Old Miller Trunk Highway

Duluth, MN 55811

Jason Meyer

Area Manager - Duluth

(218) 625-3700

Primary Lessee:

WILLIAM BERG
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW, MN 55779

RE: St. Louis County:

SHORELAND LEASE L03880009

Inspection Date: 6/13/2008

A recent inspection of your lease site has found that it is, for the most part, in compliance with the terms and conditions of the lease. However, you should be aware that the following condition(s) will cause your lease to be in violation:

1	Violation: 0401	Lease I.D. tag not displayed Warning
Compliance Date:	Your lease ID tag is not displayed. Please post the enclosed tag above the door of your cabin.	
6/1/2011		
2	Violation: 0601	Improper structure maintenance Warning
Compliance Date:	The next time you paint the cabin please try to use a darker brown or green.	
6/1/2011		
3	Violation: 0901	Improper solid waste disposal (under 30 gal) Warning
Compliance Date:	The sink behind the outhouse must be removed from the lease site.	
6/1/2010		

You must correct the condition(s) listed above, by the compliance dates shown. If we find that the above listed conditions remain, penalty fees will be charged, and cancellation of your lease could finally result.

If you have any questions, please call at the telephone number listed above.

Andy Holak

Recreation Specialist

C: LCO
AO
FO

St. Louis County, Land Department

Wednesday, August 16, 2006

Legal Description

NE 1/4 NE 1/4, S: 13 T: 54 R: 16

5713 Old Miller Trunk Highway
Duluth, MN 55811

John Thompson
Area Manager
(218) 625-3700

Primary Lessee:

WILLIAM BERG
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW, MN 55779

RE: St. Louis County:
SHORELAND LEASE

L03880009

Inspection Date: 7/31/2006

The above property has been reinspected on the date shown, by St. Louis County, Land Department personnel. The previous violations have been corrected. We want to thank you for keeping your lease in accordance with County regulations. Please feel free to call the number listed above with any questions regarding your lease.

Thank you,



Andy Holak
Recreation Specialist

C: LCO
AO
FO

BILLING STATEMENT

DATE: August 2, 2005

RETURN PAYMENT TO:

ACCOUNT: L03880009

St. Louis County Land Dept.
607 Govt. Services Center
320 West 2nd Street
Duluth, MN 55802

BILLED TO: William Berg
239 Jay Cooke Road
Esco, MN 55733

Bradley McGovern
4892 Independence Road
Saginaw, MN 55779

This billing is for: NON-COMPLIANCE OF LEASE TERM

Location:

Item:	Charges	Payments
1601 Improper disposal/storage of Goods/equipment 1 st Notice	\$100.00	

PAYMENT DUE: \$100.00

PAYMENT IS DUE WITHIN 30 DAYS FROM DATE OF BILLING - SEPT. 2, 2005

Please make your check payable to "St. Louis County Auditor" and
mail to: "St. Louis County Land Department (address above).

If there are any questions, please call (218-726-2659) and ask for
ANDY HOLAK, REC. SPECIALIST

Thank you.
LCO
PURCHASER
AREA PIKE LAKE



St. Louis County, Land Department

Friday, July 29, 2005

Legal Description

NE 1/4 NE 1/4 S: 13 T: 54 R: 16

5713 Old Miller Trunk Highway
Duluth, MN 55811

John Thompson
Forest Recreation Specialist
(218) 625-3700

Primary Lessee:

WILLIAM BERG
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
4892 INDEPENDENCE RD
SAGINAW, MN 55779

RE: St. Louis County:

SHORELAND LEASE L03880009

Inspection Date: 7/22/2005

A recent inspection of your lease site has found the following condition(s) to be in violation of the terms of your lease:

1	Violation: 1601	Improper disposal/storage of goods/equipment 1st Notice
Compliance Date:	6/1/2006	The kitchen counter, sink, table and debris abd the tin siding/roofing need to be removed from the lease site and disposed of properly.
Penalty:	\$100.00	

You are being charged a penalty fee of: \$100.00 A check or money order (Made payable to "St. Louis County Auditor") must be mailed to the Land Department within 30 days of this notice:

You must correct the conditions listed above by the compliance dates shown. A reinspection of this site will be scheduled after the latest compliance date shown, and if these violations remain, an additional penalty fee will be charged.

If you have any questions, please call at the telephone numbers listed above.

Andrew J. Halak
for John Thompson

Recreation Specialist

C: LCO
AO
FO

SHORELAND LEASE

For the seasonal occupancy of St. Louis County Tax Forfeited
Land as authorized by the Board of County Commissioners

PRIMARY LESSEE:

JOINT LESSEE:

WILLIAM BERG
239 JAY COOKE ROAD
ESKO MN 55733
TELEPHONE: (218) 879-7318

BRADLEY MCGOVERN
4892 INDEPENDENCE ROAD
SAGINAW MN 55779
TELEPHONE: (218) 729-9004

LESSOR: St. Louis County Land Commissioner
Room 607, Govt Services Center
320 West 2nd Street
Duluth, MN 55802
Telephone: 218-726-2606

Pursuant to the authority provided by Minnesota Statute Section 282.04, Subd. 1, the Lessor does hereby lease shoreland site # 2 on Little Long Lake located in _____ Section 14, Township 54 N., Range 16 W., (as shown on Exhibit A) to the Lessee or Lessees as joint tenants and not as tenants in common. This lease site is subject at all times to land disposal, timber sale, an easement for public travel over and across a strip of land 33 ft. wide parallel to the ordinary high water mark, other leasing and land management activities by the Lessor, the terms and conditions listed herein, and penalties for violation of the terms of this lease as set forth in Exhibit B attached hereto.

No person or corporation will be allowed to have an interest in more than one County Shoreland Lease.

- TERM OF LEASE.** The term of this lease shall be from January _____ through January _____ and shall be automatically renewed annually unless terminated.
- LEASE FEE.** The lease fee shall be established by Resolution of the St. Louis County Board and payable within 30 days after notice of amount due. A penalty shall be imposed for late payment.
- ASSIGNMENT.** A name change or assignment of a lease must be approved by the Lessor prior to the sale of personal property on the site. Assignment of a Shoreland lease for a site without a dwelling structure (cabin) will not be approved. Lessee shall not sublet the lease site or any part thereof or use it for any commercial purpose.

4. **REGULATIONS AND ORDINANCES.** Lessee shall at all times comply with all applicable State and Federal laws and any applicable rules and regulations of St. Louis County. Lessee shall take necessary precautions to keep the lease site and surrounding area in a neat and orderly condition and shall dispose of all garbage, refuse and debris as required by any St. Louis County Solid Waste Ordinance or other regulation.
5. **TAXES AND FEES.** Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site and solid waste disposal fees shall be cause for cancellation of the lease.
6. **CONSTRUCTION/REMODELING.** No construction or exterior remodeling of structures shall begin until Lessee has written approval from Lessor. Construction of any building must be upon the site location approved by Lessor. Any building located outside of the approved site or built without prior approval shall be treated as a breach of contract and may subject Lessee to other civil and criminal penalties. No construction, remodeling or replacement of septic systems, wells, saunas, and privies will be allowed without the necessary St. Louis County Health Department permits in addition to the required written approval of Lessor.
7. **STRUCTURES.** One dwelling structure (cabin) will be allowed on the site. The construction of the cabin must be initiated within two years and completed within three years from the execution of a lease or the removal or loss of the previous dwelling. The cabin shall be a single story (maximum height of 16 feet) with 8 foot or less sidewalls, and constructed of materials approved by the Lessor. The shortest pier (if any) on which the cabin is built shall be one foot or less in height. The lease site Identification Tag will be attached by the lessor in a conspicuous location on the main dwelling and must remain visible at all times.

A mobile home trailer shall not be used on the site except for a period of three months or less during construction of a cabin. Buses, railway cars, street cars, trucks, campers, motor homes, and similar equipment shall not be placed upon the site in lieu of a cabin or accessory building. Exterior walls must be painted, varnished, stained or oiled periodically to keep them maintained in a neat and sound condition. Asphalt shingles, rolled roofing or tarpaper may be used on the roof, but not the walls; any other roofing materials must be approved by Lessor in advance. Basements are prohibited. Earthtone colors are required on exteriors.

No more than three secondary structures will be allowed on the site. They must be located within 100 feet of the primary structure and placed in such a way so as not to obstruct the public use of the land. Placement of secondary structures shall be subject to all County ordinances and State shoreland management guidelines and will be constructed of the same materials described above for cabins.

Boathouses and piers are prohibited. One dock per site is allowed (no more than 35 feet in length) if properly permitted and maintained in a safe condition.

The total area occupied by all structures on a lease site shall not exceed 1500 square feet.

8. **STORAGE PROHIBITED.** The storage of unlicensed or unregistered boats, vehicles, or other machinery on this lease site is prohibited. Lessor must authorize in writing the storage of any licensed vehicles. Campers and trailers must be licensed and must be removed from the site between December 1 and May 1.

Fuel storage must meet local and State (including structural setback) requirements.

9. **SITE DEVELOPMENT RESTRICTIONS.** Lessee will not be permitted to develop the site except as specifically provided herein.

No trees, living or dead shall be cut beyond 10 feet from the cabin or out building except by written permission from Lessor. Trees planted by Lessee on the site shall become the property of Lessor. No gravel, borrow, limestone, marl, sand, peat, or top soil may be removed from the site.

Any alterations or improvements to the lease site, including, but not limited to bulldozing, recontouring, installation of erosion control measures, removal or addition of top soil, gravel, rock or fill material, removal of minerals, and cutting of live timber are prohibited without prior written approval from Lessor. Any alterations or improvements to adjacent land or other lands of St. Louis County are similarly prohibited.

