L03900005 Wilkerson, James
~~Smith, Steven P~~
Bear Island Site #3

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, September 22, 2010

Primary Lessee:

JAMES WILKERSON
2129 6TH AVENUE EAST
HIBBING, MN 55746

Joint Lessee:

PENNY WILKERSON
2129 6TH AVENUE EAST
HIBBING, MN 55746

RE: Shoreland Lease L03900005

Inspection Date 8/12/2010

Dear Lease Holder:

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

Thank you,

for Andrew Holak
Recreation Specialist

C: LCO, AO, FO

Individual Lease Summary: Lease Number: **L03900005**

Wed. Sep 22, 2010

GOV LOT SITE 3 S: 3 T: 61 R: 13

JAMES WILKERSON
2129 6TH AVENUE EAST
HIBBING MN 55746
218-263-4475

PENNY WILKERSON
2129 6TH AVENUE EAST
HIBBING MN 55746

Area: **Virginia** Management Uni **1** Appr. Value: **14000** Renewal Cost: **558.28**
Square Feet: **991.75** Transferable: Y Transferable Reason:
Property Access: **Boat access from public landing on Bear Island Lake. N47°47'22.9" W91°58'19.9".**
Lease Comments: **Along the outside wall of cabin, there are two 20lb propane tanks set on a board over a 55gal barrel. L-shaped dock (36'/8') with wood steps and walkway up to the site, rock fire ring and a rock wall. Free-standing portable sun/rain shelter set-up in front of cabin. Site and buildings are well maintained. Inspected by Bob Cozzo.**
Well Type: Septic Type: Commercial Elec. ☐ Telephone ☐
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? ☐ Last_Inspection: **8/12/2010** Next_Inspection: **6/1/2013**

Shoreland Lease Information: Site# 3

LAKE_RIVER: **BEAR ISLAND LAKE** SITE_ACRES: **0** SITE_FEET: **0**
SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT:**10/26/1999**

Type: **Cabin** Details of Type: **(A) Cabin: Frame construction set on concrete block foundation and wood pillars, 4x8 grooved siding, asphalt shingles, aluminum clad windows, LP gas. 4x4 stoop on side of cabin. 4½x19½ overhang on side of cabin. New 4½x19½ addition onto cabin with a new 10x12 deck.**
Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **126**
Size (nearest .5 ft) **16½x24½ / 19½x2** Square Feet of Building: **891.75** *Included in Total?* ☑ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Type: **Toilet** Details of Type: **(B) Toilet: Frame construction with 4x8 oxboard siding painted dark brown, rolled roofing. ±30' @ 30° from cabin.**
Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft) **6x6** Square Feet of Building: **36** *Included in Total?* ☑ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Type: **Storage Shed** Details of Type: **(C) Storage Shed: Frame construction set on concrete block foundation, rolled roofing. ±20' W of cabin. 4x5 shower area on side.**
Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft) **8x8** Square Feet of Building: **64** *Included in Total?* ☑ Bldg. Condition: **Good**
Work Needed? ☑ Description (if needed): **June 2009: Authorization to add 2 extensions (North & South sides) onto storage shed = 120 sq ft. As of 2010 inspection, additions haven't been started.**

C: LCO, AO, FO, ASSESSOR

L03900005

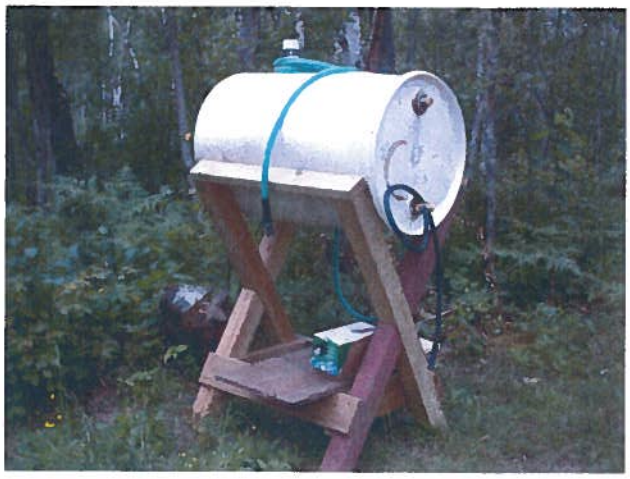
Inspected: 08/12/2010

A - Cabin

Deck

B - Toilet

C - Storage Shed



Saint Louis County

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

Mark Kailanen
Area Land Manager

Jun 5, 2009

Primary Lessee: James Wilkerson
2129 6th Ave E
Hibbing, MN 55746

Joint Lessee: Penny Wilderson
2129 6th Ave E
Hibbing, MN 55746

RE: St. Louis County Shoreland Lease #L03900005
Site #3 on Bear Island Lake, Gov't Lot 7, Section 3, Township 61N, Range 13W.

Dear Mr. Wilkerson:

This letter is in response to your construction request on your St. Louis County Shoreland Lease #L03900005. 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. Construct 16'x16' non-enclosed deck with stairs and handrail on the SW corner of your cabin.
2. Construct 120 sqft addition onto you existing 8'x8' storage shed as described & depicted in your construction authorization request.
3. Forward request from MP&L to Land Dept.

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. 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. Color of structures including roofs must be medium to dark brown or green.

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) 742-9898.

CORDIALLY,

ROBERT L. KREPPS
LAND COMMISSIONER

Andrew J. Holak

BY: Andrew L. Holak
Forest Recreation Specialist
Enclosure
ALH/bd

C: LCO, AO, FO, Assessor

F:\Documents\FORMS\Leases\SHOREBLDG-Wilkerson wpd

James Wilkerson
2129 6th Avenue East
Hibbing, Minnesota 55746
Telephone (218) 263-4475 (Home)
(218) 969-8392 (Cellular)

RECEIVED
JUN 02 2009
LAND DEPT.

Mark Kailanen
St. Louis County Land Department
7820 Highway 135
Virginia, MN 55792

June 1, 2009

RE: **Shore Land Lease # L03900005**

Mr. Kailanen,

I would like to make the following request for modification of my shore land lease.

1. Construct a deck (16' x 16'). Positioned adjacent to the cabin's south west corner (see exhibit 1). This will be constructed of 2"x6" floor support and 5/4" bull noise decking. The deck will not be enclosed. Several stairs with a handrail will be on the front (east) side.

2. Extend the storage shed in two directions North and South (see exhibit 2). The enclosed portion will simply be a 10'extension North and South sides of the existing shed. A new roofline on the forward portion of the shed will be added but will not be enclosed. The shed will have an **additional 120 Ft²** of enclosed space. The forward portion of the roof extension will not be enclosed. Construction materials will be 2x4 construction with T-111 siding for the enclosure. Exterior will be painted brown the same as the other structures. Roof will be asphalt shingles matching what is presently on the cabin.

