

L03880010

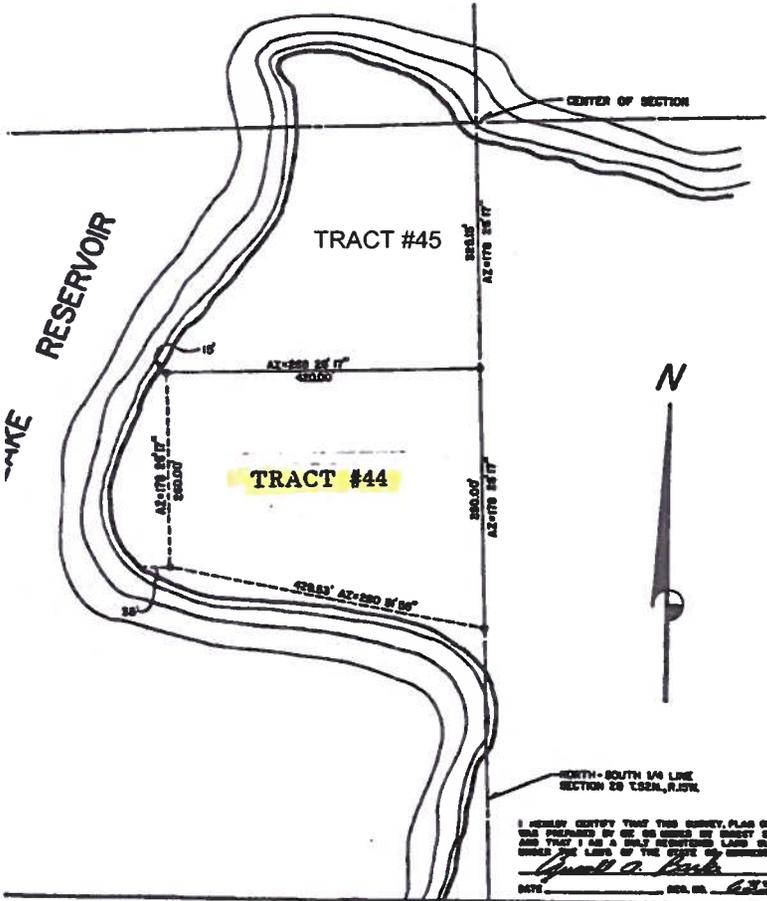
~~Oden, Clay W.~~

Lind, Curtis

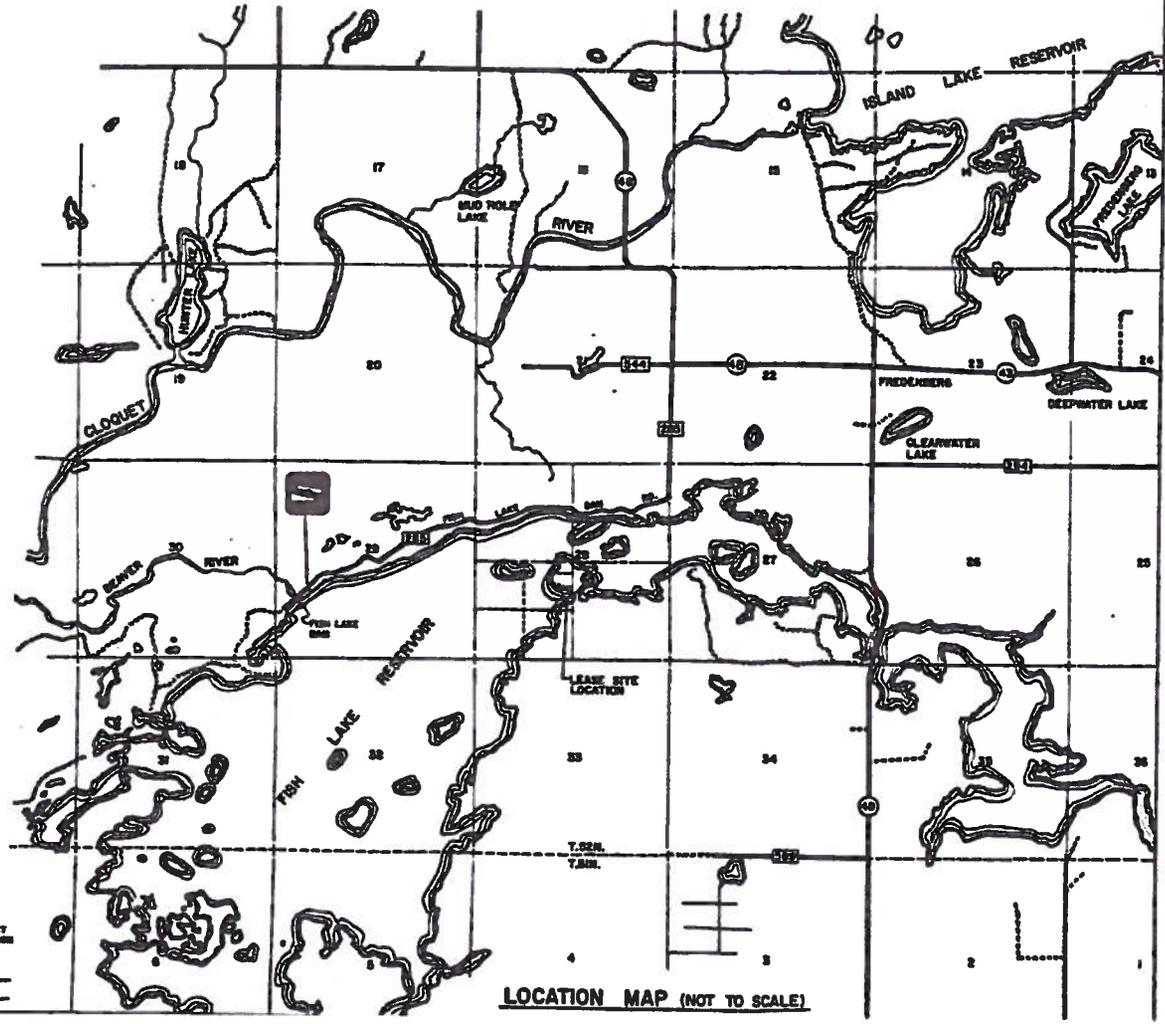
Sala, John

FISH LAKE RESERVOIR LAKESHORE LEASE SITE
 LOCATED IN NE1/4 of SW1/4 of SECTION 28 TOWNSHIP 52N., RANGE 15W.