10. **PUBLIC ACCESS.** Lessee is prohibited from barricading any driveways, roads or trails, or constructing any fences or stringing wire cable, or otherwise restricting the general public from travelling by foot or vehicle on County land. The Lessee may prohibit the public from the structures on the lease site. Lessee shall not post "No Trespass" or "No Hunting" or similar signs on any part of the lease site except upon structures owned by the Lessee. Lessee shall not create any public hazard or make any threat to any member of the public or misrepresent to the public the Lessee's interest in the lease site.
11. **Residency Not Allowed.** No occupancy will be allowed which may in any way lead to a claim of residency and any permanent residency is expressly prohibited. All Lessees are specifically required to maintain a separate permanent residence.
12. **LESSEE ACCESS TO LEASE SITE.** Nothing in this lease is intended in any way to increase the need for local or state governmental services. Lessor shall not be responsible for the construction or maintenance of any road or trail to the lease site. Lessee shall not construct any roads or further develop existing roads unless authorized by Lessor. Lessee shall be responsible for repairs of all damage to any roads or trails utilized pursuant to this lease. Failure of Lessees to reasonably cooperate with the maintenance of ingress and egress routes shall be grounds for the cancellation of this lease.
13. **LEASE TERMINATION/SITE CLEAN-UP.** This lease shall terminate on January 31 of each year or earlier upon failure to pay when due the annual lease fee or other fees or penalties imposed by Lessor for violations of the lease terms. Lessor retains the right to terminate this lease immediately upon breach of any of the terms or conditions set forth herein or in Exhibit B attached hereto or for other disorderly or otherwise objectionable conduct by Lessee or those occupying the site with the permission of the Lessee. This lease may also be terminated by the Lessor without cause upon thirty (30) days written notice sent to Lessee at the last address provided by the lessee. A prorata refund of the lease fee paid by Lessee may be allowed at the discretion of the Lessor.

Lessee may terminate this lease by giving Lessor thirty (30) days written notice at the appropriate address listed below and by paying all fees, taxes or other charges due on the date of termination. Lessor shall not refund any lease fee already paid.

Lessee agrees to leave the lease site and surrounding area in a neat and orderly condition free of all garbage, refuse and debris.
14. **REMOVAL OF PERSONAL PROPERTY.** Upon termination of this lease, if all fees, taxes, penalties and other charges are paid, Lessee shall remove all buildings and personal property owned by Lessee from the premises within three (3) months after the date of termination, time being of the essence. Additional time may be granted at the discretion of Lessor for extenuating circumstances. If Lessee fails to remove any property within the time above stated, all such property remaining after expiration of such time will be disposed of pursuant to Minnesota Law.
15. **INDEMNIFICATION.** EXCEPT FOR LIABILITY RESULTING FROM LESSOR'S SOLE NEGLIGENCE, LESSEE AGREES TO INDEMNIFY, SAVE HARMLESS AND DEFEND LESSOR, ITS EMPLOYEES, AGENTS AND SERVANTS FROM ANY AND ALL LIABILITY FOR INJURIES TO ANY PERSON OR PROPERTY OF ANY EMPLOYEE, AGENT, PASSENGER, INVITEE OR OTHER PERSON ENTERING ONTO THE LEASED PREMISES.
16. **LESSOR'S RIGHTS.** Lessee understands and agrees that the site shall be subject to inspection by Lessor for purposes of appraisal or insuring compliance by Lessee with the provisions of this lease. If upon inspection it is found that the lease site and its surroundings are not in compliance with the terms of this lease, Lessor may immediately terminate the lease or give Lessee a warning or notice of violation indicating the actions necessary to bring the lease site and surroundings into compliance. Any required action stated in the notice must be completed within the time period indicated in the notice. Any penalty imposed by Lessor for a violation must be paid within the time stated in the Notice or the Lease may be cancelled. Lessee agrees that any delay on the part of the Lessor in enforcing any of the terms of the lease, or in terminating the lease shall not operate as a waiver of any of the rights of Lessor hereunder.

17. CORRESPONDENCE. All correspondence or notices will be sent to the "Primary Lessee" as indicated on the lease, unless notified otherwise by Lessee. All lease payments shall be sent to Lessor at the address shown on Page 1 of the lease. All other correspondence shall be directed to the appropriate Area Office:

VIRGINIA AREA OFFICE:

St. Louis County Land Dept.
7820 Highway 135
Virginia, MN 55792-2934
Phone: (218) 749-7132

DULUTH AREA OFFICE:

St. Louis County Land Dept.
5713 Old Miller Trunk Highway
Duluth, MN 55811-1221
Phone: (218) 729-8480

18. ADDITIONAL TERMS AND CONDITIONS:

✓
Bill
Sign
+
Not.

LESSEE William Berg
DATE 5-11-04

LESSEE Bridgette McLean
DATE 5-25-04

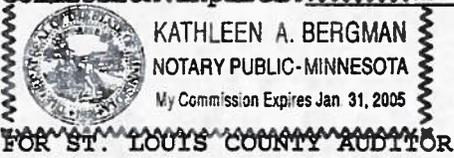
Subscribed & Sworn to before me on this
11 day of May, 20 04

Kathleen A. Bergman
NOTARY PUBLIC

Subscribed & Sworn to before me on this
25th day of May, 20 04

Mary A. Gookins
NOTARY PUBLIC

My Commission Expires 1-31-05



My Commission Expires: 1-31-05



BY: Mah Wahn
Land Commissioner's Representative

Date: 7-22-04

LCO
AO
FO

THERE IS ___ IS NOT ___ A WELL ON THIS LEASE
SITE (DRILLED, DRIVE-POINT, DUG; CIRCLE ONE).

EXHIBIT B: SHORELAND LEASE

VIOLATIONS AND PENALTIES

The following penalties will be imposed for the specified lease violations. If the Lessee does not comply with the directive in a notice within the time specified in the notice, an additional penalty will be imposed in the next notice. **Penalties set forth below are cumulative.**

<u>Violation</u>	<u>1st Notice</u>	<u>2nd Notice</u>	<u>3rd Notice</u>	<u>Final Notice</u>
Unverified nuisance complaint	Warning			
Defacing/damaging trees or other vegetation	Warning	\$50	\$75	\$200 or cancellation**
Misrepresentation of the lease	Warning	\$50	\$75	\$200 or cancellation**
Lease I.D. tag not displayed	Warning	\$50	\$75	\$200 or cancellation**
Improper storage of construction materials or supplies	Warning	\$50	\$75	\$200 or cancellation**
Improper structure maintenance	Warning	\$50	\$75	\$200 or cancellation**
Unauthorized signs or posters	Warning	\$50	\$75	\$200 or cancellation**
Improper disposal of solid waste (less than 30 gallons)	Warning	\$50	\$75	\$200 or cancellation**
Late annual fee payment	\$25			\$200 or cancellation**
Failure to pay road or lake association dues	\$50			\$200 or cancellation**
Failure to pay taxes or solid waste disposal fees	\$50			Cancellation
Improper disposal of solid waste (30 to 100 gallons)	\$50	\$75		\$200 or cancellation**
Unauthorized storage of a camper or trailer	\$50	\$75		\$200 or cancellation**
Unauthorized storage of motor vehicles, unlicensed or unregistered boats, or other machinery	\$50	\$75		\$200 or cancellation**
Substandard or unauthorized sanitary facilities	\$100	\$150		\$200 or cancellation**
Repeated misrepresentation of the lease	\$100	\$150		\$200 or cancellation**
Verified nuisance complaint	\$100	\$150		\$200 or cancellation**
Improper disposal or unauthorized storage of white goods, tires, or equipment	\$100	\$150		\$200 or cancellation**
Unauthorized trails, roads, land clearing, pruning, site development	\$100	\$150		\$200 or cancellation**

<u>Violation</u>	<u>1st Notice</u>	<u>2nd Notice</u>	<u>3rd Notice</u>	<u>Final Notice</u>
Unauthorized gates or barriers	\$100	\$150		\$200 or cancellation**
Public safety hazards or threats to public	\$100	\$150		\$200 or cancellation**
Unauthorized construction	\$100	\$150		\$200 or cancellation**
Unauthorized tree cutting	\$100	\$150		\$200 or cancellation**
Posting of public land	\$100	\$150		\$200 or cancellation**
Wells not in compliance with regulations	\$100	\$150		\$200 or cancellation**
Improper disposal of solid waste (more than 100 gallons)	\$100	\$150		\$200 or cancellation**

The following violations will result in immediate cancellation of the lease or a \$200 penalty.

- Storage or disposal of hazardous materials
- Unauthorized use or sublease of the cabin site
- Conviction of gross misdemeanor or felony related to the lease site
- Interference with the duties of a County employee
- Use of lease site as a primary/permanent residence

Additional remedies for violations:

- In the case of unauthorized clearing, tree cutting, or site development the lessee may be required to revegetate, plant, or restore the site. The lessor may restore the site and bill the lessee for any costs.
- Violation of any Minnesota Statute may result in criminal or civil penalties.
- Lessor will immediately remove any gate or barrier which may constitute a safety hazard. Lessee will be billed for any cost incurred by lessor.
- Lessor may require any unauthorized construction to be removed, modified or moved.

Other violations of the lease not set forth above may result in warnings or penalties or cancellation of the lease.

Failure to pay penalties imposed will result in cancellation of the lease.