3. Request from MP&L to run a power line into the cabin site (cable in the lake presumably). Location and method of installation to be determined by MP&L

The project does not include any toilets, outhouses, septic or grey-water systems. I will not be removing any vegetation and no grading or fill will be performed

Thank you in advance for your consideration

Regards

Jim Wilkerson

Exhibit 1. Proposed 16'x16' Deck Location (not to scale)

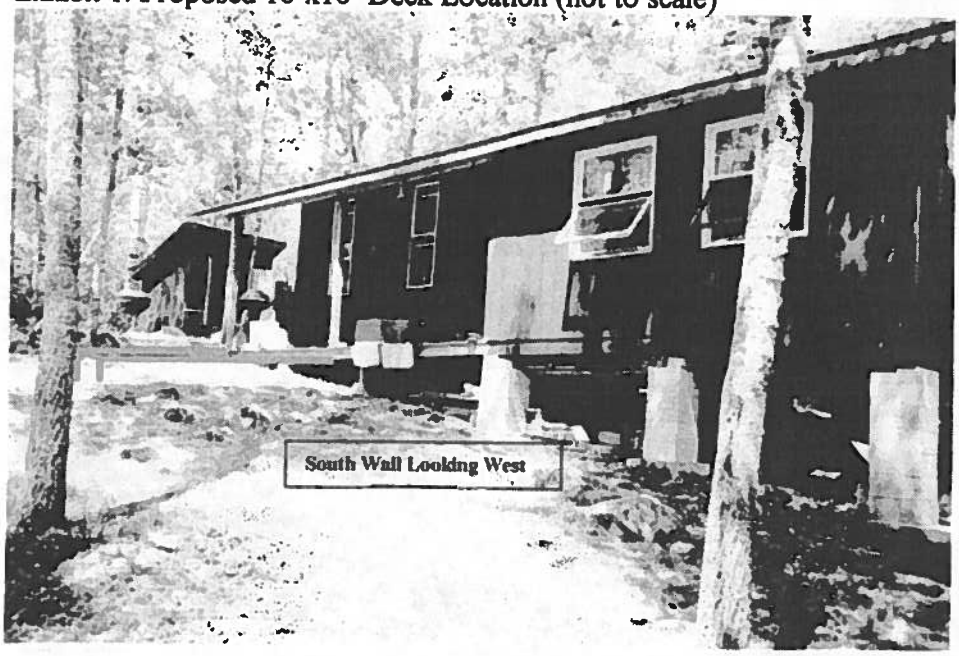
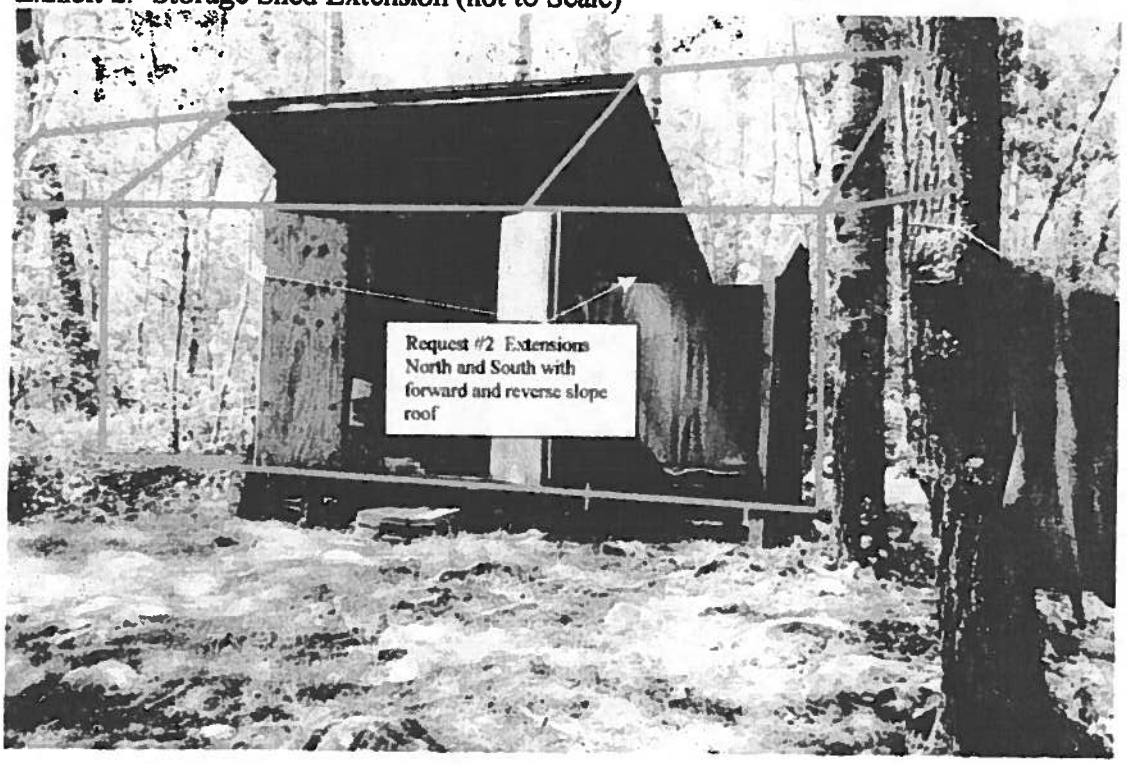


Exhibit 2. Storage Shed Extension (not to Scale)



St. Louis County, Land Department

Legal Description

Wednesday, October 17, 2007

GOV LOT SITE 3 S: 3 T: 61 R: 13

7820 Highway 135
Virginia , MN 55792
Denny Bone
Area Manager - Virgina
(218) 742-9898

Primary Lessee:

JAMES WILKERSON
2129 6TH AVENUE EAST
HIBBING, MN 55746

Joint Lessee:

PENNY WILKERSON
2129 6TH AVENUE EAST
HIBBING, MN 55746

RE: St. Louis County:
SHORELAND LEASE **L03900005**

Inspection Date: 7/25/2007

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

1 Violation: 0601	Improper structure maintenance Warning
Compliance Date: 6/1/2010	All window frames (that have paintable surfaces) need to be painted medium to dark brown or green. Reminder the painting of the rear cabin wall needs to be finished. item No 7 of your lease states: "Exterior walls must be painted, varnished, stained or oiled a medium to dark brown or green color periodically to keep them maintained in a neat and sound condition."

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.