SURVEYED & DRAWN BY:
ST. LOUIS COUNTY-DEPARTMENT OF LAND INVESTMENT



I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly registered land surveyor under the laws of the State of Missouri.
Donald A. Fink
 DATE: _____ REG. NO. 6236



LOCATION MAP (NOT TO SCALE)



St. Louis County Land and Minerals Department

Robert L. Krepps Land and Minerals Director

www.stlouiscountymn.gov
landdept@stlouiscountymn.gov

7/11/2012

Primary Lessee:

Joint Lessee:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH, MN 55804

JOHN SAICE
3935 NELSON RAOD
DULUTH, MN 55802

RE: Shoreland Lease L03880010

Inspection Date: 6/11/2012

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: 6/1/2015

Please note that the outhouse is in need of paint or stain. Please paint in an earthtone color by the comply date. Thank you.

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

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

Individual Lease Summary:

Lease Number: L03880010

Wed. Jul 11, 2012

NE 1/4 SW 1/4 S: 28 T: 52 R: 15

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH MN 55804
218-726-2207

JOHN SAICE
3935 NELSON RAOD
DULUTH MN 55802
218-724-0595

Area: Pike Lake Management Unit 5 Appr. Value: 14000 Renewal Cost: 606.31

Square Feet: 888 Transferable: Y Transferable Reason:

Property Access: Usiak Rd off Lavaque Rd for 1.5 miles (becomes Amundson Rd), Sunset Ridge to North Sunset Ridge. Fire #6155. Road ends at driveway. Follow the West tree line to follow trail to cabin.

Lease Comments: GPS 0557010 5200783. Eagle nest 150' North of cabin. Boat launch and dock. 100' to cabin and shed. Shed & outhouse are another 20 ft away.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 6/11/2012 Next_Inspection: 6/1/2015

Shoreland Lease Information:

Site# 1

LAKE_RIVER: FISH LAKE
SITE_VALUE: 53

SITE_ACRES: 0
LKCLS_CODE: RD

SITE_FEET: 260
DATE_UPDT: 12/28/1993

Type: Storage Shed Details of Type: Storage shed is 12'x8'=96 sq ft. It has vertical plywood siding and stained light brown.
Paint/Color: Brown

Construction Type Frame Siding Plywood Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 12 X 8 Square Feet of Building: 96 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Toilet Details of Type: Outhouse is a 6x4+24 sq ft structure with vertical plywood siding and was stained light brown.
Paint/Color: Brown

Construction Type Frame Siding Plywood Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 6 X 4 Square Feet of Building: 24 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed): Could use stain or paint

Type: Cabin Details of Type: Cabing is a 32'x24'=768 sq ft structure with vertical plywood siding and stained brown. There is a wrap around open deck in 3 sections: 10x24=240 sq ft; 5x8=40 sq ft; and 5x19=95 sq ft. Total sq ft (not included) is 375 sq ft.
Paint/Color: Brown

Construction Type Frame Siding Plywood Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 32 X 24 Square Feet of Building: 768 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Individual Lease Summary:

Lease Number: L03880010

Wed. Feb 10, 2010

NE 1/4 SW 1/4, S: 28 T: 52 R: 15

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH MN 55804
218-726-2207

JOHN SAICE
3935 NELSON RAOD
DULUTH MN 55802
218-724-0595

Area: Pike Lake Management Unit 5 Appr. Value: 14000 Renewal Cost: 578.26
Square Feet: 888 Transferable: Transferable Reason: 1,

Property Access: Usiak Rd off Lavaque Rd for 1.5 miles (becomes Amundson Rd), Sunset Ridge to north Sunset Ridge to end. Fire # 6155.

Lease Comments: Very nice and kept up. All buildings sided with plywood and stained tan. No problems. 7/13/06-Scaffolding next to shack, insulation falling out underneath, lots of scrap lumber and building materials underneath, white metal 5 gallon pail and barrel cover near wood pile, half of outhouse roof is fiberglass. GPS 0557010 5200783. 7/3/07-Re-inspection. Lease tag now displayed. Garbage disposed of. A-OK.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/16/2009 Next_Inspection: 6/1/2012

Shoreland Lease Information:

Site# 1

LAKE_RIVER: FISH LAKE
SITE_VALUE: 53

SITE_ACRES: 0
LKCLS_CODE: RD

SITE_FEET: 260
DATE_UPDT:12/28/1993

Type: Storage Shed

Details of Type:

Paint/Color: stained brn

Construction Type Frame Siding Plywood Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 12 X 8 Square Feet of Building: 96 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Toilet

Details of Type:

Paint/Color: stained brn

Construction Type Frame Siding Plywood Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 6 X 4 Square Feet of Building: 24 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Deck/Porch

Details of Type:

Paint/Color:

Construction Type Frame Siding Roofing Structure Setback: 0
Size (nearest .5 ft) 10 X 32 Square Feet of Building: 320 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

Type: Cabin

Details of Type:

Paint/Color:

Construction Type Frame Siding Plywood Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 32 X 24 Square Feet of Building: 768 Included in Total? Bldg. Condition: Fair
Work Needed? Description (if needed):

St. Louis County, Land Department

Wednesday, January 13, 2010

Legal Description

NE 1/4 SW 1/4, S: 28 T: 52 R: 15

5713 Old Miller Trunk Highway
Duluth, MN 55811

Jason Meyer
Area Manager - Duluth
(218) 625-3700

Primary Lessee:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH, MN 55804

Joint Lessee:

JOHN SAICE
3935 NELSON RAOD
DULUTH, MN 55802

RE: ST. LOUIS COUNTY:
SHORELAND LEASE

L03880010

Inspection Date: 7/16/2009

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,

Andy Holak
Recreation Specialist

C: LCO
AO
FO

St. Louis County, Land Department

Tuesday, July 10, 2007

Legal Description

NE 1/4 SW 1/4, S: 28 T: 52 R: 15

5713 Old Miller Trunk Highway
Duluth, MN 55811

John Thompson
Area Manager

(218) 625-3700

Primary Lessee:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH, MN 55804

Joint Lessee:

JOHN SAICE
3935 NELSON ROAD
DULUTH, MN 55802

RE: St. Louis County:
SHORELAND LEASE

L03880010

Inspection Date: 7/3/2007

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

St. Louis County, Land Department

Thursday, August 3, 2006

Legal Description

NE 1/4 SW 1/4, S: 28 T: 52 R: 15

5713 Old Miller Trunk Highway

Duluth, MN 55811

John Thompson

Area Manager

(218) 625-3700

Primary Lessee:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH, MN 55804

Joint Lessee:

JOHN SAICE
3935 NELSON RAOD
DULUTH, MN 55802

RE: St. Louis County:

SHORELAND LEASE L03880010

Inspection Date: 7/13/2006

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:	6/1/2007	Please display the enclosed metal ID tag above the door to your cabin.
2	Violation: 0501	Improper storage of construction materials Warning
Compliance Date:	6/1/2007	The lumber, building materials and fallen styrofoam insulation under the cabin and the scaffolding next to the cabin need to be removed from the site and disposed of properly.