** This will be at the discretion of lessor.



Saint Louis County

Land Department • 320 West 2nd Street, Room 807, Gov't. Serv. Cntr. • Duluth, MN 55802
Phone: (218) 726-2606 • Fax: (218) 726-2600

January 4, 2000

David J. Epperly
Land Commissioner

Please note the following changes to the second paragraph of Item 7 of your lease agreement. These changes will make your lease requirements more clear and allow you additional roofing options. On shoreland leases, the term "earthtone" colors for exteriors will be removed and replaced with "**medium to dark brown or medium to dark green color.**" This will make it easier for you to determine what color your lease structure should be painted, oiled or stained. **Please note that you will not be required to make immediate changes to the color of your lease structure. However, the next time you paint, oil or stain your lease structures, please be sure to use medium to dark brown or green colors.**

Additionally, we have added wording in the second paragraph of Item 7 to allow the use of metal roofing that has a **pre-baked enamel or similar finish in a medium to dark brown or green color.** We will also be allowing the use of **vinyl, aluminum or metal siding in a medium to dark brown or green color.**

Your lease agreement is automatically renewed annually and can be terminated for violation of the terms of the agreement with thirty (30) days written notice from the Lessor. Therefore, your lease is hereby amended to incorporate these changes to the second paragraph of Item 7. Failure to comply with these changes may result in cancellation of your lease with thirty (30) days written notice.

The following changes to Item 7 generally benefit the Lessee. The second paragraph of Item 7, as amended follows:

SECOND PARAGRAPH ITEM 7 (amendments indicated in bold)

A mobile home trailer shall not be used on the site except for a period of three months or less during the construction of a cabin. Buses, railway cars, street cars, trucks, campers, motor homes, and similar equipment shall not be placed upon the site in lieu of a cabin or accessory building. Exterior walls must be painted, varnished, stained or oiled a **medium to dark brown or medium to dark green color** periodically to keep them maintained in a neat and sound condition. **Vinyl, aluminum or metal siding in a medium to dark brown or green color may be used as a siding material. Any other siding materials must be approved by the Lessor in advance.** Asphalt shingles, rolled roofing, or metal roofing that has a **pre-baked enamel or similar finish in a medium to dark brown or green color** may be used on the roof, but not the walls. Any other roofing materials must be approved by the Lessor in advance. Basements are prohibited.

If you have any questions or concerns regarding this change please contact Land Department at (218) 729-4819 or at the telephone number and address listed above.

"Trust Lands, Managed For The People Of This County"

APPLICATION FOR ASSIGNMENT OF
ST. LOUIS COUNTY LEASEHOLD INTEREST

PART I: Current Leaseholder(s), as shown on lease, must complete this portion of application

Primary
Lessee: PAUL HABIGHORST

Joint
Tenant: BRADLEY MCGOVERN

Address: 239 JAY COOKE ROAD
ESKO MN 55733

Address: 4892 INDEPENDENCE ROAD
SAGINAW MN 55779

Daytime Phone: (218) 879-7318

Daytime Phone: (218) 729-9004

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease #L 03880009, issued for a: (please check one)

Recreation OR Shoreland lease on: (legal) Section 14, Township 54, Range 16

TO: (name) WILLIAM BERG & BRADLEY MCGOVERN

Signature: *Paul Habighorst*
Date: 5/4/04

Signature: *Bradley McGovern*
Date: 5-25-04

Subscribed and sworn to before me on
this 4th day of May, 2004

Subscribed and sworn to before me on
this 25th day of May, 2004

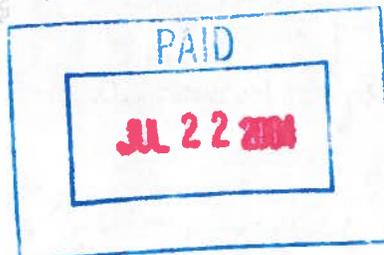
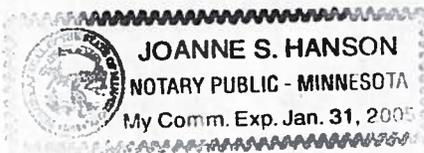
Joanne S. Hanson
NOTARY PUBLIC

Mary A. Gokins
NOTARY PUBLIC

My Commission Expires: 1-31-05

My Commission Expires: 1-31-05

➡ PARTY(ies) BEING ASSIGNED LEASEHOLD INTEREST MUST COMPLETE PART II ➡



Sent to 911

**PART II: PARTY(ies) BEING ASSIGNED LEASEHOLD INTEREST
MUST COMPLETE THE FOLLOWING:**

sign

Primary Lessee: WILLIAM BERG Age: Joint Tenant: BRADLEY MCGOVERN Age:
 Address: 239 JAY COOKE ROAD Address: 4892 INDEPENDENCE ROAD
ESKO MN 55733 SAGINAW MN 55779
 Daytime Phone: () 879-7318 Daytime Phone: () 729-9004

I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in Lease #L_03880009 along with its responsibilities and obligations.

Signature: *William Berg*
 Date: 5-8-04

Signature: *Bradley McGovern*
 Date: 5-25-04

- NOTE:**
- 1) There is a \$75 fee for each lease assignment.
 - 2) **Personal Property Tax** payments, and **Solid Waste Fees**, if applicable, for this lease site **must** be current before lease can be transferred.
 - 3) A completed **Well Disclosure Certificate** must be attached to this assignment form.

On-site well?: Yes No

Check One: Drilled Dug Drive-point

4) On-site septic system?: Yes No

Approved By:

[Signature]
 St. Louis County Land Commissioner's Representative

Date: 7/23/04

*****For Agency Use*****

- | | | | |
|-------------------|--------------------------|-----------------------------|--------------------------|
| Area Manager | <input type="checkbox"/> | Solid Waste Fees | <input type="checkbox"/> |
| Inspection Done | <input type="checkbox"/> | Personal Property taxes | <input type="checkbox"/> |
| \$75 Transfer Fee | <input type="checkbox"/> | Well Disclosure Certificate | <input type="checkbox"/> |
| | | Road Association Dues | <input type="checkbox"/> |

CC: LCO
 AO
 Assessor
 Lessee(s)
 County Health Dept. (Septic System Inspections Only)
 Solid Waste

MS S S JL

St. Louis County, Land Department

Monday, July 31, 2000

Legal Description

NE 1/4 NE 1/4, S: 13 T: 54 R: 16

5713 Old Miller Trunk Highway

Duluth, MN 55811

John Thompson

Area Land Manager

(218) 729-8480

Primary Lessee:

PAUL HABIGHORST
239 JAY COOKE RD
ESKO, MN 55733

Joint Lessee:

BRADLEY MCGOVERN
806 ALMAC DRIVE
PROCTOR, MN 55810

RE: St. Louis County:

SHORELAND LEASE L03880009

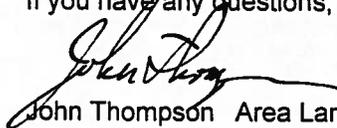
Inspection Date: 6/27/2000

A recent inspection of your lease site has found that it is, for the most part, in compliance with the terms and conditions of the lease. However, you should be aware that the following condition(s) will cause your lease to be in violation:

1	Violation: 0601	Improper structure maintenance Warning
Compliance Date: 6/1/2001		Please remove or repair dock.

You must correct the condition(s) listed above, by the compliance dates shown. If we find that the above listed conditions remain, penalty fees will be charged, and cancellation of your lease could finally result.

If you have any questions, please call at the telephone number listed above.


John Thompson Area Land Manager

C: LCO
AO
FO



Saint Louis County

LAND DEPARTMENT • 5713 Old Miller Trunk Highway, Duluth, Minnesota, 55811-1221

(218) 729-8480

Fax: (218) 729-6324

May 20, 1999

John Thompson
Area Land Manager

PAUL HABIGHORST
239 JAY COOKE RD
ESKO MN 55733

**RE: St. Louis County Shoreland Lease #L03880009
Section 14, Township 54, Range 16**

Dear Mr. Habighorst:

This letter is in response to your construction request on your St. Louis County Shoreland Lease on Little Long Lake.

Based upon our review and in keeping with the seasonal, non-residential nature of our shoreland leases, we have no objection to your plans to:

1. Attach 18" of aluminum skirting to outside foundation of building to provide a fire barrier.

Our main concerns are:

1. Earthtone color of structures (dark brown or dark green recommended). This includes aluminum skirting as noted.

YOU ALSO REQUESTED PLACING BROWN METAL "BRICK" TRIM AROUND THE CABIN WINDOWS AND DOORS. TO BE CONSISTENT WITH THE POLICY OF MINIMIZING THE AMOUNT OF METAL PLACED ON LEASE STRUCTURES (IE: SIDING AND TRIM), THIS WINDOW AND DOOR TRIM NEED TO REMAIN A WOOD-BASED PRODUCT.

Our shoreland lease is specifically a non-commercial, temporary, seasonal, recreational use lease. The reasonable limitations of the lease not only meet the statutory intent, but also guide the lessee in developing the site in as unobtrusive a manner as possible while also preventing the leaseholder from investing more in site developments than is prudent.

Thank you for your cooperation. If you have any questions, please call the Area Office at (218) 729-8480.

CORDIALLY,

DAVID EPPERLY
LAND COMMISSIONER

BY: John Thompson
Area Land Manager

JT/tm

C: LCO, AO, FO, Assessor

4. **REGULATIONS AND ORDINANCES.** Lessee shall at all times comply with all applicable State and Federal laws and any applicable rules and regulations of St. Louis County. Lessee shall take necessary precautions to keep the lease site and surrounding area in a neat and orderly condition and shall dispose of all garbage, refuse and debris as required by any St. Louis County Solid Waste Ordinance or other regulation.
5. **TAXES AND FEES.** Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site and solid waste disposal fees shall be cause for cancellation of the lease.
6. **CONSTRUCTION/REMODELING.** No construction or exterior remodeling of structures shall begin until Lessee has written approval from Lessor. Construction of any building must be upon the site location approved by Lessor. Any building located outside of the approved site or built without prior approval shall be treated as a breach of contract and may subject Lessee to other civil and criminal penalties. No construction, remodeling or replacement of septic systems, wells, saunas, and privies will be allowed without the necessary St. Louis County Health Department permits in addition to the required written approval of Lessor.
7. **STRUCTURES.** One dwelling structure (cabin) will be allowed on the site. The construction of the cabin must be initiated within two years and completed within three years from the execution of a lease or the removal or loss of the previous dwelling. The cabin shall be a single story (maximum height of 16 feet) with 8 foot or less sidewalls, and constructed of materials approved by the Lessor. The shortest pier (if any) on which the cabin is built shall be one foot or less in height. The lease site Identification Tag will be attached by the lessor in a conspicuous location on the main dwelling and must remain visible at all times.