Andrew J. Holak

Andy Holak

Recreation Specialist

C: LCO
AO
FO

Individual Lease Summary: Lease Number: **L03900005**

Wed. Oct 17, 2007

GOV LOT SITE 3 S: 3 T: 61 R: 13

JAMES WILKERSON
2129 6TH AVENUE EAST
HIBBING MN 55746
218-263-4475

PENNY WILKERSON
2129 6TH AVENUE EAST
HIBBING MN 55746

Area: **Virginia** Management Unit **1** Appr. Value: **14000** Renewal Cost: **523.19**
Square Feet: **904** Transferable: **Y** Transferable Reason:
Property Access: **Boat access from public landing on Bear Island Lake. N47°47'22.9" W91°58'19.9".**
Lease Comments: **Two 20lb propane tanks sit on a board covering a 55 gal barrel along outside wall of cabin. Dock is "L" shaped, 36' - 8' long. Wood steps and walkway come up to the site from the dock. Site has a rock fire ring and a rock wall. A free standing portable sun/rain shelter is set in front of the cabin. All buildings and site are in well maintained condition. Inspected by Ron Svatos.**
Well Type: Septic Type: Commercial Elec. ☐ Telephone ☐
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? ☑ Last_Inspection: **7/25/2007** Next_Inspection: **6/1/2010**

Shoreland Lease Information: Site# **3**

LAKE_RIVER: **BEAR ISLAND LAKE** SITE_ACRES: **0** SITE_FEET: **0**
SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT:**10/26/1999**

Type: **Storage Shed** Details of Type: **(C) Shed : Frame construction, sits on concrete block foundation with rolled roofing. +/-20' W of cabin. There is a 4' x 5' shower area on the side.**
Paint/Color: **Dk. Brown**

Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft) **8x8** Square Feet of Building: **64** *Included in Total?* ☑ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Type: **Toilet** Details of Type: **(B) Toilet: Frame construction with 4x8 oxboard siding, painted dark brown, rolled roofing. +/-30' @ 30 degs. from cabin.**
Paint/Color: **Dark Brown**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft) **6x6** Square Feet of Building: **36** *Included in Total?* ☑ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Type: **Cabin** Details of Type: **(A) Cabin: Frame construction, sits on concrete block foundation and wood pillars, 4x8 siding, LP gas, aluminum clad windows. 4x4 stoop on side of cabin. 4.5'x19.5' overhang on side of cabin. Side of the cabin has 4'x8' grooved siding and shingle roof.**
Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **126**
Size (nearest .5 ft) **16.5'x24.5' / 19.5'x** Square Feet of Building: **804** *Included in Total?* ☑ Bldg. Condition: **Good**
Work Needed? ☑ Description (if needed): **Rear wall of cabin needs to be painted. Window frames need to be brown or green (2 are white).**

C: LCO, AO, FO, ASSESSOR

L03900005
2007

(A) Cabin

(B) Toilet

(C) Storage Shed

Dock

INSTALLMENT STATEMENT

BILLING DATE: 06/15/2006

ACCOUNT: L03900005
SHORELAND SITE

RENEWAL DATE: 01/31/2007
RENEWAL FEE: $516.48
RENEWAL TERM: SEMI-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:

JAMES WILKERSON
~~3722 N. KEENAN DRIVE~~
~~IRON MN 55751~~
329 6th Ave. E.
Hibbing, MN 55751

Please indicate any change to the address

OFFICE: ELY

ITEM	DATE	CHARGES	PAYMENTS
Renewal Fee	01/01/06	516.48	
Late Annual Fee 1st Notice	04/03/06	25.00	
Renewal Fee	05/02/06		246.00
Late Annual Fee 1st Notice	05/02/06		25.00
TOTAL CHARGES AND PAYMENTS		$541.48	$271.00
BALANCE DUE :			$270.48

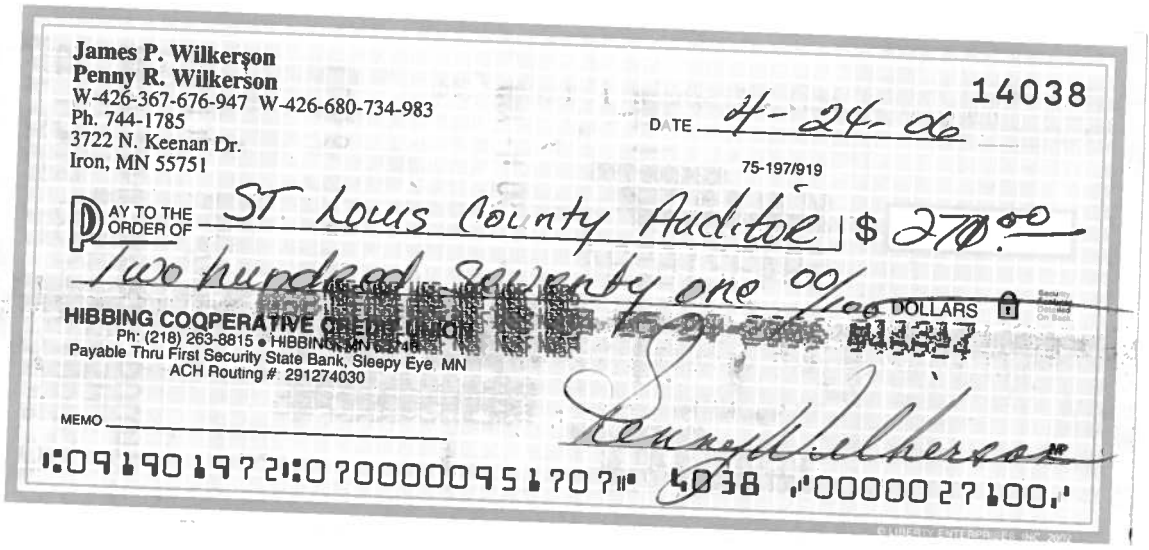
ENTER AMOUNT ENCLOSED 270.00
.48¢ Short

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

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 allowed to accept cash. Payment MUST be made by check or money order.

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

PAID
JUN 27 2006



James P. Wilkerson
Penny R. Wilkerson
W-426-367-676-947 W-426-680-734-983
Ph. 744-1785
3722 N. Keenan Dr.
Iron, MN 55751