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

Friday, June 28, 2002

Legal Description

NE 1/4 SW 1/4, S: 28 T: 52 R: 15

5713 Old Miller Trunk Highway

Duluth, MN 55811

John Thompson

Area Land Manager

(218) 729-8480

Primary Lessee:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH, MN 55804

Joint Lessee:

JOHN SAICE
3935 NELSON RAOD
DULUTH, MN 55802

RE: St. Louis County:

SHORELAND LEASE L03880010

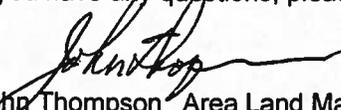
Inspection Date: 5/22/2002

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: 0901	Improper solid waste disposal (under 30 gal) Warning
Compliance Date: 9/3/2002	Remove and dispose of unused dock sections which are piled against the shoreline.	

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

St. Louis County, Land Department

Friday, June 25, 1999

Legal Description

NE 1/4 SW 1/4, S: 28 T: 52 R: 15

5713 Old Miller Trunk Highway
Duluth, MN 55811
John Thompson
Area Land Manager
(218) 729-8480

Primary Lessee:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH, MN 55804

Joint Lessee:

JOHN SAICE
3935 NELSON RAOD
DULUTH, MN 55802

RE: St. Louis County:

SHORELAND LEASE L03880010

Inspection Date: 5/26/1999

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: 0901	Improper solid waste disposal (under 30 gal) Warning
Compliance Date: 8/15/1999		Dispose of the pile of cement cylinders and old wood and pipes piled in the woods by the 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

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:

CURTIS LIND
6166 NORTH TISCHER ROAD
DULUTH MN 55804
TELEPHONE: (218) 726-2207

JOHN SAICE
3935 NELSON ROAD
DULUTH MN 55802
TELEPHONE: (218) 724-0595

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 # 1 on FISH LAKE located in NE $\frac{1}{4}$ -SW $\frac{1}{4}$ Section 28, Township 52 N., Range 15 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 31, 1995 through January 30, 1996 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.

RECEIVED

AUG 22 1997

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 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:**

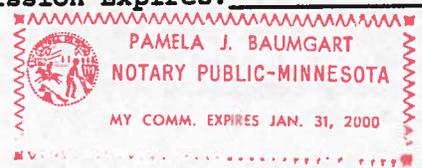
LESSEE Curtis W Lind
Date: 8/5/97

LESSEE John P Saice
Date: 8/5/97

Subscribed & Sworn to before me on this
5th day of August, 1997

Pamela J Baumgart
NOTARY PUBLIC

My Commission Expires: 1-31-2000

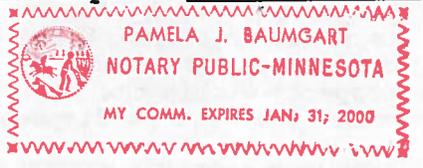


FOR ST. LOUIS COUNTY AUDITOR

Subscribed & Sworn to before me on this
5th day of August, 1997

Pamela J Baumgart
NOTARY PUBLIC

My Commission Expires: 1-31-2000



BY: [Signature]
Land Commissioner's Representative

Date: 8-19-97

LCO
AO

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

**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.

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: CLAY W. ODDEN Tenant: CURTIS LIND

Address: 1620 SOUTH ROAD Address: 6166 N TISCHER ROAD

DULUTH MN 55811

DULUTH MN 55804

Daytime

Phone: (218) 724-2447

Daytime 8334

Phone: (218) 525-6804

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease #L 3880010

issued for RECREATIONAL CABINSITE LEASE purposes in: 28-52-15 to _____.

Signature: *Clay W. Odden*

Signature: *Curtis Lind*

Date: 6/24/97

Date: 6-24-97

Subscribed and sworn to before me on this 24 day of June, 1997

Subscribed and sworn to before me on this 24 day of June, 1997

Sandra Lee Conner
NOTARY PUBLIC

Sandra Lee Conner
NOTARY PUBLIC

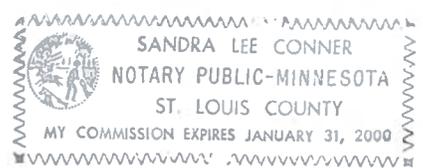
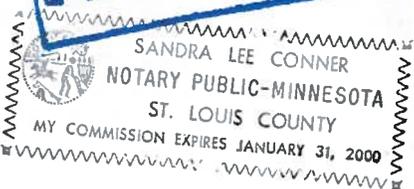
My Commission Expires: 1-31-2000

My Commission Expires: 1-31-2000



PARTY(ies) BEING ASSIGNED LEASEHOLD INTEREST MUST

COMPLETE PART II (over).



MUST COMPLETE THE FOLLOWING:

Primary

Lessee: CURTIS LIND Age: 51 Tenant: JOHN SAICE Age: 57

Address: 6166 N. TISCHER RD Address: 3935 NELSON RD
DULUTH MN 55804 DULUTH MN 55802

Daytime Phone: (218) 726-2207 Daytime Phone: (218) 724 0595

I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in

L# 03880010 along with its responsibilities and obligations.

Signature: Curtis W Lind Signature: John R Saice

Date: 6/24/97 Date: 6/24/97

- Note:**
- 1) There is a \$75 fee for each lease assignment.
 - 2) Personal Property Tax Payments 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 X)

Circle One: Drilled-----Dug-----Drive-point

4) On-site septic system: (Yes _____ No X)

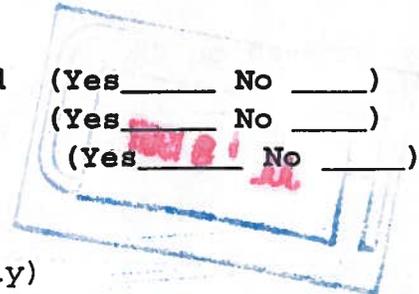
Approved by:

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

Date: 7-15-97

Personal Property Taxes Paid (Yes _____ No _____)
 Solid Waste Fees Paid (Yes _____ No _____)
 Road Association Dues Paid (Yes _____ No _____)

- CC: LCO
 AO
 LESSEE(s)
 CO. HEALTH DEPT. (Septic Systems Inspections Only)
 ASSESSOR
 SOLID WASTE



SHORELAND LEASE

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

PRIMARY LESSEE:

Clay W. Odden
1620 South Road
Duluth, MN 55811
TELEPHONE: 724-2447

JOINT LESSEE:

Curtis W. Lind
6166 N. Tischer Road
Duluth, MN 55804
TELEPHONE: 525-6804

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 # 1 on Fish Lake located in NE $\frac{1}{4}$ -SW $\frac{1}{4}$ Section 28, Township 52N., Range 15 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.

