

Graden Dordy/Graden, Steve
L03890008 #26
Upper Stone-N. Shore
~~Pedersen, Franklin~~



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

Wednesday, August 3, 2011

Primary Lessee:

STEVE GRADEN
815 16TH AVENUE
TWO HARBORS, MN 55616

Joint Lessee:

DONALD GRADEN
2317 HIGHWAY 2
TWO HARBORS, MN 55616

RE: Shoreland Lease L03890008

Inspection Date 7/21/2011

Dear Lease Holder:

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

Improper disposal of solid waste 1

Compliance Date: 5/1/2012

There is garbage in your firepit. As you may be aware, burning garbage in Minnesota is illegal and further such action should stop. Please remove garbage from your lease site and dispose of properly.

Improper disposal of solid waste 1

Compliance Date: 5/1/2012

Please remove PVC/sewer pipe from your lease site and dispose of properly.

We were unable to determine when the pea rock and large stones were brought into your shoreline. Please be advised that any work done in or near the water may require DNR approval, as well as authorization from our office. You must correct the condition(s) listed above, by the compliance dates shown. If the above listed conditions are not corrected, penalty fees will be charged.

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

Thank you,

Andrew Holak
Recreation Specialist

C: LCO, AO, FO

Individual Lease Summary:

Lease Number: L03890008

Wed. Aug 03, 2011

NW 1/4 NE 1/4, S S: 23 T: 55 R: 12

STEVE GRADEN
815 16TH AVENUE
TWO HARBO MN 55616

DONALD GRADEN
2317 HIGHWAY 2
TWO HARBO MN 55616
218-628-4562

Area: **Pike Lake** Management Unit **5** Appr. Value: **11000** Renewal Cost: **451.88**

Square Feet: **1054** Transferable: **Y** Transferable Reason:

Property Access:

Lease Comments: **UTM: 589429 /5232520. Upper Stone Lake-North Shore (Site 26-27). Septic put in 1994.**

Well Type: Septic Type: **Leach** Commercial Elec. Telephone
 Recommended_Fee: Fee Calc Method:
 Any non-compliance issues? Last_Inspection: **7/21/2011** Next_Inspection: **6/1/2014**

Shoreland Lease Information:

Site# **26**

LAKE_RIVER: **UPPER STONE LAKE** SITE_ACRES: **0** SITE_FEET: **0**
 SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT: **12/28/1993**

Type: **Cabin** Details of Type: **Cabin is brown with white trim. An open porch with railings is on the front measuring 24.5x10=245 sq ft and not included in the total. Cabin also has a small open deck with steps at the back. NEED DIMENSIONS OF STEPS**
 Paint/Color: **Brown**
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-shingle** Structure Setback: **0**
 Size (nearest .5 ft): **24.5 X 24** Square Feet of Building: **588** Included in Total? Bldg. Condition: **Good**
 Work Needed? Description (if needed):

Type: **Storage Shed** Details of Type: **Shed is painted brown. A small deck with steps out the front.**
 Paint/Color: **Brown**
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-shingle** Structure Setback: **0**
 Size (nearest .5 ft): **12 x 18.5** Square Feet of Building: **222** Included in Total? Bldg. Condition: **Good**
 Work Needed? Description (if needed):

Type: **Bunk house** Details of Type: **Bunk house is constructed on a cement slab with wood siding and painted brown with white trim.**
 Paint/Color: **Brown**
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **0**
 Size (nearest .5 ft): **14 x 16** Square Feet of Building: **224** Included in Total? Bldg. Condition: **Excellent**
 Work Needed? Description (if needed):

Type: **Toilet** Details of Type: **Outhouse is painted brown.**
 Paint/Color: **Brown**
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **0**
 Size (nearest .5 ft): **5x4** Square Feet of Building: **20** Included in Total? Bldg. Condition: **Fair**
 Work Needed? Description (if needed): **Started painting - needs to finish.**

**ST. LOUIS COUNTY LAND DEPARTMENT
DEAD TIMBER REMOVAL AUTHORIZATION**

LESSEE: Steve Graden
815 16th Avenue
Two Harbors, MN 55616

DATE ISSUED: 6-28-2011

EXPIRATION DATE: 9-28-2011

LEASE NUMBER: L03890008

LOCATION: NW-NE 23-55-12

As a St. Louis County Hunting Cabin, Recreation, or Shoreland lessee, you are hereby authorized to remove, for hazard reduction purposes and aesthetic benefits or other benefit to the county, one (1) cord or less of dead timber from county administered lands immediately adjacent to the above identified lease site or on lands described as follows:

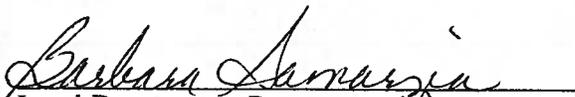
This authorization is subject to the following limitations:

- 1) No mechanical equipment will be used in the skidding operations.
- 2) The dead timber authorized for removal shall not be loaded on or into any motorized vehicle or transported in any fashion to a location other than the above listed lease site.
- 3) The State of Minnesota, St. Louis County, and their officials and employees shall in no way be liable for, and shall be free and harmless from any damages, claims or actions which may arise from this authorization. There may be natural or artificial hazards, hidden or apparent, resulting from logging or management activities and, as consideration for this authorization, you must assume all risk of injury or other loss when entering the described tax-forfeited land for the removal of trees. You hereby waive any rights you may have to bring a claim under Minnesota Statutes or common law.

The authorization is meant solely for the gathering of firewood and its use by the Lessee on the premises of the assigned lease. Failure to comply with the intent of this authorization and its limitations, or the removal of said timber from the premises for other uses will be cause for immediate revocation of this authorization and possible cancellation of the lease.

The duration of this authorization will be three (3) months from the date of issue. Upon its expiration, any privileges granted under this authorization will be null and void.

DURING THIS PERIOD OF REMOVAL, THE LESSEE MUST HAVE THIS AUTHORIZATION LETTER ON HIS PERSON.


Land Department Representative

cc: AO
FO
LCO



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 Krepps
Land Commissioner

September 27, 2007

Mark E. Reed
Deputy Land Commissioner

Steven Graden
815 - 16th Ave
Two Harbors, MN 55616

RE: St. Louis County Lease LEASE #L03⁸⁹80008

Dear Mr. Graden:

This letter is in response to your construction request on your St. Louis County Lease. Based upon our review and in keeping with the seasonal, non-residential nature of our leases, we have no objection to your plans to:

1. Build a 14' x 16' bunk house on a cement slab with wood siding, asphalt shingles and aluminum fascia.

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. Color of structures including roof must be medium to dark brown or green.
2. The maximum number of structures allowed on Shoreland Lease is four (4), totaling no more than 1,500 square feet.
3. All structures must be within 100 feet of the main cabin.
4. Structures must be a single story with sidewalls no higher than 8 feet and a total height no higher than 16 feet.

Our 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 me at 218-726-2659.

CORDIALLY,

ROBERT KREPPS
LAND COMMISSIONER

BY: Andy Holak
Recreation Specialist

AH/ah
cc: LCO, AO, FO, Assessor

St. Louis County, Land Department

Wednesday, September 20, 2006

Legal Description

NW 1/4 NE 1/4, S: 23 T: 55 R: 12

5713 Old Miller Trunk Highway
Duluth, MN 55811

John Thompson
Area Manager
(218) 625-3700

Primary Lessee:

STEVE GRADEN
937 SCENIC DRIVE
TWO HARBORS, MN 55616

Joint Lessee:

DONALD GRADEN
2317 HIGHWAY 2
TWO HARBORS, MN 55616

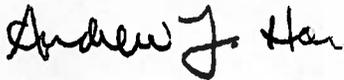
RE: St. Louis County:
SHORELAND LEASE

L03890008

Inspection Date: 9/12/2006

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

Thank you,



Andy Holak
Recreation Specialist

C: LCO
AO
FO



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

David J. Epperly
Land Commissioner

August 31, 2005

Mark E. Reed
Deputy Land Commissioner

Donald Graden
2317 Hwy 2
Two Harbors, MN 55616

**RE: APPEAL FOR REDUCTION OF \$50.00 PENALTY ON ST. LOUIS COUNTY
RECREATION CABIN LEASE L03890008**

Dear Mr. Graden:

After further investigation into the recent history of your lease, past inspections and reviewing your letter and copy of your attached trailer license registration receipt, we have reached the conclusion that your boat licensing is up to date and accounted for. **Therefore, on violation #1301, I will recommend that the \$50.00 penalty be canceled.** In the future, please be sure to affix the registration sticker immediately after purchasing.

I believe this action is a fair and equitable solution to the situation and hope that in the future the only correspondence you receive from the Land Department will be the affirmatory letter that your lease site is a-ok.

Sincerely,

Andy Holak
Forest Recreation Specialist

C: Sharyl/LCO
AO
FO

St. Louis County, Land Department

Friday, July 29, 2005

Legal Description

NW 1/4 NE 1/4, S: 23 T: 55 R: 12

5713 Old Miller Trunk Highway
Duluth, MN 55811

John Thompson
Forest Recreation Specialist
(218) 625-3700

Primary Lessee:

STEVE GRADEN
937 SCENIC DRIVE
TWO HARBORS, MN 55616

Joint Lessee:

DONALD GRADEN
2317 HIGHWAY 2
TWO HARBORS, MN 55616

RE: St. Louis County:

SHORELAND LEASE L03890008

Inspection Date: 7/14/2005

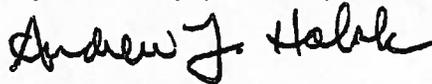
A recent inspection of your lease site has found the following condition(s) to be in violation of the terms of your lease:

1	Violation: 0901	Improper solid waste disposal (under 30 gal) Warning
Compliance Date:	10/1/2005	The PVC piping needs to be removed from the site and disposed of properly. The rubbish from the fire pit needs to be cleaned out continuously.
Penalty:	\$0.00	
2	Violation: 1301	Unauthorized storage of a motor vehicle 1st Notice
Compliance Date:	10/1/2005	The boat is not licensed, it needs to be licensed or removed from the site by 10/01/05.
Penalty:	\$50.00	

You are being charged a penalty fee of: \$50.00 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.



for John Thompson

Recreation Specialist

C: LCO
AO
FO



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

David J. Epperly
Land Commissioner

Mark E. Reed
Deputy Land Commissioner

April 18, 2005

Don Graden
2713 Highway 2
Two Harbors, MN 55616

RE: St. Louis County Lease LEASE #L03890008

Dear Mr. Graden:

This letter is in response to your construction request on your St. Louis County Lease.

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

1. Enlarge the deck in front of the cabin from 6' x 8' to 12' x 24' with steps extending another 3' out.

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:

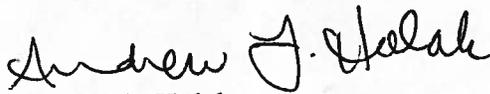
1. **Color of structures including the roof must be medium to dark brown or green.**
2. **Deck MUST remain open sided or it will be counted as square footage. Screening or half walls will be considered enclosing your deck.**

Our 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 me at 218-726-2659.