14038

DATE 4-24-06

75-197/919

PAY TO THE ORDER OF ST Louis County Auditor $ 270.00

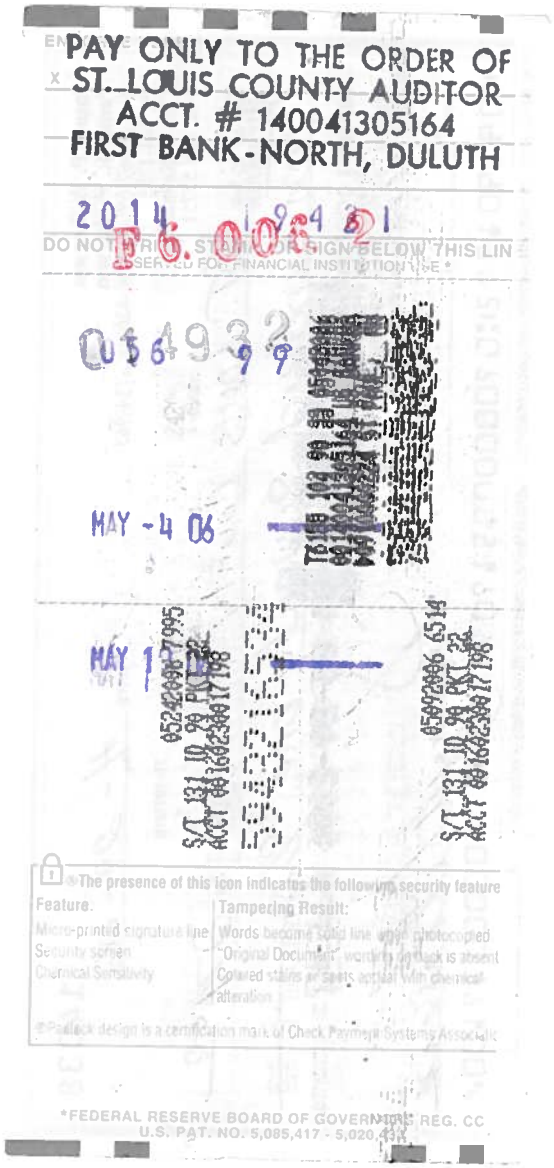
Two hundred seventy one 00/100 DOLLARS

HIBBING COOPERATIVE CREDIT UNION
Ph: (218) 263-8815 • HIBBING, MN 55746
Payable Thru First Security State Bank, Sleepy Eye, MN
ACH Routing # 291274030

MEMO

Penny Wilkerson

⑆091901972⑆0700000951707⑈ 4038 ⑈0000027100⑈


PAY ONLY TO THE ORDER OF
ST. LOUIS COUNTY AUDITOR
ACCT. # 140041305164
FIRST BANK-NORTH, DULUTH

2014 19431

DO NOT PRINT, STAMP OR SIGN BELOW THIS LIN
RESERVED FOR FINANCIAL INSTITUTION USE

MAY -4 06

MAY 1

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Feature:	Tampering Result:
Micro-printed signature line	Words become solid line when photocopied
Security screen	"Original Document" wording in background is absent
Chemical Sensitivity	Colored stains or spots appear with chemical alteration

Padlock design is a certification mark of Check Payment Systems Association

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC
U.S. PAT. NO. 5,085,417 - 5,020,411

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

June 2, 2006

James Wilkerson
3722 N. Keenan Drive
Iron, MN 55751

> new address
> 2129 6th Ave E
> Hibbing MN 55751

RE: Lease Renewal of L03900005

Dear Mr. Wilkerson:

On April 24, 2006 you submitted a check in the amount of $271.00 for the 2006 lease renewal of L03900005. This check was returned to me by our Accounting Department as it was returned by your bank for insufficient funds.

Please submit a Cashier's Check or Money Order in the amount of $301.00 payable to St. Louis County Auditor to replace this check. Our policy is also to charge a $30.00 Returned Check Fee which has been added to your account.

We would appreciate if you would take care of this matter as soon as possible so that your lease can be renewed for 2006.

Sincerely,

ROBERT KREPPS
LAND COMMISSIONER

By: Sharyl Odegard
Info Specialist III

Adjustment Scale to remove Bounced check
-001 246
-101 25

PAID
JUN 23 2006
#301.00

RECEIVED
JUN 20 2006
Land Commissioner

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

March 2, 2005

James Wilkerson
3722 North Keenan Drive
Iron, MN 55751

RE: APPEAL FOR REDUCTION OF $100.00 PENALTY ON ST. LOUIS COUNTY RECREATION CABIN LEASE L03900005

Dear Mr. Wilkerson:

After further investigation into your file and the recent history of your lease, and past inspections, we have reached the conclusion that you did have previous written authorization for the steps and walkway that were constructed on your lease site. The authorization letter in your file did authorize this site improvement. **Therefore, on violation #1701, I will recommend that the $100.00 penalty be canceled.**

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

Sincerely,

Andrew J. Holak

Andy Holak
Forest Recreation Specialist

C: Sharyl/LCO
AO
FO

rev/nf/3-21-00

DEPARTMENTAL CORRESPONDENCE

DATE: February 1, 2005

TO: Sharyl Odegard

FROM: Susan Carvelli

SUBJECT: **RECREATION/SHORELAND PENALTY APPEALS**

==========

APPEAL (WRITTEN) **RECEIVED**/FORTHCOMING ON LEASE **#L03900005**

PRIMARY LESSEE NAME: James Wilkerson

This is to notify all internal parties that an appeal has been **received** or one is forthcoming* and that all or some of you will be contacted on this appeal to determine the merits of the case.

I will contact the appropriate parties by phone or written correspondence.

The leaseholder has 30 days to respond, otherwise it will be assumed that the leaseholder has decided to withdraw an appeal.

*The leaseholder has 30 days from the date stated above to respond. If an appeal is not received, nor a payment, a penalty fee will be added and a new billing sent. If payment has been received, the check (assuming it has been held) will be processed.

DJB/sc

C: Andy Holak
LCO
AO
FO

Letter sent to Leaseholder February 1, 2005
(Date)

RECEIVED
FEB - 3 2005

Saint Louis County

LAND DEPARTMENT •7820 Highway 135, Virginia, Minnesota 55792-2934
(218) 742-9898
Fax: (218) 742-9870

February 1, 2005

Denny J. Bone
Area Land Manager

Primary Lessee:
James Wilkerson

Joint Lessee:
Penny Wilkerson

RE: Penalty Appeal for Lease No. L03900005

Dear Mr. & Mrs. Wilkerson:

Based on your inquiry, this is to notify you that we are expecting a written appeal on your recent violation penalty within 30 days of the above date. In order for your penalty to be reduced or canceled, a **written** appeal must be received. If the written appeal is not received within 30 days, it will be assumed that you, the leaseholder, have decided to withdraw the appeal.

After the appeal letter is received, you will be notified if your penalty is reduced or denied. If the appeal is reduced or denied, your payment is due 30 days from the date of notification. If you do not send a written appeal, your payment is due 30 days from the appeal date stated above. **We have received your written appeal of January 26, 2005 and will respond within 30 days.**

If you have any questions, please feel free to call (218) 742-9898.

Sincerely,

Denny J. Bone

Denny J. Bone
Area Land Manager

DJB/sc

C: LCO
AO
FO
Andy Holak

Lease\Appeal\Memo Penalty appeal

St. Louis County, Land Department

Tuesday, January 18, 2005

Legal Description

GOV LOT 7 SITE 3 S: 3 T: 61 R: 13

7820 Highway 135
Virginia , MN 55792
Andy Holak
Forest Recreation Specialist
(218) 742-9898

Primary Lessee:

JAMES WILKERSON
3722 N. KEENAN DRIVE
IRON, MN 55751

Joint Lessee:

PENNY WILKERSON
3722 N. KEENAN DRIVE
IRON, MN 55751

RE: St. Louis County:
SHORELAND LEASE **L03900005**

Inspection Date: 8/9/2004

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: 1701	Unauthorized trails/roads/clearing/pruning 1st Notice
Compliance Date: 6/1/2007 Penalty: $100.00		Site development Restrictions (steps and walkway built over the rocky hill towards the lake). Lease Item No. 9 states: "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 aproval from Lessor. Any alterations or improvements to adjacent land or other lands of St. Louis County are similarly prohibited. You will be allowed to keep the steps.

