

L03890005 *Stackton, Carl*
Eagles Nest #1 #5
~~Beckman, Marvin~~



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

Tuesday, July 26, 2011

Primary Lessee:

C.A. STOCKTON
205 N. 74TH ST. #155
MESA, AZ 85207

Joint Lessee:

MARVIN R. BECKMAN
3700 S. WESTPORT AVE #753
SIOUX FALLS, SD 57106

RE: Shoreland Lease L03890005

Inspection Date 7/19/2011

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.

Due to the new color regulations, your cabin no longer needs to be repainted.

Thank you,

Jessica Anderson for Andrew Holak

Andrew Holak
Recreation Specialist

C: LCO, AO, FO

Individual Lease Summary:

Lease Number: L03890005

Tue. Jul 26, 2011

GOV LOTS SITE 5 S: 22 T: 62 R: 14

C.A. STOCKTON
205 N. 74TH ST. #155
MESA AZ 85207

MARVIN R. BECKMAN
3700 S. WESTPORT AVE #753
SIOUX FALLS SD 57106
218-726-0778

Area: Virginia Management Unit 1 Appr. Value: 21500 Renewal Cost: 872.6
Square Feet: 386.5 Transferable: Y Transferable Reason:
Property Access: From Co. Rd 128 gated rd follows old RR grade across county land to lease sites. Fire # 4008. GPS: N 47 49' 52.9" - W 092 06' 11.3"

Lease Comments: There is an 18' dock on site and a licensed canoe. The cabin is two story and is over 16' total height. (This is grandfathered in) Toilet repairs in-progress. Deck refurbished. Generator in a box outside of cabin powers an electric water pump at the lake with a water line going up to the cabin. Also, a propane tank outside of cabin. Inspected by R. Cozzo.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/19/2011 Next_Inspection: 6/1/2014

Shoreland Lease Information:

Site# 5

LAKE_RIVER: EAGLES NEST #1 SITE_ACRES: 0 SITE_FEET: 0
SITE_VALUE: 0 LKCLS_CODE: RD DATE_UPDT:12/28/1993

Type: Cabin Details of Type: (A) Wood frame construction, on concrete block foundation with poured footing and block all around bottom of building, horizontal hardboard siding painted brown. 2 story building. Asphalt shingles, screen porch (enclosed) off upper level facing lake. Open deck surrounding screen porch with stairs coming up from ground on west side of building. A ramp has been built from the deck on the front of the cabin out onto ledge rock toward lake (see photo).
Paint/Color: Gray/Brown
Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 103
Size (nearest .5 ft) 25x14.5 Square Feet of Building: 362.5 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed): Paint/stain a medium to dark brown or green color

Type: Toilet Details of Type: (B) On poured concrete base, chipboard walls painted gray, asphalt shingles. It is located ±66' at 360° from cabin.
Paint/Color: Gray
Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 4x6 Square Feet of Building: 24 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed): paint/stain a medium to dark brown or green color

L03890005
07/19/2011



A - Cabin



B - Toilet



Dock



Saint Louis County

Land Department • 7820 Highway 135 • Virginia, MN 55792-2934
Phone: (218) 742-9898 • Fax: (218) 742-9870

Mark Kallanen
Area Land Manager

September 16, 2010

Primary Lessee:
C.A. Stockton
205 N. 74th Street
Unit #155
Mesa, AZ 82507

Joint Lessee:
Marvin Beckman
3700 S. Westport Avenue
Unit #753
Sioux Falls, SD 57106

RE: St. Louis County *Shoreland Lease* #L03890005

Dear Mr. Stockton:

This letter is in response to your construction request on your St. Louis County *Shoreland Lease*. 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. Replace rotten railing on existing deck with cedar spindles and top rails.
2. Replace broken window on existing cabin with same size window.
3. Replace the roof and siding on existing toilet, due to tree destruction. As stated in the construction request, plywood and black asphalt shingles will be used, along with hardboard siding painted to match the cabin.

Construction must be initiated within 2 years and completed within 3 years from the date of the authorization. This authorization expires 3 years from the issuance date.

Our main concerns are:

1. *Exterior structures composed of a wood based product must be painted or stained and varnished an earth tone color. This requirement makes structures less obvious to others and helps protect the wood.*
2. *Roofing should be asphalt shingles, rolled roofing, or metal roofing that has pre-baked enamel or similar finish in an earth tone color.*
3. *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.*

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 *Forest Recreation Specialist* at (218) 726-2659.

Sincerely,
ROBERT L. KREPPS
LAND COMMISSIONER



BY: Andrew Holak
Forest Recreation Specialist

L03890005

07-10-08



A - Cabin



B - Toilet



Walkway to Cabin



Generator Shed



Propane Tank



Dock



Water Pump

Individual Lease Summary:

Lease Number: L03890005

Fri. Aug 29, 2008

GOV LOT SITE 5 S 22 T: 62 R: 14

C.A. STOCKTON #845
3700 S. WESTPORT AVENUE
SIOUX FALLS SD 57106

MARVIN R. BECKMAN
PMB753 3818 S WESTERN AVE
SIOUX FALLS SD 57105
218-726-0778

Area: Virginia Management Uni 1 Appr. Value: 21500 Renewal Cost: 827.42
Square Feet: 386.5 Transferable: Y Transferable Reason:

Property Access: From Co. Rd 128 gated rd follows old RR grade across county land to lease sites. Fire # 4008. GPS: N 47 49' 52.9" - W 092 06' 11.3"

Lease Comments: There is an 18' dock on site and a llcensed canoe. The cabin is two story and is over 16' total height. (This is grandfathered in) As per the letter of 10/28/02, the toilet is still grey. Generator in a box outside of cabin powers an electric water pump at the lake with a water line going up to the cabin. Also, a propane tank outside of cabin. Exterior walls need to be painted/stained a medium to dark brown or green color with next painting. Inspected by Ron Svatos and Andrew Erickson.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/10/2008 Next_Inspection: 6/1/2011

Shoreland Lease Information:

Site# 5

LAKE_RIVER: EAGLES NEST #1
SITE_VALUE: 0

SITE_ACRES: 0
LKCLS_CODE: RD

SITE_FEET: 0
DATE_UPDT: 12/28/1993

Type: Toilet Details (B) On poured concrete base, chipboard walls painted gray, asphalt shingles. It is of Type: located ±66' at 360° from cabin.
Paint/Color Gray
Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft) 4x6 Square Feet of Building 24 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed) paint/stain a medium to dark brown or green color

Type: Cabin Details (A) Wood frame construction, on concrete block foundation with poured footing and block all around bottom of building, horizontal hardboard siding painted brown. 2 story building. Asphalt shingles, screen porch (enclosed) off upper level facing lake. Open deck surrounding screen porch with stairs coming up from ground on west side of building. A ramp has been built from the deck on the front of the cabin out onto ledge rock toward lake (see photo).
Paint/Color Gray/Brown
Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 103
Size (nearest .5 ft) 25x14.5 Square Feet of Building 362.5 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed) Paint/stain a medium to dark brown or green color

St. Louis County, Land Department

Friday, August 29, 2008

Legal Description

GOV LOT SITE 5 S 22 T: 62 R: 14

7820 Highway 135
Virginia, M 55792
Mark Kailanen
Area Manager - Virginia
(218) 742-9898

Primary Lessee:

C.A. STOCKTON #845
3700 S. WESTPORT AVENUE
SIOUX FALLS, SD 57106

Joint Lessee:

MARVIN R. BECKMAN
PMB753 3818 S WESTERN AVE
SIOUX FALLS, SD 57105

RE: St. Louis County

SHORELAND LEASE L03890005

Inspection Date: 7/10/2008

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: 0601	Improper structure maintenance Warning
Compliance Date: 6/1/2011	Item #7 of your lease states: "Exterior walls must be painted, varnished, stained or oiled a medium to dark brown or green color periodically to keep them maintained in a neat and sound condition."	

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

Fax.....

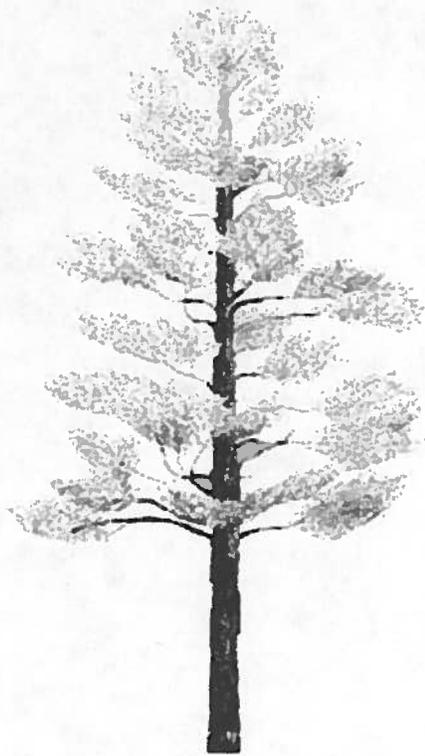
To: *Terry Apallo*

From: *Land Dept (PT)*



St. Louis County Land Dept.
Land Commissioner's Office
320 W. 2nd St., Room 607
Duluth, MN 55802

Phone: (218) 726-2606
Fax: (218) 726-2600



Pages Following: *4*

Date: *10 - 24 - 06*

Comments:

*Copy of The lease as requested
excluding addresses + phone #'s*

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:

C.A. Stockton	Marvin R. Beckman

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 # 5 on Eagles Nest Lake #1 located in G.L. 7, Sec. 22 & G.L. 2, Sec. 27 Section 22/27 Township 62 N., Range 14 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.

4. **REGULATIONS AND ORDINANCES.** Lessee shall at all times comply with all applicable 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.

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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" 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 *C.H. Soble*
Date: 2-6-95

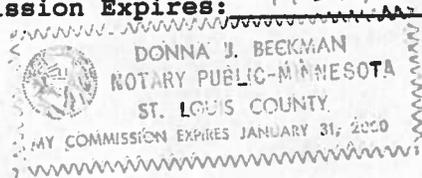
LESSEE *Martin R Beckman*
Date: 2-9-95

Subscribed & Sworn to before me on this
6th day of February, 1995
Sharon Shinnick
NOTARY PUBLIC

Subscribed & Sworn to before me on this
9th day of February, 1995
Donna J. Beckman
NOTARY PUBLIC

My Commission Expires: 1/17/96

My Commission Expires: 1/31/2000



FOR ST. LOUIS COUNTY AUDITOR

BY *[Signature]*
Land Commissioner's Representative

Date: 2-27-95

LCO
AO

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

Individual Lease Summary:

Lease Number: L03890005

Fri. Oct 28, 2005

GOVLOTS SITE 5 S: 22 T: 62 R: 14

C.A. STOCKTON #845
3700 S. WESTPORT AVENUE
SIOUX FALLS SD 57106

MARVIN R. BECKMAN
PMB753 3818 S WESTERN AVE
SIOUX FALLS SD 57105
218-726-0778

Area: Virginia Management Unit 1 Appr. Value: 21500 Renewal Cost: 761.79

Square Feet: 38650 Transferable: Y Transferable Reason:

Property Access: From Co. Rd 128 gated rd follows old RR grade across county land to lease sites. Fire # 4008.

Lease Comments: GPS: N 47 49' 52.9" - W 092 06' 11.3" There is an 18' dock on site and a licensed fishing boat. The cabin is two story and must be over 16' total height. As per the letter of 10/28/02, the toilet is still grey. Everything is the same and is ok. Inspected by G. Danzl.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/20/2005 Next_Inspection: 6/1/2008

Shoreland Lease Information:

Site# 5

LAKE_RIVER: EAGLES NEST #1
SITE_VALUE: 0

SITE_ACRES: 0
LKCLS_CODE: RD

SITE_FEET: 0
DATE_UPDT:12/28/1993

Type: Toilet

Details (B) On poured concrete base, chipboard walls painted gray, asphalt shingles. It is of Type: located ±66' at 360° from cabin.

Paint/Color: Gray

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 4x6 Square Feet of Building: 24 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed):

Type: Cabin

Details (A) Wood frame construction, on concrete block foundation with poured footing and block all around bottom of building, horizontal hardboard siding painted brown. 2 story building. Asphalt shingles, screen porch (enclosed) off upper level facing lake. Open deck surrounding screen porch with stairs coming up from ground on west side of building. A ramp has been built from the deck on the front of the cabin out onto ledge rock toward lake (see photo).

Paint/Color: Gray/Brown

Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 103
Size (nearest .5 ft): 25x14.5 Square Feet of Building: 362.5 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed):



Saint Louis County

Land Department • 7820 Highway 135 • Virginia, MN 55792
Phone: (218) 742-9898 • Fax: (218) 742-9870

Denny J. Bone
Area Land Manager

October 28, 2005

Primary Lessee:

C.A. Stockton #845
3700 S Westport Ave.
Sioux Falls, SD 57106

Joint Lessee:

Marvin R. Beckman
PMB753 3818 S Western Ave.
Sioux Falls, SD 57105

Re: St. Louis County Shoreland Lease - No. L03890005

Inspection Date: July 20, 2005

During a recent inspection of your lease, we found the site in good condition and in compliance with the terms and conditions of the lease. As a reminder, we did observe the following condition:

Please keep in mind that with your next scheduled painting, all structures (including the toilet) need to be painted or stained medium to dark brown or green color. (Enclosed you will find a paint chart.)