CORDIALLY,

DAVID EPPERLY
LAND COMMISSIONER


BY: Andy Holak
Forest Recreation Specialist

AH/ah

C: LCO, AO, FO, Assessor

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:

STEVE GRADEN
937 SCENIC DRIVE
TWO HARBORS MN 55616
TELEPHONE: 218-834-

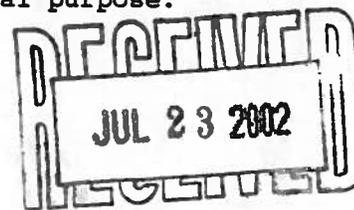
DONALD GRADEN
2317 HIGHWAY 2
TWO HARBORS MN 55616
TELEPHONE: 218-628-4562

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 # 26/27 on Upper Stone Lake North Shore located in NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Section 23, Township 55 N., Range 12 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, 2002 through January 30, 2003 and shall be automatically renewed annually unless terminated.
- LEASE FEE.** The lease fee shall be established by Resolution of the St. Louis County Board and payable within 30 days after notice of amount due. A penalty shall be imposed for late payment.
- ASSIGNMENT.** A name change or assignment of a lease must be approved by the Lessor prior to the sale of personal property on the site. Assignment of a Shoreland lease for a site without a dwelling structure (cabin) will not be approved. Lessee shall not sublet the lease site or any part thereof or use it for any commercial purpose.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIRGINIA AREA OFFICE:

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

DULUTH AREA OFFICE:

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

18. ADDITIONAL TERMS AND CONDITIONS:

LESSEE Steve Grock

DATE 7/19/02

LESSEE David Lead

DATE 7/19/02

Subscribed & Sworn to before me on this
19th day of July, 20 02

Julianne Pearson
NOTARY PUBLIC

My Commission Expires: 1-31-05



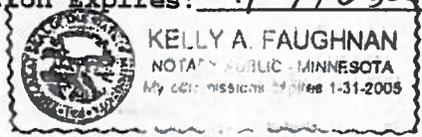
FOR ST. LOUIS COUNTY AUDITOR

BY: [Signature]
Land Commissioner's Representative

Subscribed & Sworn to before me on this
19th day of July, 20 02

Kelly A. Faughnan
NOTARY PUBLIC

My Commission Expires: 1/31/05



Date: 7-25-02

LCO
AO
FO

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

EXHIBIT B: SHORELAND LEASE

VIOLATIONS AND PENALTIES

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

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

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

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

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

Additional remedies for violations:

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

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

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

** This will be at the discretion of lessor.



Saint Louis County

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

January 4, 2000

David J. Epperly
Land Commissioner

Please note the following change to the second paragraph of Item 7 of your lease agreement. This change will make your lease requirements more clear and allow you additional roofing options. Wording has been added in the second paragraph of Item 7 to allow the use of **metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color**. We will also be allowing the use of **vinyl, aluminum or metal siding in a medium to dark brown or green color**. In addition the wording "**medium**" has been added to the third sentence of the second paragraph of Item 7 to allow **medium to dark brown or green colors** for paint, oil or stain.

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

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

SECOND PARAGRAPH ITEM 7 (amendments indicated in bold)

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

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

St. Louis County, Land Department

Wednesday, July 10, 2002

Legal Description

NW 1/4 NE 1/4, S: 23 T: 55 R: 12

5713 Old Miller Trunk Highway

Duluth, MN 55811

John Thompson

Area Land Manager

(218) 729-8480

Primary Lessee:

DONALD K GRADEN
2317 HIGHWAY 2
TWO HARBORS, MN 55616

Joint Lessee:

GERALDINE S GRADEN
2317 HIGHWAY 2
TWO HARBORS, MN 55616

RE: St. Louis County:

SHORELAND LEASE L03890008

Inspection Date: 6/25/2002

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

1	Violation: 1300	Unauthorized storage of a motor vehicle
Compliance Date: 8/31/2002	Your pontoon boat is currently unlicensed. It must be registered or removed from the site by the compliance date.	

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.

Mark Weber for
John Thompson Area Land Manager

C: LCO
AO
FO

APPLICATION FOR ASSIGNMENT OF
ST. LOUIS COUNTY LEASEHOLD INTEREST

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

Primary Lessee: DONALD K. GRADEN	Joint Lessee: GERALDINE S. GRADEN
Address: 2317 HIGHWAY 2 TWO HARBORS MN 55616	Address: 2317 HIGHWAY 2 TWO HARBORS MN 55616
Phone: 218-834-4106	Phone: 218-834-4106

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease #L 03890008, issued for a: (please check one)

Recreation OR Shoreland lease on: (legal) Sites 26/27 on Upper Stone Lake North Shore, 23-55-12

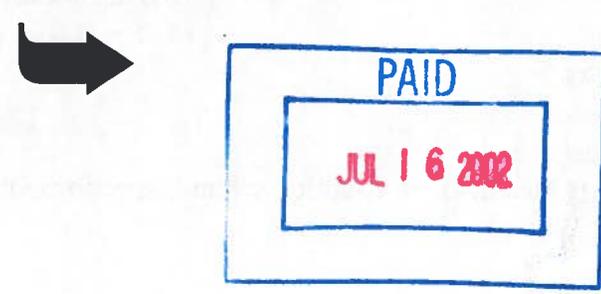
TO: (name) Donald Graden and **STEVE GRADEN**

Signature: Donald Graden Signature: Geraldine S. Graden
Date: 7/2/02 Date: 7/2/02

Subscribed and sworn to before me on this 2nd day of July, 2002
Susan M. Turnquist
NOTARY PUBLIC TURNQUIST
NOTARY PUBLIC - MINNESOTA
My commission expires: 01-31-2005

Subscribed and sworn to before me on this 2nd day of July, 2002
Susan M. Turnquist
NOTARY PUBLIC
SUSAN M. TURNQUIST
NOTARY PUBLIC - MINNESOTA
My commission expires: 01-31-2005

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



Set to 911

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

Joint Primary Lessee: DONALD GRADEN Age: 59 **Primary Joint Tenant:** STEVE GRADEN Age: 34
Address: 2317 Hwy 2 **Address:** 937 SCENIC DRIVE
TWO HARBORS, MN 55616 TWO HARBORS, MN 55616
Daytime Phone: (218) 628 4562 **Daytime Phone:** (218) 834-

I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in Lease #L 03890008 along with its responsibilities and obligations.

Signature: Donald Graden

Signature: Steven L. Graden

Date: 7/2/02

Date: 7/2/02

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

On-site well?: Yes No

Check One: Drilled Dug Drive-point

4) On-site septic system?: Yes No

Approved By: Terri Malec

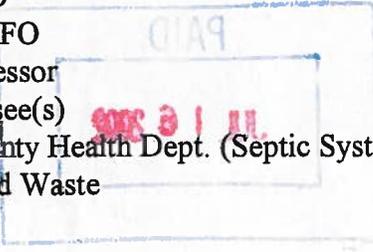
Date: 7/10/02

St. Louis County Land Commissioner's Representative

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

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

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



Individual Lease Summary:

Lease Number: L03890008

Mon. May 13, 2002

NW 1/4 NE 1/4, S: 23 T: 55 R: 12

DONALD K GRADEN
2317 HIGHWAY 2
TWO HARBO MN 55616
218-834-4106

GERALDINE S GRADEN
2317 HIGHWAY 2
TWO HARBO MN 55616
218-834-4106

Area: DULUTH **792** Management Unit 5 Appr. Value: 11000 Renewal Cost: 359.16
Square Feet: ~~576~~ Transferable: Transferable Reason: 2, Site needs some cleanup and the trailer and pickup rear end should be removed before being considered transferable.

Property Access:

Lease Comments: Upper Stone Lake-North Shore (Site 26-27). Site doesn't seem to be used much. Owners are storing a fifth wheel AMF travel trailer(1986 stickers) and the rear end of a chevy pickup. Some cleanup of 13 trusses is also needed. There is also a pontoon boat and small fishing boat that have 1993 stickers on shore. There is also a very old boat which has very old stickers. Site needs much work, maintenance on buildings and grounds.

Well Type: Septic Type: Commercial Elec. Telephone
Recommended_Fee: Fee Calc Method: 6-1-02
Any non-compliance issues? Last_Inspection: 9/11/1999 Next_Inspection: 9-1-02
6/11/2002

Shoreland Lease Information:

Site# 26

LAKE_RIVER: UPPER STONE LAKE SITE_ACRES: 0 SITE_FEET: 0
SITE_VALUE: 0 LKCLS_CODE: RD DATE_UPDT:12/28/1993

Type: **Cabin** Details of Type:
Paint/Color
Construction Typ **Frame** Siding **Solid Wood** Roofing **Asphalt-shingle** Structure Setback **0**
Size (nearest .5 ft **19 X 24** Square Feet of Buildin **456** Included in Total? Bldg. Condition: **Fair**
Work Needed? Description (if needed)

Type: **Enclosed Porch** Details of Type:
Paint/Color
Construction Typ **Frame** Siding Roofing **Asphalt-shingle** Structure Setback **0**
Size (nearest .5 ft **5 X 24** Square Feet of Buildin **120** Included in Total? Bldg. Condition: **Fair**
Work Needed? Description (if needed)

Type: Storage Shed
color: dark brown
construction type: Frame siding: wood roofing: asphalt-shingle
size: 12x18 Square feet of bldg.: 216 Bldg. Condition: good

Temi-
This is the new info.
Thanks!



Saint Louis County

Land Department • 5713 Old Miller Trunk Highway • Duluth, Minnesota 55811-1221
Phone: (218) 729-8480 • Fax: (218) 729-6324

April 28, 2000

John Thompson
Area Land Manager

DON GRADEN
2317 HIGHWAY 2
TWO HARBORS MN 55616

**RE: ST. LOUIS COUNTY SHORELAND LEASE #L03890008
SECTION 23, TOWNSHIP 55N, RANGE 12W**

Dear Mr. Graden:

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

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

1. Add a 12' x 18' storage shed to your lease site.
2. Rebuild your deck to the full width of your cabin front...remaining 5' deep and open (unwalled/unroofed).
3. Remove the standing dead trees as you've outlined and shown through your digital pictures. Thanks.

Our main concerns are:

1. Structures set back at least **100 feet** from the shoreline and at least **20 feet** from the sides of your lease site.
2. Maximum of four structures on lease site totaling not more than 1,500 square feet.
3. Earthtone color of structures (medium to dark brown or green recommended).
4. Construction must be completed by **DECEMBER 31, 2000**.

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

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

CORDIALLY,

DAVID EPPERLY
LAND COMMISSIONER

BY: John Thompson
Area Land Manager

JT/tm

C: LCO, AO, FO, Assessor



Saint Louis County

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

(218) 729-8480

Fax: (218) 729-6324

October 28, 1999

John Thompson
Area Land Manager

DON GRADEN
2317 HIGHWAY 2
TWO HARBORS MN 55616

**RE: ST. LOUIS COUNTY SHORELAND LEASE #L03890008
SECTION 23, TOWNSHIP 55N, RANGE 12W**

Dear Mr. Graden:

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

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

1. Move an outhouse structure (4 x 4) from your neighbor's lease (Heilig?) onto yours. We're assuming that you've talked to them and have their permission to do so.

Our main concerns are:

1. Structures set back at least 100 from the shoreline and at least 20 feet from the sides of your lease site.
2. Maximum of four structures on lease site totaling not more than 1,500 square feet.
3. Earthtone color of structures (dark brown or dark green recommended).