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

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

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

Andrew J Holak

Andy Holak

Recreation Specialist

C: LCO
AO
FO

RECEIVED
JAN 20 2005
LAND COMMISSIONER

Individual Lease Summary: Lease Number: L03900005

Tue. Jan 18, 2005

GOV LOT 7 SITE 3 S: 3 T: 61 R: 13

JAMES WILKERSON
3722 N. KEENAN DRIVE
IRON MN 55751
218-744-5710

PENNY WILKERSON
3722 N. KEENAN DRIVE
IRON MN 55751
218-744-5710

Area: **Virginia** 904 Management Uni **1** Appr. Value: **14000** Renewal Cost: **479.84**
Square Feet: ~~420~~ Transferable: **Y** Transferable Reason:
Property Access: **Boat access from public landing on Bear Island Lake.**
Lease Comments: **Nice site/well built. There is a 55 gal. drum on platform to catch rain water from gutters. Site has a rock fire ring and rock wall. New dock is in +36'. Lots of brushing done. Buildings in very good condition. New construction was completed as described, nice and o.k. A 10' x 10' portable screen house is on the site. 2001 non compliance-now all of the buildings are dark brown. Steps and walkway were built over the rocky hill towards lake, was permission needed? A 4' x 5' shower area has been added to the storage shed. (This was added before the '01 inspection and not mentioned. So it is pretty late to complain now!) Overall the site is neat, clean and nice. Inspected by G. Danzl and J. Simons.**

Well Type: Septic Type: Commercial Elec. ☐ Telephone ☐
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? ☒ Last_Inspection: **8/9/2004** Next_Inspection: **6/1/2007**

Shoreland Lease Information:

Site# **3**

LAKE_RIVER: **BEAR ISLAND LAKE** SITE_ACRES: **0** SITE_FEET: **0**
SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT:**10/26/1999**

Type: **Storage Shed** Details of Type: **(C) Frame construction, sits on concrete block foundation with rolled roofing. +/-20' W of cabin. There is a 4' x 5' shower area on the side. (Not counted as sq. footage).**
Paint/Color **Dk. Brown**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft): **8x8** Square Feet of Building: **64** *Included in Total?* ☐ Bldg. Condition: **Good**
Work Needed ☐ Description (if needed):

Type: **Toilet** Details of Type: **(B) Frame construction with 4x8 oxboard siding, painted dark brown, rolled roofing. +/-30' @ 30 degs. from cabin.**
Paint/Color **Dark Brown**

Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft): **6x6** Square Feet of Building: **36** *Included in Total?* ☐ Bldg. Condition: **Good**
Work Needed ☐ Description (if needed):

Type: **Cabin** Details of Type: **(A) Frame construction, sits on concrete block foundation and wood pillars, 4x8 siding, LP gas, aluminum clad windows. 4x4 stoop on side of cabin. 4.5'x19.5' overhang on side of cabin. Side of the cabin has 4'x8' grooved siding and shingle roof.**
Paint/Color **Dk Brown**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-shingle** Structure Setback: **126**
Size (nearest .5 ft): **24.5'x 6'-4'x19.5'** Square Feet of Building: ~~712~~ 804 *Included in Total?* ☐ Bldg. Condition: **Good**
Work Needed ☐ Description (if needed):

C: LCO, AO, FO, ASSESSOR

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

January 30, 2004

James Wilkerson
3722 North Keenan Drive
Iron, Minnesota 55751

RE: Access Trail to Lease # L03900005

Dear Mr. Wilkerson:

After carefully reviewing your lease and current situation regarding access, the Land Department has come to the conclusion that we will not authorize a formally developed access route to your cabin lease at this time.

When your lease site was developed and set up for leasing, it was intended to be a water access lease site only. When you leased this site, you did so knowing that this lease site was water access only and that the intent was that it would remain a water access site.

Our forester in the area your lease site is in, has visited your site on many occasions and is familiar with the land in this area. He has concerns about wetland areas your proposed trail would cross located on the county managed lands surrounding the private property you were not granted permission to cut through. These concerns contribute to our decision to not grant an authorized access route across county managed land at this time.

Thank you for your patience in this matter, and please feel free to contact us at any time if you have any further questions regarding your lease site. You can reach me at 218-728-6443.

Sincerely,

Andrew J. Holak

Andy Holak
Forest Recreation Specialist

C: Denny Bone AO
Ron Svatos FO

James Wilkerson
3722 North Keenan Drive
Iron, Minnesota 55751
218-744-1785 (H)
218-362-8620 (W)

Denny Bone
North Area Manager
St. Louis County Land Department
7820 Highway 135
Virginia, MN 55792

May 6, 2003

RE: St. Louis Shoreland Lease # L03900005
Section 3 Township 61 N. Range 13 W.

Mr. Bone,

I have recently discovered that there is a logging road of quality that runs directly behind the county lease that we have a cabin on. I happened to find it by following a four-wheeler trail that someone had made apparently last fall. This four-wheeler trail comes up from the logging trail and comes in the back of my lease lot. The trail then veers to the north and goes into the adjacent lease lot. The trail is approximately 500 yards long and joins the logging trail and the lease lots.

I walked the logging road and found it joins Bear Island Cabin State Forest Road (S.F.R.). A portion of the road traverses U.S. Forest land and a portion traverses private land. I have contacted the U.S. Forest Service and they have tentatively indicated they would issue a special use permit. I have also contacted the private landowner, but unfortunately he would not permit my occasion use of the road across his land.

I would like permission to do the following:

1. Clear the previously made trail that runs behind my cabin to the logging trail (section 3 of exhibit 1).
2. Clear a trail from the Bear Island Cabin S.F.R. up the ¼ mile county tax forfeit 40 to its northwest corner, and then due east approximately ⅛ mile through the county tax forfeit 40 to the logging trail (section 4 of exhibit 1).

This request would provide me and possibly the other leaseholders a trail and possibly in the future a road access to the county lease cabins.

The purpose for the trail would be to provide occasional access to the lease property especially during early spring or late fall when ice conditions would prohibit water access. This trail would only provide a secondary means of access in certain events, which may warrant such access.

The plan of development would be to initially cut a foot path/four wheeler trail through the NW ¼ of the NE ¼ of section 9 T61N-R13W, and the SE ¼ of the SE ¼ of section 4 of T 61N R 13 W (see exhibit 1). The next step would be to clear the existing trail behind the leased lot, which my cabin resides.

I have/will be making application to the U.S. Forest Service and Minnesota DNR to obtain special use permits for the use of the trail on their lands.

Another option that could be considered is to try buying the land. I am unsure on how these parcels are brought to public action, and if it is even available for sale at action.

Do you have knowledge of, and could you give me details on that procedure? Would this land meet the criteria for being brought to action?