A mobile home trailer shall not be used on the site except for a period of three months or less during construction of a cabin. Buses, railway cars, street cars, trucks, campers, motor homes, and similar equipment shall not be placed upon the site in lieu of a cabin or accessory building. Exterior walls must be painted, varnished, stained or oiled periodically to keep them maintained in a neat and sound condition. Asphalt shingles, rolled roofing or tarpaper may be used on the roof, but not the walls; any other roofing materials must be approved by Lessor in advance. Basements are prohibited. Earthtone colors are required on exteriors.

No more than three secondary structures will be allowed on the site. They must be located within 100 feet of the primary structure and placed in such a way so as not to obstruct the public use of the land. Placement of secondary structures shall be subject to all County ordinances and State shoreland management guidelines and will be constructed of the same materials described above for cabins.

Boathouses and piers are prohibited. One dock per site is allowed (no more than 35 feet in length) if properly permitted and maintained in a safe condition.

The total area occupied by all structures on a lease site shall not exceed 1500 square feet.

8. **STORAGE PROHIBITED.** The storage of unlicensed or unregistered boats, vehicles, or other machinery on this lease site is prohibited. Lessor must authorize in writing the storage of any licensed vehicles. Campers and trailers must be licensed and must be removed from the site between December 1 and May 1.

Fuel storage must meet local and State (including structural setback) requirements.

9. **SITE DEVELOPMENT RESTRICTIONS.** Lessee will not be permitted to develop the site except as specifically provided herein.

No trees, living or dead shall be cut beyond 10 feet from the cabin or out building except by written permission from Lessor. Trees planted by Lessee on the site shall become the property of Lessor. No gravel, borrow, limestone, marl, sand, peat, or top soil may be removed from the site.

Any alterations or improvements to the lease site, including, but not limited to bulldozing, recontouring, installation of erosion control measures, removal or addition of top soil, gravel, rock or fill material, removal of minerals, and cutting of live timber are prohibited without prior written approval from Lessor. Any alterations or improvements to adjacent land or other lands of St. Louis County are similarly prohibited.

10. **PUBLIC ACCESS.** Lessee is prohibited from barricading any driveways, roads or trails, or constructing any fences or stringing wire cable, or otherwise restricting the general public from travelling by foot or vehicle on County land. The Lessee may prohibit the public from the structures on the lease site. Lessee shall not post "No Trespass" or "No Hunting" or similar signs on any part of the lease site except upon structures owned by the Lessee. Lessee shall not create any public hazard or make any threat to any member of the public or misrepresent to the public the Lessee's interest in the lease site.
11. **Residency Not Allowed.** No occupancy will be allowed which may in any way lead to a claim of residency and any permanent residency is expressly prohibited. All Lessees are specifically required to maintain a separate permanent residence.
12. **LESSEE ACCESS TO LEASE SITE.** Nothing in this lease is intended in any way to increase the need for local or state governmental services. Lessor shall not be responsible for the construction or maintenance of any road or trail to the lease site. Lessee shall not construct any roads or further develop existing roads unless authorized by Lessor. Lessee shall be responsible for repairs of all damage to any roads or trails utilized pursuant to this lease. Failure of Lessees to reasonably cooperate with the maintenance of ingress and egress routes shall be grounds for the cancellation of this lease.
13. **LEASE TERMINATION/SITE CLEAN-UP.** This lease shall terminate on January 31 of each year or earlier upon failure to pay when due the annual lease fee or other fees or penalties imposed by Lessor for violations of the lease terms. Lessor retains the right to terminate this lease immediately upon breach of any of the terms or conditions set forth herein or in Exhibit B attached hereto or for other disorderly or otherwise objectionable conduct by Lessee or those occupying the site with the permission of the Lessee. This lease may also be terminated by the Lessor without cause upon thirty (30) days written notice sent to Lessee at the last address provided by the lessee. A prorata refund of the lease fee paid by Lessee may be allowed at the discretion of the Lessor.

Lessee may terminate this lease by giving Lessor thirty (30) days written notice at the appropriate address listed below and by paying all fees, taxes or other charges due on the date of termination. Lessor shall not refund any lease fee already paid.

Lessee agrees to leave the lease site and surrounding area in a neat and orderly condition free of all garbage, refuse and debris.
14. **REMOVAL OF PERSONAL PROPERTY.** Upon termination of this lease, if all fees, taxes, penalties and other charges are paid, Lessee shall remove all buildings and personal property owned by Lessee from the premises within three (3) months after the date of termination, time being of the essence. Additional time may be granted at the discretion of Lessor for extenuating circumstances. If Lessee fails to remove any property within the time above stated, all such property remaining after expiration of such time will be disposed of pursuant to Minnesota Law.
15. **INDEMNIFICATION.** EXCEPT FOR LIABILITY RESULTING FROM LESSOR'S SELF-NEGLIGENCE, LESSEE AGREES TO INDEMNIFY, SAVE HARMLESS AND DEFEND LESSOR, ITS EMPLOYEES, AGENTS AND SERVANTS FROM ANY AND ALL LIABILITY FOR INJURIES TO ANY PERSON OR PROPERTY OF ANY EMPLOYEE, AGENT, PASSENGER, INVITEE OR OTHER PERSON ENTERING ONTO THE LEASED PREMISES.
16. **LESSOR'S RIGHTS.** Lessee understands and agrees that the site shall be subject to inspection by Lessor for purposes of appraisal or insuring compliance by Lessee with the provisions of this lease. If upon inspection it is found that the lease site and its surroundings are not in compliance with the terms of this lease, Lessor may immediately terminate the lease or give Lessee a warning or notice of violation indicating the actions necessary to bring the lease site and surroundings into compliance. Any required action stated in the notice must be completed within the time period indicated in the notice. Any penalty imposed by Lessor for a violation must be paid within the time stated in the Notice or the Lease may be cancelled. Lessee agrees that any delay on the part of the Lessor in enforcing any of the terms of the lease, or in terminating the lease shall not operate as a waiver of any of the rights of Lessor hereunder.

17. **CORRESPONDENCE.** All correspondence or notices will be sent to the "Primary Lessee" as indicated on the lease, unless notified otherwise by Lessee. All lease payments shall be sent to Lessor at the address shown on Page one of the lease. All other correspondence shall be directed to the appropriate Area Office:

VIRGINIA AREA OFFICE:

St. Louis County Land Dept.
7820 Highway 135
Virginia, MN 55792-2934
Phone: (218) 749-7132

DULUTH AREA OFFICE:

St. Louis County Land Dept.
5713 Old Miller Trunk Highway
Duluth, MN 55811-1221
Phone: (218) 729-8480

18. ADDITIONAL TERMS AND CONDITIONS:

LESSEE Bradley McSover
Date: 04-6-95

LESSEE Paul Habighorst
Date: 4/6/95

Subscribed & Sworn to before me on this
6 day of April, 1995

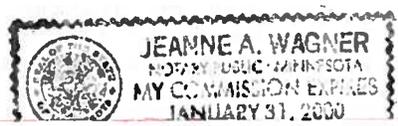
Subscribed & Sworn to before me on this
_____ day of _____, 19____

Jeanne A. Wagner
NOTARY PUBLIC

NOTARY PUBLIC

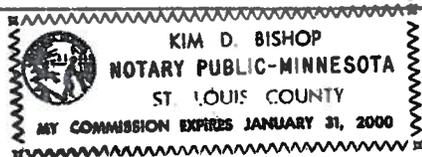
My Commission Expires: 1-31-2000

My Commission Expires: _____



B2554-CERTIFICATE OF ACKNOWLEDGMENT

State of _____ } ss.
County of _____



On this 6th day of April, A. D. 1995, before me,
within and for said
County and State, personally appeared Paul Habighorst
to me known to be the same person
described in and who executed the foregoing instrument, and acknowledged that he executed
the same as _____ free act and deed.

Kim D. Bishop
Notary Public _____ County, St. Louis

My commission expires January 31, ~~19~~ 2000

**EXHIBIT B
VIOLATIONS AND PENALTIES**

The following penalties will be imposed for the specified lease violations. If the Lessee does not comply with the directive in a notice within the time specified in the notice, an additional penalty will be imposed in the next notice. Penalties set forth below are cumulative.