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

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

CORDIALLY,

DAVID EPPERLY
LAND COMMISSIONER


BY: John Thompson
Area Land Manager

JT/tm

C: LCO, AO, FO, Assessor

"Trust Lands, Managed For People of This County"

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:

DONALD K GRADEN
2317 HIGHWAY 2
TWO HARBORS MN 55616
TELEPHONE: (218) 834-4106

GERALDINE S. GRADEN
2317 HIGHWAY 2
TWO HARBORS MN 55616
TELEPHONE: (218) 834-4106

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 #26/27 on Upper Stone Lake _____ North Shore located in NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Section 23, Township 55 N., Range 12 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, 1999 through January 31, 2000 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 Donald L. Graden

Date: 9/17/99

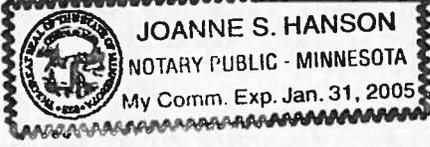
LESSEE Geraldine S. Graden

Date: 9/17/99

Subscribed & Sworn to before me on this
17th day of September, 1999

Joanne S. Hanson
NOTARY PUBLIC

My Commission Expires: 1-31-05

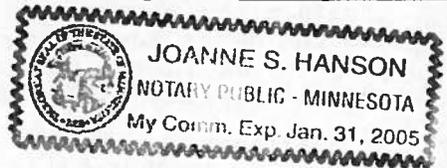


FOR ST. LOUIS COUNTY AUDITOR

Subscribed & Sworn to before me on this
17th day of September, 1999

Joanne S. Hanson
NOTARY PUBLIC

My Commission Expires: 1-31-05



BY: John D. [Signature]
Land Commissioner's Representative

Date: 9-17-99

LCO
AO

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

EXHIBIT B: SHORELAND LEASE

VIOLATIONS AND PENALTIES

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

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

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

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

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

Additional remedies for violations:

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

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

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

** This will be at the discretion of lessor.



Saint Louis County

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

(218) 729-8480

Fax: (218) 729-6324

John Thompson
Area Land Manager

September 1, 1999

DONALD K. GRADEN
2317 HIGHWAY 2
TWO HARBORS MN 55616

**RE: ST. LOUIS COUNTY SHORELAND LEASE #L03890008
FORMER MARTIN CLARK LEASE - UPPER STONE LAKE**

Mr. Graden:

This letter is just a follow-up to our phone conversation today. As a condition of the transfer of the above named lease to you, the following problems on the site need to be taken care of by December 31, 1999.

1. The generator and old trusses stored on the site for years need to be removed and properly disposed of. Apparently, this step has already been taken.
2. The cabin needs to see some repairs as soon as possible, including fixing rotting front steps and disrepaired doors. These are items we expect you would want to take care of immediately, anyway.
3. The site should be reclaimed from the badly overgrown condition that exists. A good brushing/mowing of the lot should be done. You indicated a desire to do this right away as well.

Please sign this letter and send us back a signed copy in the enclosed, stamped envelope as acknowledgment of what needs to be taken care of on the site. If you have any questions, please give us a call.

Sincerely,

JOHN THOMPSON
Area Land Manager

By: Randy Roff
Forester

cc: LCO, AO, FO

I acknowledge receipt of this letter and accept the conditions for site repair that it details.

Donald K. Graden

9/17/99

Date

APPLICATION FOR ASSIGNMENT OF
ST. LOUIS COUNTY LEASEHOLD INTEREST

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

Primary Lessee: MARTIN CLARK

Joint Lessee: ROBERTA D. CLARK

Address: 4514 ISLAND LAKE DR.

Address: 4514 ISLAND LAKE DR.

DULUTH MN 55803

DULUTH MN 55803

Phone:

Phone:

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease #L 03890008, issued for a: (please check one)

Recreation OR Shoreland lease on:(legal) Site 26/27 on Upper Stone Lake North Shore

TO:(name) DONALD K. Graden and Geraldine S. Graden

Signature:

Martin Clark

Signature:

Roberta D Clark

Date:

9/17/99

Date:

9/17/99

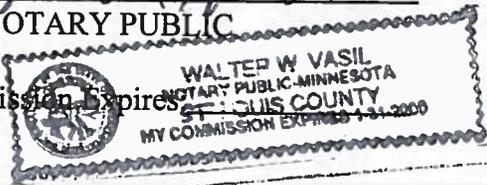
Subscribed and sworn to before me on

this 17 day of Sept, 1999

Subscribed and sworn to before me on

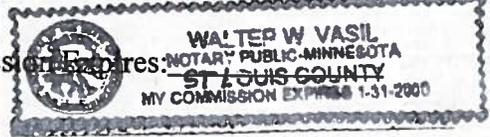
this 17 day of Sept, 1999

NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC



My Commission Expires:

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



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

Primary Lessee: Donald K. Graden Age: 56 Joint Tenant: Geraldine S. Graden Age: 54
Address: 2317 Hwy 2 Address: same
Two hurbus moor 55616
Daytime Phone: (215) 834-4106 Daytime Phone: () same

I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in Lease #L 03890008 along with its responsibilities and obligations.

Signature: Donald K. Graden Signature: Geraldine S. Graden
Date: 9/17/99 Date: 9/17/99

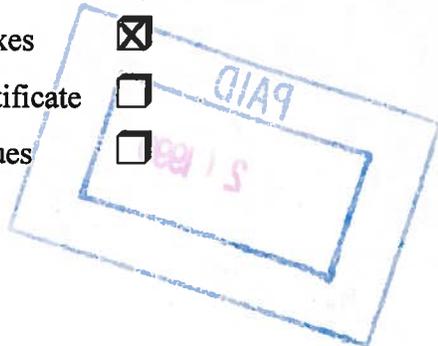
- NOTE:**
- 1) There is a \$75 fee for each lease assignment.
 - 2) Personal Property Tax payments, and Solid Waste Fees, if applicable, for this lease site must be current before lease can be transferred.
 - 3) A completed **Well Disclosure Certificate** must be attached to this assignment form.
 - On-site well?: Yes No
 - Check One: Drilled Dug Drive-point
 - 4) On-site septic system?: Yes No

Approved By: [Signature] Date: 9-17-99
St. Louis County Land Commissioner's Representative

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

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

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



BILLING STATEMENT

DATE: January 13, 1999

RETURN PAYMENT TO:

ACCOUNT: L03890008

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

BILLED TO: Martin Clark
4514 Island Lake Drive
Duluth, MN 55803

This billing is for: VIOLATION OF LEASE TERMS

Location:

Item:	Charges	Payments
Unauthorized Storage of a camper or trailer	\$50.00	
Improper Disposal of Solid Waste (30 gallons)	\$50.00	
LATE PAYMENT PENALTY	\$25.00	

PAYMENT DUE: \$125.00

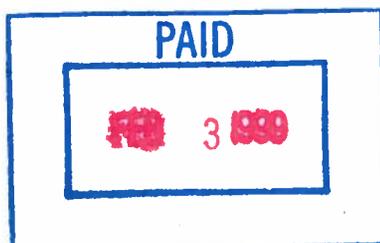
PAYMENT IS DUE WITHIN 30 DAYS FROM DATE OF BILLING - FEB. 14, 1999

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 (218-729-8480) and ask for JOHN THOMPSON, AREA LAND MANAGER-PIKE LAKE

Thank you.

LCO
PURCHASER
AREA





Saint Louis County

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

(218) 729-8480

Fax: (218) 729-6324

John Thompson
Area Land Manager

January 13, 1999

Martin Clark
4514 Island Lake Drive
Duluth, Mn 55803

RE: ST. LOUIS COUNTY LEASE L03890008

In July 1998, you were billed \$275.00 for uncorrected violations of the terms of your lease. Subsequent to that billing, Mrs. Clark came into our office and explained that you have had some rather serious health problems which kept you from correcting the problems cited.

Taking that into account, the Land Department is willing to reduce the penalty to the original amount of \$100.00 plus a \$25.00 late fee. This must be paid immediately as this problem has persisted for several years. It is time to get this issue solved.

An inspection for compliance will be made after June 15, 1999. If the same problems exist, further penalties, including loss of the lease may be invoked. If you have any questions please contact us immediately.

Sincerely,

John Thompson
Area Land Manager

cc: Holak
Roff
Odegard
file



Saint Louis County

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

(218) 729-8480

Fax: (218) 729-6324

July 7, 1998

John Thompson
Area Land Manager

MARTIN CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803

RE: ST. LOUIS COUNTY SHORELAND CABIN SITE LEASE #L03890008

Mr. Clark:

On October 30, 1997, you were made aware that several conditions existed on your lease which needed correction. In addition, you were assessed a \$100.00 penalty as per the terms of your lease.

On May 13, 1998, you were sent a reminder letter and advised to pay the penalties and correct the problems. The deadline for compliance was June 30, 1998. Your lease was reinspected on July 6, 1998, and found to be unchanged from previous inspections. In addition, you have not paid the \$125.00 penalty (\$100.00 penalty plus a \$25.00 late fee).

Therefore, under the terms of your lease, this letter constitutes a second notice to correct these problems. As per your lease, additional penalties are now accrued:

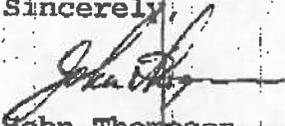
Improper disposal of solid waste	\$75.00
Unauthorized storage of a camper or trailer	\$75.00

Lease penalties are cumulative. The total now owed is \$275.00.

You will have 30 days from the receipt of this notice to correct the lease violations and pay the entire penalty. Failure to do so may result in cancellation of your lease.

Please address these problems in a timely manner.

Sincerely,


John Thompson
Area Land Manager

JT/jh

Enclosures: Dec. 28, 1995 letter
Oct. 30, 1997 letter
Jan. 5, 1998 letter (error on date)
May 13, 1998 letter
Page 5 of lease agreement

cc: J. Vogel
D. Epperly
A. Holak
Area file

Trust Lands, Managed For People of This County

TOTAL P.02

BILLING STATEMENT

DATE: November 3, 1997

RETURN PAYMENT TO:

ACCOUNT: L03890008

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

BILLED TO: Martin Clark
4514 Island Lake Drive
Duluth, MN 55803

This billing is for: Non Compliance of Lease Terms

Location:

Item:	Charges	Payments
Unauthorized storage of a camper or trailer	\$ 50.00	
Improper Disposal of Solid Waste (30 gallons)	<u>\$ 50.00</u>	
	\$100.00	

PAYMENT DUE: \$100.00

PAYMENT IS DUE WITHIN 30 DAYS FROM DATE OF BILLING - DEC. 3, 1997

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 (218-729-8480) and ask for
JOHN THOMPSON, AREA LAND MANAGER-PIKE LAKE OFFICE

Thank you.

LCO
PURCHASER
AREA

BILLING STATEMENT

DATE: November 3, 1997

RETURN PAYMENT TO:

ACCOUNT: L03890008

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

BILLED TO: Martin Clark
4514 Island Lake Drive
Duluth, MN 55803

This billing is for: Non Compliance of Lease Terms

Location:

Item:	Charges	Payments
Unauthorized storage of a camper or trailer	\$ 50.00	
Improper Disposal of Solid Waste (30 gallons)	<u>\$ 50.00</u>	
	\$100.00	

PAYMENT DUE: \$100.00

PAYMENT IS DUE WITHIN 30 DAYS FROM DATE OF BILLING - DEC. 3, 1997

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 (218-729-8480) and ask for
JOHN THOMPSON, AREA LAND MANAGER-PIKE LAKE OFFICE

Thank you.

LCO
PURCHASER
AREA



Saint Louis County

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

(218) 729-8480

Fax: (218) 729-6324

OCTOBER 30, 1997

PRIMARY LESSEE:
MARTIN CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803

JOINT LESSEE:
ROBERTA CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803

John Thompson
Area Land Manager

RE: ST. LOUIS COUNTY SHORELAND CABIN SITE LEASE (L03890008)

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

1. **Unauthorized storage of a camper or trailer - \$50.00 Penalty.** In December of 1995, and then again in December of 1996, you were requested to remove the old Chevrolet pickup truck rearend (with generator) from the site. You have not done so (Item #8 of your lease states: "The storage of unlicensed or unregistered boats, vehicles, or other machinery on this lease site is prohibited.")
2. **Improper disposal of solid waste (30 gallons) - \$50.00 Penalty.** As with the above, in December of 1995 and 1996, you were requested to remove the old trusses stored on the site (Item No. 4 of your lease 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.")