Thank you for your consideration.

Best regards,

Jim Wilkerson

Jim Wilkerson

Exhibit 1. Section 3, 4 and 9 of Range 61 North, Township 13 West
(The Trail Locations are approximate. New Trails are darker.)

James Wilkerson
3722 North Keenan Drive
Iron, Minnesota 55751
218-744-1785 (H)
218-362-8620 (W)

Denny Bone
North Area Manager
St. Louis County Land Department
7820 Highway 135
Virginia, MN 55792

May 6, 2003

RE: St. Louis Shoreland Lease # L03900005
Section 3 Township 61 N. Range 13 W.

Mr. Bone,

I have recently discovered that there is a logging road of quality that runs directly behind the county lease that we have a cabin on. I happened to find it by following a four-wheeler trail that someone had made apparently last fall. This four-wheeler trail comes up from the logging trail and comes in the back of my lease lot. The trail then veers to the north and goes into the adjacent lease lot. The trail is approximately 500 yards long and joins the logging trail and the lease lots.

I walked the logging road and found it joins Bear Island Cabin State Forest Road (S.F.R.). A portion of the road traverses U.S. Forest land and a portion traverses private land. I have contacted the U.S. Forest Service and they have tentatively indicated they would issue a special use permit. I have also contacted the private landowner, but unfortunately he would not permit my occasion use of the road across his land.

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This request would provide me and possibly the other leaseholders a trail and possibly in the future a road access to the county lease cabins.

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The plan of development would be to initially cut a foot path/four wheeler trail through the NW ¼ of the NE ¼ of section 9 T61N-R13W, and the SE ¼ of the SE ¼ of section 4 of T 61N R 13 W (see exhibit 1). The next step would be to clear the existing trail behind the leased lot, which my cabin resides.

I have/will be making application to the U.S. Forest Service and Minnesota DNR to obtain special use permits for the use of the trail on their lands.

Another option that could be considered is to try buying the land. I am unsure on how these parcels are brought to public action, and if it is even available for sale at action.

Do you have knowledge of, and could you give me details on that procedure? Would this land meet the criteria for being brought to action?

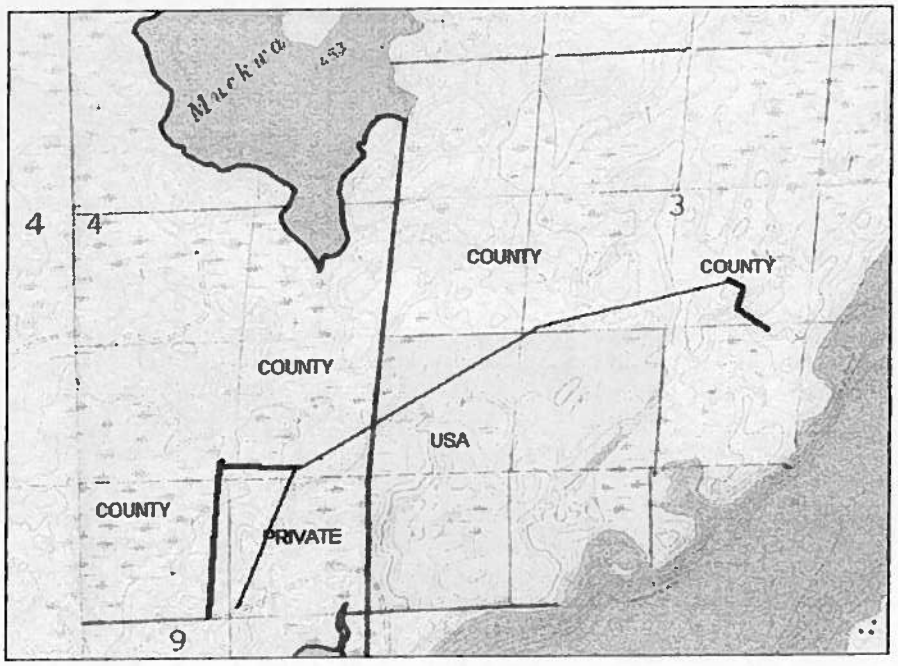
Thank you for your consideration.

Best regards,

Jim Wilkerson

Jim Wilkerson

Exhibit 1. Section 3, 4 and 9 of Range 61 North, Township 13 West
(The Trail Locations are approximate. New Trails are darker.)



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

September 22, 2003

James Wilkerson
3722 N. Keenan Drive
Iron, MN 55751

RE: 2nd Half Lease Renewal of L03900005

Dear Mr. Wilkerson:

On September 3, 2003 a payment of $260.21 was processed for the second half lease renewal of your St. Louis County lakeshore cabinsite lease. I have been notified by the accounting department that your check was returned by your bank for non-sufficient funds.

Please provide us with a Certified Check or Money Order in the amount of $290.21. It is our policy to also charge a $30.00 returned check fee. Until we receive payment, your lease will remain unpaid for the second half.

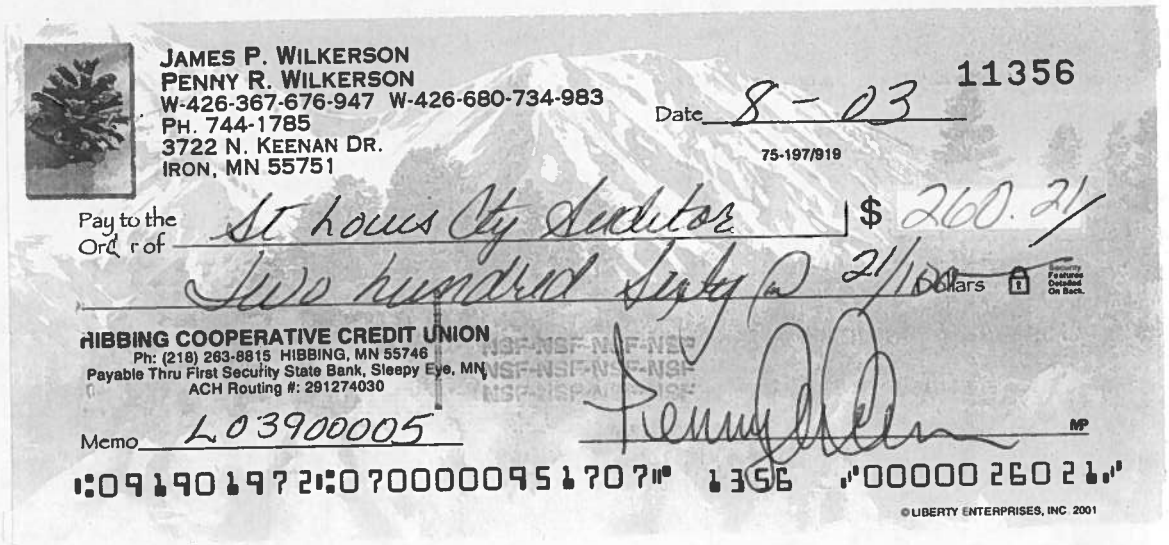
Thank you for your attention to this matter.