- 1. TERM OF LEASE.** The term of this lease shall be from January 31, 1995 through January 30, 1996 and shall be automatically renewed annually unless terminated.
- 2. 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.
- 3. 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 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 *Clyde Olson*

Date: *2/8/95*

LESSEE *Curtis W Lind*

Date: *2/8/95*

Subscribed & Sworn to before me on this

8th day of *February*, 19 *95*

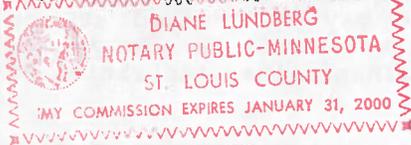
Diane Lundberg
NOTARY PUBLIC

Subscribed & Sworn to before me on this

8th day of *February*, 19 *95*

Diane Lundberg
NOTARY PUBLIC

My Commission Expires: *01/31/2000*



My Commission Expires: *01/31/2000*



FOR ST. LOUIS COUNTY AUDITOR

[Signature]
Land Commissioner's Representative

Date: *3-21-95*

LCO
AO

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

**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.

St. Louis County Land Department Cabin Lease Review

L03880010	CLAY W. ODDEN 1620 SOUTH RD DULUTH, MN 55811	CURTIS LIND 6166 N. TISCHER ROAD DULUTH, MN 55804
Location:	T52 R15 S28 NE¼-SW¼	Office: Duluth - 6
Tax Paid:		Well: None
Utility:	None	Septic: None
Access:		Total Sq.Ft: 888.00
LD Road:		Annual Fee: 401.95
		Estimated Value: 15,800.00
		Assessor's Value:

No	Structure*	Type	Siding	Roof	Dimensions	Sq.ft	Value
1	*Cabin	Frame	Plywood	Asphalt-Shingle	32.00*24.00	768.00	14,000
2	*Storage Sh	Frame	Plywood	Asphalt-Shingle	12.00* 8.00	96.00	1,000
3	*Toilet	Frame	Plywood	Metal	6.00* 4.00	24.00	300
4	Deck/Porch	Frame			10.00*32.00	320.00	500

Transfer: 1 Transferable

Comments: Very nice and kept up. All buildings sided with plywood and stained tan. No problems.



* = this structure is part of annual fee determination.

Report: Building.R

Date: 7/11/96 10:37 am

Lease No: L03880010

Lessee: CLAY W. ODDEN

Location: T52 R15 S28 NE $\frac{1}{4}$ -SW $\frac{1}{4}$ Office: Duluth

Insp No: 1 Date: 6/28/96 Inspector: Gene Becker

Violation Description

Compliance
Date/Days

Date
Resolved

No problems.