<u>Violation</u>	<u>1st Notice</u>	<u>2nd Notice</u>	<u>3rd Notice</u>	<u>Final Notice</u>
Unverified nuisance complaint	Warning	---	---	
Defacing/damaging trees or other vegetation	Warning	\$ 50	\$ 75	\$200 or cancellation**
Misrepresentation of the lease	Warning	\$ 50	\$ 75	\$200 or cancellation**
Lease I.D. tag not displayed	Warning	\$ 50	\$ 75	\$200 or cancellation**
Improper storage of construction materials or supplies	Warning	\$ 50	\$ 75	\$200 or cancellation**
Improper structure maintenance	Warning	\$ 50	\$ 75	\$200 or cancellation**
Unauthorized signs or posters	Warning	\$ 50	\$ 75	\$200 or cancellation**
Improper disposal of solid waste (less than 30 gallons)	Warning	\$ 50	\$ 75	\$200 or cancellation**
Late Annual Fee Payment	\$ 25	---	---	\$200 or cancellation**
Failure to pay road or lake association dues	\$ 50	---		\$200 or cancellation**
Failure to pay taxes or solid waste disposal fees	\$ 50	---		Cancellation
Improper disposal of solid waste (30 to 100 gallons)	\$ 50	\$ 75		\$200 or cancellation**
Unauthorized storage of a camper or trailer	\$ 50	\$ 75		\$200 or cancellation**
Unauthorized storage of a motor vehicle	\$ 50	\$ 75		\$200 or cancellation**
Substandard or unauthorized sanitary facilities	\$100	\$150		\$200 or cancellation**
Repeated misrepresentation of the lease	\$100	\$150		\$200 or cancellation**
Verified nuisance complaint	\$100	\$150		\$200 or cancellation**

<u>Violation</u>	<u>1st Notice</u>	<u>2nd Notice</u>	<u>3rd Notice</u>	<u>Final Notice</u>
Improper disposal or unauthorized storage of white goods, tires or equipment	\$100	\$150		\$200 or cancellation**
Unauthorized trails, roads, land clearing, pruning, site development	\$100	\$150		\$200 or cancellation**
Unauthorized gates or barriers	\$100	\$150		\$200 or cancellation**
Public safety hazards or threats to public	\$100	\$150		\$200 or cancellation**
Unauthorized construction	\$100	\$150		\$200 or cancellation**
Unauthorized tree cutting	\$100	\$150		\$200 or cancellation**
Posting of public land	\$100	\$150		\$200 or cancellation**
Wells not in compliance with regulations	\$100	\$150		\$200 or cancellation**
Improper disposal of solid waste (more than 100 gallons)	\$100	\$150		\$200 or cancellation**

The following violations will result in immediate cancellation of the lease or a \$200 penalty.

- Storage or disposal of hazardous materials
- Unauthorized use or sublease of the cabin site
- Conviction of gross misdemeanor or felony related to the lease site
- Interference with the duties of a County employee
- Use of lease site as a primary/permanent residence

Additional remedies for violations:

- In the case of unauthorized clearing, tree cutting, or site development the lessee may be required to revegetate, plant, or restore the site. The lessor may restore the site and bill the lessee for any costs.
- Violation of any Minnesota Statute may result in criminal or civil penalties.
- Lessor will immediately remove any gate or barrier which may constitute a safety hazard. Lessee will be billed for any cost incurred by lessor.
- Lessor may require any unauthorized construction to be removed, modified or moved.

Other violations of the lease not set forth above may result in warnings or penalties or cancellation of the lease.

Failure to pay penalties imposed will result in cancellation of the lease.

** Action will be at the discretion of lessor.

SHORELAND LEASE

For the seasonal occupancy of St. Louis County Tax Forfeited
Land as authorized by the Board of County Commissioners

LESSEE: Paul Habighorst
239 Jay Cooke Rd.
Esko, MN 55733
Telephone: (218) 879-7318

LESSEE: <u>BRADLEY Thomas McGovern</u>
<u>806 AIMAC DRIVE</u>
<u>Proctor, MN. 55810</u>
Telephone: <u>(218) 624-5026</u>

LESSOR: St. Louis County Land Commissioner
607 Gov't. Services Center
320 West 2nd Street
Duluth, MN 55802
Telephone: 218-726-2606

Pursuant to the authority provided under Minnesota Statute §282.04, Subd. 1, and in consideration of the sum of One hundred sixty-three and 00/100 Dollars (\$ 163.00), receipt of which is hereby acknowledged for the initial period of rental for occupancy ending January 31, 1989, the Lessor does hereby lease shoreland site # 43 on Little Long Lake located in Sec. 13 & 14, Twp. 54, Rge. 16

Section 13, 14 Township 54 N., Range 16 W., (as shown on Exhibit A) to the Lessee (s) in joint tenancy and not as tenants in common. This lease is for a ten year period of time and shall be renewable annually for the sum of Three hundred twenty Dollars (\$ 326.00), payable on or before January 31 of each year (subject to penalty for late payment of renewal fee). Lessor retains the right to adjust lease fees at the beginning of any annual renewal period. This lease site is subject at all times to land disposal, timber sale, an easement for public travel over and across a strip of land 33 ft. wide parallel to the ordinary high water mark, and other leasing and land management activities by the Lessor, and to all of the conditions, provisions, and terms attached hereto as Exhibit B, and as Exhibit C.

For St. Louis County Auditor

By: Lisa Persson
Land Commissioner's Representative

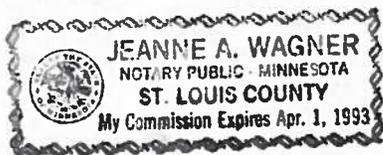
Date: 7-27-88

LESSEE: Paul Habighorst

Date: 7/25/88

LESSEE: Brad McGovern

Date: 7/25/88



cc: AO
LCO

Subscribed and sworn to before me this
25 day of July, 19 88
Jeanne A. Wagner
Notary Public
My Commission Expires 4-1-93

EXHIBIT B

1. There shall be no transfer or assignment of Shoreland leases with sites lacking improvements in the form of a seasonal, recreational cabin. Any proposed changes or transfers of individual ownership or use of improved sites must be presented to the Land Commissioner for review and approval prior to sale of personal property. No Lessees of record will be allowed to be the tenant or joint tenant of more than one County Shoreland lease.
2. Lessees shall not sublet or rent the lease site or any part thereof.
3. Failure upon the part of Lessees to pay taxes when due that may be levied shall be cause for cancellation of this lease.
4. Lessees shall at all times comply with the applicable laws of State and Federal governments and any rules, regulations or ordinances of St. Louis County. Lessees shall specifically exercise care in complying with laws and regulations relating to protected waters, fires, game, health, timber and pollution. Lessees shall take necessary precautions to keep the leased site and surrounding area in a neat and orderly condition and shall dispose of all garbage and refuse in approved landfill sites.

Minimum requirements regarding structural setbacks from public waters and maintenance of structures and sewage systems are as identified in the "State-wide Standards and Criteria for Management of Shoreland Areas" (4 Minn. Rules 6120) and County Health Department Regulations.

5. No construction or remodeling of a residence cabin or secondary structure shall begin until Lessees have obtained written approval from Lessor and any permits required by the State or County. Construction of any building must be upon the site location designated by the Land Commissioner. Any building outside of designated site or built without prior approval shall be treated as a trespass and shall subject Lessees to civil and criminal penalties.

The construction of the residence cabin (primary structure) must be initiated within two (2) years and completed within three (3) years of the issuance of the lease. The construction of one residence cabin will be allowed. It must be located on the approved site location, single story, and be constructed of materials approved by Lessor. After construction, the assigned lease site identification number must be posted in a conspicuous location on the cabin in such a manner as to allow visibility at all times.

No native or unfinished materials will be allowed. The exterior walls must be painted, varnished, stained or oiled periodically to keep them maintained in a neat condition and of earthtone colors to blend into surroundings. Asphalt shingles or rolled roofing may be used on the roof; any other materials must have prior written approval.

6. No more than two secondary structures will be allowed. They must be placed to the side or rear of the primary structure in order not to detract from the value of the other lots or obstruct the use of the strip of land along the shoreline dedicated to public travel. Placement of secondary structures shall be subject to all Health Department ordinances and will be constructed as per the materials described above for cabins.

Boathouses and piers shall not be allowed. Docks may be allowed but must be seasonal and kept in a maintained and safe condition.

7. The total area occupied by all structures on a lease site shall not exceed 1,500 square feet.
8. Lessees will not be permitted to further develop the site except as previously indicated. A mobile home trailer shall not be used on the premises except for a period of three months or less during construction of a cabin. Lessees shall not be allowed to put buses, railway cars, street cars, trucks, campers, mobile home trailers, motor homes, and similar equipment upon the premises in lieu of a cabin or accessory building, or other non-conforming development on County property.
9. No trees, living or dead, shall be cut beyond 10 feet from the cabin or outbuilding except by written permission from Lessor. Trees planted by Lessees on the site shall become the property of the County upon transfer, termination or cancellation of the lease.
10. Occupancy and use under this lease is not intended to be for permanent residence or commercial development. Nothing in this lease is intended in any way to increase local or State governmental services. Lessor shall not be responsible for the construction or maintenance of any road or trail to the leased site. Lessees shall not construct any roads or further develop existing roads unless authorized by Lessor. Failure of Lessees to reasonably cooperate with other Lessees in the maintenance of ingress and egress routes shall be grounds for the revocation of this lease.
11. Lessees are prohibited from barricading any driveways, roads or constructing any fences or stringing wire cable on the land without specific written authorization from Lessor. The terms, conditions and covenants of this lease do not prohibit or restrict the general public from passage by foot or vehicle travel across County land, except upon the actual site where Lessees have buildings or other structural improvements. Lessees shall not post "No Trespass" or "No Hunting" or similar signs on any part of the leased premises except upon buildings, parking sites, and docks erected by Lessees for private use.
12. This lease shall terminate on January 31 of each year or earlier upon failure to pay when due the annual rental fee for the lease. Lessor retains the right to terminate this lease immediately upon breach of any of the covenants or conditions indicated in the lease, or because of disorderly or otherwise objectionable conduct by Lessees or those occupying the premises with the permission of the Lessees. This lease may be cancelled by the Lessor upon thirty (30) days written notice sent to Lessees at the last address provided by Lessees. No refund or advance rental previously paid by Lessees will be allowed.

Lessees may surrender this lease by giving Lessor thirty (30) days written notice of such intention directed to the Land Department and by paying all rents, taxes or other charges due up to the date of surrender. Lessees understand and agree that Lessor shall not refund any rental fee previously paid upon Lessees' surrender.

Upon surrender, termination or cancellation of this lease, if all rentals, taxes and other charges are paid, Lessee shall remove all buildings and personal property owned by Lessees from the premises within three (3) months after the date of surrender, termination or cancellation. Additional time may be granted in the discretion of Lessor for extenuating circumstances. Lessees agree to leave the property in good condition or as otherwise prescribed by Lessor. If Lessees fail to remove any property within the times above stated for surrender, termination or cancellation, time being of the essence, all such property remaining after expiration of such time shall become, by virtue of such failure to remove, the property of Lessor to be used or disposed of as its officers or agents elect, and Lessees may be ejected or removed from said premises upon unlawful holdover after termination of this lease. If the County must dispose of such former personal property items on the lease site, the Lessee will be liable and shall be billed for all costs. An extended period of time to remove said building shall not include the right to occupy said buildings after surrender, termination or cancellation notice.