These are a violation of the lease and you are being charged a \$100 penalty fee. A check or money order (made payable to "St. Louis County Auditor") must be mailed to the Land Department within 30 days of the billing date.

You must correct the conditions listed above by June 30, 1998. A reinspection of this site will be scheduled after that date and if these violations remain, an additional penalty fee will be charged.

In addition, you have been asked to do maintenance upkeep work on the cabin (weathering severely) as well as site upkeep. Please make an effort at these problems as well next summer.

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

Sincerely,

John Thompson, Area Land Manager

RECEIVED

OCT 31 1997

LAND COMMISSIONER

RR/jh

c: LCO, AO, FO

St. Louis County Land Department Cabin Lease Review

L03890008	MARTIN CLARK	ROBERTA D. CLARK
	4514 ISLAND LAKE DRIVE	4514 ISLAND LAKE DRIVE
	DULUTH, MN 55803	DULUTH, MN 55803
Location:	T55 R12 S23 NW $\frac{1}{4}$ -NE $\frac{1}{4}$	Office: Duluth - 7
Tax Paid:		Well: None
Utility:	Telephone	Septic: None
Access:	Summer	
LD Road:	2410 Drummond Line	
		Total Sq.Ft: 576.00
		Annual Fee: 309.15
		Estimated Value: 5,500.00
		Assessor's Value:

No	Structure*	Type	Siding	Roof	Dimensions	Sq.ft	Value
1	*Cabin	Frame	Solid Wood	Asphalt-Shingle	19.00*24.00	456.00	5,000
2	*Enclosed P	Frame		Asphalt-Shingle	5.00*24.00	120.00	500

Transfer: 2 Restricted Transferability
 Site needs some cleanup and the trailer and pickup rear end should be removed before being considered transferable.

Comments: Upper Stone Lake-North Shore (Site 26-27). Site doesn't seem to be used much. Owners are storing a fifth wheel AMF travel trailer(1986 stickers) and the rear end of a chevy pickup. Some cleanup of 13 trusses is also needed. There is also a pontoon boat and small fishing boat that have 1993 stickers on shore. There is also a very old boat which has very old stickers. Site needs much work, maintenance on buildings and grounds.

* = this structure is part of annual fee determination.

Report: Building.R
 Date: 10/07/97 1:35 pm

Lease No: L03890008
Lessee: MARTIN CLARK
Location: T55 R12 S23 NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Office: Duluth

Insp No: 1 Date: 11/19/90 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

Insp No: 2 Date: 10/18/90 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

Letter will be sent describing cleanup needed and trailer and pickup storage.

Insp No: 3 Date: 10/08/96 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

Trailer (Scamper) license up to date. Remind not to store past 12/1. Old pickup topper/generator needs removal. Thirteen trusses still stored. Cabin interior unfinished. Exterior needs stain/varnish. Boats licensed now. Site unmowed/overgrown.
Letter- cle

Insp No: 4 Date: 9/23/97 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

Also give warning on structure maintenance (stain or paint) and better maintenance on the site grounds (totally overgrown with young aspen).

Old trusses still stored on the site... no good any longer? Treat as solid waste.

6/30/98

Lease No: L03890008

Lessee: MARTIN CLARK

Location: T55 R12 S23 NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Office: Duluth

Insp No: 4 Date: 9/23/97 Inspector: Randy Roff

<u>Violation Description</u>	<u>Compliance Date/Days</u>	<u>Date Resolved</u>
Old Chevrolet pickup truck rear end (trailer) with generator inside, still on the site.	6/30/98	

Report: Inspect.R

Date: 10/07/97 1:35 pm

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:

Martin Clark
4514 Island Lake Drive
Duluth, MN 55803
TELEPHONE: 721-3149

Roberta D. Clark
4514 Island Lake Drive
Duluth, MN 55803
TELEPHONE:

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 # 26/270n Upper Stone Lake North Shore located in NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Section 23, Township 55 N., Range 12 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 Mathew Clark
Date: 4/5/95

LESSEE Roberta D. Clark
Date: 4-5-95

Subscribed & Sworn to before me on this 5th day of April, 19 95

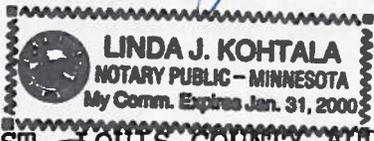
Subscribed & Sworn to before me on this 5th day of April, 19 95

Linda J. Kohtala
NOTARY PUBLIC

Linda J. Kohtala
NOTARY PUBLIC

My Commission Expires: Jan 31, 2000

My Commission Expires: Jan 31, 2000



FOR ST. LOUIS COUNTY AUDITOR

BY: [Signature]
Land Commissioner's Representative

Date: 4/6/95

LCO
AO

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

**EXHIBIT B
VIOLATIONS AND PENALTIES**

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

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

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

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

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

Additional remedies for violations:

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

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

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

** Action will be at the discretion of lessor.

St. Louis County Land Department Cabin Lease Review

L03890008	MARTIN CLARK 4514 ISLAND LAKE DRIVE DULUTH, MN 55803	ROBERTA D. CLARK 4514 ISLAND LAKE DRIVE DULUTH, MN 55803
Location:	T55 R12 S23 NW¼-NE¼	Office: Duluth - 7
Tax Paid:		Well: None
Utility:	Telephone	Septic: None
Access:	Summer	Total Sq.Ft: 576.00
LD Road:	2410 Drummond Line	Annual Fee: 309.15
		Estimated Value: 5,500.00
		Assessor's Value:

No	Structure*	Type	Siding	Roof	Dimensions	Sq.ft	Value
1	*Cabin	Frame	Solid Wood	Asphalt-Shingle	19.00*24.00	456.00	5,000
2	*Enclosed P	Frame		Asphalt-Shingle	5.00*24.00	120.00	500

Transfer: 2 Restricted Transferability
 Site needs some cleanup and the trailer and pickup rear end should be removed before being considered transferable.

Comments: Upper Stone Lake-North Shore (Site 26-27). Site doesn't seem to be used much. Owners are storing a fifth wheel AMF travel trailer(1986 stickers) and the rear end of a chevy pickup. Some cleanup of 13 trusses is also needed. There is also a pontoon boat and small fishing boat that have 1993 stickers on shore. There is also a very old boat which has very old stickers. Site needs much work, maintenance on buildings and grounds.

* = this structure is part of annual fee determination.

Report: Building.R
 Date: 12/19/96 10:55 am

St. Louis County Land Department Cabin Lease Inspections

Lease No: L03890008
Lessee: MARTIN CLARK
Location: T55 R12 S23 NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Office: Duluth

Insp No: 1 Date: 11/19/90 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

999 Inspection shows no problems.

Insp No: 2 Date: 10/18/90 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

999 Inspection shows no problems.
Letter will be sent describing cleanup needed and
trailer and pickup storage.

Insp No: 3 Date: 10/08/96 Inspector: Randy Roff

Violation Description

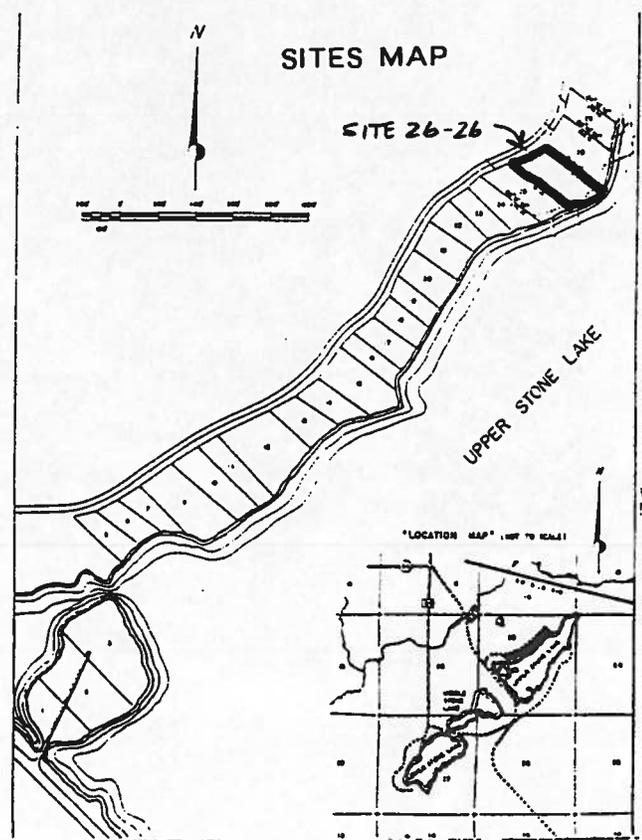
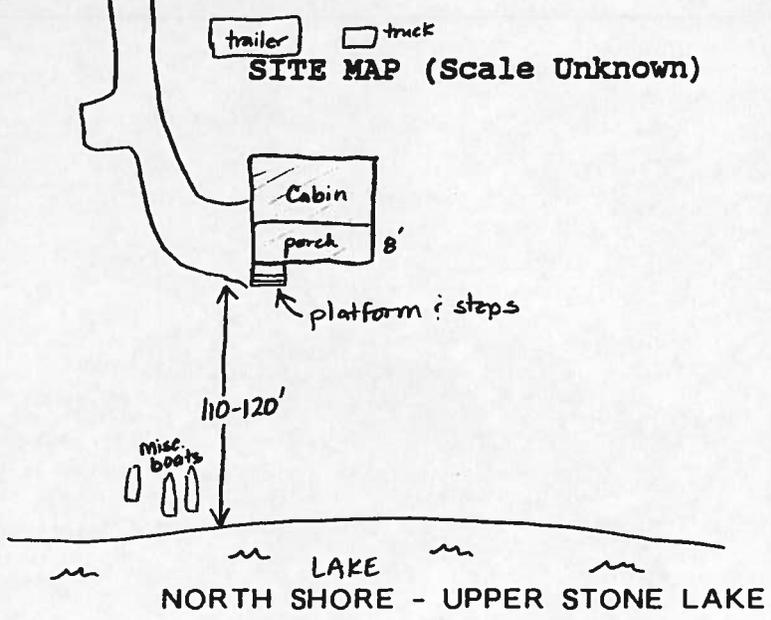
Compliance
Date/Days

Date
Resolved

999 Inspection shows no problems.
Trailer (Scamper) license up to date. Remind not
to store past 12/1. Old pickup topper/generator
needs removal. Thirteen trusses still stored.
Cabin interior unfinished. Exterior needs
stain/varnish. Boats licensed now. Site
unmowed/overgrown.
Letter- clean up/maintenance or sell?

Report: Inspect.R
Date: 12/19/96 10:55 am

LEASE NUMBER 203890008 NAME Martin Clark
 SECTION 23 TOWNSHIP 55 RANGE 12 PARCEL NW⁴ NE⁴



AERIAL PHOTO # _____ YEAR _____
 LOCATION/ACCESS MAP ATTACHED? YES _____ NO _____



Saint Louis County

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

December 27, 1996

John Thompson
Area Land Manager

MARTIN CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803

RE: St. Louis County Shoreland Cabin Site Lease L03890008

Dear Mr. Clark:

A reinspection of your above named St. Louis County lease was performed in October 1996. This was done because an inspection the previous fall had shown some minor problems that needed to be taken care of.