Please be aware that the condition listed above may eventually lead to a non-compliance of your lease if not corrected. Please take this time to review your lease agreement and make the necessary arrangements to properly improve this situation to avoid a violation. Thank you for your efforts to maintain a clean and high quality lease site.

Respectfully,

Andy L. Holak
Forest Recreation Specialist

AH/sc

Enclosure

C: LCO
AO
FO



Saint Louis County

Land Department • North Area Office • 7820 Highway N^o 135 • Virginia, MN 55792
Phone: (218) 749-7132 • Fax: (218) 741-6057

Denny J. Bone
Area Land Manager

July 11, 2003

C.A. Stockton
3700 S. Westport Ave. #845
Sioux Falls, SD 57106

Marvin R. Beckman
PMB 753 3818 S. Western Ave.
Sioux Falls, SD 57105

RE: Lease #L03890005 Generator Operation

Dear Mr. Stockton and Mr. Beckman:

It has come to our attention that the generator at your lease site is running for extended periods of time and becoming a nuisance to other lake users on Eagles Nest Lake. Because we have received a verified nuisance complaint, we would like to ask you to please use your generator for shorter periods of time and only when necessary.

You may also want to consider placing your generator into a generator box to reduce the noise for yourself and other lake users. You may construct a small wooden box to place your generator in, and it will not be counted as square footage on your lease site as long as it remains only large enough to place a single generator in. If you have any questions about this matter, please feel free to contact me at 218-625-3723.

Sincerely,

Andy Holak
Forest Recreation Specialist

C: LCO
Denny Bone
AO
FO



Saint Louis County

LAND DEPARTMENT • 7820 Highway 135, Virginia, Minnesota 55792-2934
(218) 749-7132
FAX (218) 741-6057

October 28, 2002

Denny J. Bone
Area Land Manager

Primary Lessee:

C.A. Stockton
PMB # 845
3818 Southwestern Ave.
Sioux Falls, SD 57105-6511

Joint Lessee:

Marvin Beckman
PMB # 753
3818 Southwestern Ave.
Sioux Falls, SD 57105-6511

Re: St. Louis County Lakeshore Cabin Site Lease - No. L03890005

Inspection Date: 7/10/2002

During a recent inspection of your lease, we found the site in good condition and in compliance with the terms and conditions of the lease. As a reminder, we did observe the following condition:

Please keep in mind that with your next scheduled painting, the toilet needs to be painted or stained medium to dark brown or green. Item No 7 of your lease states. "Exterior walls must be painted, varnished, stained or oiled a medium to dark brown or green color periodically to keep them maintained in a neat and sound condition."

Please be aware that the condition listed above may eventually lead to a non-compliance of your lease if not corrected. Please take this time to review your lease agreement and make the necessary arrangements to properly improve this situation to avoid a violation. Thank you for your efforts to maintain a clean and high quality lease site.

Respectfully,

Denny J. Bone
Area Land Manager

DJB/sl

Enclosure

C: LCO

AO

FO

Lease/attaboy and paint

Individual Lease Summary:

Lease Number: L03890005

Mon. Oct 28, 2002

GOVLOTS SITE 5 S: 22 T: 62 R: 14

C.A. STOCKTON PMB #845
3818 SOUTHWESTERN AVENUE
SIOUX FALLS SD 57105

MARVIN R. BECKMAN
PMB753 3818 S WESTERN AVE
SIOUX FALLS SD 57105
218-726-0778

Area: VIRGINIA Management Uni 1 Appr. Value: 21500 Renewal Cost: 708.81
Square Feet: 380.5 Transferable: Y Transferable Reason:

Property Access: From Co. Rd 128 gated rd follows old RR grade across county land to lease sites. Fire # 4008.

Lease Comments: Unlicensed boat and trailer have been removed. There is an 18' dock on site and a licensed fishing boat. All is ok. Inspected by G. Danzl.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/10/2002 Next_Inspection: 6/1/2005

Shoreland Lease Information:

Site# 5

LAKE_RIVER: EAGLES NEST #1
SITE_VALUE: 0

SITE_ACRES: 0
LKCLS_CODE: RD

SITE_FEET: 0
DATE_UPDT:12/28/1993

Type: Toilet Details (B) On poured concrete base, chipboard walls painted gray, asphalt shingles. It is of Type: located ±66' at 360° from cabin.
Paint/Color Gray

Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 4x6 Square Feet of Building: 24 Included in Total? Bldg. Condition: Good
Work Needed Description (if needed):

Type: Cabin Details (A) Wood frame construction, on concrete block foundation with poured footing and block all around bottom of building, horizontal hardboard siding painted brown. 2 story building. Asphalt shingles, screen porch (enclosed) off upper level facing lake. Open deck surrounding screen porch with stairs coming up from ground on west side of building. A ramp has been built from the deck on the front of the cabin out onto ledge rock toward lake (see photo).
Paint/Color Gray/Brown

Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 103
Size (nearest .5 ft): 25x14.5 Square Feet of Building: 362.5 Included in Total? Bldg. Condition: Good
Work Needed Description (if needed):

January 24, 2000

Denny J. Bone, Area Land Manager
7820 Hwy. 135
Virginia, MN 55792

Re: Shoreland Lease L03890005

Dear Mr. Bone:

This is a letter of protest regarding the fines you have issued, according to your letter of December 23, 1999. A check is enclosed even though we feel the charges are uncalled for as explained as follows:

#1. The boat and canoe licenses were not applied to those units as no one had been at the cabin by the time you did your inspection. The Stocktons live in California and do not get to the cabin until August. We, the Beckmans, travel all winter and don't get back until late spring or early summer. With property in southern St. Louis County we are busy with maintenance, etc., and do not go to the cabin until the Stocktons arrive. Also, in our opinion, to call a boat a motor vehicle is a stretch of description if you are referring to the one boat that has a motor.

#2. There was no unauthorized construction as the walkway across to the rock was part of the original plan but was not built immediately because of time and money factors. John Vogel and George Kirk both knew of this, although it was not drawn on the original sketch as we did not have the exact measurements, but it was explained to them and they approved it.

As for your letter and notice of fines, we received it only earlier this week as we have been traveling since November, moving around in the south, southeast, and southwest, never staying in one place for long. Mail forwarding service as a result is difficult.

Yours truly,

Marvin R. Beckman
Marvin R. Beckman

C. A. Stockton
C. A. Stockton



cc: Land Dept., 320 W. 2nd St., Duluth MN 55802

1301
2001

RECEIVED

JAN 28 2000

LAND COMMISSIONER

M.R. Beckman
PMB753
3818 So. Western Ave.
Sioux Falls, SD 57105



St. Louis Co. Land Dept.
320 West 2nd St.
Duluth MN 55802

35802-1402 13



BILLING STATEMENT

DATE: December 30, 1999

RETURN PAYMENT TO:

ACCOUNT: L03890005

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

BILLED TO: C.A. Stockton
4618 Oak Glen Drive
Redding, CA 96001

This billing is for: NON COMPLIANCE OF LEASE TERM

Location:

Item:	Charges	Payments
Unauthorized Construction	\$100.00	
Unauthorized Storage of a Motor Vehicle	50.00	

PAYMENT DUE: \$150.00

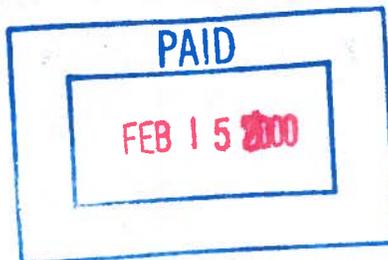
PAYMENT IS DUE WITHIN 30 DAYS FROM DATE OF BILLING - JAN 30, 2000

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 (218-749-7132) and ask for DENNY BONE, AREA LAND MANAGER-VIRGINIA

Thank you.

LCO
PURCHASER
AREA



St. Louis County, Land Department

Thursday, December 23, 1999

Legal Description

GOV LOTS SITE 5 S: 22 T: 62 R: 14

7820 Highway 135
Virginia, MN 55792
Denny J. Bone
Area Land Manager
(218) 749-7132

Primary Lessee:

C.A. STOCKTON
4618 OAK GLEN DRIVE
REDDING, CA 96001

Joint Lessee:

MARVIN R. BECKMAN
1116 WEST 5TH STREET
DULUTH, MN 55806

RE: St. Louis County:

SHORELAND LEASE L03890005

Inspection Date: 7/1/1999

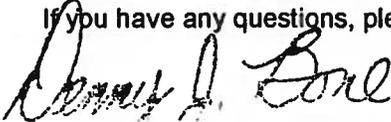
A recent inspection of your lease site has found the following condition(s) to be in violation of the terms of your lease:

1	Violation: 1301	Unauthorized storage of a motor vehicle 1st Notice
Compliance Date: 6/1/2002	Penalty: \$50.00	Unlicensed boat, trailer and canoe on the premises. Please license or remove the boat, trailer and canoe. See item no. 8 of your lease.
2	Violation: 2001	Unauthorized construction 1st Notice
Compliance Date: 6/1/2002	Penalty: \$100.00	In July, 1999, an inspection of your lease site found that a new ramp had been built from the deck on the front of cabin out onto the rock ledge toward the lake. Plans for this structure were not submitted, nor were they granted authorization by this department. No construction shall begin until Lessee has approval from the Lessor and has all other approvals required by the Lessor. You will be allowed to keep the new structure already in place; and in the future if any further construction, remodeling or site development is planned, you MUST contact this office for authorization.

You are being charged a penalty fee of: \$150.00 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.



Denny J. Bone Area Land Manager

C: LCO
AO
FO

Individual Lease Summary:

Lease Number: L03890005

Thu. Dec 23, 1999

GOV LOTS SITE 5 S: 22 T: 62 R: 14

C.A. STOCKTON
4618 OAK GLEN DRIVE
REDDING CA 96001
916-241-4025

MARVIN R. BECKMAN
1116 WEST 5TH STREET
DULUTH MN 55806
218-726-0778

Area: VIRGINIA Management Unit: 1 Appr. Value: 21500 Renewal Cost: 653.12
Square Feet: 3865 Transferable: Y Transferable Reason:
Property Access: From Co. Rd 128 gated rd follows old RR grade across county land to lease sites.
Lease Comments: Unlicensed large runabout on unlicensed trailer & canoe with no current registration are on site.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/1/1999 Next_Inspection: 6/1/2002

Shoreland Lease Information:

LAKE_RIVER: EAGLES NEST #1 SITE_ACRES: 0 SITE_FEET: 0
SITE_VALUE: 0 LKCLS_CODE: RD DATE_UPDT: 12/28/1993
Site#: 5 *Svatos / Danzi*

Type: Toilet Details (B) On poured concrete base, chipboard walls painted gray, asphalt shingles
Paint/Color: Gray of Type:
Construction Type Frame Siding Strand/Particle Roofing Asphalt-shingle Structure Setback: 0
Size (nearest .5 ft): 4x6 Square Feet of Building: 24 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed):

Type: Cabin Details (A) Wood frame construction, on concrete block foundation with poured footing and
Paint/Color: Gray/Brown of Type: block all around bottom of building, horizontal hardboard siding painted gray. 2 story
building. asphalt shingles, screen porch enclosed off upper level facing lake. Open
deck surrounding screen porch with stairs coming up from ground on west side of
building. A ramp has been built from the deck on the front of the cabin out onto ledge
rock toward lake (see photo).
Construction Type Frame Siding Other Compliant Roofing Asphalt-shingle Structure Setback: 120
Size (nearest .5 ft): 25x14.5 Square Feet of Building: 362.5 Included in Total? Bldg. Condition: Good
Work Needed? Description (if needed):

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:

C.A. Stockton
4618 Oak Glen Drive
Redding, CA 96001
TELEPHONE: 916-241-4025

Marvin R. Beckman
PMB 753 3818 So. Western Ave.
1116 W. 5th Street
Sioux Falls, SD 57105
Duluth, MN 55806
TELEPHONE: 218-726-0778

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 # 5 on Eagles Nest Lake #1 located in G.L. 7, Sec. 22 & G.L. 2, Sec. 27 Section 22/27 Township 62 N., Range 14 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.