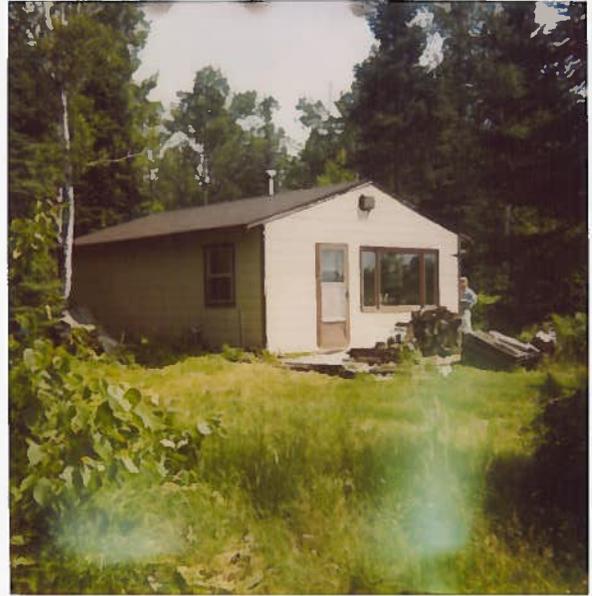
- 13. LESSEES AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY OF ST. LOUIS, ITS AGENTS AND EMPLOYEES, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER ARISING OUT OF OR BY REASON OF THE EXECUTION OR PERFORMANCE OF THE TERMS AND CONDITIONS PROVIDED FOR IN THIS LEASE. LESSEES FURTHER AGREE TO DEFEND AT THEIR OWN SOLE COST AND EXPENSE ANY ACTION OR PROCEEDING COMMENCED FOR THE PURPOSE OF ASSERTING ANY CLAIMS OF WHATSOEVER CHARACTER OR NATURE AGAINST THE COUNTY OF ST. LOUIS, ITS EMPLOYEES, OR AGENTS. LESSEES SHALL PROVIDE LESSOR WITH IMMEDIATE NOTICE OF ANY PERSONAL INJURY OR PROPERTY DAMAGE FROM WHATEVER CAUSE OCCURRING TO THIRD PARTIES ON THIS LEASE SITE.
- 14. Lessees understand and agree that the premises shall be subject to reasonable inspection by Lessor for purposes of appraisal or insuring compliance by Lessees with the provisions of this lease. If upon inspection it is found that the lease site and its surroundings are in non-compliance with the terms, covenants and conditions of this lease, Lessor retains the right to either immediately terminate the lease or serve upon Lessees a notice of non-compliance indicating the steps necessary to bring the lease site and surroundings into compliance. Any required changes stated in the notice of non-compliance must be completed in the time period indicated in the notice, which in no circumstances shall exceed the period of one year. Lessees agree that no delay on the part of the Lessor in enforcing any of the conditions or covenants of this lease, or in terminating or revoking said lease shall be construed to be or operate as a waiver of any of the rights of Lessor hereunder.
- 15. All correspondence and questions arising under this lease shall be directed to Lessor at the address herein provided. All correspondence or notice shall be sent to Lessees at the address first indicated on the lease, unless notified otherwise by Lessees.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSEE: Paul Hoffmann - LESSEE: Brad Mc Govern
 Date: 7/25/88 Date: 7/25/88



L03880009 SAUNA
8x16 1/2' LCO
7-7-94 JL



L03880009 CABIN
20x28' LCO
7-7-94 JL



L03880009 TOILET
8x6' LCO
7-7-94 JL



LD FORM
Rev/mu/7/94

ST. LOUIS COUNTY LAND DEPARTMENT
LEASE INVENTORY/APPRaisal RECORD

Code: _____
Type: _____

SECTION 14, TOWNSHIP 54, RANGE 16, PARCEL NE NE

LEASE NUMBER L03880009 TERM ANNUAL

ON SITE INSPECTION DATE 7-7-94

I.D. DISPLAYED? YES X NO _____

INSPECTOR LARSON AREA DULUTH

LESSEE PAUL HABIGHORST

LAKE LITTLE LONG RIVER _____

239 JAY COOKE ROAD

STRUCTURE SETBACK 50 FT

ESKO MN 55733

MANAGEMENT UNIT _____

ACCESS:

LEASE TRANSFERABILITY:

Transferable X

Non-transferable _____

Why?

WELL NO _____ TYPE _____

SEPTIC NO _____ TYPE _____

COMM. ELECTRIC NO _____ TELEPHONE NO _____

BUILDINGS: Code Letter(s)	A	B	C	D	E
TYPE	DECK	CABIN	SAUNA	TOILE	
SIZE	7X25	20X28	8X16½	8X6	
SQ. FT.		560	132	48	
VALUE		6000	500	150	
TYPE OF CONSTRUCTION					
MATERIAL/SIDING	WOOD	HARDBOARD	LAP	SAME	
MATERIAL/ROOFING		ASPH SHING	SAME	SAME	
PAINTED/COLOR		MED TAN	SAME	SAME	
CONDITION/APPEARANCE					
WORK NEEDED					

TOTAL SQ. FT. 740 TOTAL VALUE \$6650 ASSESSOR'S VALUE \$ _____

RECOMMENDED LEASE FEE \$ _____ CALCULATION _____

COPIES: AO, FO, LCO, ASSESSOR

DESCRIPTIVE COMMENTS ON LEASE AND BUILDINGS:

CABIN:

NEWER LEASE SITE. CABIN IS ONLY ABOUT 50 FT FROM LAKE AND IS VISIBLE ACROSS LAKE FROM ELDE ROAD. LESSEE DID NOT KNOW ABOUT 150 FT. MINIMUM SETBACK.

TOILET:

ADDITIONAL NOTES:

FAIRLY REMOTE SITE EXCEPT AS NOTED ABOVE

NON-COMPLIANCE ITEMS (VIOLATIONS) TO BE INCLUDED IN NOTIFICATION LETTER:

- 1.
- 2.
- 3.
- 4.

NOTIFICATION LETTER:

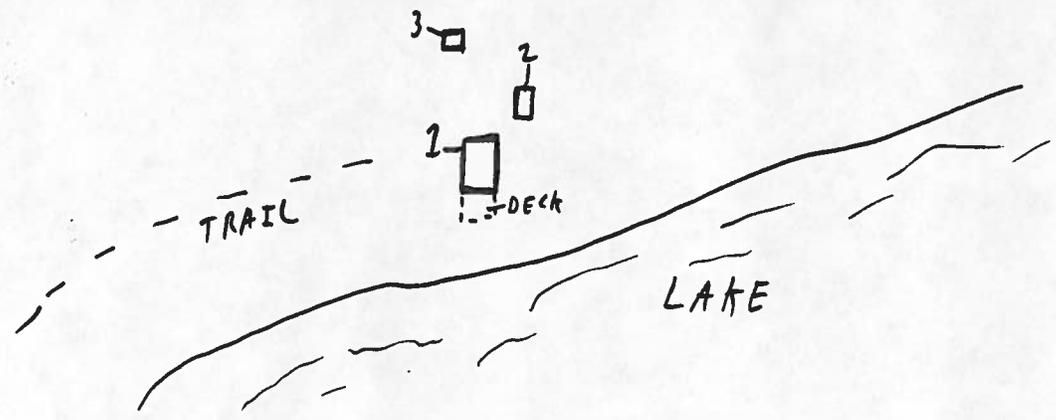
Date Sent _____

Compliance Date: _____

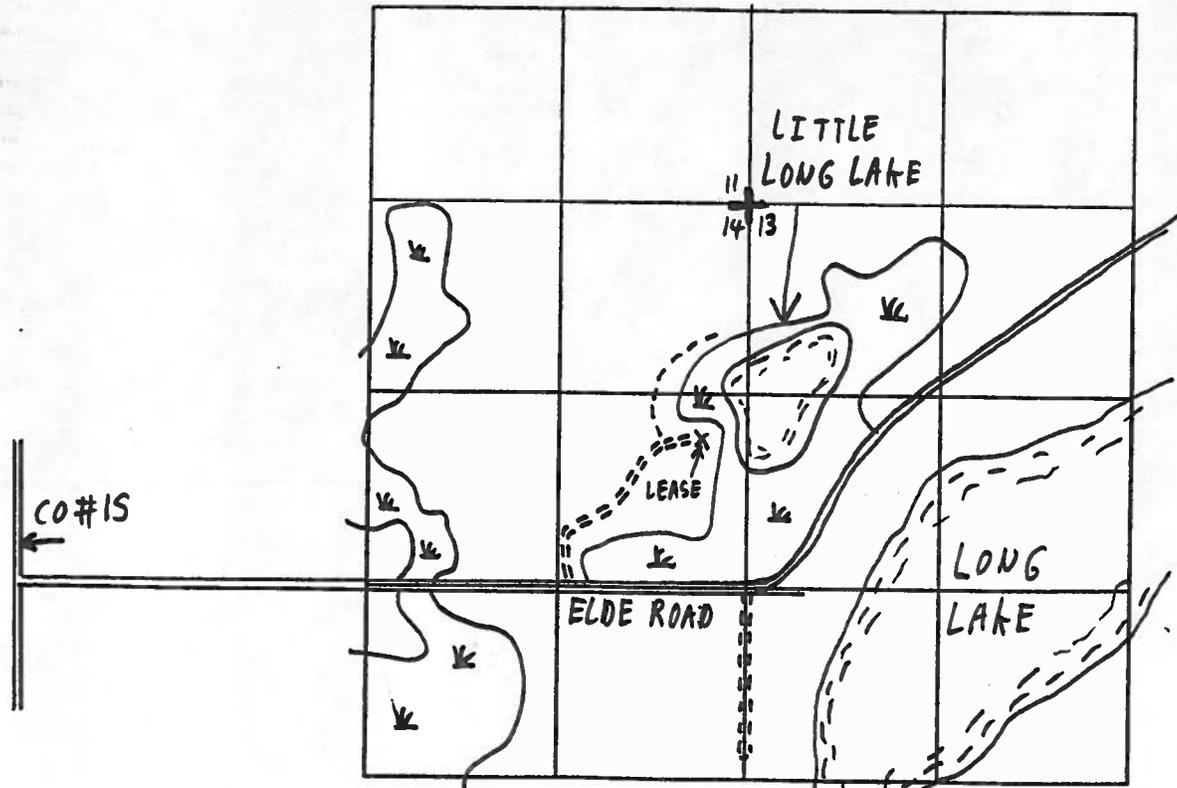
NEXT SCHEDULED INSPECTION:

LEASE NUMBER L0388 0009 NAME Haboghorst
SECTION 14 TOWNSHIP 54 RANGE 16 PARCEL NE-NE

SITE MAP (Scale Unknown)



SECTION MAP (4" = 1 MILE)



AERIAL PHOTO # 25-89 YEAR 89

LOCATION/ACCESS MAP ATTACHED? YES NO X

COUNTY OF ST. LOUIS
INTER - DEPARTMENT

From

George

To

Jim Larson / John T.

10/13/89

Re: 203880009 - Paul Habigdorst

Apparently Paul placed his cabin after contacting the Area Office. Cabin construction was approved 10/6/89.

Therefore no problem with the current construction or placement.

DEPARTMENTAL CORRESPONDENCE

TO: LEASE FILE
FROM: JIM LARSON
SUBJECT: L03880009 - PAUL HABIGHORST
DATE: September 27, 1991

Paul contacted me by phone 9-18-91 referring to letter dated 9-5-91. He asked me if he could construct his sauna 8 x 16 instead of 8 x 14. I said that was OK. He also asked if small deck in front of cabin could be 4½-5 feet wide. He had some pallet-like sections already made up to put on railroad ties in front. I said OK, as long as there is no further development at front of cabin. No railings on deck front and deck surface 18 inches or less from ground.

NEXT INSPECTION 9-92, after completion of buildings and siding.

RECEIVED

SEP 30 1991

LAND COMMISSIONER



Saint Louis County

LAND DEPARTMENT • 5713 Old Miller Trunk Highway, Duluth, Minnesota 55811-1221
(218) 729-8480

John Thompson
Area Land Manager

September 5, 1991

Paul Habighorst
239 Jay Cooke Road
Esko, MN 55733

RE: Shoreland Lease Site L03880009

Dear Mr. Habighorst:

I have tried to contact you by phone, but need to send you a letter regarding your lakeshore lease. First of all, I must address your request for building a sauna and deck. Your cabin was placed too close to the lake, approximately 85 feet from high water mark. Minnesota lakeshore development standards require building setback of 150 feet from high water mark on a lake classified as a "Natural Environment" lake. Little Long Lake has this classification. We are not going to require you to move the cabin. However, we do not want any more development at the front of the cabin facing the lake.

You are authorized to construct an 8 x 12 sauna as requested, but it must be constructed behind the front of the cabin and screened from the lake by vegetation. It would be preferable to locate the sauna to the rear of the cabin. In regard to a deck--if you construct a deck by your front door (facing the lake), maximum width will be four feet out from the cabin and the deck surface is to be kept low, within 1½ feet of ground level. If you want to construct a larger deck, place it to either side of the cabin, but do not extend it beyond four feet in front.

I inspected your lease on August 29, 1991. I noted that your 20 x 28 cabin and 6 x 8 outhouse are finished except for siding and painting. As per our lease agreement, structures should be finished within three years of our issuance of your lease. Your lease was issued in late July 1988, so it should be completed by August 1, 1992. I hope this will give you ample time to complete construction of a sauna and finish the structures with siding and painting. Keep in mind that the finished color should be earth-tone to blend with surroundings. Color should be a medium-dark green or brown. In your case particularly, do not use a light stain or paint, due to the visibility of your cabin from the lake. Also, it is preferable to match the finish of all three structures.

LC0

Thank you for contacting me as to your building intentions. Feel free to contact me if you have any questions pertaining to your lease.

Sincerely,

A handwritten signature in cursive script that reads "Jim Larson".

JIM LARSON
Forest Tech II

Hi —

Wed like to put in a
Sauna - 8' x 16' +

(plus siding - Board + Batter)

Dist # L03880009

~~Paul Habighorst~~
239 Jay Cooke Rd
Esbo, MN 55733
879-7318

IN 5501



SEP 04 1991

LAND COMMISSIONER

Land Depart
Rm 607

2nd ST

55802

LO3880009

John

We would like to put in
a Sauna 8' x 12' + Deck on
Cabin. OK.

thans

879-7318

Duluth AO

Paul Habighorst.
239 Jay Cooke Rd
Sako, MN 55733

St. Louis County

LAND DEPARTMENT

October 6, 1989

Land Commissioner,
John J. Vogel
Deputy Land Commissioner
Jerry E. Murphy

3913 Miller Trunk Hwy.
Duluth, Minnesota 55811-1221
(218) 729-8480

Paul Habighorst
239 Jay Cooke Road
Esko, MN 55733

RE: Construction Request on St. Louis County Shoreland Cabin
Site Lease (L03880009)

Dear Mr. Lahti:

Upon review, we have no objection to your plans to build a cabin
on your new lease site.

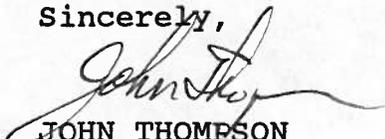
Our main concerns are:

- 1) Cabin built on site monumented by the Land Department.
- 2) Earth tone color of structures.
- 3) No garbage pits; take out what you bring in.
- 4) We note the size of your cabin will be 28' x 20'.

Your plans appear to meet the terms of our lease.

Thank you for your cooperation. If you have any questions,
please call this office.

Sincerely,


JOHN THOMPSON
Area Land Manager

JT/kh

cc: Kirk
Assessor
Area
Field

RECEIVED

OCT 13 1989

LAND COMMISSIONER

America's Iron Ore Center...

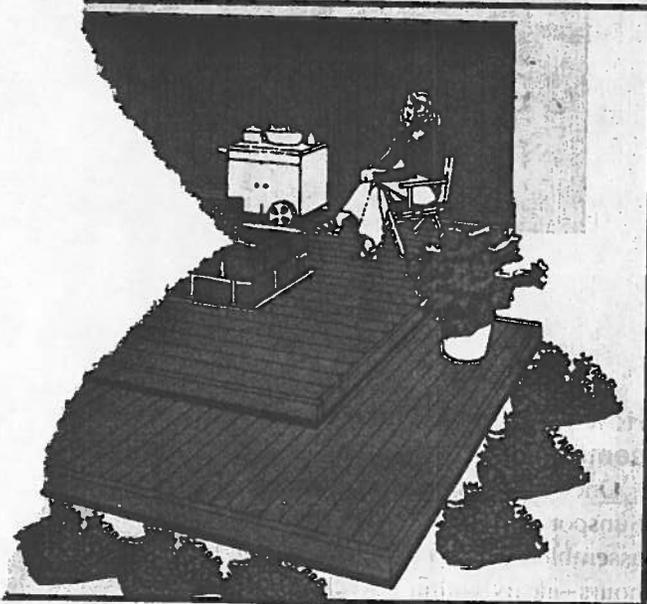


at the Head of the Seaway

"An Equal Opportunity Employer"

MENARDS Home Owners' Review

For Summer!



Homeowner can build a deck! It has become popular summer do-it-yourself projects.

Easy How-To's Inside:

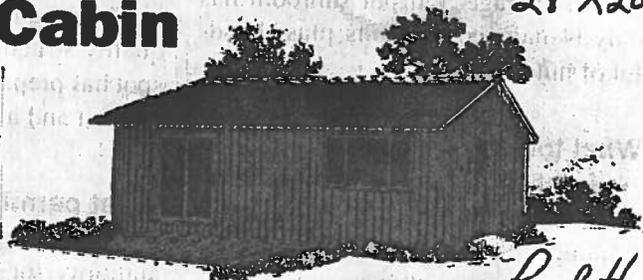
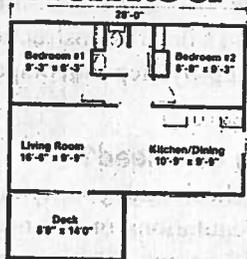
- *Painting Your House
- *Automatic Sprinklers
- *Driveway Care
- *Landscaping Options

And more!

L03 88 0009

28'x20'

Malibu Cabin



Build An Affordable Vacation Home!

Need to get away from it all? Here's the perfect getaway! The cozy Malibu cabin from Menards gives you the essentials of a vacation home at an affordable price. The Malibu is well-insulated and can easily be adapted to meet your requirements. Check out the Malibu Cabin plan in Menards Building Materials department, and start planning your summer getaway!

The Malibu Cabin includes:

- construction grade lumber
- pre-hung doors and patio door
- fiberglass insulation
- pre-cut studs
- all windows
- deck
- 20-year warranty shingles
- moulding, trim, gypsum wallboard
- plywood siding

Paul Habiglow
239 Jay Coble Rd
Estero, MN
55733

...que pit,
...ivities.
...outdoor
...your deck
...ffic room,
...n, or
...use.
...ts
...d-
...eas!