The most recent inspection has shown the following:

1. Reminder that trailer (Scamper) must not be stored on the site past December 1 each year.
2. The old pickup topper/generator must be removed from the site.
3. Old trusses (13) still stored on site--need to remove.
4. Exterior of cabin is weathering severely. Needs stain or varnish.
5. Site is badly overgrown/unmaintained. Next summer, you should plan on doing some work on site maintenance.

Please take care of these matters as soon as possible next spring or summer and definitely by August 31, 1997. A second reinspection will be performed after that date, and if problems remain, a penalty fee will be charged.

We are seeking to maintain a high quality standard on our St. Louis County leases, and we ask your help in this effort.

If you have any questions, please call our office.

Sincerely,

JOHN THOMPSON
Area Land Manager

By: Randy Roff
Forester

RR/kh

St. Louis County Land Department Cabin Lease Review

L03890008	MARTIN CLARK 4514 ISLAND LAKE DRIVE DULUTH, MN 55803	ROBERTA D. CLARK 4514 ISLAND LAKE DRIVE DULUTH, MN 55803
Location:	T55 R12 S23 NW $\frac{1}{4}$ -NE $\frac{1}{4}$	Office: Duluth - 7
Tax Paid:		Well: None
Utility:	Telephone	Septic: None
Access:	Summer	Total Sq.Ft: 576.00
LD Road:	2410 Drummond Line	Annual Fee: 298.12
		Estimated Value: 5,500.00
		Assessor's Value:

No	Structure*	Type	Siding	Roof	Dimensions	Sq.ft	Value
1	*Cabin	Frame	Solid Wood	Asphalt-Shingle	19.00*24.00	456.00	5,000
2	*Enclosed P	Frame		Asphalt-Shingle	5.00*24.00	120.00	500

Transfer: 2 Restricted Transferability
 Site needs some cleanup and the trailer and pickup rear end should be removed before being considered transferable.

Comments: Upper Stone Lake-North Shore (Site 26-27). Site doesn't seem to be used much. Owners are storing a fifth wheel AMF travel trailer(1986 stickers) and the rear end of a chevy pickup. Some clenup of 10 trusses is also needed. There is also a pontoon boat and small fishing boat that have 1993 stickers on shore. There is also a very old boat which has very old stickers on it.

* = this structure is part of annual fee determination.

Report: Building.R
 Date: 12/12/95 8:24 am

St. Louis County Land Department Cabin Lease Inspections

Lease No: L03890008
Lessee: MARTIN CLARK
Location: T55 R12 S23 NW $\frac{1}{4}$ -NE $\frac{1}{4}$ Office: Duluth

Insp No: 1 Date: 11/19/90 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

999 Inspection shows no problems.

Insp No: 2 Date: 10/18/96 Inspector: Randy Roff

Violation Description

Compliance
Date/Days

Date
Resolved

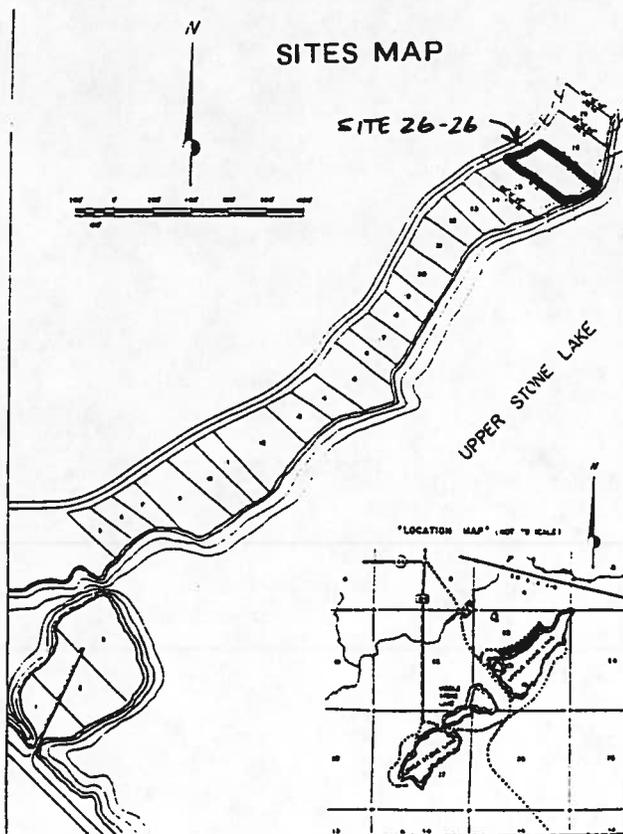
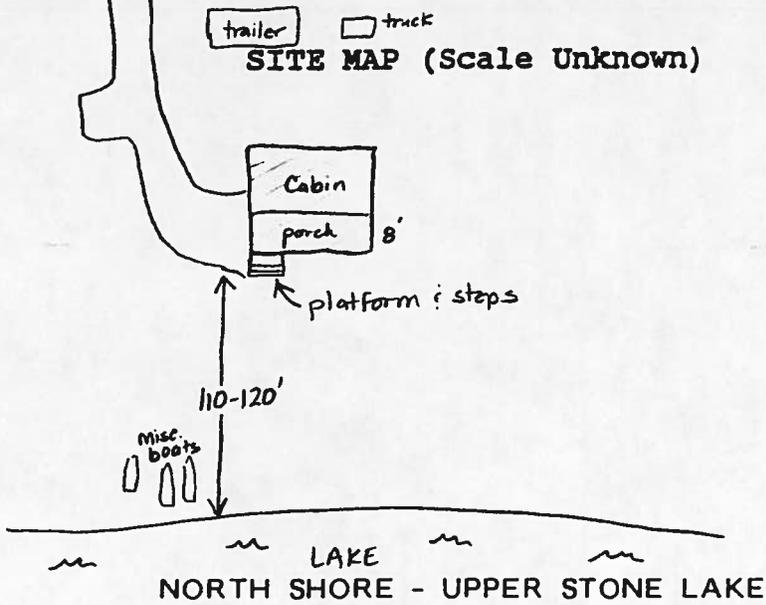
999 Inspection shows no problems.

Letter will be sent describing cleanup needed and trailer and pickup storage.

Report: Inspect.R

Date: 12/12/95 8:34 am

LEASE NUMBER 203890008 NAME Martin Clark
SECTION 23 TOWNSHIP 55 RANGE 12 PARCEL NW⁴ NE⁴



AERIAL PHOTO # _____ YEAR _____

LOCATION/ACCESS MAP ATTACHED? YES _____ NO _____



LO 3890008

M. Clark

Cabin

RR

10/18/95

LCD



Saint Louis County

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

John Thompson
Area Land Manager

December 28, 1995

PRIMARY:

JOINT LESSEE:

MARTIN CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803

ROBERTA D CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803

RE: First Notice of Lease Term Violation,
St. Louis County Shoreland Cabin Site Lease L03890008

A recent inspection of your lease has found the following conditions to be in violation of the terms of your lease.

1. Please see lease item 8. The storage of unlicensed (non-current) vehicles, trailers, boats on lease sites is prohibited. You have an unlicensed fifth wheel AMF trailer, rear end of a Chevrolet pickup and several unlicensed watercraft stored on your lease. The trailer must be currently licensed and cannot be stored on site between December 1 and May 1 each year. The pickup should be removed from the site. The watercraft must be currently licensed or removed from the site.
2. You have some building materials (ten trusses) and other minor debris that must be cleaned up from the site.

You must correct the conditions listed above by August 31, 1996. A reinspection of the site will be scheduled after that date and if these violations remain, a penalty fee will be charged.

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

JOHN THOMPSON, AREA LAND MANAGER

cc: AO FO LCO

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

LESSEE:
MARTIN CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803
Telephone:
721-3149 (H)

LESSEE:
ROBERTA D CLARK
4514 ISLAND LAKE DRIVE
DULUTH MN 55803
Telephone:
725-3130 (W)

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, 19____, the Lessor does hereby lease shoreland site # 26 on UPPER STONE LAKE, NORTH SHORE located in NW NE Section 23, Township 55 N., Range 12 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 TWO HUNDRED NINETY-----Dollars (\$ 290.00), 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: 4-14-93

LESSEE: [Signature: Martin Clark]
Date: 4-12-93
LESSEE: [Signature: Roberta Clark]
Date: 4-12-93

Subscribed and sworn to before me this

12th day of April, 1993

[Signature: Linda J. Kohtala]
Notary Public

c: AO
LCO

My Commission Expires 12/2/98

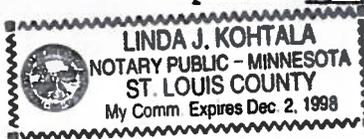


EXHIBIT B

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.

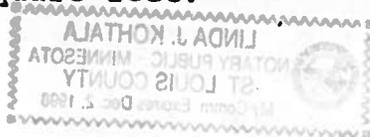
The construction of the residence cabin (primary structure) must be initiated within two (2) years and completed within three (3) years of the issuance of the lease. The construction of one residence cabin will be allowed. It must be located on the approved site location, single story, and be constructed 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: Math Chalk LESSEE: _____

Date: 4-12-93 Date: _____

ADULT EDUCATION UNIT



Michigan State Board of Education
Lansing, Michigan

Page 1 of 1

2/22/13
Hold for lease
from AIO

APPLICATION FOR ASSIGNMENT OF
ST. LOUIS COUNTY LEASEHOLD INTEREST

OK to transfer ✓
Property taxes 70
RR

Current Leaseholder(s), as shown on lease, Must Complete Top Portion of Application

Lessee: FRANKLIN L PEDERSEN Lessee: ANN MARIE PEDERSEN
Address: 5945 EAGLE LAKE ROAD Address: 5945 EAGLE LAKE ROAD
City: DULUTH MN 55803 City: DULUTH MN 55803
Daytime Phone: (218) 721-3398 Daytime Phone: (218) 720-1534

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease L03890008 for SHORELAND CABIN LEASE SITE purposes, on: SITE 26, UPPER STONE LAKE, NORTH SHORE

to: MARTIN AND ROBERTA D CLARK

Signature: *Franklin Pedersen* Signature: *Ann Marie Pedersen*
Date: 2-11-93 Date: 2-11-93

Party(ies) Being Assigned Leasehold Interest Must Complete the Following:

Name: MARTIN CLARK Name: ROBERTA D CLARK
Address: 451⁴ ISLAND LAKE DRIVE Address: 4514 ISLAND LAKE DRIVE
City: DULUTH MN 55803 City: DULUTH MN 55803
Daytime phone: (218) 721-3149(H) Daytime phone: (218) 725-3130(W)

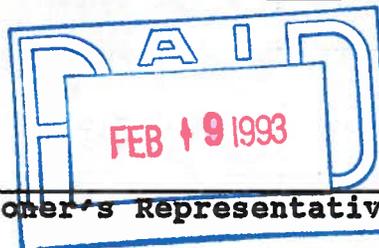
I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in Lease L03890008 along with its responsibilities and obligations.

Signature: *Martin Clark* Signature: *Roberta Clark*
Date: 2-11-93 Date: 2-11-93

- Notes: 1) There is a \$75 fee for each lease assignment. (Check made payable to St. Louis County Auditor.)
- 2) Personal property tax payments for this lease site must be current before lease can be transferred.

Approved By:

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



cc: AO
LCO
Assessor

REC'D FEB 17 1993



Saint Louis County

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

August 30, 1993

John Thompson
Area Land Manager

L03890008

St. Louis County Shoreland Leaseholders
Upper Stone Lake

RE: Upper Stone Lake Dam Culvert Blockage

Dear Leaseholder:

Recently someone dumped a large amount of rock from the causeway into the culvert outlet of Upper Stone Lake. This creates several problems, and we need your help to resolve them.