Sharyl

Individual Lease Summary:

Thu. Nov 20, 1997
Lease Number: L03890005

T: 62 R: 14 S: 22 AL7 Sites

C.A. STOCKTON
4618 OAK GLEN DRIVE
REDDING CA 96001
916-241-4025

MARVIN R. BECKMAN
1116 WEST 5TH STREET
DULUTH MN 55806
218-726-0778

Area: VIRGINIA Management Unit: 1 Appr. Value: 21500 Renewal Cost: 632.11
Square Feet: 386.5 Transferable: Y Transferable Reason:
Property Access: From Co. Rd 128 gated rd follows old RR grade across county land to lease sites.
Lease Comments: Sections of floating dock are stacked along side of cabin.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? Last_Inspection: 7/30/96 Next_Inspection: 6/1/99

Shoreland Lease Information:

LAKE_RIVER: EAGLES NEST #1 Site#: 5
SITE_VALUE: 0 SITE_ACRES: 0
LKCLS_CODE: RD DATE_UPDT: 12/28/93 9:09:54 A
27 R. Suatos

Building Details:

Type: **Toilet** Details of Type: **On poured concrete base, chipboard walls painted gray, asphalt shingles** Paint/Color: **Gray**
Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-shingle** Structure Setback: **0**
Size (nearest .5 ft): **4x6** Square Feet of Building: **24** Included in Total? Bldg. Condition: **Good**
Work Needed? Description (if needed):

Building Details:

Type: **Cabin** Details of Type: **Wood frame construction, on concrete block foundation with poured footing and block all around bottom of building, horizontal hardboard siding painted gray. 2 story building. asphalt shingles, screen porch enclosed off upper level facing lake. Open deck surrounding screen porch with stairs coming up from ground on west side of building.** Paint/Color: **Gray**
Construction Type **Frame** Siding **Other Compliant** Roofing **Asphalt-shingle** Structure Setback: **120**
Size (nearest .5 ft): **25x14.5** Square Feet of Building: **362.5** Included in Total? Bldg. Condition: **Good**
Work Needed? Description (if needed):

St. Louis County, Land Department

Legal Description

Thursday, November 20, 1997



7820 Highway 135
Virginia, MN 55792

Denny J. Bone
Area Land Manager

(218) 749-7132

Primary Lessee:

C.A. STOCKTON
4618 OAK GLEN DRIVE
REDDING, CA 96001

Joint Lessee:

MARVIN R. BECKMAN
1116 WEST 5TH STREET
DULUTH, MN 55806

RE: St. Louis County:

SHORELAND LEASE L03890005

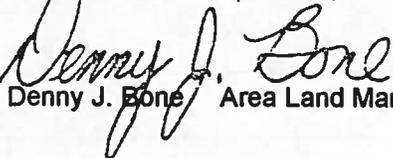
Inspection Date: 7/30/1996

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:	The upper portion of the cabin will need to be stained or painted an earthtone color (dark brown or dark green are preferred). (Item No. 7 of your lease states: "Exterior walls must be painted, varnished, stained or oiled periodically to keep them maintained in a neat and sound condition." "Earthtone colors are required on exteriors.")	
6/1/1999		
2	Violation: 0901	Improper solid waste disposal (under 30 gal) Warning
Compliance Date:	All building materials, supplies and solid waste (old tires and leftover building materials) must be disposed of as required by County Ordinance or other regulations. (Item No. 4 of your lease form states: "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 regulations.")	
6/1/1999		

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.


Denny J. Bone Area Land Manager

C: LCO
AO

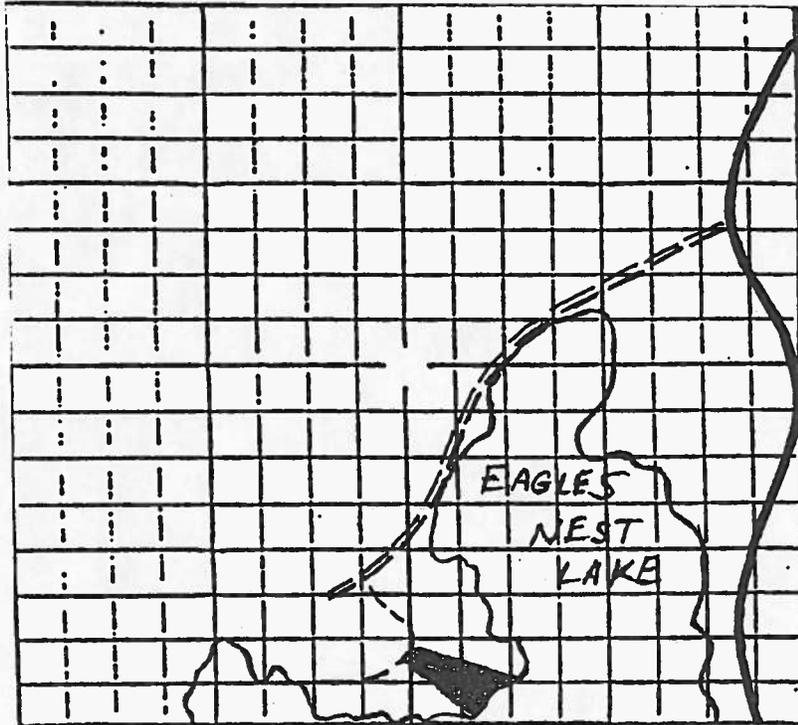
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NOV 24 1997

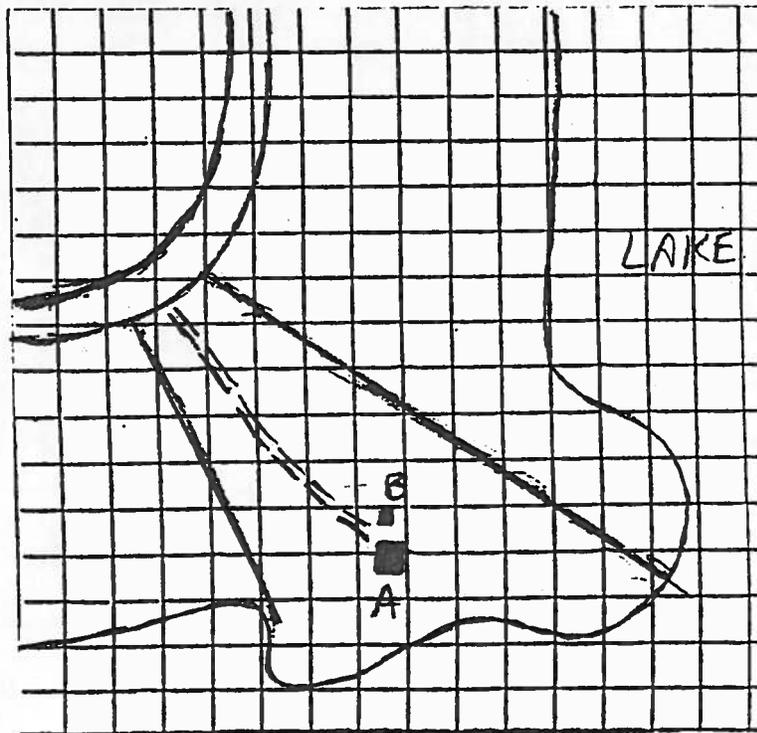
LAND COMMISSIONER

LEASE NUMBER 103890005 NAME Marvin Beckman

SECTION 22 TOWNSHIP 62 RANGE 14 PARCEL G.L.7, Eagles Nest



SCALE: 4" = 1 mile



SCALE: 1" = 330' (or _____)

COPIES: AO, FO, LCO, ASSESSOR

SHORELAND LEASE

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

PRIMARY LESSEE:

C.A. Stockton
4618 Oak Glen Drive
Redding, CA 96001
TELEPHONE: 916-241-4025

JOINT LESSEE:

Marvin R. Beckman
1116 W. 5th Street
Duluth, MN 55806
TELEPHONE: 218-726-0778

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 # 5 on Eagles Nest Lake #1 located in G.L. 7, Sec. 22 & G.L. 2, Sec. 27 Section 22/27 Township 62 N., Range 14 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.

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:

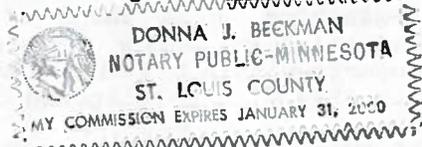
LESSEE *E.A. Beckman*
Date: 2-6-95

LESSEE *Martin R Beckman*
Date: 2-9-95

Subscribed & Sworn to before me on this
6th day of February, 1995
Sharon Shinnick
NOTARY PUBLIC

Subscribed & Sworn to before me on this
9th day of February, 1995
Donna J. Beckman
NOTARY PUBLIC

My Commission Expires: 1/7/96


My Commission Expires: 1/31/2000


FOR ST. LOUIS COUNTY AUDITOR

BY: *[Signature]*
Land Commissioner's Representative

Date: 2-22-95

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.

SHORELAND LEASE

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

LESSEE:
Marvin R. Beckman
1116 W. 5th St.
Duluth, MN 55806
Telephone:
(218) 726-2304 (work)

LESSEE:
Carl A. Stockton
282 So. Croixview Drive
Afton, MN 55001
Telephone:
(612) 436-6636

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

Pursuant to the authority provided under Minnesota Statute 282.04, Subd. 1, and in consideration of the sum of _____ Dollars (\$ _____), receipt of which is hereby acknowledged for the initial period of rental for occupancy ending January 31, 1992, the Lessor does hereby lease shoreland site # 5 on Eagles Nest #1 located in Gov't Lot 7, Sec. 22 & Gov't Lot 2, Sec. 27 Section _____, Township 62 N., Range 14 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 Six Hundred Fifty Nine Dollars (\$659.00), 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: Denny J. Bore
Land Commissioner's Representative
Date: 10/29/91

LESSEE: Carl A. Stockton
Date: 10/26/91
LESSEE: Marvin R. Beckman
Date: 10/26/91



Subscribed and sworn to before me this

26th day of Oct., 1991
Donna J. Beckman
Notary Public

c: AO
LCO

My Commission Expires Jan. 8, 1984

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.
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 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 shoreland 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 lawful 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, IT'S 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: Maurice R. Dickman LESSEE: [Signature]
 Date: 10/20/91 Date: 10/20/91

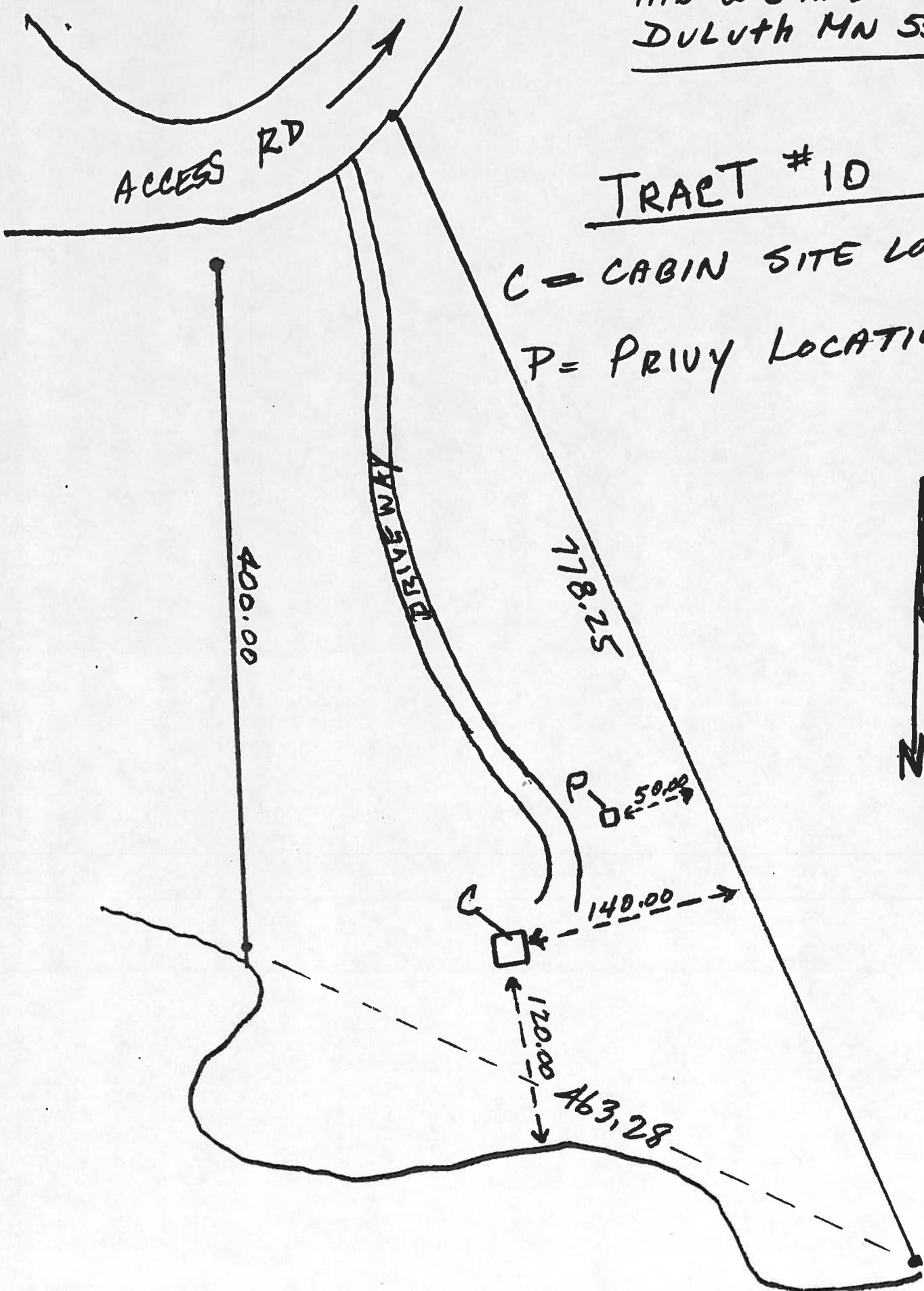
7/15/91 - Navo stopped in w/ bldg plans (forwarded to Bone)
- said he'd like to build the 2 story structure as the
cleared site (done by previous lessee) is in
a low area & lake wouldn't be visible
- garage really just a storage facility