Sincerely,

DAVID EPPERLY
LAND COMMISSIONER

By_____
Sharyl Odegard
Land Department

PAID
OCT 2 2003
#290.21



JAMES P. WILKERSON
PENNY R. WILKERSON
W-426-367-676-947 W-426-680-734-983
PH. 744-1785
3722 N. KEENAN DR.
IRON, MN 55751

11356

Date 8-03

75-197/919

Pay to the Order of St Louis Cty Auditor $ 260.21

Two hundred Sixty @ 21/100 Dollars

Security Features Detailed On Back.

HIBBING COOPERATIVE CREDIT UNION
Ph: (218) 263-8815 HIBBING, MN 55746
Payable Thru First Security State Bank, Sleepy Eye, MN
ACH Routing #: 291274030

NSF-NSF-NSF-NSF
NSF-NSF-NSF-NSF
NSF-NSF-NSF-NSF

Memo L03900005

Penny Wilkerson MP

⑆091901972⑆0700000951707⑈ 1356 ⑈0000026021⑈

©LIBERTY ENTERPRISES, INC 2001

Saint Louis County

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

August 29, 2002

Denny J. Bone
Area Land Manager

James & Penny Wilkerson
3722 N. Keenan Dr.
Iron, MN 55751

RE: St. Louis County Shoreland Lease #L03900005
Section 3, Township 61, Range 13

Dear Mr. Wilkerson:

This letter is in response to your construction request on your St. Louis County Shoreland Lease on Bear Island 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) Extend the roof line of the cabin to allow for a new sheltered entry and additional 20' x 4' (80 sq. ft.) storage space.

2) Remove the existing man door on west side of cabin and move to new extended roof line area on the north side.

3) Replace the existing window on the west side of the cabin with a 6 foot window that was removed from the front of the old cabin.

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

Our main concerns are:

1. 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. **Color of structures including roofs must be medium to dark brown or green.**

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) 749-7132.

CORDIALLY,

DAVID J. EPPERLY
LAND COMMISSIONER

Denny J. Bone

BY: Denny J. Bone
Area Land Manager

DJB/mu
Enclosure (Copy Construction/Remodeling Request Form)
C: LCO, AO, FO, Assessor

FORMS\SHOREBDG.PER

James Wilkerson
3722 North Keenan Drive
Iron MN 55751-8120
218.744.1785 (H)
218.362.8620 (W)

Mr. Denny Bone
Area Land Manager
St. Louis County Land Department
7820 Highway 135
Virginia MN 55792-2934

RECEIVED
JUL 26 2002
LAND DEPT.

Re: Request for cabin improvement.
Shore-land lease number L03900005.
Section 3, Township 61, Range 13.

July 22, 2002

Dear Mr. Bone,

I am requesting permission to make modifications on the cabin structure in the following manner.

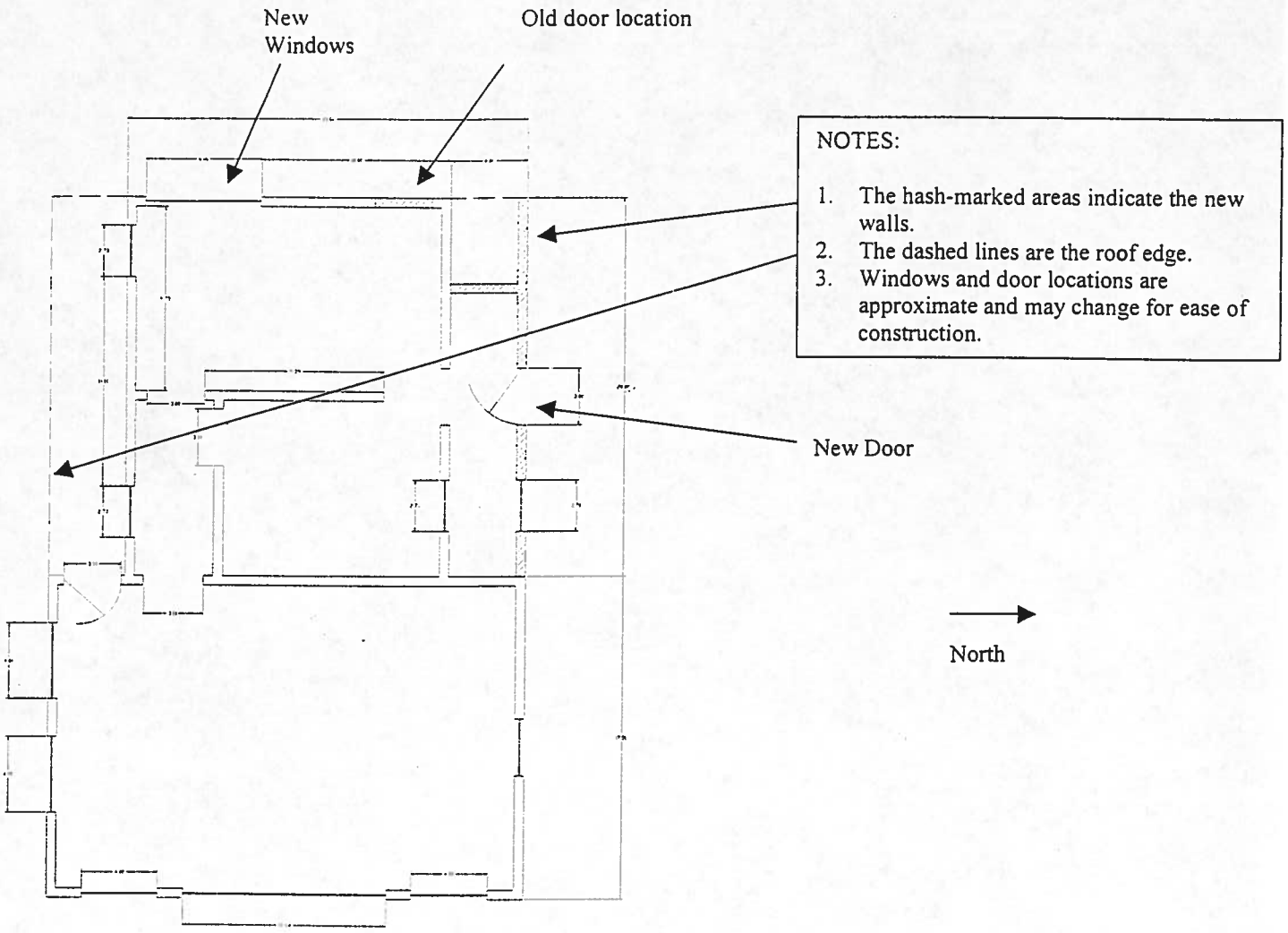
1. Extend the roofline of the "old" cabin so it will match the roofline of the new addition. The extended roofline will serve two purposes. 1) The south side extension will have a walkway under it (existing) to provide an entry area that is sheltered from the rain, and 2) the north side addition will be partially enclosed and will contain the new proposed entryway. The enclosed portion of the north expansion will provide a new entryway and additional storage space. An open portion to the rear of the cabin will provide a protected well-ventilated area for a propane tank and a small electric generator.
2. Remove the existing man door on the west side of the "old" cabin and move it to the extended roof line area on the north side.
3. Replace the existing window on the west side of the with the six foot window that was removed from the front of the old cabin when the addition was put on.