First of all, this is illegal, and if you know who did it, we need to know. They are violating State law--and more importantly--making the dam unsafe by restricting the engineered overflow capacity.

Second, it is costly. We have to pay a crew to remove these rocks--essentially vandalism.

Lastly, such vandalism jeopardizes the continuance of leases on the lake by placing the County in a position of high liability. Admittedly, this is an extreme position, but it would have to be considered if this activity is repeated.

If you have knowledge of the persons doing this rock dumping, please contact me or Randy Roff at 729-8480. Your information will be held in confidence and your cooperation will be greatly appreciated.

Sincerely,

JOHN THOMPSON
Area Land Manager

JT/kh



Saint Louis County

LAND DEPARTMENT • 320 West 2nd St., Rm. 607, Government Services Ctr., Duluth MN 55802-1495
(218) 726-2606

Land Commissioner
John Vogel

Deputy Land Commissioner
Jerry E. Murphy

August 17, 1992

Frank and Ann Pedersen
5945 Eagle Lake Rd.
Duluth, MN 55803

RE: St. Louis County Shoreland Lease (L03890008)

Your 1992 lease renewal payment has been accepted and your lease has been reinstated.

Please be advised that the County lease is a privilege not enjoyed by everyone. In order to continue this lease in the future, it is incumbent upon the leaseholder to keep us informed of address changes and make annual renewal payments in a timely manner.

Your cooperation would be appreciated. In fact, this is the last time a renewal payment will be accepted after a cancellation notice is sent.

Sincerely,

GEORGE C. KIRK
LAND USE FORESTER

GCK:11

c: Thompson
Kirk
LCO

7/31/92

203890008 site #26 on N. Shore Upper Store Stk.

Ann Pederson stopped in my office
720-1534 (between 7 & 3)

- stopped in and wants her lease back
- husband did not take care of the payments like he said he would
- she wants this lease badly
 - her only place to "escape"

* I told her I would not reinstate lease or take her # now but would route her request.

* considering the fact that this lease has been cancelled in '91 & '92, there is a substantial - new cabin on the site.

* How do you want to proceed?

8/13/92 - I called Ann & told her to bring in a check payable to "SLC Auditor" for \$290⁰⁰

- she said she'd be here ≈ 4 PM

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Franklin L. & Ann Marie Pedersen
5945 Eagle Lake Road
Duluth, MN 55803

4a. Article Number

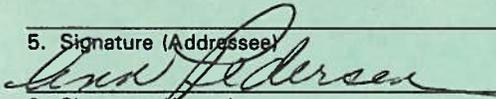
P 794 713 550

4b. Service Type

- Registered Insured
- Certified COD
- Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)



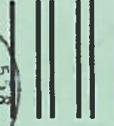
6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)



United States Postal Service

Official Business



PENALTY FOR PRIVATE
USE, \$300

RECEIVED
JUN 02 1992
LAND COMMISSIONER

Print your name, address and ZIP Code here

George

ST. LOUIS COUNTY LAND DEPARTMENT
RM. 607 GOVT. SERVICES CENTER
320 W. 2nd ST.
DULUTH, MN 55802-1495

DEPARTMENTAL CORRESPONDENCE

TO John T. / Randy R. DEPT Land
FROM Geo. DEPT _____
SUBJECT L03890008 (Frank Pedersen, Upper Stone Lk.) DATE 6/26/92

As we discussed regarding the cabin on a cancelled shoreland lease west of Markham, a similar problem exists on the north shore of Upper Stone Lk.

In going thru my files, I found a "1/19/90 inspection which shows a cabin already completed. They were subsequently cancelled 5/91 for lack of payment, reinstated, and now cancelled again 5/92 for lack of payment. There has been no contact from them.

The cancellation letter gave them 90 days (8/30/92) to remove the structures, so schedule a date to "post" what remains at that time. Hopefully it will be resolved by then.

Really not much else to do in the meantime unless you want to get in touch w/ them somehow; go that extra yard.

LAND DEPARTMENT
LD-1370-3

DATE 5/28 TIME 4:00

TO George LOCATION

FROM Ann Peterson LOCATION

PHONE NO. 720-1500 MESSAGE TAKEN BY AP

- Called
- Urgent
- Please call
- Will call again
- Was here to see you
- Returned your call

- ACTION**
- As we discussed
 - As you requested
 - Review and see me
 - Review and return
 - For your information
 - For your approval
 - For signature
 - Notify staff
 - Take appropriate action
 - Prepare reply for my sig.
 - Reply and send me copy
 - File Dispose

- PHOTOCOPY**
- One side only
 - Collate
 - _____ No. of copies Head to head
 - _____ Date needed Head to foot
 - Staple
 - Other _____

- TYPING**
- Rough draft
 - Single space
 - Double space
 - Rush
 - Final copy
 - Memo
 - Letterhead
 - Carbons _____

REMARKS/MESSAGES Will allow lease to be reinstated
RE: Lease at Stone Lake
GCX
5/30/91
please call Thurs. morning

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
 Franklin & Ann Marie Pedersen
 5945 Eagle Lake Road
 Duluth, MN 55803

4. Article Number
 P 340 999 933

- Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

203890008

Always obtain signature of addressee or agent and **DATE DELIVERED**.

5. Signature - Addressee
Ann Pedersen RA

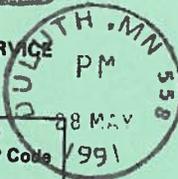
6. Signature - Agent
 X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)



UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



PENALTY FOR PRIVATE USE, \$300

SENDER INSTRUCTIONS

Print your name, address and ZIP Code in the space below.

- Complete Items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN TO

RECEIVED

Print Sender's name, address, and ZIP Code in the space below.

MAY 29 1991

T. LOUIS COUNTY LAND DEPARTMENT

RM. 607 GOVT. SERVICES CENTER

320 W. 2nd ST.

DULUTH, MN 55802-1495

LAND COMMISSIONER

George

5/30/91

Ann Pederson called 720-1500

- she was in hospital for while & she & her husband @ thought lease had been pd
- says she only got 2 billings ?!
- finished flooring in cabin last wk.

- re-install lease

6/19/91

- ended up in emergency room / hospital (Ann Peterson)
- so things a little hectic
- will mail 1st & I'll hold 1st check & process 2nd.

6/26/92

- note to J.T. - initiate contact?
- schedule to post after 8/30/92

P 794 713 550



Certified Mail Receipt

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to	
Franklin & Ann Marie Pedersen	
Street & No.	
5945 Eagle Lake Road	
P.O., State & ZIP Code	
Duluth, MN 55803	
Postage	\$
Certified Fee	2.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	
5/29/92	

PS Form 3800, June 1990

**STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE,
CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES (see front).**

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to the back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.

☆ U.S.G.P.O. 1990-270-153

PS Form 3800, June 1990 (Reverse)

+



Saint Louis County

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

John Thompson
Area Land Manager

May 28, 1992

Franklin L. & Ann Marie Pedersen
5945 Eagle Lake Road
Duluth, MN 55803

CERTIFIED MAIL

RE: St. Louis County Lease #L 03890008 _____;
Sec. 23; Twp 55; Rge 12

Repeated billings have failed to generate a payment for the 1992 renewal of your lease. Because your lease expired January 31, 1992 and has not been renewed, the herein described lease is cancelled.

Please remove, prior to August 30, 1992 any personal property you may have on the lease site. This would include any structures on the site, your personal belongings inside them, and any other junk, garbage, or debris on the site.

Burning the building remains would be an acceptable alternative to removal (asphalt shingles need to be removed prior to burning). A burning permit must be secured from the Minnesota Department of Natural Resources-Forestry prior to burning.

Any personal property left on the site after that date shall, by reason of your failure to remove it, become the property of St. Louis County and will be disposed of by the Land Department at our convenience. You will be billed by the County Attorney's Office for costs of disposal incurred by the County; so you should make plans now to clean up the site and avoid that additional cost.

Sincerely,

JOHN J. VOGEL
LAND COMMISSIONER

BY: John Thompson, Area Land Manager

DB/so

c: AM

LCO

KIRK

ACCOUNT: L03890008

RENEWAL DATE: 1/31/91
 RENEWAL FEE: \$ 1250.00
 RENEWAL TERM: ANNUAL

DIRECT QUESTIONS TO:
 ST. LOUIS COUNTY LAND DEPARTMENT
 GOVT. SERVICES CENTER, ROOM 607
 320 WEST 2ND STREET
 DULUTH, MINNESOTA 55802
 PHONE: 218/726-2606

BILLED TO:

OFFICE: DULUTH

FRANKLIN L. PEDERSEN
 5945 EAGLE LAKE ROAD
 DULUTH MN 55803

Please indicate any change to the address

ITEM	CHARGES	PAYMENTS
RENEWAL FEE FOR SHORELAND SITE	\$ 1250.00	
LATE PAYMENT PENALTY FEE	\$ 20.00	
TOTAL CHARGES AND PAYMENTS	\$ 1270.00	\$ 0.00
BALANCE DUE:	\$ 1270.00	

ENTER AMOUNT ENCLOSED _____

*Just a reminder. Payment must
 be made: 1/2 by 7/7/91 and remainder
 by 7/31/91. George C. Park 6/28/91*

Your payment for the above referenced lease is DUE WITHIN 30 DAYS to avoid a late payment penalty. ALLOW 5 DAYS FOR PROCESSING.

If the renewal amount is over \$200.00 you may remit one half of the amount within 30 days and the unpaid balance by July 31, 1991. Please make your check or money order payable to "ST. LOUIS COUNTY AUDITOR", and return it along with the yellow copy of this statement to THIS OFFICE at the above address. Note, we are no longer able to accept cash. Payment MUST be made by check or money order.

If you wish to cancel this lease please notify this office immediately.



Saint Louis County

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

July 3, 1990

John Thompson
Area Land Manager

Franklin and Ann Pedersen
2122 Princeton Place
Duluth, MN 55803

RE: Construction Request on St. Louis County Shoreland Cabin
Site Lease L03890008, on Upper Stone Lake, North Shore

Dear Mr. and Mrs. Pedersen:

This letter serves as authorization for construction of cabin on
your lease site as outlined in your submitted plans.

Our main concerns are:

1. Maintaining the minimum structural setback of 100' from the
lake, and locating your construction centrally on the lot.
Your staked location will be field checked.
2. Earthtone color of structure(s). Pine siding with staining
and sealant, as described, is fine.
3. Maintaining the wooded nature of the lot by minimizing tree
removal.

Thank you for your cooperation. If you have any questions about
your lease, please call and ask for me or John Thompson, our Area
Manager.