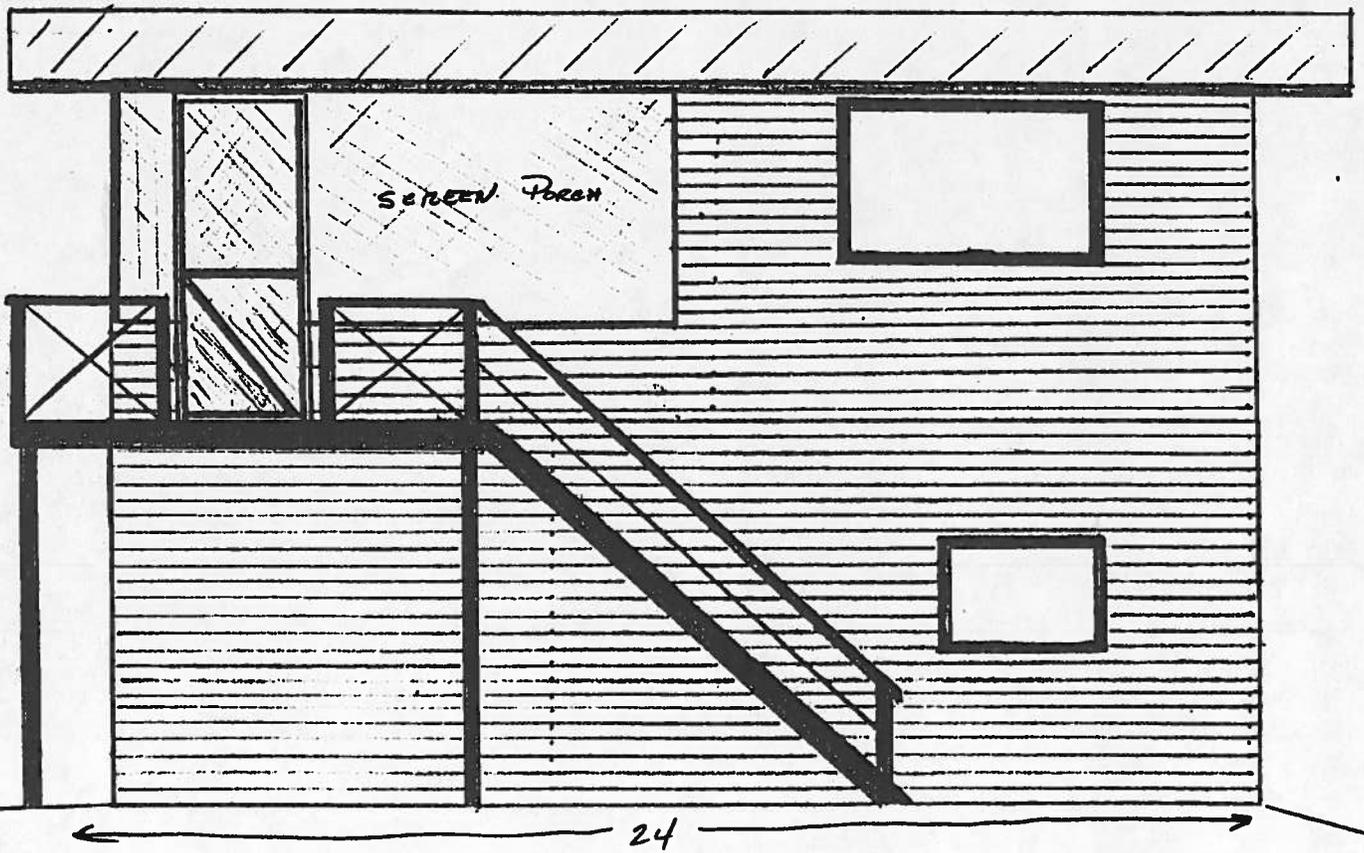
MARVIN R BECKMAN
1116 W 5TH ST
DULUTH MN 55806