Report: Inspect.R

Date: 7/11/96 10:37 am

LEASE NUMBER LD3880010

NAME Clay W Odden

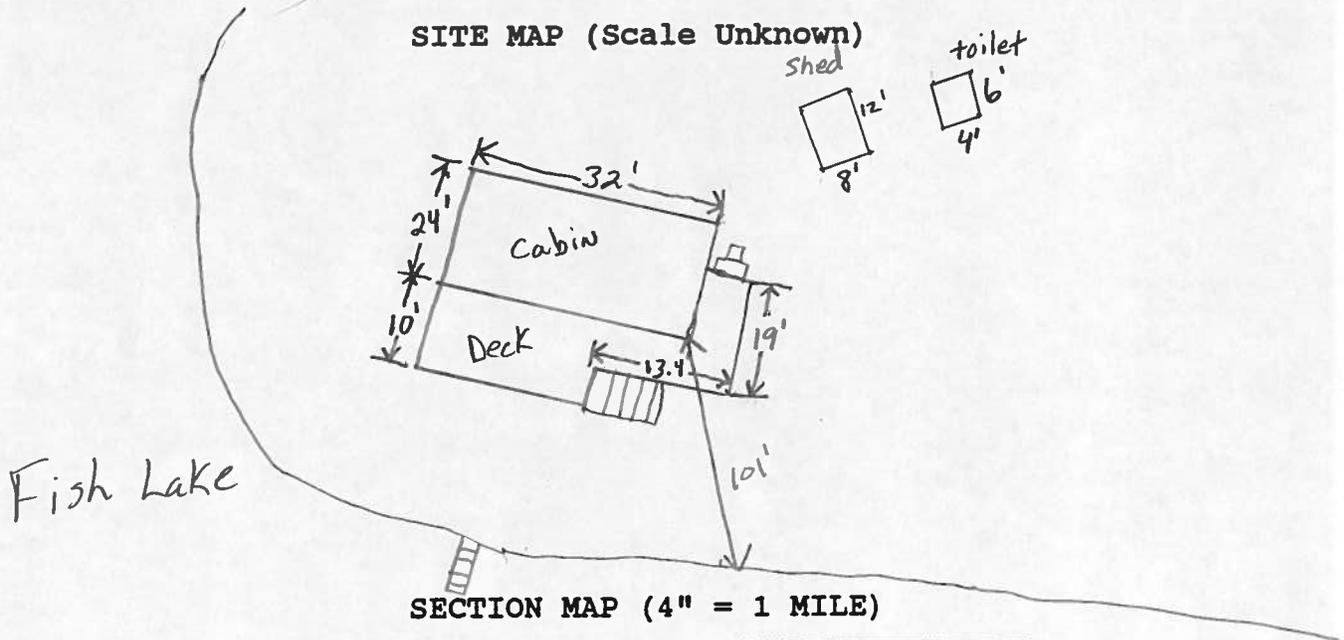
SECTION 28

TOWNSHIP 52

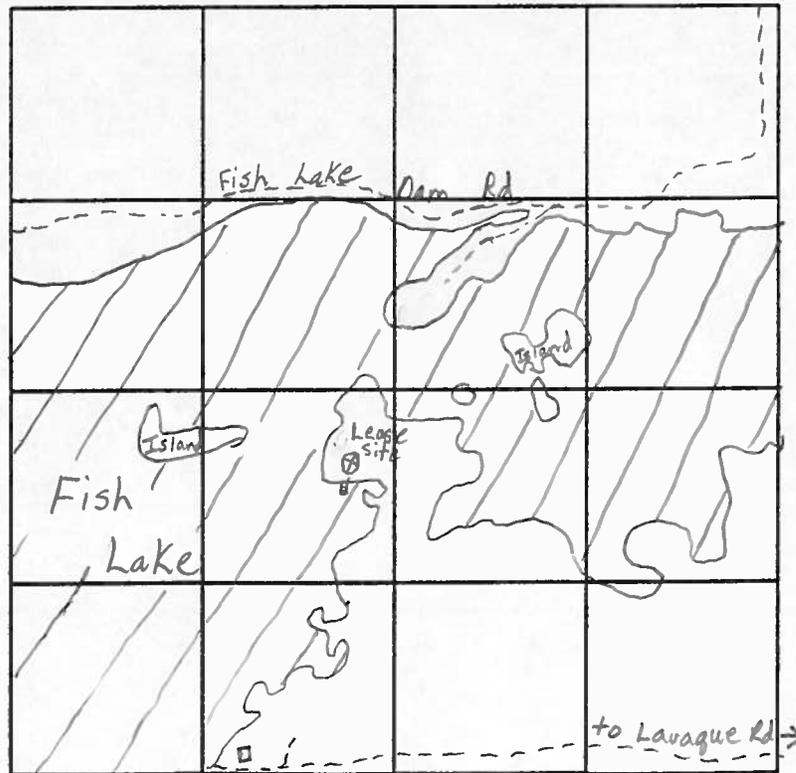
RANGE 15

PARCEL NF SW

SITE MAP (Scale Unknown)



SECTION MAP (4" = 1 MILE)



AERIAL PHOTO # 27-97 YEAR 1989

LOCATION/ACCESS MAP ATTACHED? YES NO

SHORELAND LEASE

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

LESSEE: Clay W. Odden
1620 South Rd.
Duluth, MN 55811
Telephone: (218) 724-2447

LESSEE: Curtis W. Lind
5215 Juniata Street
Duluth, MN 55804
Telephone: (218) 525-6864

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-five and 00/100 Dollars (\$ 165.00), 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 # 44 on Fish Lake located in NE-SW Sec. 28, Twp. 52, Rge. 15 Section 28, Township 52 N., Range 15 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 thirty Dollars (\$ 330.00), 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 Pershon
Land Commissioner's Representative

Date: 7/19/88

LESSEE: Clay W. Odden

Date: 7-14-88

LESSEE: Curtis W. Lind

Date: 7-14-88

Subscribed and sworn to before me this
14th day of July, 1988

Diane Lundberg
Notary Public

My Commission Expires

cc: AO
LCO ✓



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: Clyde D. O'Leary LESSEE: Curtis W. Lind
 Date: 7/14/88 Date: 7/14/88

DEPARTMENTAL CORRESPONDENCE

TO John T. DEPT Land
FROM Geo. DEPT _____
SUBJECT 203880010 (Odden) DATE 9/22/92

A transfer request is very likely for this lease.

My file has building plans but no record of an inspection having been completed. Please schedule an inspection before ice. This is accessible only by water and may be difficult, but it is one we need now. The up-side is that the crappies are biting!

St. Louis County

LAND DEPARTMENT

June 13, 1989

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

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

Clay Odden
1620 South Road
Duluth, MN 55811

Dear Mr. Odden:

I have reviewed your cabin plans for your lease site on Fish Lake (L03850010). The floor plan and setback you have indicated are satisfactory. However, limit the height to one story and paint it an earthtone color. Be sure to follow all other terms of the lease.

If you have any questions, feel free to call.

Sincerely,

Gene Becker

GENE BECKER
Forester I

6/16/89 copy sent to Co. Assessor w/ additions:
** 24'x32' floor plan*
** Fish Lake*
** NESW 28-52-15*

America's Iron Ore Center...