Sincerely,

RANDY ROFF
Forest Tech

cc: LCO
Assessor
Area
Field

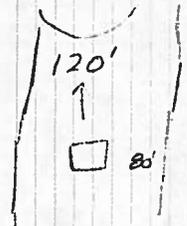
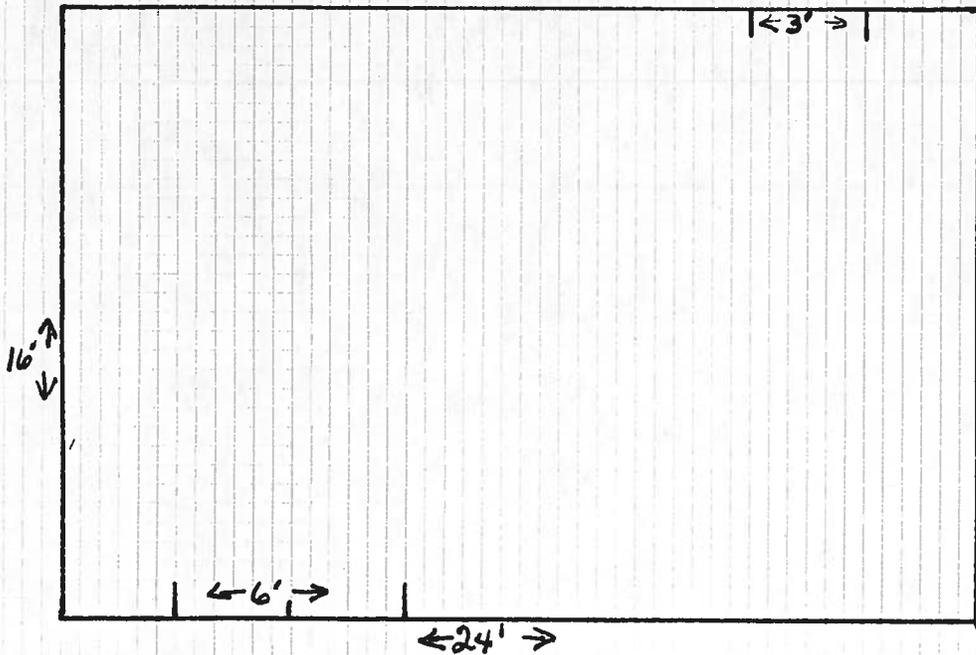
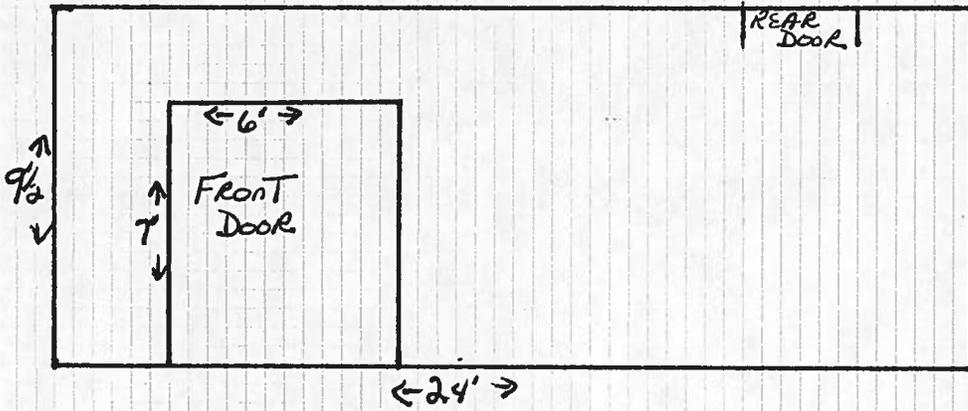
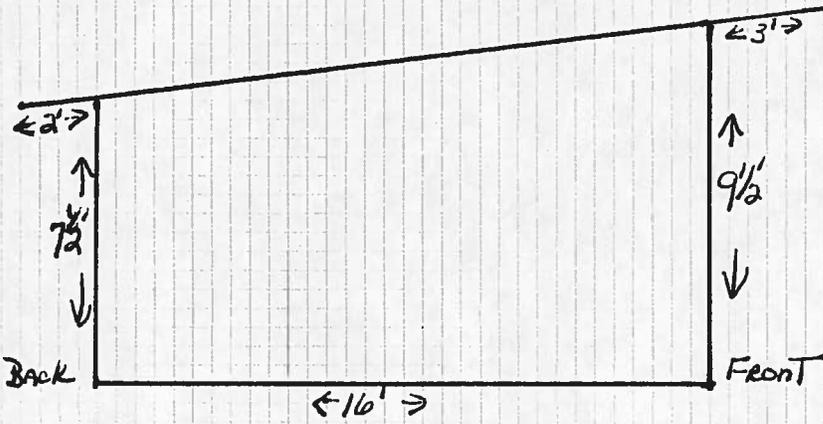
RECEIVED

JUL 05 1990

LAND COMMISSIONER

W = 1 FOOT
 Roof = Shingles
 Siding = Natural Pine

Lease No. L03890008
 (Northshore) Site No. 26 Upper Stone
 Franklin & Ann PEDERSEN



REC'D JUL 2 1990

P 340 999 933

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

U.S.G.P.O. 1989-234-555

PS Form 3800, June 1985

Sent to <i>F. Pedersen</i>	
Street and No. <i>5945 Eagle Lake Rd</i>	
P.O., State and ZIP Code <i>Duluth, MN</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date <i>5/23/91</i>	

**STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE,
CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES. (see front)**

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carrier. (no extra charge)
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.



Saint Louis County

LAND DEPARTMENT • 320 West 2nd St., Rm. 607, Government Services Ctr., Duluth MN 55802-1495
(218) 726-2606

Land Commissioner
John Vogel

Députy Land Commissioner
Jerry E. Murphy

May 23, 1991

Franklin L. Pedersen
5945 Eagle Lake Road
Duluth, MN 55803

Ann Marie Pedersen
5945 Eagle Lake Road
Duluth, MN 55803

CERTIFIED MAIL

RE: St. Louis County Lease #L 03890008 _____;
Sec. 23; Twp. 55; Rge. 12

Repeated billings have failed to generate a payment for the 1991 renewal of your lease. Because your lease expired January 31, 1991 and has not been renewed, the herein described lease is cancelled.

Please remove, prior to August 30, 1991 any personal property you may have on the lease site. This would include any structures on the site, your personal belongings inside them, and any other junk, garbage, or debris on the site.

Burning the building remains would be an acceptable alternative to removal (asphalt shingles need to be removed prior to burning). A burning permit must be secured from the Minnesota Department of Natural Resources-Forestry prior to burning.

Any personal property left on the site after that date shall, by reason of your failure to remove it, become the property of St. Louis County and will be disposed of by the Land Department at our convenience. You will be billed by the County Attorney's Office for costs of disposal incurred by the County; so you should make plans now to clean up the site and avoid that additional cost.

Sincerely,

JOHN J. VOGEL
LAND COMMISSIONER

By: George C. Kirk
Land Use Forester

GCK:pr
c: AM
LCO
Kirk

Code: 03
Type: SHORELAND

UPPER STONE LAKE - NORTH SHORE, SITES 26-27

LEASE NUMBER L03890008 TERM _____
 LEASE ID DISPLAYED? YES _____ NO _____
 LESSEE: FRANKLIN PEDERSEN
122 PRINCETON PLACE
DULUTH, MN 55803
 LAKE: UPPER STONE RIVER: _____
 MANAGEMENT UNIT: ISLAND LAKE MEMORIAL FOREST
 COMMERCIAL ELECTRIC: - TELEPHONE: -
 INSPECTION: SUMMER X WINTER _____
 ACCESS: DRIVE TO ACCESS -- GOOD ROAD

AREA: DULUTH DATE: 11-19-90
 INSPECTOR: ROFF
 Inspection: Initial X Follow-up _____

LEASE TYPE CLASSIFICATION:
 Current Class 03
 Proper Class 03

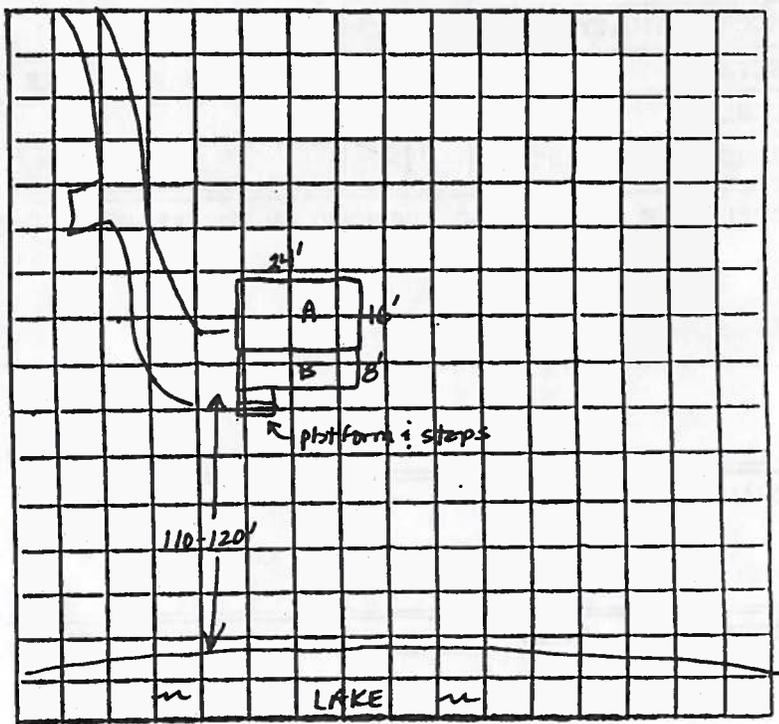
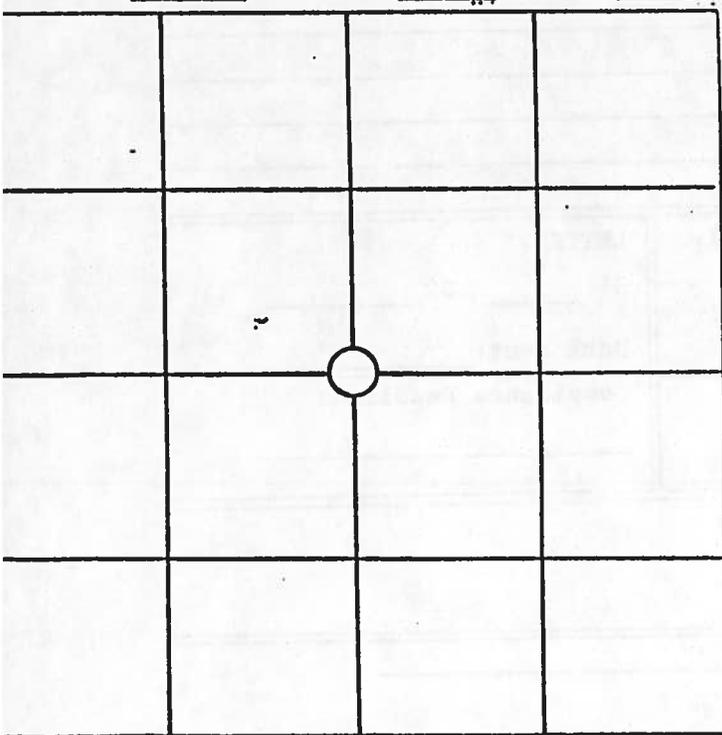
LEASE:
 Transferable _____ X _____
 Non-Transferable _____
 Why? _____

SCRIPTIVE COMMENTS ON LEASE AND BUILDINGS:
 --STILL IN CABIN AND OUTBUILDING CONSTRUCTION PHASE ON THE SITE.
 --CABIN LOOKS VERY NICE--PINE SIDED, WITH FRONT SCREEN PORCH
 --NO OUTBUILDINGS YET
 --SITE SETBACK FROM LAKE IS FINE (110-120')

RECEIVED
 JAN 16 1991
 LAND COMMISSIONER

SECTION _____ TOWNSHIP _____ RANGE _____

PARCEL _____



SCALE: 4" = 1 mile

SCALE: 1" = 330' (or _____)