TRACT # 10

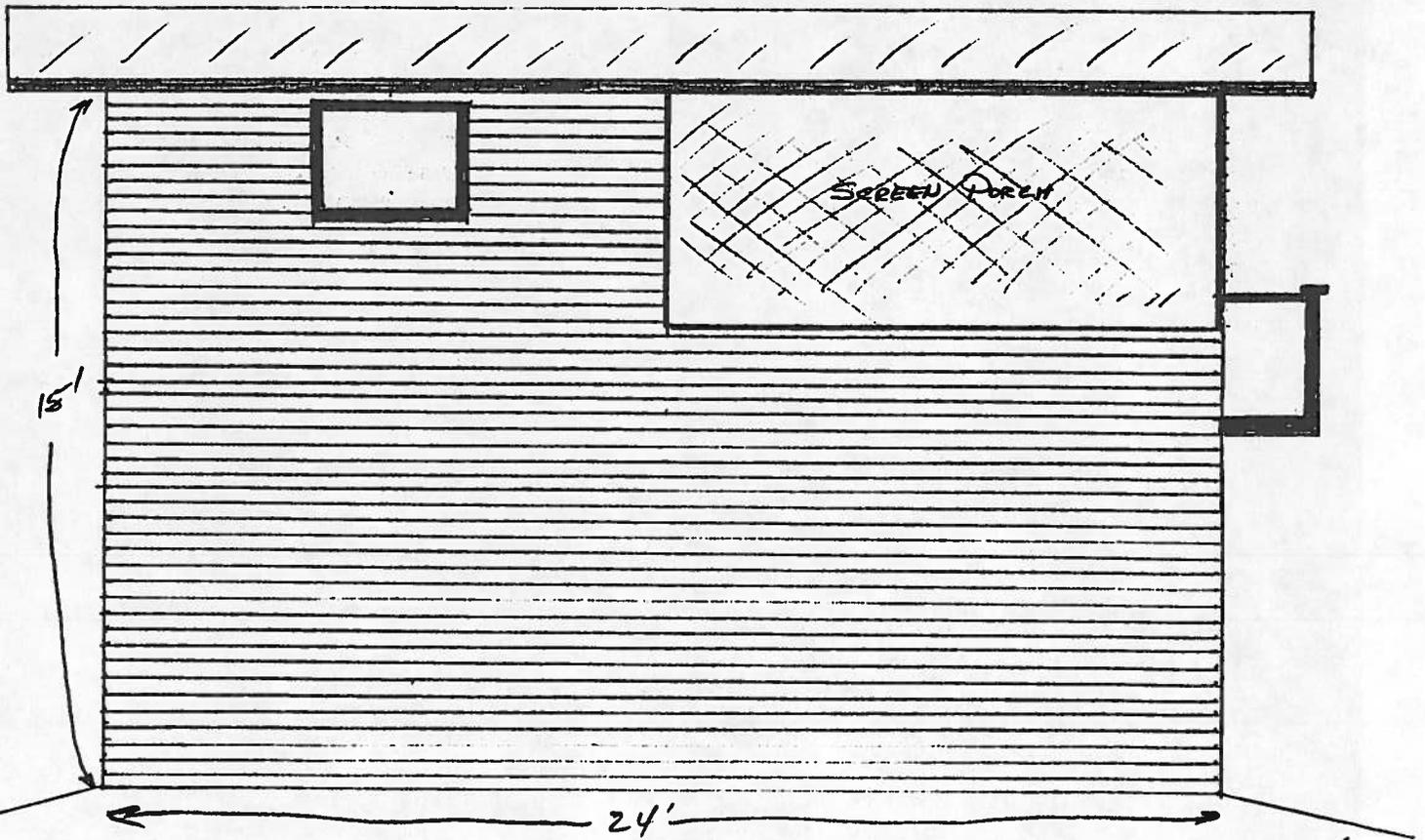
C = CABIN SITE LOCATION

P = PRIVY LOCATION

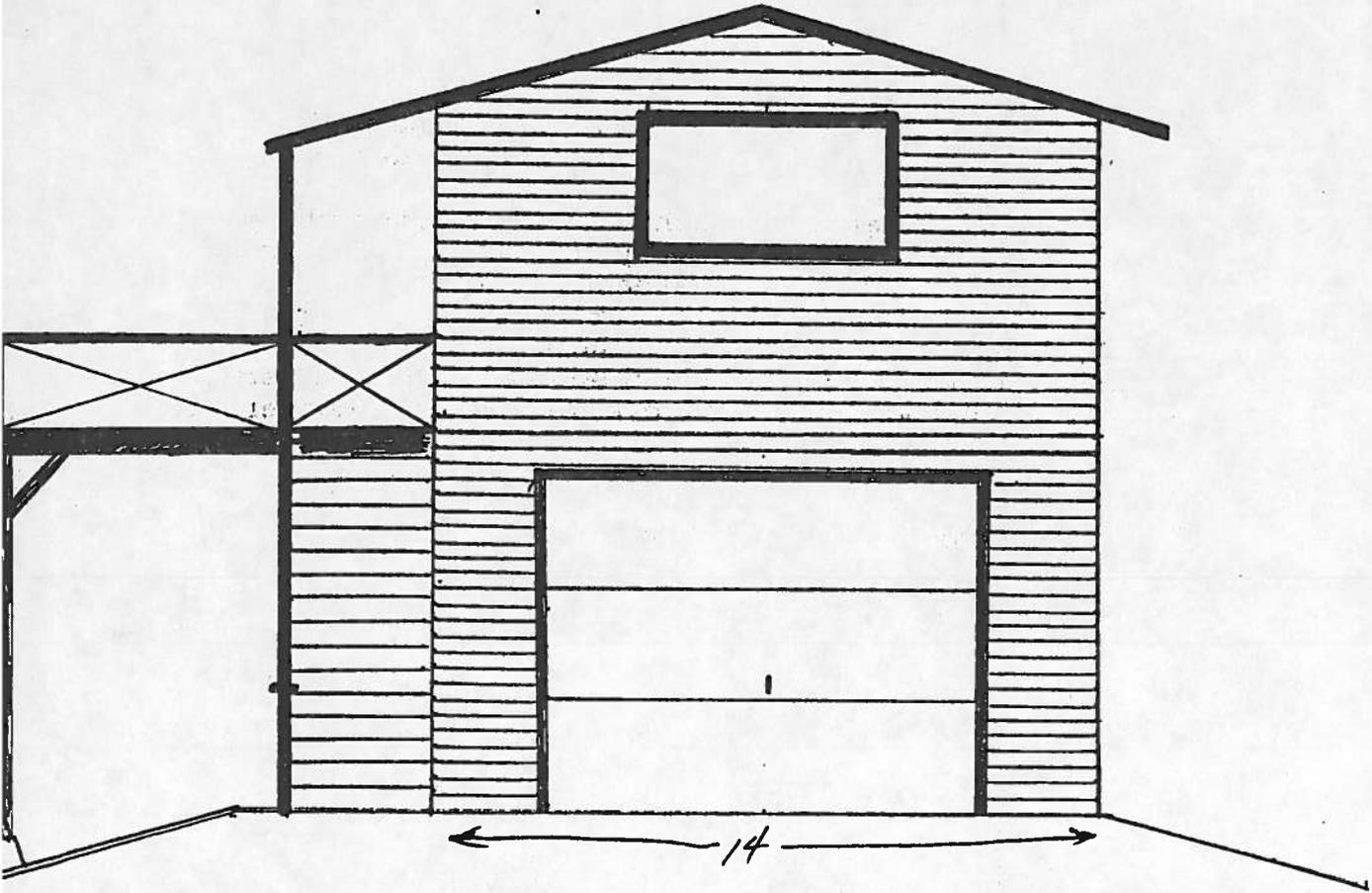




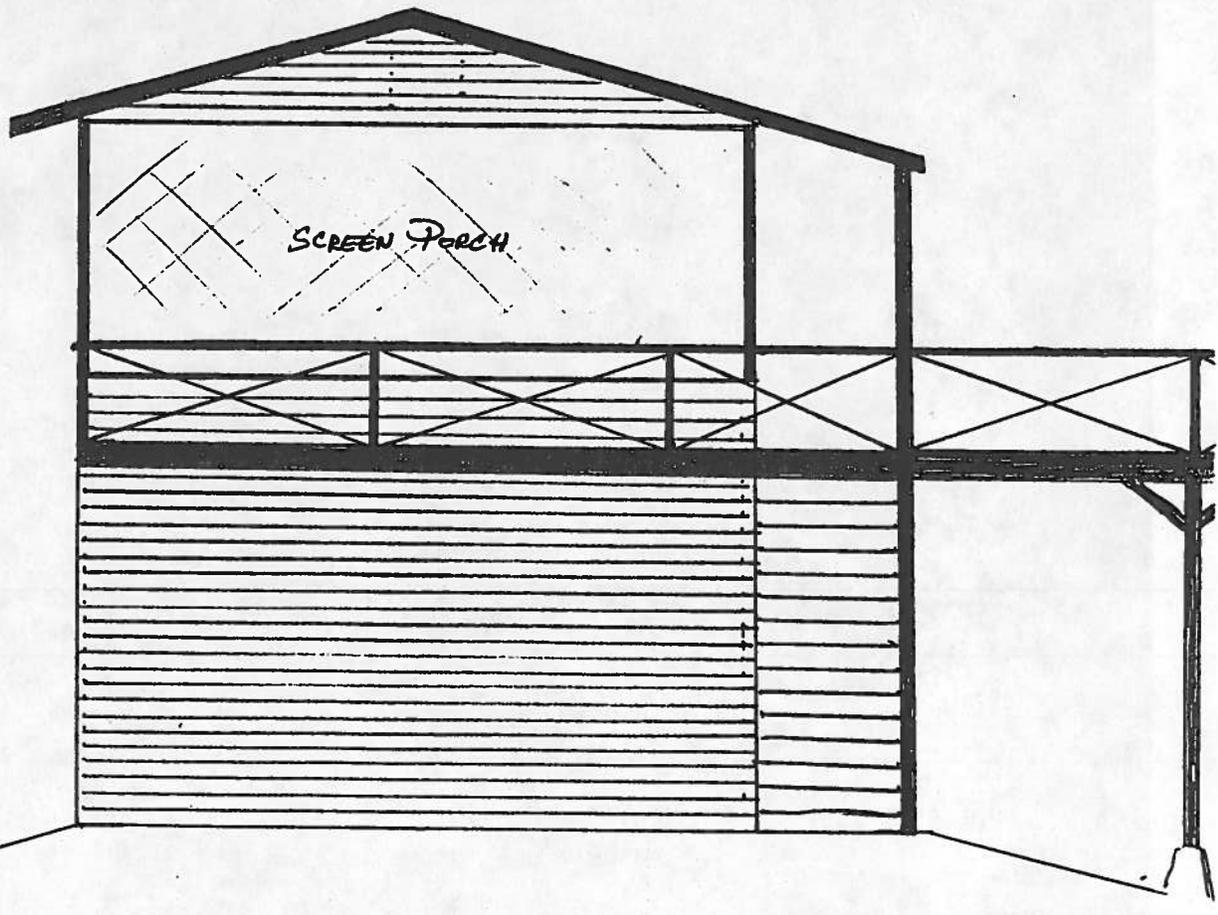
SOUTH VIEW



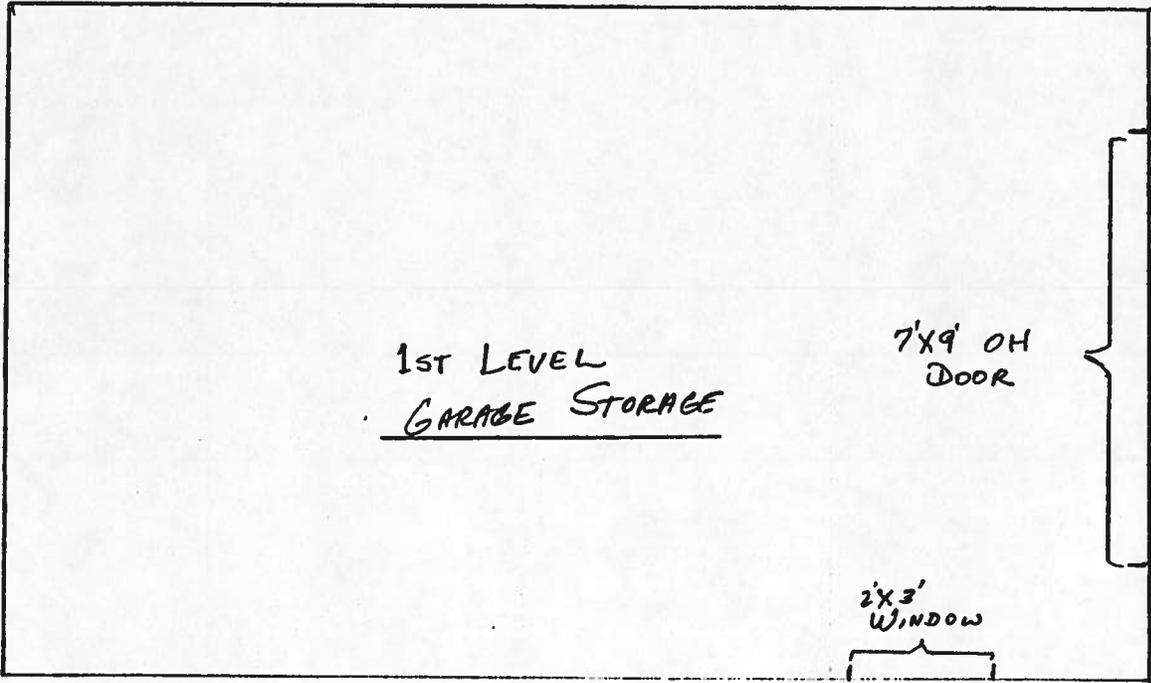
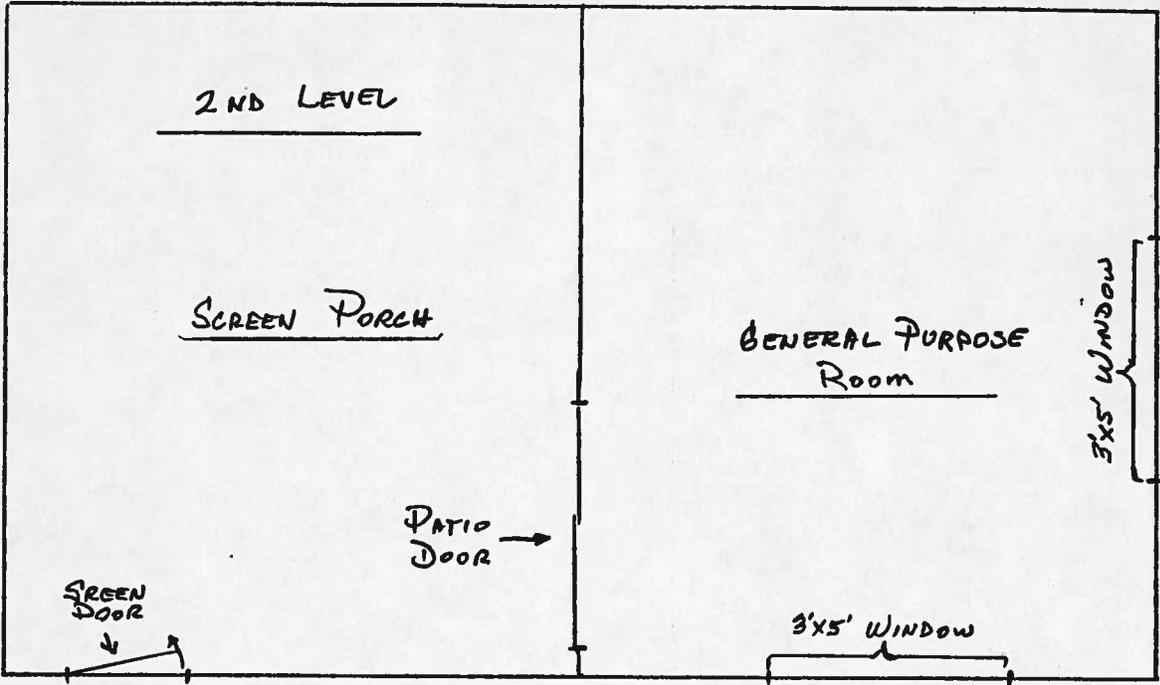
NORTH VIEW



EAST END VIEW



WEST VIEW





Saint Louis County

LAND DEPARTMENT • 7820 Highway 135, Virginia, Minnesota 55792-2934
(218) 749-7132
FAX (218) 741-6057

Denny J. Bone
Area Land Manager

May 6, 1994

RECEIVED
MAY 18 1994
LAND DEPT.

Marvin R. Beckman
1116 W. 5th St.
Duluth, MN 55806

Dear Mr. Beckman:

We received your letter of March 2, 1994 regarding removing your name from lease L03890005 on Eagles Nest #1. The reason I am returning it is because your signature must to be notarized. Would you please resign this letter in the presence of a Notary Public and return it in the enclosed envelope and we can then remove your name from the lease.

If you have any questions, please feel free to call me at (218) 749-7132 at our Virginia office. I am sorry for any inconvenience this may cause you.

Sincerely,

Marge Ulicsni

Marge Ulicsni
Land Dept. Clerk

MU

*We've changed our minds - you
need not remove our name.
Thanks anyway.*

March 2, 1993

Mr. George Kirk

Saint Louis County
Land Department
Government Services Center
Duluth, Minnesota 55802

RECEIVED

MAR 05 1993

LAND COMMISSIONER

RE: St. Louis county Shoreland Lease (L03890005)
Section 22, Township 62, Range 14

Dear George:

Regarding the above mentioned lease, I would like to relinquish my share of this lease to my partner, Carl A. Stockton Jr. as sole leaseholder.

If there are forms to be completed, please send them to Carl Stockton at the following address:

C. A. Stockton
4618 Oak Glen Dr.
Redding, Ca. 96001

We would appreciate receiving information as soon as possible, as we are at present in California for about two months. If we can receive any required documents while we are here we can sign as needed to consummate the transaction.

We would very much appreciate your assistance in this matter.

Sincerely,



M.R. Beckman
1116 W. 5th St.
Duluth, MN 55806



Saint Louis County

LAND DEPARTMENT • 7820 Highway 135, Virginia, Minnesota, 55792-2934.

(218) 749-7132

1(800) 450-9777

FAX (218) 741-6057

January 5, 1993

RECEIVED

Denny J. Bone
Area Land Manager

Marvin R. Beckman
1116 W. 5th St.
Duluth, MN 55806

LAND COMMISSIONER

RE: St. Louis County Shoreland Lease (L03890005)
Section 22, Township 62, Range 14

Dear Mr. Beckman:

A term of your lease requires you to begin construction of a cabin within two (2) years of the issuance of the lease and have it substantially completed within three (3) years (Item #5).

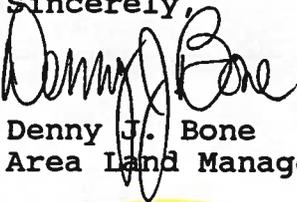
Although cabin construction plans were approved by the Land Department (7/30/91), a recent inspection has shown that cabin construction has yet to begin.

Please be advised that cabin construction will need to begin by August 30, 1993 or this lease will be cancelled.

Note: The exterior walls of the outhouse must be painted, varnished or stained to keep them maintained in a neat condition and of earthtone color to blend into surroundings. Please resolve this problem also by August 30, 1993, after which time a reinspection will be conducted.

If you have any questions, please call (218) 749-7132 or 1-800-450-9777.

Sincerely,


Denny J. Bone
Area Land Manager

cc: G. Kirk
LCO
AO
FO
Commissioner Lamppa
Commissioner Prebich

RECEIVED

JAN 6 1993

LAND COMMISSIONER

status to Bone ? 10/14/93
12/29/93

SECTION 22, TOWNSHIP 62, RANGE 14, PARCEL G.L.7, Eagles Nest

LEASE NUMBER L03890005 TERM annual

AREA I-E DATE 7/30/92

I.D. DISPLAYED? YES NO

INSPECTOR Ron Svatos

LESSEE Marvin Beckman

INSPECTION: Initial X Follow-up

1116 W. 5th St.

Duluth, MN 55806

LEASE TYPE CLASSIFICATION:

Current Class Shoreland

Proper Class

LAKE Eagles Nest RIVER no

MANAGEMENT UNIT Vermilion Mem. For.

COMM. ELECTRIC no TELEPHONE no

LEASE TRANSFERABILITY:

Transferable X

Non-transferable

INSPECTION: Summer X Winter

ACCESS: Co. 128, gated road follows

old R.R. grade across Co. land.

Why?

DESCRIPTIVE COMMENTS ON LEASE AND BUILDINGS:

CABIN: No cabin yet - just cement footing and block foundation.

OUTHOUSE: 4 x 6 wood frame, oxboard on outside, not stained. Not much of a hole in the ground - probably does not meet Health Dept. specs.

BUILDINGS: Code Letter(s) →	A	B	C	D	E
TYPE	CABIN	OUTHOUSE			
SIZE	14 x 24	4 x 6			
SQ. FT.		24			
VALUE					
MATERIAL/SIDING		oxboard			
PAINTED/COLOR		natural			
CONDITION/APPEARANCE	foundation				
WORK NEEDED		stain/paint			

TOTAL SQ. FT. TOTAL VALUE \$ ASSESSOR'S VALUE \$

RECOMMENDED LEASE FEE \$ 659.00 CALCULATION Bid Price

SITE INSPECTION CRITERIA:	S	NS	COMMENTS
SITE LOCATION	X		
SITE APPEARANCE			No cabin yet - just foundation.
PROPER USE OF SITE	X		
SITE IDENTIFICATION			
SANITATION - GARBAGE	X		
SANITATION - TOILETS		X	Needs to be painted/stained.
CONFLICTING LAND USE	X		
SURROUNDING TIMBER	X		
NON-CONFLICTING USE	X		
SITE SIZE	X		
SITE ACCESSIBILITY	X		
SITE SETBACK	X		
SITE DENSITY	X		
COMPLIANCE - ALL REGS.			

**NON-COMPLIANCE ITEMS TO BE INCLUDED
IN NOTIFICATION LETTER:**

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

LETTER:

S1 _____ S2 _____

Date Sent _____

Compliance Date: _____

ADDITIONAL NOTES:

NEXT INSPECTION DUE: August 30, 1993

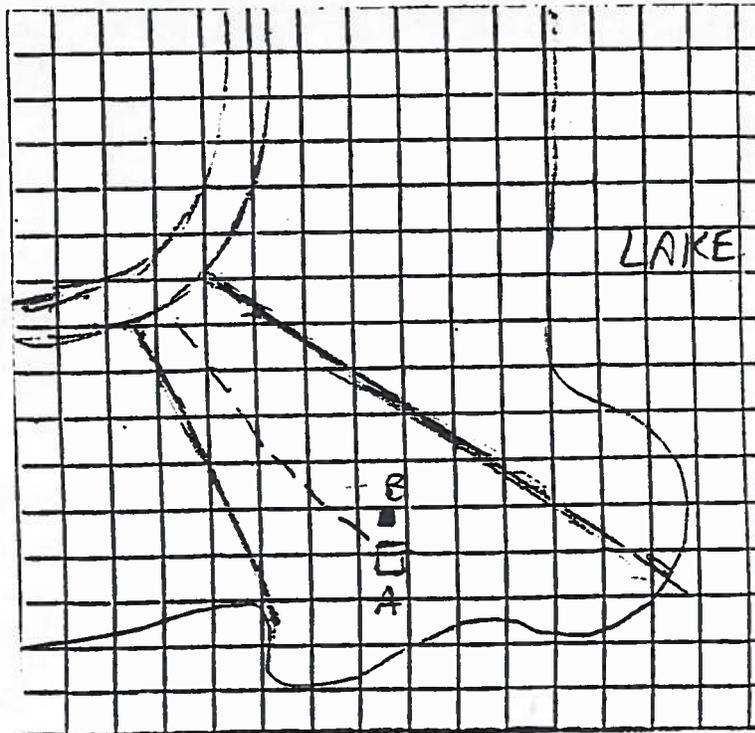
Reinspect in 8/93 to see if cabin has been built.