SHORELAND LEASE AUCTION
St. Louis County Land Department
ROOM 607 GOV'T SERVICES CENTER
320 W. 2nd Street
DULUTH, MN 55802

RECEIVED

JUN 10 1988

LAND COMMISSIONER

DO NOT OPEN

SEALED BID

FACT SHEET

Little Long Lake: Tract #43
(Located in the NE1/4-NE1/4, Sec. 14, Twp. 54N., Rge. 16W.)

Little Long Lake (19 acres) is located east of Cotton, Minnesota. Follow County Hwy. #52 east from Cotton for 6.3 miles. Turn south onto a gravel road (Co. Rd. #15) for 1.5 miles. Turn east onto another gravel road (Co. Rd. #973) for 0.8 miles. Park and follow signs. The lease site will be accessed by a woods road, part of which needs to be cleared, and part of which is already developed and used by the other leaseholders on the lake.

Structural setback requirements for this lake are 200 feet from the high water mark.

TRACT #43 -

This site is on the northwest corner of the lake. It has a gentle south facing slope. The entire site is wooded (aspen, birch, balsam fir). The lease site measures approximately 400 feet deep and 270 feet wide on its back side, with more than 320 feet of shoreline frontage.

Prospective bidders are encouraged to make their own on-site inspection of the property. If you wish to submit a bid, please complete the bid form supplied with your packet, referring to the tract # and lake, and mail it in the yellow envelope provided. Only one bid per bid form. Additional bid forms are available by writing this office or calling (218)726-2606.

MAP OF
ST. LOUIS CO. SHORELAND LEASE SITES

LITTLE LONG LAKE

LOCATED IN

TOWNSHIP 54N. RANGE 16W. SECTIONS 13 & 14

SURVEYED & DRAWN BY:

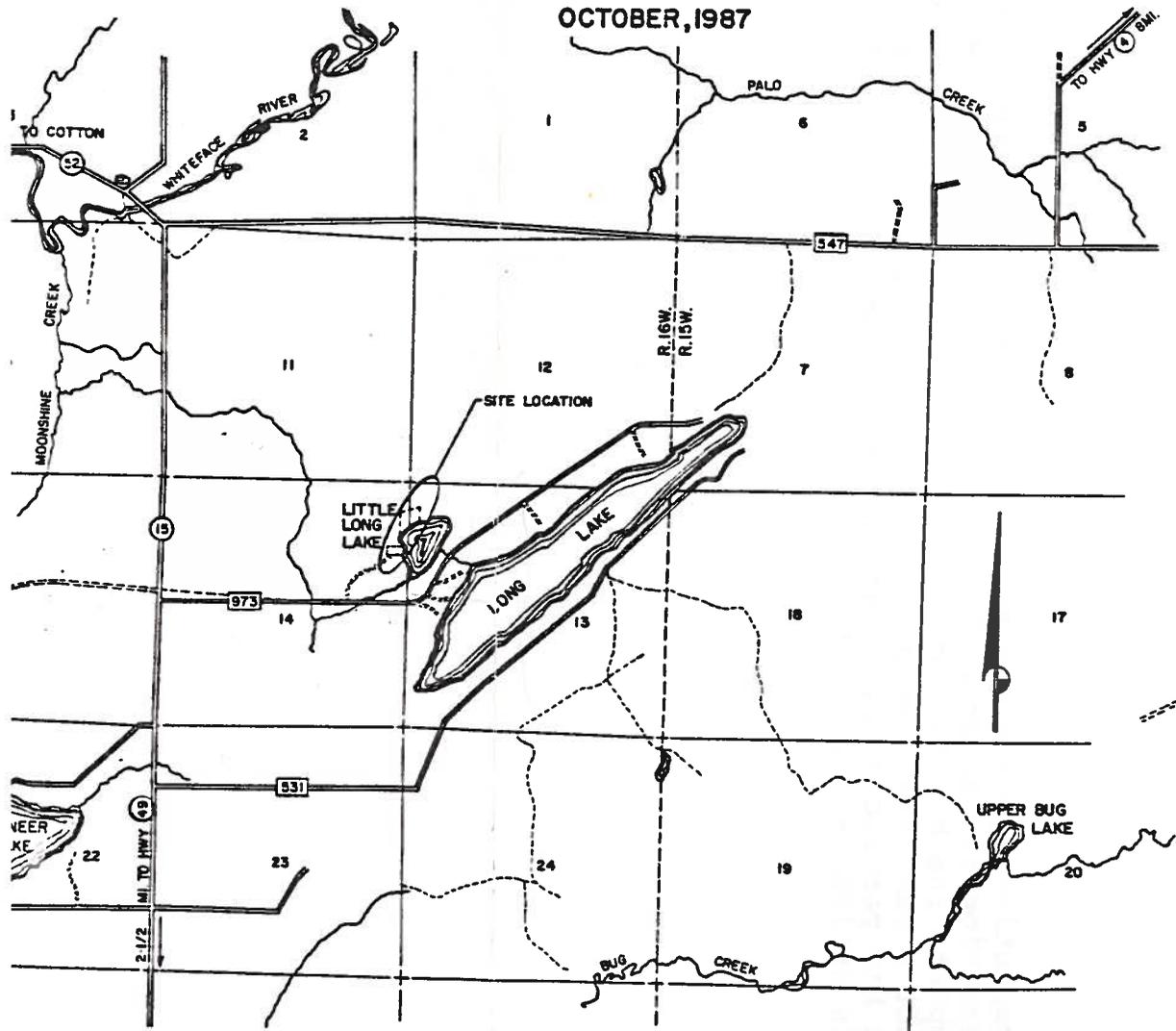
ST. LOUIS COUNTY-DEPARTMENT OF LAND INVESTMENT

OCTOBER, 1987

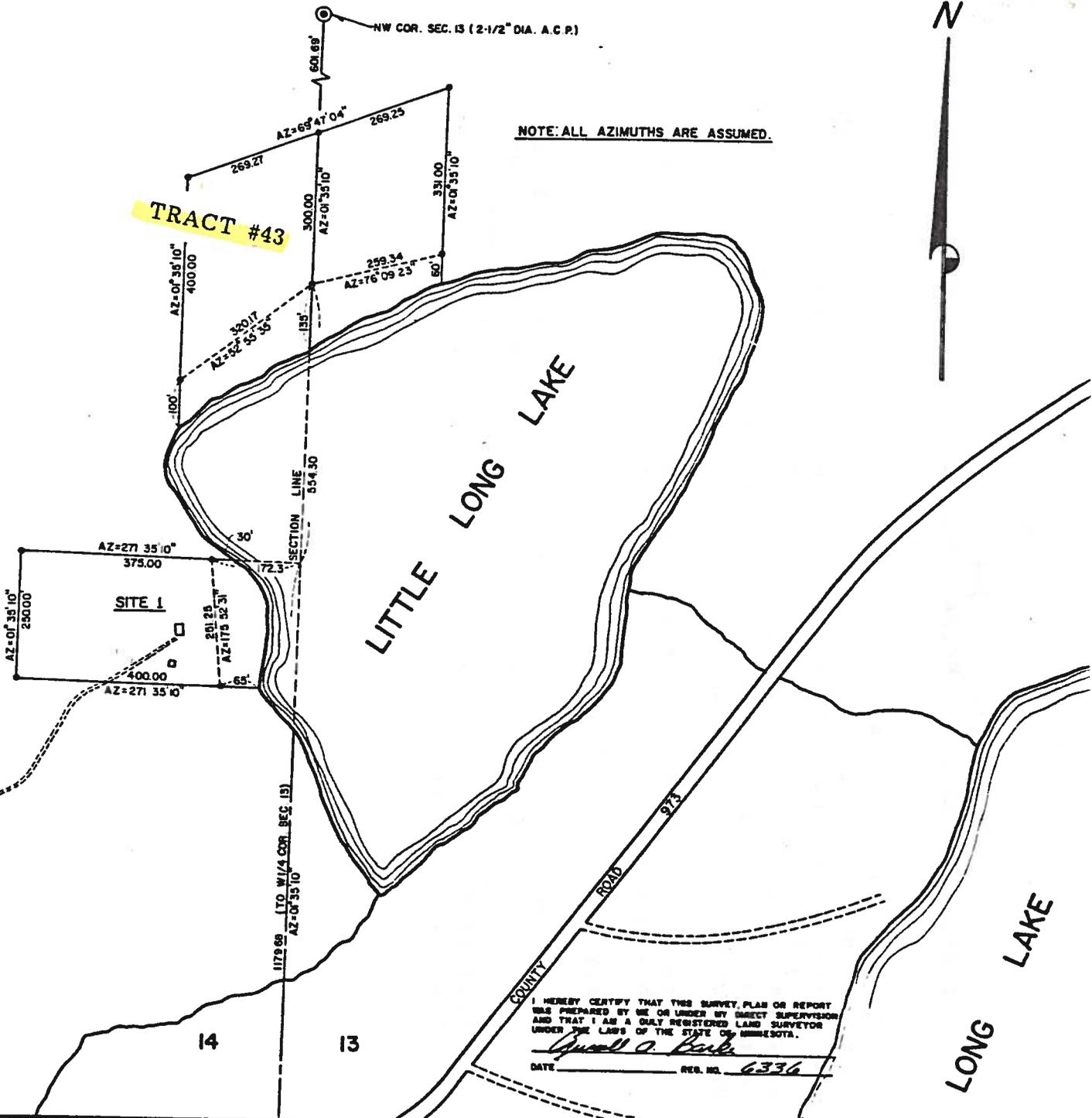


NOTE: ALL AZIMUTHS ARE ASSUMED.

TRACT #43



LOCATION MAP (NOT TO SCALE)



I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A QUALY REGISTERED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MINNESOTA.
Quell A. Banks
DATE _____ REG. NO. 6336

L03880009 *Berry, William*
~~Paul Habighorst~~ *McCorm, Bradley*
Site #43, Little Long Lake,
13-54-16 and 14-54-16