PHOTO # _____ OVERLAY MADE: YES _____ NO _____

COPIES: LCO, AO, FO, ASSESSOR

Buildings:	Code → Letter(s)	A	B		
TYPE		CABIN	SCREEN PORCH		
SIZE		16 X 24	8 X 24		
SQ. FT.		384	192		
VALUE		10,000	2000		
SERIAL/SIDING		WOOD FRAME, FINE SIDING			
PAINTED/COLOR		SEALED	---		
CONDITION/APPEARANCE		GOOD	GOOD		
REPAIRED WORK		NONE	NONE		

TOTAL SQ. FT 576 TOTAL VALUE \$ 12,000 ASSESSOR'S VALUE \$ _____
 RECOMMENDED LEASE FEE \$ _____ AS IS CALCULATION _____

INSPECTION CRITERIA:	S	NS	COMMENTS
LOCATION			
APPEARANCE	X		
PROPER USE OF SITE	X		
PROPER IDENTIFICATION	X		
CONTAMINATION--GARBAGE DISP.	X		
CONTAMINATION--TOILETS	X		NO OUTBUILDINGS CONSTRUCTED TO DATE
CONFLICTING LAND USE	X		
ENCROACHING TIMBER	X		
CONFLICTING USE	X		
LOT SIZE	X		
ACCESSIBILITY	X		
SETBACK	X		110-120' FROM LAKE
DENSITY	X		
COMPLIANCE - ALL REGS	X		

COMPLIANCE ITEMS TO BE INCLUDED IN NOTIFICATION LETTER:
 NONE

LETTER:
 S1 _____ S2 _____
 Date sent: _____
 Compliance Deadline: _____

ADDITIONAL NOTES:
reinspect 1994

INSPECTION DATE: _____ INSPECTOR _____
 S: _____

ATTACH: POLAROID AND/OR PHOTOCOPY SHEET ***

SHORELAND LEASE

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

LESSEE:
Franklin L. Pedersen
2122 Princeton Place
Duluth, MN 55803
Telephone:
218-724-2285 (work)

LESSEE:
Ann Marie Pedersen
2122 Princeton Place
Duluth, MN 55803
Telephone:
218-724-9149 (home)

218-724-9149 (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 Six Hundred Twenty Five-----Dollars (\$625.00), 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 #26 on Upper Stone (North Shore) located in NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 23, Township 55 N., Range 12 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 One Thousand Two Hundred Fifty Dollars (\$1,250.00), 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
[Signature]
By: [Signature]
Land Commissioner's Representative
Date: July 27, 1989

LESSEE: [Signature]
Date: July 21, 1989
LESSEE: [Signature]
Date: July 21, 1989



Subscribed and sworn to before me this
21st day of July, 1989
Virginia F. Johnson
Notary Public

c: AO
LCO

My Commission Expires Feb. 26, 1993

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

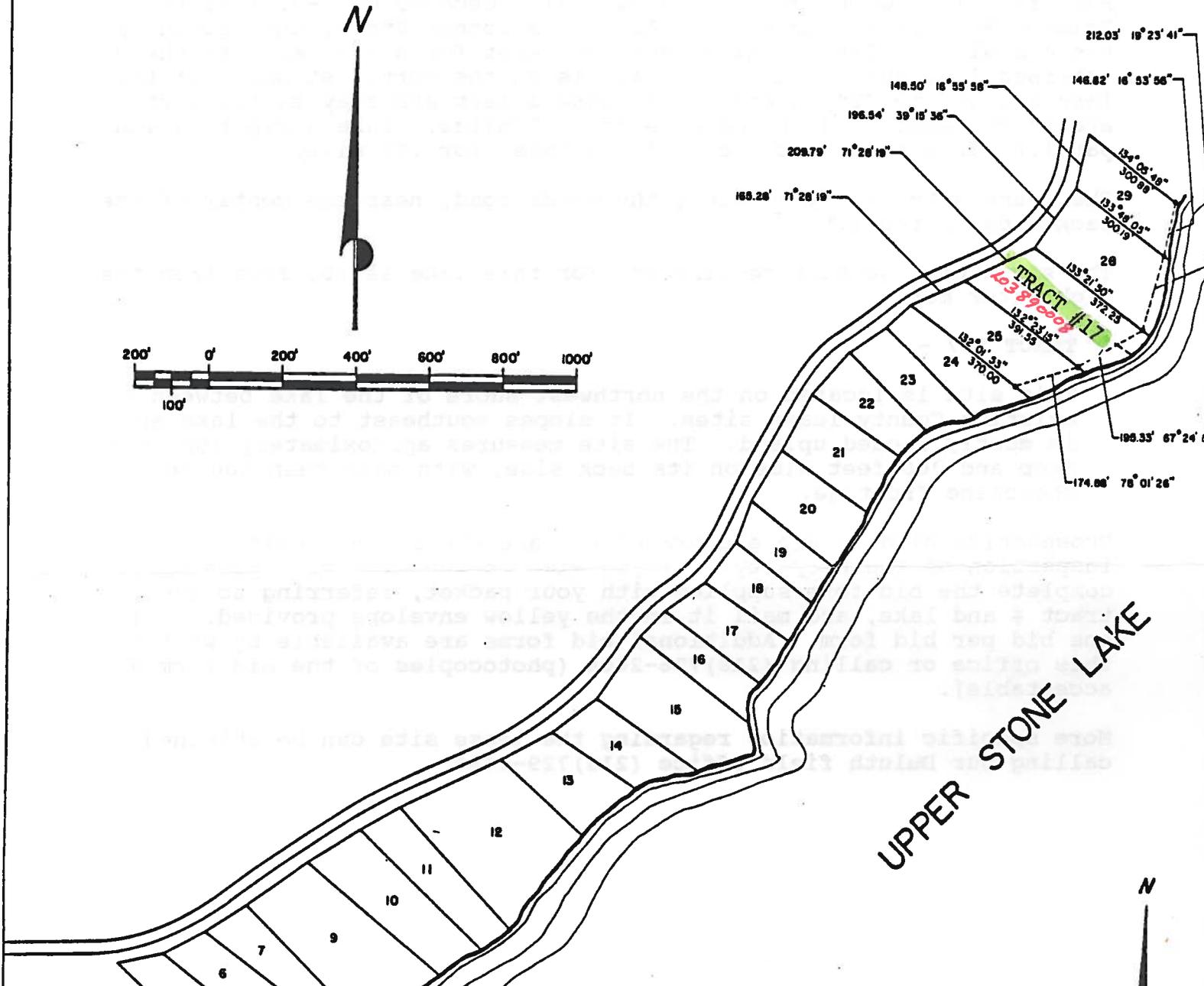
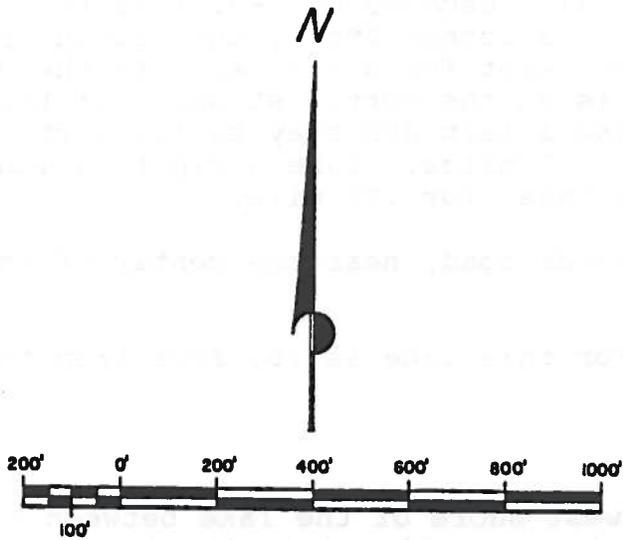
surrender, termination or cancellation, time being of the essence, all such property remaining after expiration of such time shall become, by virtue of such failure to remove, the property of Lessor to be used or disposed of as its officers or agents elect, and Lessees may be ejected or removed from 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.

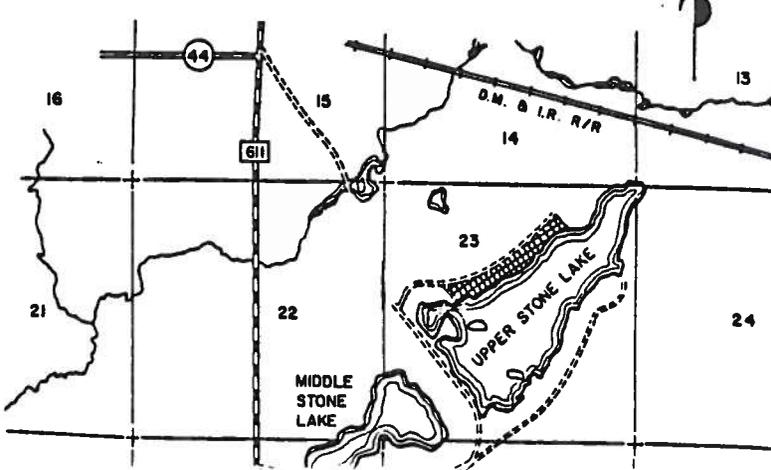
LESSEE: *L. Pedersen* LESSEE: *Ann M. Pedersen*
 Date: *July 21, 1989* Date: *July 21, 1989*

LOCATED IN
TOWNSHIP 55N. RANGE 12W. SECTION 23
 SURVEYED & DRAWN BY:
ST. LOUIS COUNTY-DEPARTMENT OF LAND INVESTMENT



UPPER STONE LAKE

"LOCATION MAP" (NOT TO SCALE)



UPPER STONE LAKE: TRACT #17

(Located in NE1/4-NE1/4, Section 23, Twp. 55N., Rge. 12W.)

Upper Stone Lake (153 acres) is located northwest of Two Harbors (and south of Rollins). Follow County Hwy. #2, 13 miles north from Two Harbors. Turn west onto County Hwy. #14 (becomes Co. Rd. #55) to Brimson/Rollins for 10 miles. At Hugo's Corner Store, turn south onto the gravel road for 2.2 miles and then east for 0.9 miles. At the "T" intersection, turn left. Tract #17 is on the northwest shore of the lake so, at the "T" intersection, take a left and stay to the left, around the south end of the lake for 0.7 miles. Take a right, which parallels the northwest shore of the lake, for .75 mile.

The lease site is signed along the woods road, near the center of the back side of the site.

The structural setback requirement for this lake is 100 feet from the high water mark.

TRACT #17 -

This site is located on the northwest shore of the lake between two existing County lease sites. It slopes southeast to the lake and is mostly wooded upland. The site measures approximately 390 feet deep and 200 feet wide on its back side, with more than 200 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 the lease site can be obtained by calling our Duluth field office (218)729-8480.

St. Louis County

LAND DEPARTMENT

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

June 26, 1989

Room 607, Government Services Center
320 West 2nd Street
Duluth, Minnesota 55802
(216) 726-2606

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 \$ 600.00 (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

George C. Kirk

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"

SHORELAND LEASE

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

LESSEE:
Franklin L. Pedersen
2122 Princeton Place
Duluth, MN 55803
Telephone:
218-724-2285 (work)

LESSEE:
Ann Marie Pedersen
2122 Princeton Place
Duluth, MN 55803
Telephone:
218-724-9149 (home)

218-724-9149 (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 Six Hundred Twenty Five-----Dollars (\$625.00), 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 #26 on Upper Stone (North Shore) located in NW $\frac{1}{2}$ of NE $\frac{1}{2}$ Section 23, Township 55 N., Range 12 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 One Thousand Two Hundred Fifty Dollars (\$1,250.00), 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: _____
Land Commissioner's Representative
Date: _____

LESSEE: _____
Date: _____
LESSEE: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 19____

Notary Public

c: AO
LCO

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: _____ LESSEE: _____

Date: _____ Date: _____