LEASE NUMBER 103890005 NAME Marvin Beckman

SECTION 22 TOWNSHIP 62 RANGE 14 PARCEL G.L.7, Eagles Nest



SCALE: 4" = 1 mile



SCALE: 1" = 330' (or _____)

COPIES: AO, FO, LCO, ASSESSOR



Saint Louis County

LAND DEPARTMENT • 7820 Highway 135, Virginia, Minnesota, 55792-2934.

RECEIVED

(218) 749-7132
1(800) 450-9777
FAX (218) 741-6057

January 5, 1993

JAN 06 1993

Denny J. Bone
Area Land Manager

Marvin R. Beckman
1116 W. 5th St.
Duluth, MN 55806

LAND COMMISSIONER

RE: St. Louis County Shoreland Lease (L03890005)
Section 22, Township 62, Range 14

Dear Mr. Beckman:

A term of your lease requires you to begin construction of a cabin within two (2) years of the issuance of the lease and have it substantially completed within three (3) years (Item #5).

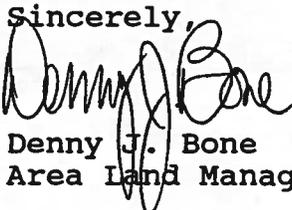
Although cabin construction plans were approved by the Land Department (7/30/91), a recent inspection has shown that cabin construction has yet to begin.

Please be advised that cabin construction will need to begin by August 30, 1993 or this lease will be cancelled.

Note: The exterior walls of the outhouse must be painted, varnished or stained to keep them maintained in a neat condition and of earthtone color to blend into surroundings. Please resolve this problem also by August 30, 1993, after which time a reinspection will be conducted.

If you have any questions, please call (218) 749-7132 or 1-800-450-9777.

Sincerely,


Denny J. Bone
Area Land Manager

cc: G. Kirk
LCO
AO
FO
Commissioner Lamppa
Commissioner Prebich

SECTION 22, TOWNSHIP 62, RANGE 14, PARCEL G.L. 7, Eagles Nest

LEASE NUMBER L03890005 TERM annual
I.D. DISPLAYED? YES NO
LESSEE Marvin Beckman
1116 W. 5th St.
Duluth, MN 55806

AREA I-E DATE 7/30/92
INSPECTOR Ron Svatos
INSPECTION: Initial X Follow-up

LAKE Eagles Nest RIVER no
MANAGEMENT UNIT Vermilion Mem. For.
COMM. ELECTRIC no TELEPHONE no

LEASE TYPE CLASSIFICATION:
Current Class Shoreland
Proper Class

INSPECTION: Summer X Winter
ACCESS: Co. 128, gated road follows
old R.R. grade across Co. land.

LEASE TRANSFERABILITY:
Transferable X
Non-transferable
Why?

DESCRIPTIVE COMMENTS ON LEASE AND BUIDINGS:

CABIN: No cabin yet - just cement footing and block foundation.

OUTHOUSE: 4 x 6 wood frame, oxboard on outside, not stained. Not much of a hole in the ground - probably does not meet Health Dept. specs.

BUILDINGS: Code Letter(s) →	A	B	C	D	E
TYPE	CABIN	OUTHOUSE			
SIZE	14 x 24	4 x 6			
SQ. FT.		24			
VALUE					
MATERIAL/SIDING		oxboard			
PAINTED/COLOR		natural			
CONDITION/APPEARANCE	foundation				
WORK NEEDED		stain/paint			

TOTAL SQ. FT. TOTAL VALUE \$ ASSESSOR'S VALUE \$
RECOMMENDED LEASE FEE \$659.00 CALCULATION Bid Price

SITE INSPECTION CRITERIA:	S	NS	COMMENTS
SITE LOCATION	X		
SITE APPEARANCE			No cabin yet - just foundation.
PROPER USE OF SITE	X		
SITE IDENTIFICATION			
SANITATION - GARBAGE	X		
SANITATION - TOILETS		X	Needs to be painted/stained.
CONFLICTING LAND USE	X		
SURROUNDING TIMBER	X		
NON-CONFLICTING USE	X		
SITE SIZE	X		
SITE ACCESSIBILITY	X		
SITE SETBACK	X		
SITE DENSITY	X		
COMPLIANCE - ALL REGS.			

NON-COMPLIANCE ITEMS TO BE INCLUDED IN NOTIFICATION LETTER:

1. Complete construction of cabin.
2. Paint, varnish or stain outhouse.
- 3.
- 4.

LETTER:

S1 X S2

Date Sent 1/5/93

Compliance Date:
 8/30/93

ADDITIONAL NOTES:

NEXT INSPECTION DUE: August 30, 1993

Reinspect in 8/93 to see if cabin has been built.

RE. St. Louis County Shu-Sland
Lease (L0389005)
Section 22, Township 62, Range 14

The address change for
C.A. Stackton, 282 S. Crookview
Afton Minnesota
has been changed to -
C.A. Stackton
4618 Oak Glen Dr.
Redding Calif. 96001

C.A. & Sharon L. Stackton
4618 Oak Glen Drive
Redding, Ca 96001

RECEIVED

MAR 22 1993

LAND COMMISSIONER

10000 00 public R
SUN. MAR 22 1993
017 2101

C. & Sharon L. Stockton
4618 Oak Glen Drive
Redding, Ca 96001



Mr. George Kirk
Saint Louis County
Land Department
Government Service Center
Duluth Minn.
55804

APPLICATION FOR ASSIGNMENT OF
ST. LOUIS COUNTY LEASEHOLD INTEREST

Current leaseholder(s), as shown on lease, must complete top portion of application:

Lessee: Marvin R. Beckman
Address: 1116 W. 5th St.
956 E. Pioneer Road
City: Duluth, MN 55804 55806
Daytime Phone #: (218) 726-2304 work

Lessee: Donna J. Beckman
Address: 1116 W. 5th St.
956 E. Pioneer Road
City: Duluth, MN 55804 55806
Daytime Phone #: (218) 726-0778 home
525-5486 home

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease #L03890005, issued for Shoreland purposes, on: Eagles Nest #1, Site 5, Secs. 22 & 27, Twp. 62, Rge. 14 to: Marvin R. Beckman & Carl A. Stockton

Signature: X Marvin R. Beckman
Date: X Sept 14, 1991

Signature: X Donna J. Beckman
Date: X Sept. 14, 1991

Party(ies) being assigned leasehold interest must complete the following:

Name: Marvin R. Beckman
Address: 1116 W. 5th St.
956 E. Pioneer Road
City: Duluth, MN 55804 55806
Daytime Phone #: (218) 726-2304 work

Name: Carl A. Stockton
Address: 282 So. Croixview Drive
City: Afton, MN 55001
Daytime Phone #: (612) 436-6636

I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in #L03890005 along with its responsibilities and obligations.

Signature: X Marvin R. Beckman
Date: X Sept 14, 1991

Signature: X C.A. Stockton
Date: X 9/22/91

- NOTE: 1) There is a \$25 fee for each lease assignment.
2) Personal Property Tax Payments for this lease site must be current before lease can be transferred.

cc: LCO
AD
Assessor
Lessee(s)

Approved by:

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



Saint Louis County

LAND DEPARTMENT • 7823 Highway 135, Virginia, Minnesota, 55792-2999, (218) 749-7132

July 30, 1991

Denny J. Bone
Area Land Manager

Marvin Beckman
1116 W. 5th St.
Duluth, MN 55806

RE: St. Louis County Shoreland Lease #L03890005
Sections 22 & 27, Township 62, Range 14

Dear Mr. Beckman:

This letter is in response to your construction request on your St. Louis County Shoreland Lease on Eagles Nest Lake #1.

Based upon our inspection, we have no objection to your plans to build a 14' x 24' cabin as staked on your site.

Our main concerns are:

1. Structures set back at least 100 feet from the shoreline and at least 10 feet from the sides of your lease site.
2. Maximum of three structures on lease site totaling not more than 1,500 square feet.
3. Earthtone color of structures.

Thank you for your cooperation. If you have any questions, please call the Area Office at (218) 749-7132.

CORDIALLY,

JOHN J. VOGEL
LAND COMMISSIONER

Denny J. Bone
BY: Denny J. Bone
Area Land Manager

NOTE: An outhouse must be constructed and maintained in a neat condition. Before you begin construction, you must submit building plans to the Land Dept. for approval. (Please let us know if you are using a portable privy as an alternative and do not intend to build an outhouse.)