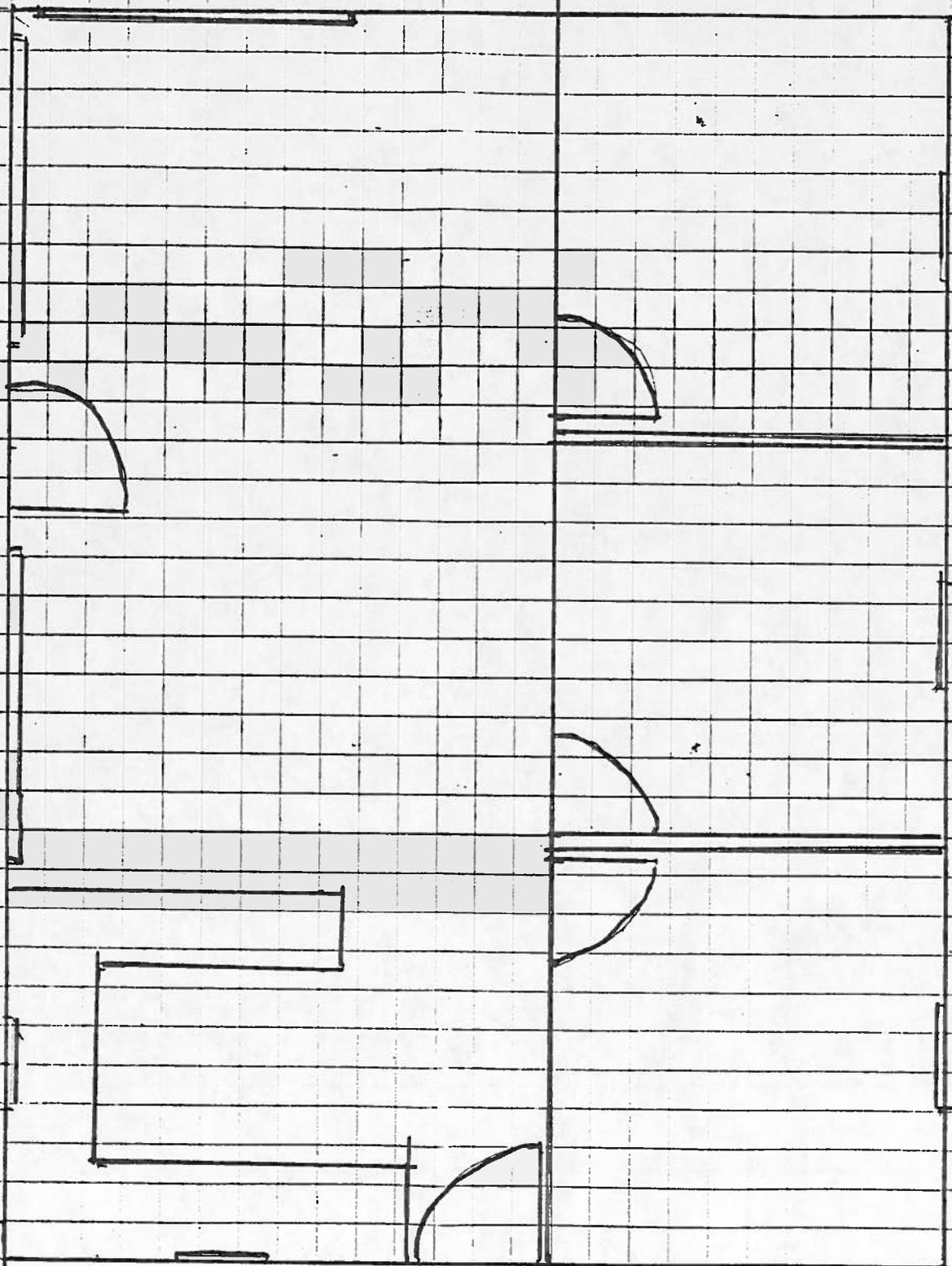


at the Head of the Seaway

"An Equal Opportunity Employer"

32'-0"

24'-0"



BID FORM

1988 St. Louis County Shoreland Lease Auction

Date Due: Sealed bids will be opened June 15, 1988 (Wed.) at 2:00 p.m. St. Louis County reserves the right to reject any and all bids.

Shoreland Lease Auction
St. Louis County Land Department
Room 607 Gov't Services Center
320 W. 2nd Street
Duluth, Minnesota 55802

203880018

I herewith submit a bid of \$ Three hundred Thirty
330.00 Dollars (\$ 330.00) for a St. 3
Louis County Shoreland lease of tract # 44 located on
Fish Lake Lake/Reservoir. This bid amount shall
represent the annual renewal fee for at least each of the first
three years of the lease.

NAME: Clay W. Odden
ADDRESS: 1620 South Rd.
Duluth Mn. 55811
PHONE: () 726-2034 (work)
724-2447 (home)
SIGNATURE: Clay W. Odden (Date): 6/12

Only one tract per bid form (more forms provided upon request). All bids must be submitted in the pre-addressed yellow envelopes provided by the Land Dept.

A \$25.00 check (made payable to "St. Louis County Auditor") must accompany this bid form, in the yellow pre-addressed envelope. The check will be returned to you if you are unsuccessful in the lease auction. If successful, the \$25.00 will be applied to and subtracted from the one-half of your bid amount which shall be your lease payment for the remainder of 1988. If you are the successful bidder on a lease site but decline the opportunity to enter into the lease, you will be charged \$25.00 and your check will be used as payment.

C. Odden
1690 S. Rd
Duluth
55811

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

DO NOT OPEN

RECEIVED

JUN 14 1988

LAND COMMISSIONER

SEALED BID

BUILDINGS:	Code → Letter(s)	A	B	C
TYPE		CABIN	SHED	TOILET
SIZE		24 X 32	8 X 12	4 X 6
SQ. FT.		1088	96	24
VALUE		7000	1000	400
MATERIAL/SIDING		PLYWOOD	PLYWOOD	PLYWOOD
PAINTED/COLOR		STAINED	STAINED	STAINED
CONDITION/APPEARANCE		NICE	NICE	NICE
NEEDED WORK		--	--	--

TOTAL SQ. FT 1208 TOTAL VALUE \$ 8400 ASSESSOR'S VALUE \$ _____
 RECOMMENDED LEASE FEE \$ _____ CALCULATION _____

SITE INSPECTION CRITERIA:	S	NS	COMMENTS
SITE LOCATION	X		
SITE APPEARANCE	X		
PROPER USE OF SITE	X		
SITE IDENTIFICATION		X	NO ID
SANITATION-GARBAGE DISP.	X		
SANITATION--TOILETS	X		
CONFLICTING LAND USE	X		
SURROUNDING TIMBER	X		
NON-CONFLICTING USE	X		
SITE SIZE	X		
SITE ACCESSIBILITY	X		BOAT
SITE SETBACK	X		101' SETBACK
SITE DENSITY	X		
COMPLIANCE - ALL REGS	X		

NON-COMPLIANCE ITEMS TO BE INCLUDED IN NOTIFICATION LETTER:

- SENT AN ID TAG
-
-
-
-

LETTER:
 S1 _____ S2 _____
 Date sent: 9-29-92
 Compliance Deadline: _____

ADDITIONAL NOTES:

REINSPECTION DATE: 9/28/97 INSPECTOR _____
 NOTES:

*** ATTACH: POLAROID AND/OR PHOTOCOPY SHEET ***

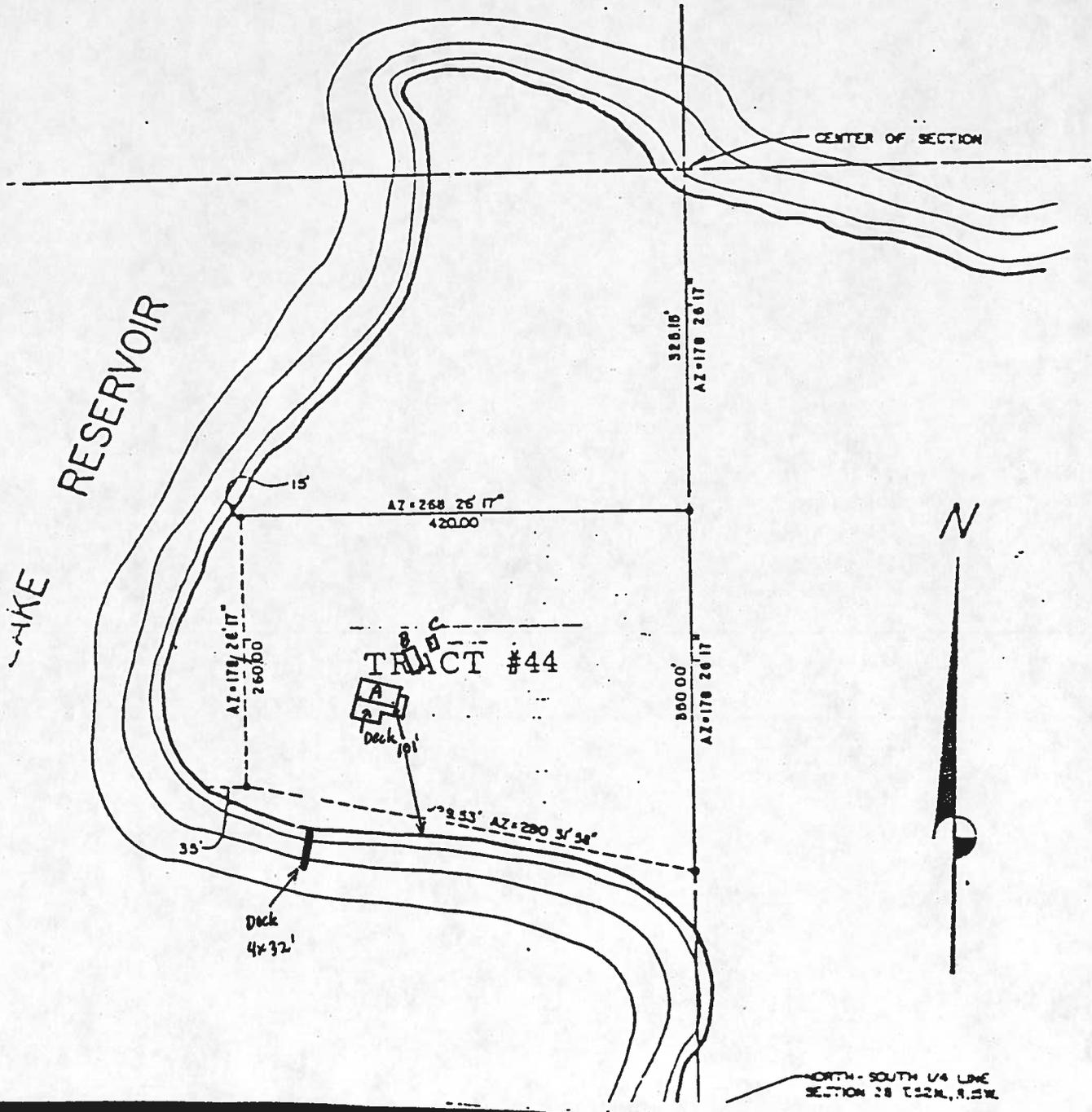
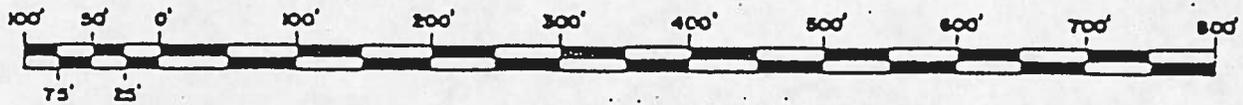
3580013
2

FISH LAKE RESERV

LOCATED IN NE1/4 of SW1/4 o

SURV

ST. LOUIS COUNTY - DE





L03880010

Eden

2



L03880010

Eden

2

Fish Lake: Tract #44
(Located in NE1/4-SW1/4, Sec. 28, Twp. 52N., Rge. 15W.)

Fish Lake Reservoir (3260 acres) is located north of Duluth, Minnesota. This County lease site is accessible only by boat (no road access). Follow County Hwy. #48 (LaVague Rd.) north from Hwy. #53, for 9.5 miles, to Fredenberg. Turn west for 1.0 mile and then south onto Co. Rd. #285 (a gravel road). Follow this gravel road south and west for 2.8 miles to the public water access on the north side of the reservoir. There are several private boat launch and parking areas available at local resorts. Check with resort owners for possible arrangements.

Structural setback requirements for this lake are 100 feet from the high water mark.

TRACT #44 -

This lease site is located on a peninsula of land on the south shore of Fish Lake. It faces west and southwest and is signed on its west side, along the shoreline. The site measures approximately 420 feet deep and 350 feet wide on its back side. Two of its sides front the lake for more than 700 feet of shoreling frontage.