DJB:mu
cc: LCO
AO File
FO File
Assessor

RECEIVED

JUL 31 1991

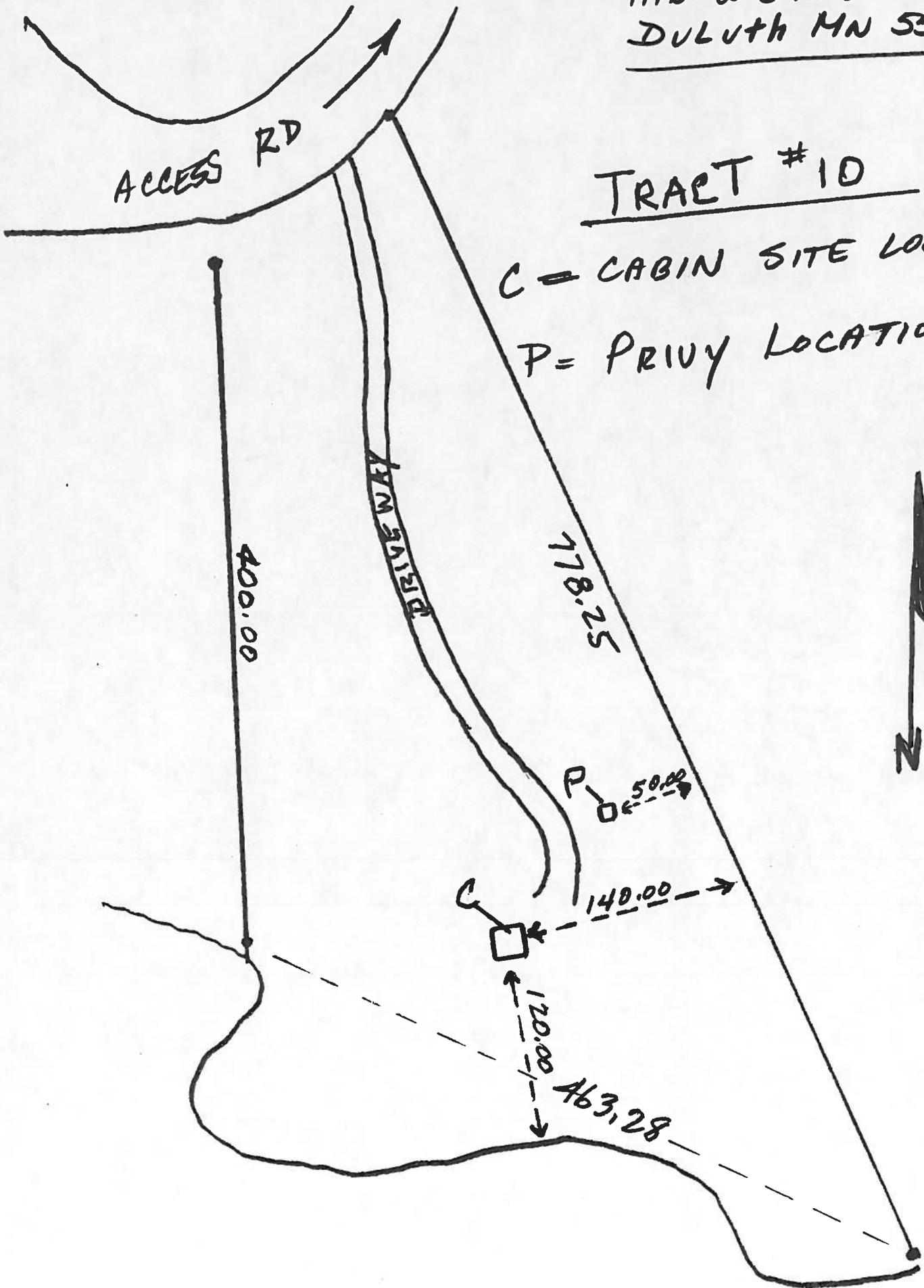
LAND COMMISSIONER

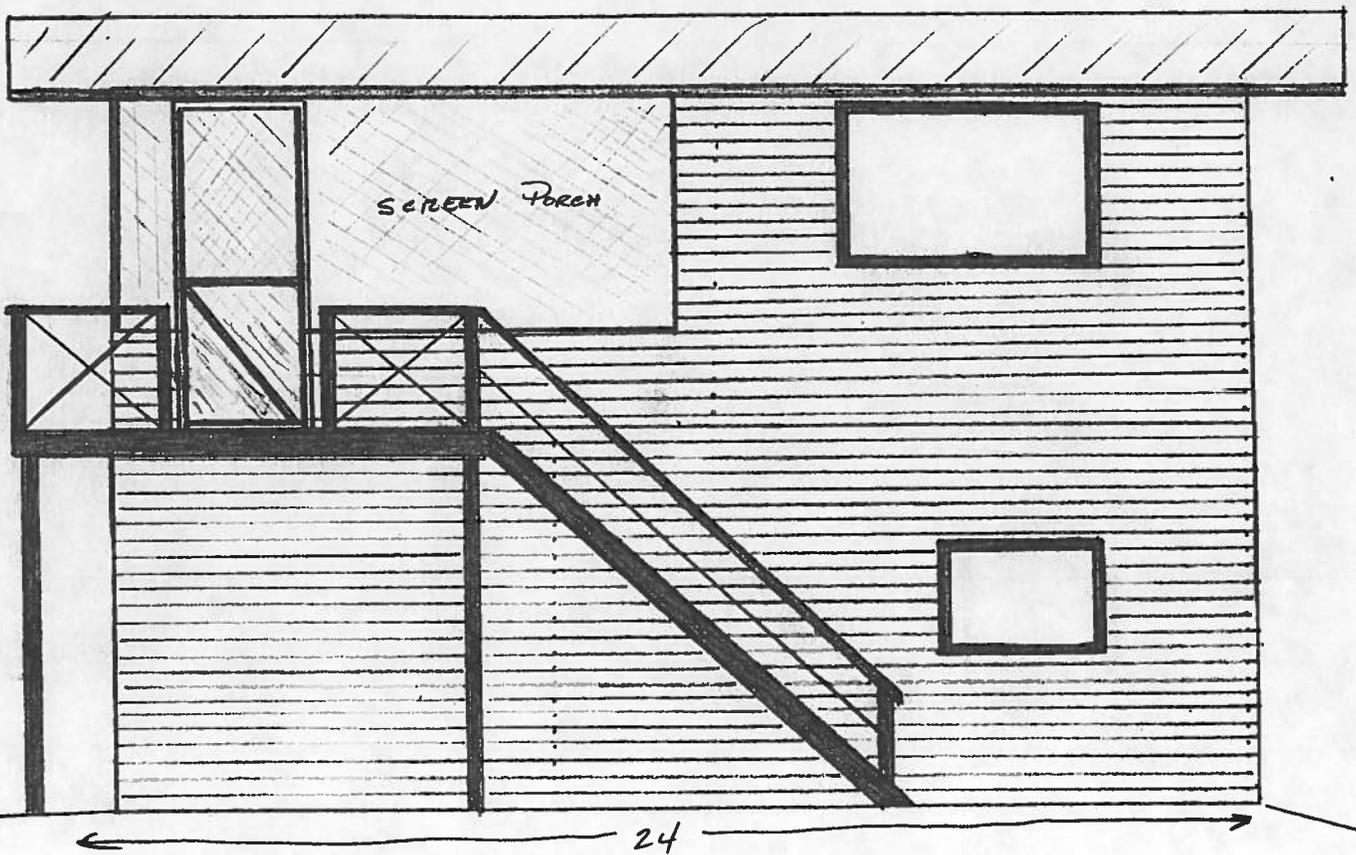
MARVIN R BECKMAN
1116 W 5TH ST
DULUTH MN 55806

TRACT # 10

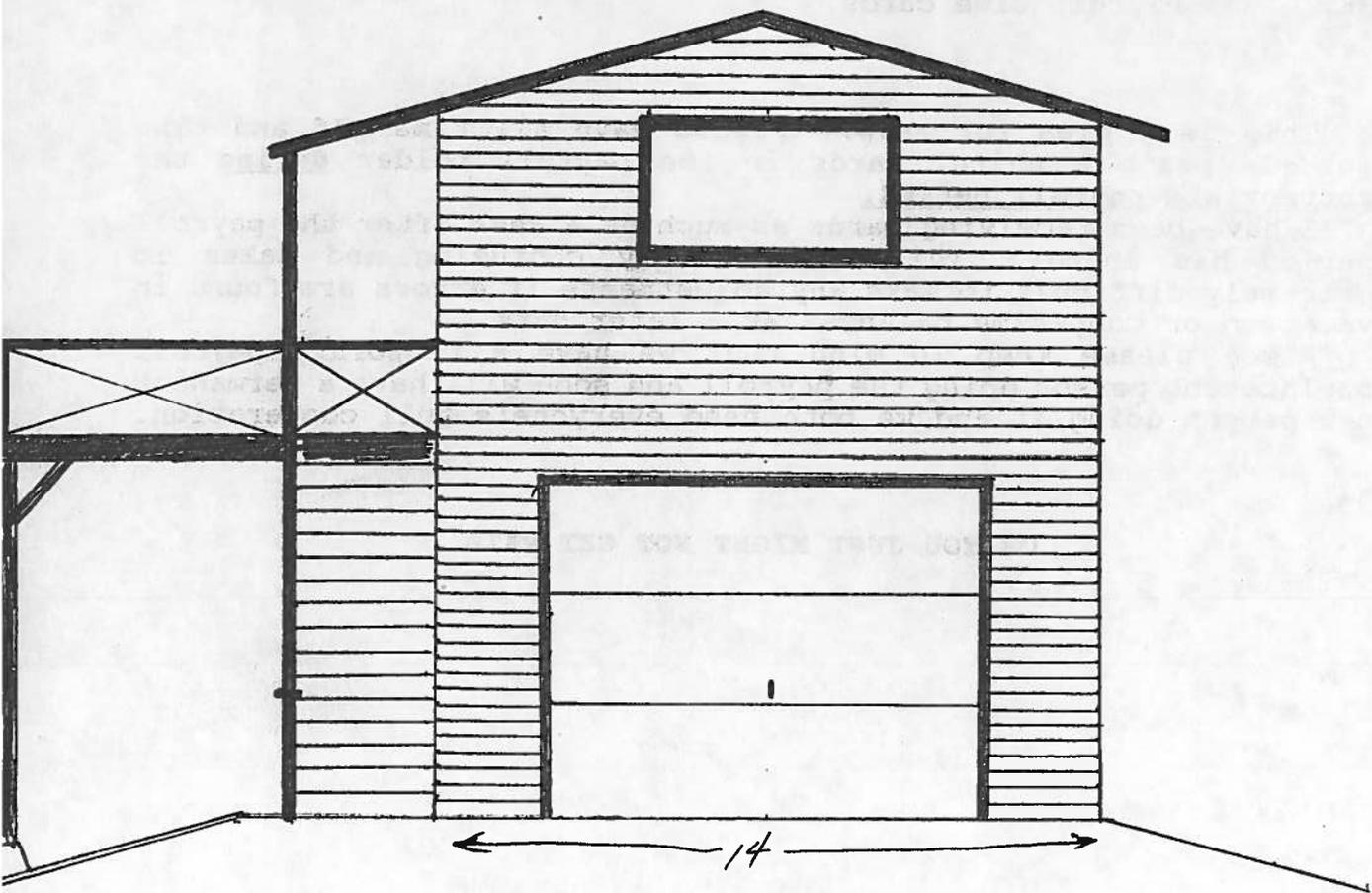
C = CABIN SITE LOCATION

P = PRIVY LOCATION

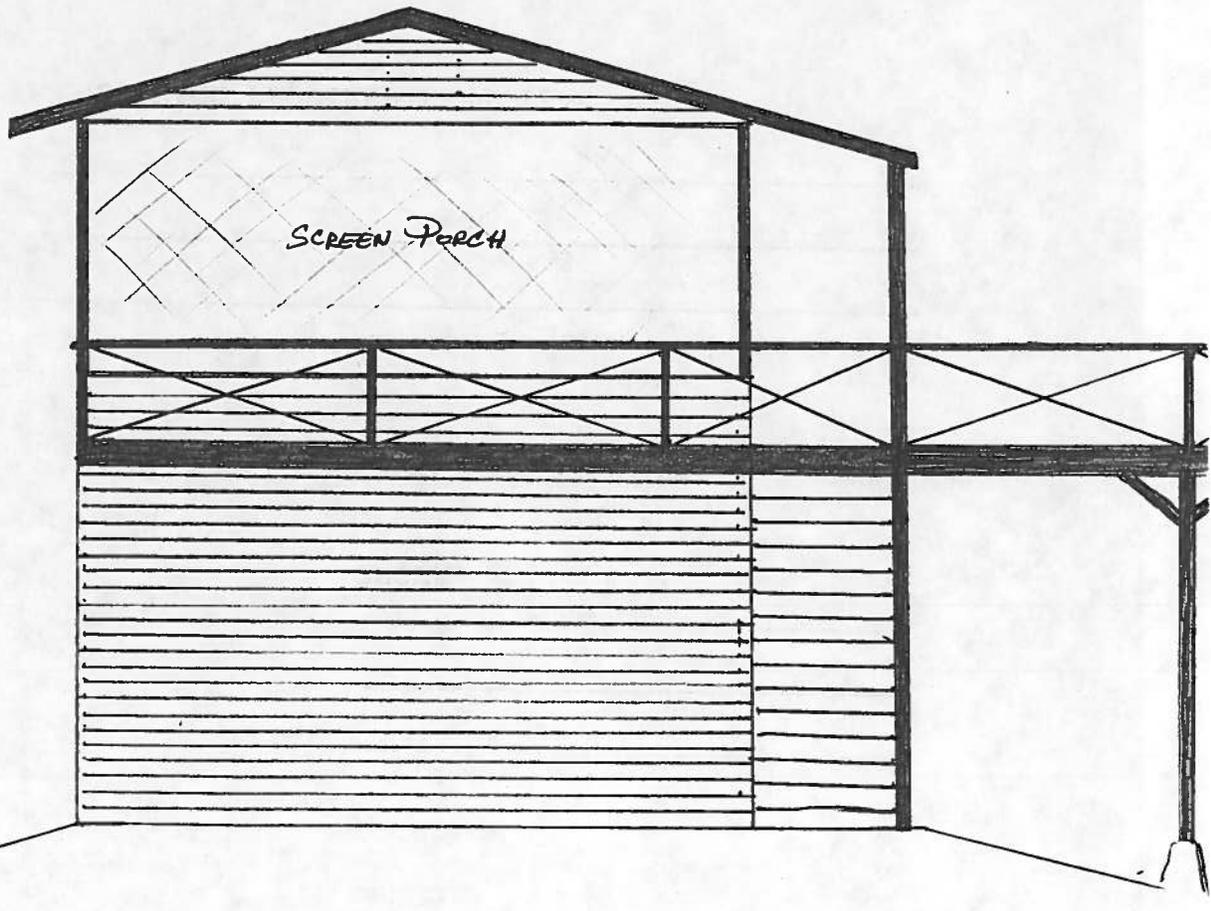




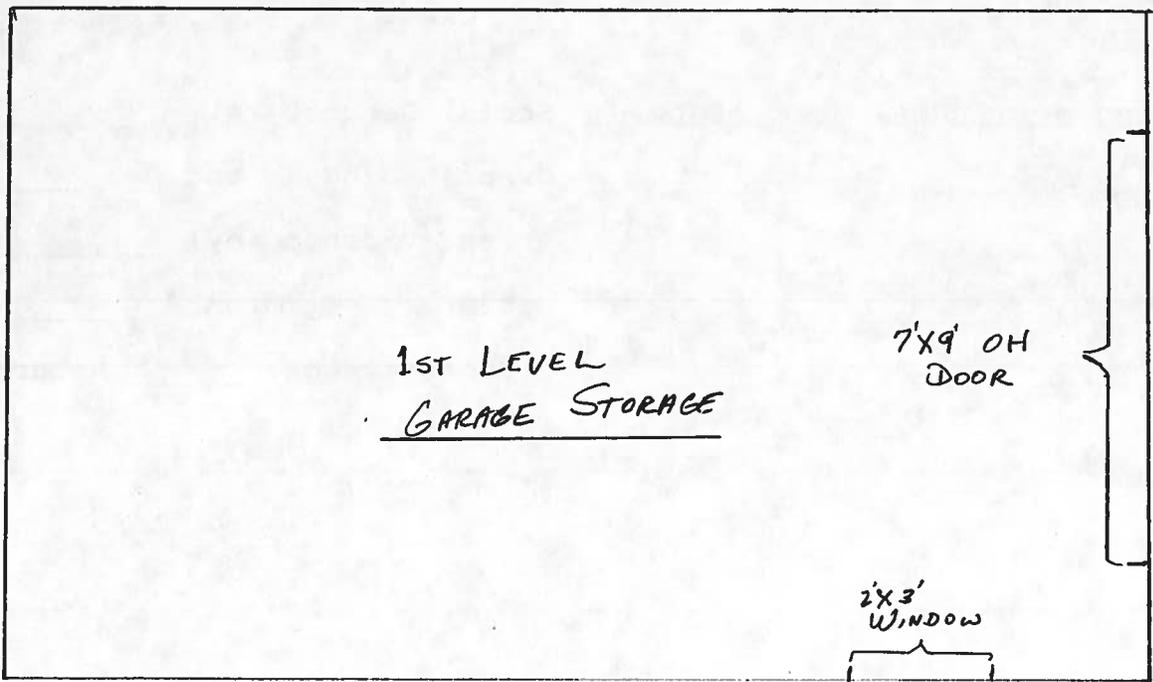
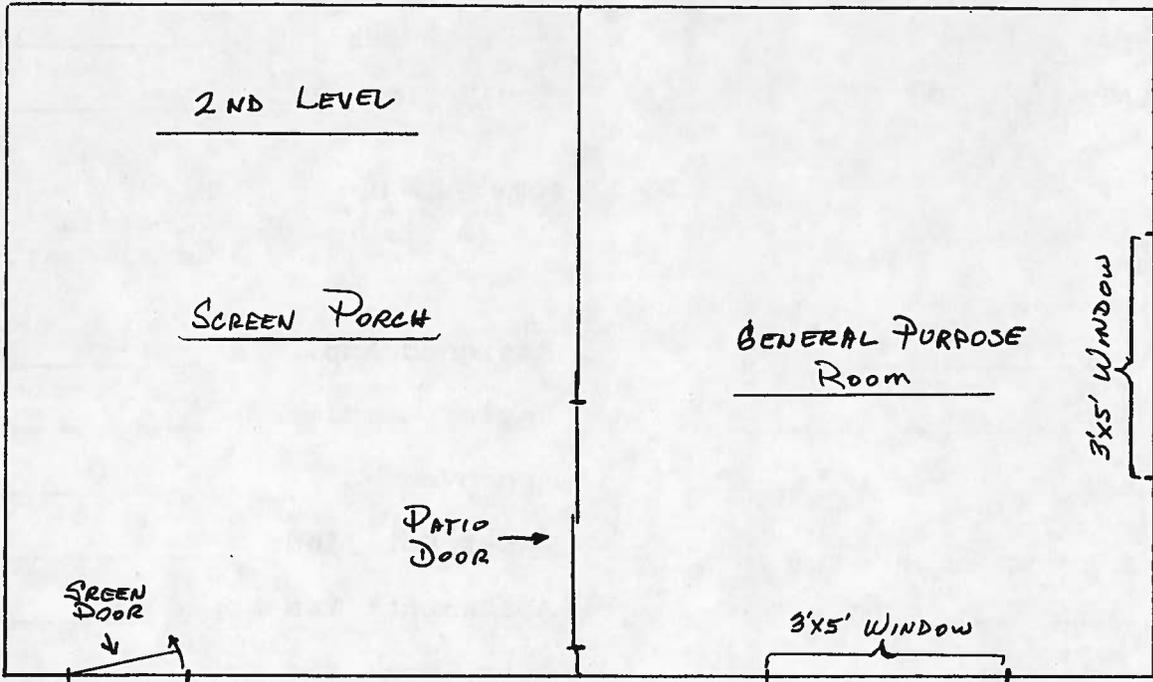
SOUTH VIEW



EAST END VIEW



WEST VIEW



SHORELAND LEASE

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

LESSEE: Marvin R. Beckman
956 E. Pioneer Road
Duluth, MN 55804
Telephone: 218-726-2304 (work)
218-525-5486 (home)

LESSEE: Donna J. Beckman
956 E. Pioneer Road
Duluth, MN 55804
Telephone: 218-525-5486 (home)

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

Pursuant to the authority provided under Minnesota Statute 282.04, Subd. 1, and in consideration of the sum of Three Hundred Twenty Nine & Fifty----- Dollars (\$329.50), receipt of which is hereby acknowledged for the initial period of rental for occupancy ending January 31, 1990, the Lessor does hereby lease shoreland site # 5 on Eagles Nest #1 located in Govt Lot 7/Sec 22 & Govt Lot 2/Sec 27 Section , Township 62 N., Range 14 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 Six Hundred Fifty Nine----- Dollars (\$ 659.00), 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.

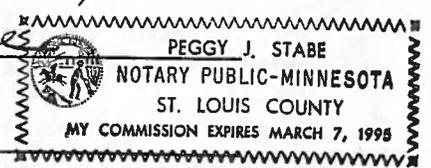
For St. Louis County Auditor
By: [Signature]
Land Commissioner's Representative
Date: 7/19/89

LESSEE: [Signature: Marvin R. Beckman]
Date: 7-13-89
LESSEE: X [Signature: Donna J. Beckman]
Date: X 7/13/89

Subscribed and sworn to before me this

13th day of July, 1989

[Signature: Peggy J. Stabe]
Notary Public



My Commission Expires _____

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.
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 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 shoreland 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 lawful 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, IT'S 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: Marvin Beckman LESSEE: Anna Beckman
 Date: 7-13-89 Date: 7/13/89

BID FORM

1989 St. Louis County Shoreland Lease Auction

NOTE: Sealed bids will be opened June 14, 1989 (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

I herewith submit a bid of \$ Six Hundred Fifty Nine
Dollars (\$ 659⁰⁰) for a St. Louis County
Shoreland lease of tract # 10 located on Eagles nest
1 Lake/Reservoir. This bid amount shall represent
the annual renewal fee for at least each of the first three
years of the lease.

NAME: MARVIN R BECKMAN
ADDRESS: 956 E PIONEER RD
DULUTH MN 55804
PHONE: (218) 726 2304 (work)
525 5486 (home)
SIGNATURE: Marvin R Beckman (Date): 5-22-89

Only one tract bid per bid form (photocopies of this form are acceptable). 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 1989. 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.

SEALED BID

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

RECEIVED

MAY 25 1989

LAND COMMISSIONER

DO NOT OPEN

St. Louis County

LAND DEPARTMENT

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

Room 607, Government Services Center
320 West 2nd Street
Duluth, Minnesota 55802
(218) 726-2606

June 26, 1989

RE: 1989 St. Louis County Shoreland Lease Auction

Congratulations! You are the successful bidder on a St. Louis County Shoreland lease site. I have already contacted you by phone to confirm your bid and continued interest in the lease site.

Attached, is a copy of your bid and the shoreland lease form. Please review the lease and if there are questions, call our office (218-726-2606) and ask for George. If not, proceed as follows:

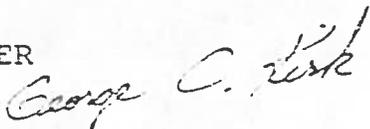
- 1) Choose a joint tenant if one is not already listed on the lease. Both tenants must sign and date the front and back and have their signatures notarized.
- 2) Attach a separate sheet of paper with the joint tenant's name, address, and phone number. We will type this information onto the front of the lease and return your copy.
- 3) Payment for this shoreland lease must accompany your signed lease. Please make check payable to "St. Louis County Auditor", in the amount of \$304.50 (one half of your bid amount minus \$25.00). This represents your lease payment through January 31, 1990. You will be billed in early January of each year for the full bid amount; payable in half or full amounts within 30 days, with the balance due by July 31st each year.

Your signed and notarized lease and payment must be received in our office no later than Wednesday, July 21, 1989. Leases not received by that time will be awarded to another bidder.

If you have any questions, do not hesitate to call.

CORDIALLY,

JOHN J. VOGEL
LAND COMMISSIONER



By: George C. Kirk
Land Use Forester

GCK:pr
attachment

America's Iron Ore Center...



at the Head of the Seaway

"An Equal Opportunity Employer"

FACT SHEET

EAGLE'S NEST #1 LAKE: TRACT #10

(Located in Gov't. Lot 7 of Section 22 and
Gov't. Lot 2 of Section 27, T. 62N. R. 14W)

Eagle's Nest #1 Lake (1,926 acres) is located 9 miles east of Tower. Follow State Hwy. #169, 8 miles east from Tower to Co. Rd. #128. Turn south onto Co. Rd. #128 for 0.8 mile to the abandoned railroad crossing. The railroad grade has been reconstructed by the group of leaseholders as a driveable access to their lease sites. It is gated because of the lack of turnarounds and to protect the road itself. Park off to the side of the gate and walk the 0.8 mile southwest. Follow the driveway southeast that services the lease sites. The lease site is signed on the back side of the lot, near its center. Structural setback requirements for this lake are 100 feet from the high water mark.

The group of lease sites on Eagles Nest Lake #1 is located on a peninsula with shallow soils and much exposed bedrock. The available lease site includes a small point of land, has a beautiful view of the lake, and is adjacent to an unoccupied boulder field.

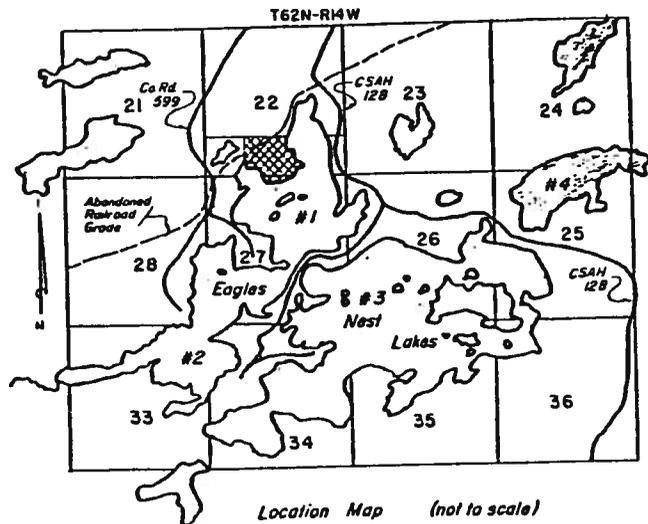
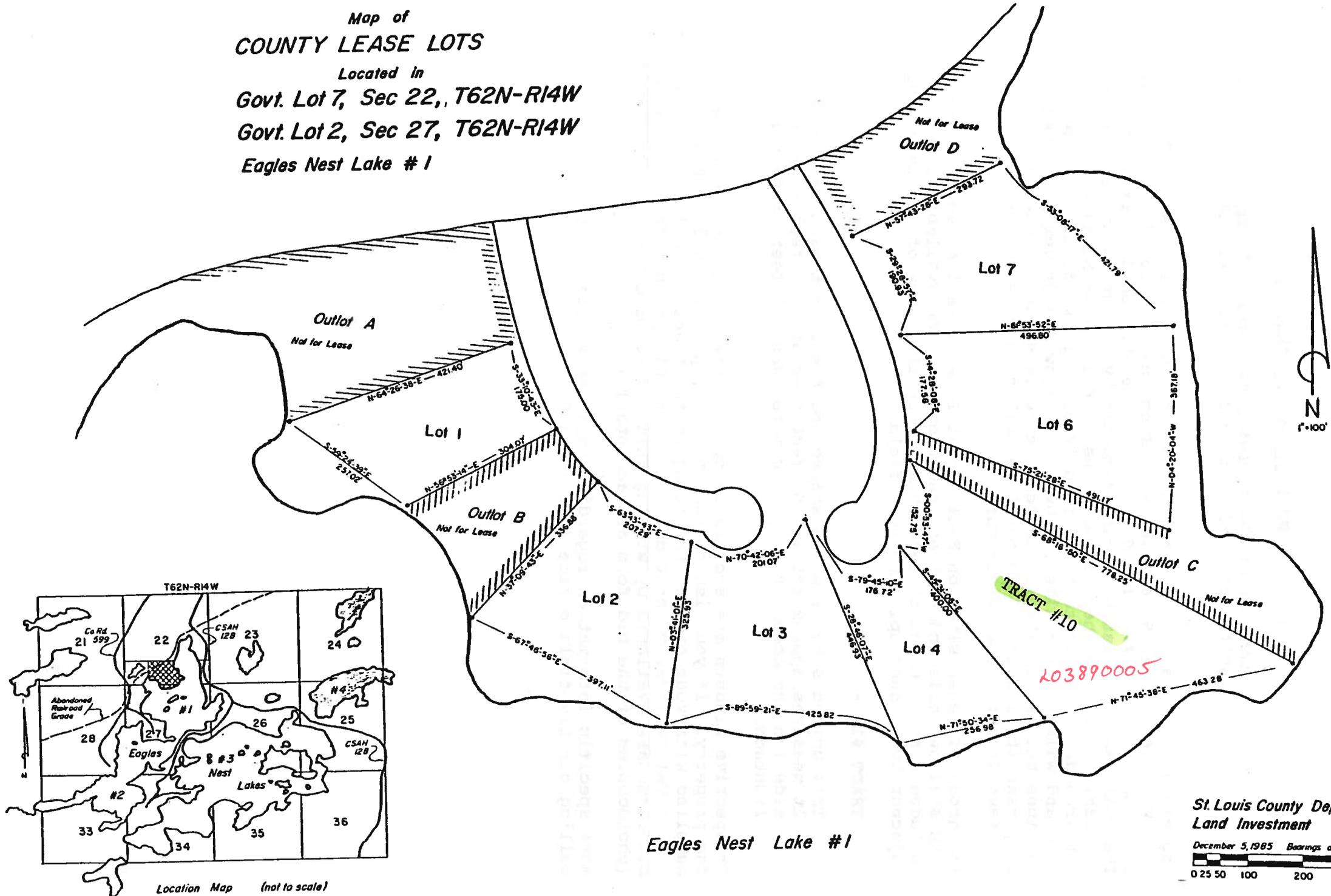
TRACT #10 -

This upland site is wedge shaped and has a southeast facing aspect. It measures approximately 450 feet deep and 150 feet wide on the back side (on the access road), with more than 450 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 (photocopies of the bid form are acceptable).

More specific information regarding this lease site can be obtained by calling our Ely field office (218)365-3106.

Map of
COUNTY LEASE LOTS
 Located in
 Govt. Lot 7, Sec 22, T62N-R14W
 Govt. Lot 2, Sec 27, T62N-R14W
 Eagles Nest Lake # 1



Eagles Nest Lake #1

St. Louis County Department of
 Land Investment
 December 5, 1985 Bearings are assumed
 0 25 50 100 200 300