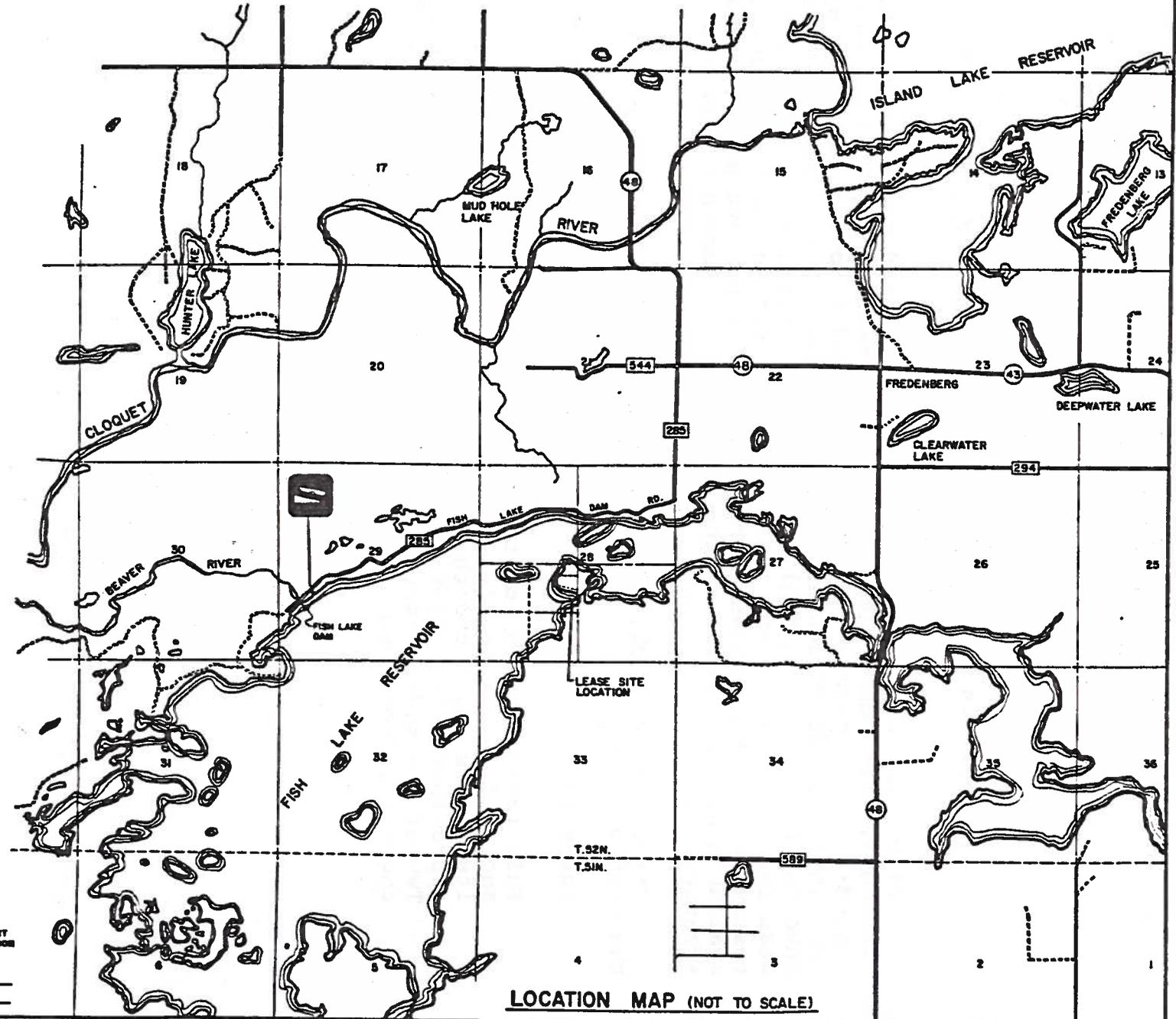
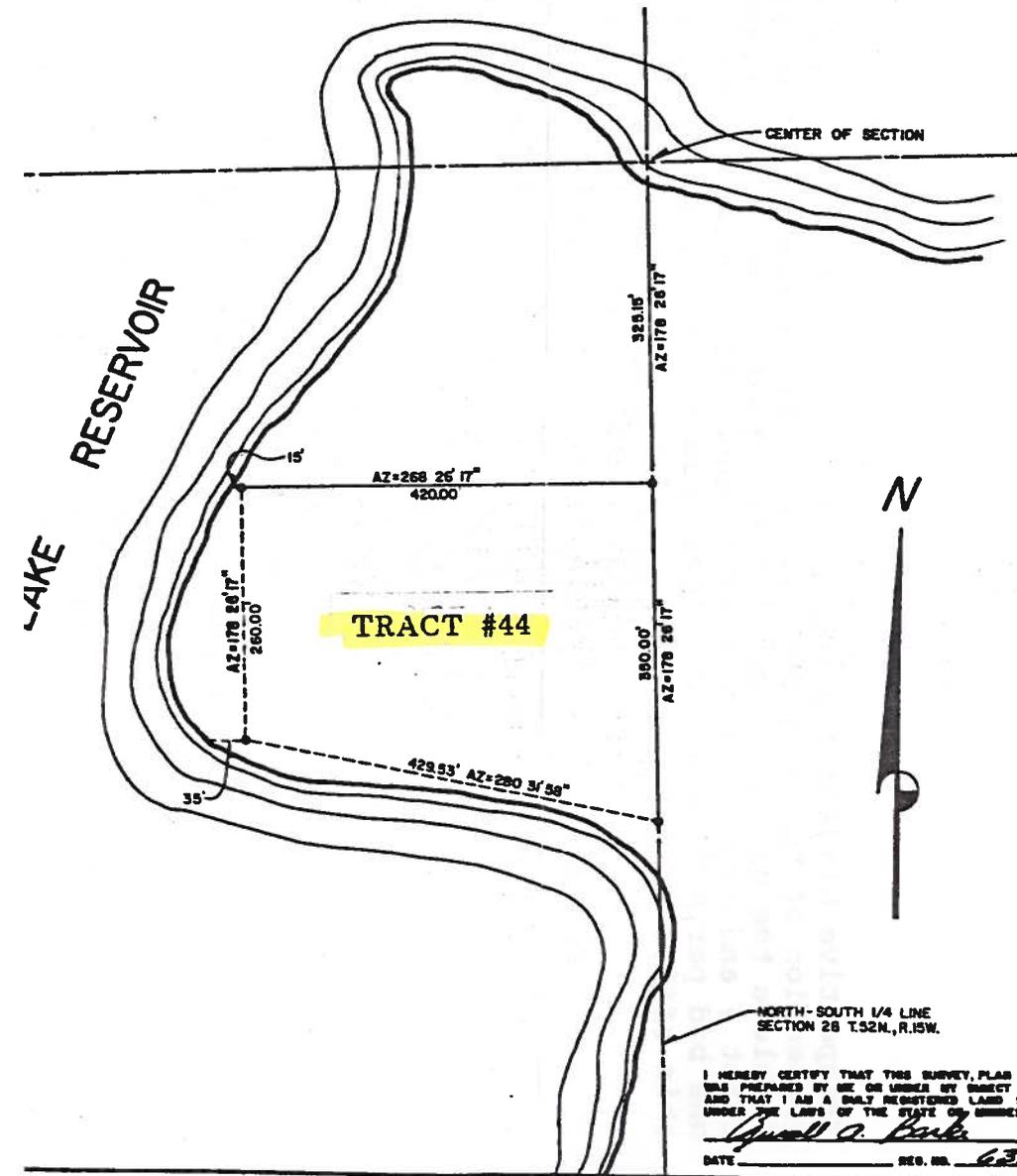
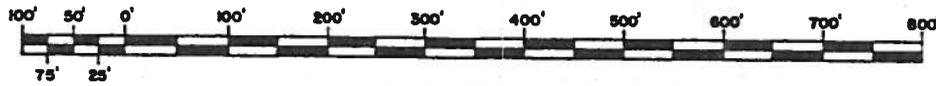
Prospective bidders are encouraged to make their own on-site inspection of the property. If you wish to submit a bid, please complete the bid form supplied with your packet, referring to the tract # and lake, and mail it in the yellow envelope provided. Only one bid per bid form. Additional bid forms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

FISH LAKE RESERVOIR LAKESHORE LEASE SITE

LOCATED IN NE1/4 of SW1/4 of SECTION 28 TOWNSHIP 52N., RANGE 15W.

SURVEYED & DRAWN BY:

ST. LOUIS COUNTY-DEPARTMENT OF LAND INVESTMENT



L03880010 *Lind, Curtis*
~~Clay W. Odden~~ *Saice, John*
Site #44, Fish Lake, 28-52-15