Thank you for your consideration. If there are any questions or points that need clarification, please feel free to call me at 218.362.8620.

Best Regards,

James Wilkerson

enclosure


New
Windows
Old door location
NOTES:
1. The hash-marked areas indicate the new walls.
2. The dashed lines are the roof edge.
3. Windows and door locations are approximate and may change for ease of construction.
New Door
North

RECEIVED
AUG 5 2002
LAND DEPT.

North

Covered Area = 80 ft²

South End Roof overhang

Posts

New window

The outer wall of the cabin before the proposed addition

this measurement is typical of wall sections

New door opening

New window

enclosed area = 54.25 ft²

New door Placement

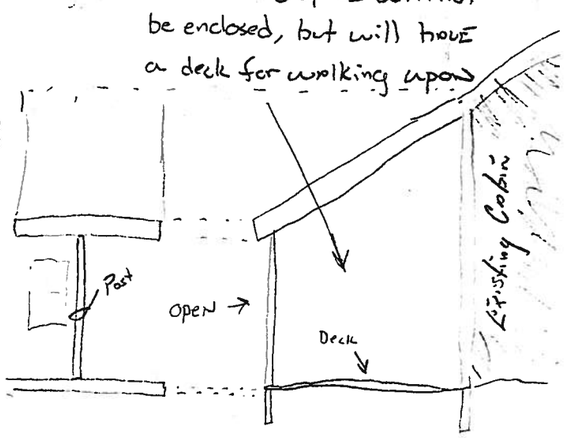
Roof Line

semi-enclosed Area = 15.75 ft²

open for ventilation

(1.) The hash-marked sections represent new walls.
Non-hash-marked sections are the pre existing walls

(2.) The southend roof overhang is supported by a 4x6x20 header which the roof sits on. This header in turn is supported by 2 4x4x8 post at approx 10 ft. spacing
The covered space will not be enclosed, but will have a deck for walking upon



(3.) The north side will have the same extended roofline as the southside with the exception that some of the area will be enclosed (54.25 ft²) and a portion will be semi-enclosed. This means thier will be walls on three sides but open on the fourth for ventelation (15.75 ft²)

(4.) New (used) 6 ft window on the west side of the cabin

(5.) Roofline will be extended over
160 ft². total
80 ft² will be completely open
15.75 ft² will be partially enclosed
54.25 ft² enclosed living space.
7.15 ft² Wall area.
2.85 ft² Windows & Doors

(6.) Construction methods & materials will be the same as previous contruction

St. Louis County, Land Department

Legal Description

Monday, September 24, 2001

GOV LOT SITE 3 S: 3 T: 61 R: 13

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

Primary Lessee:

JAMES WILKERSON
3722 N. KEENAN DRIVE
IRON, MN 55751

Joint Lessee:

PENNY WILKERSON
3722 N. KEENAN DRIVE
IRON, MN 55751

RE: St. Louis County: SHORELAND LEASE **L03900005**

Inspection Date: 7/23/2001

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

1	Violation: 0601	Improper structure maintenance Warning
Compliance Date: 6/1/2004		The storage shed and toilet need to be painted dark brown or green. Item No 7 of your lease states: "Exterior walls must be painted, varnished, stained or oiled a medium to dark brown or green color periodically to keep them maintained in a neat and sound condition."

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

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

Denny J. Bone

Denny J. Bone Area Land Manager

C: LCO
AO
FO

Individual Lease Summary: Lease Number: L03900005

Mon. Sep 24, 2001

GOV LOT SITE 3 S: 3 T: 61 R: 13

JAMES WILKERSON
3722 N. KEENAN DRIVE
IRON MN 55751
218-744-5710

PENNY WILKERSON
3722 N. KEENAN DRIVE
IRON MN 55751
218-744-5710

Area: **VIRGINIA** Management Unit: **1** Appr. Value: **14000** Renewal Cost: **435.58**

Square Feet: 812 ~~480~~ Transferable:: Y Transferable Reason:

Property Access: **Boat access from public landing on Bear Island Lake.**

Lease Comments: **Nice site/well built. There is a 55 gal. drum on platform to catch rain water from gutters. New dock is in +36'. Lots of brushing done. Site is neat and clean. Buildings in very good condition. The addition was added to the cabin and is in the process of being stained - ok (dark brown). The other decks and walkways etc. have not been built yet. Permission was granted for all of this. Inspected by G. Danzl and J. Simons.**

Well Type: Septic Type: Commercial Elec. ☐ Telephone ☐

Recommended_Fee: Fee Calc Method:

Any non-compliance issues? ☐ Last_Inspection: **7/23/2001** Next_Inspection: **6/1/2004**

Shoreland Lease Information:

Site#: **3**

LAKE_RIVER: **BEAR ISLAND LAKE** SITE_ACRES: **0** SITE_FEET: **0**

SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT: **10/26/1999**

Type: **Storage Shed** Details of Type: **(C) Frame construction, sits on concrete block foundation with rolled roofing. +/-20' W of cabin.**

Paint/Color: **Olive Green**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **0**

Size (nearest .5 ft): **8x8** Square Feet of Building: **64** *Included in Total?* ☒ Bldg. Condition: **Good**

Work Needed? ☒ Description (if needed): **Paint or stain dark brown or green.**

Type: **Toilet** Details of Type: **(B) Frame construction with 4x8 oxboard siding, painted light brown, rolled roofing. +/- 30' @ 30 degs. from cabin.**

Paint/Color: **Lt. Brown/tan**

Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**

Size (nearest .5 ft): **6x6** Square Feet of Building: **36** *Included in Total?* ☒ Bldg. Condition: **Good**

Work Needed? ☒ Description (if needed): **Paint or stain dark brown or green.**

Type: **Cabin** Details of Type: **(A) Frame construction, sits on concrete block foundation and wood pillars, 4x8 siding, rolled roofing, LP gas, aluminum clad windows. 4x4 stoop on back of cabin. A 16'x24.5' addition was added. 4.5'x20' overhang on side of old cabin. New addition has 4'x8' grooved siding and shingle roof.**

Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-shingle** Structure Setback: **126**

Size (nearest .5 ft): **16x20/16x24.5** Square Feet of Building: **712** *Included in Total?* ☒ Bldg. Condition: **Good**

Work Needed? ☐ Description (if needed):

C: LCO, AO, FO, ASSESSOR

INSTANT REPLY

Please excuse our form. We thought you would prefer a speedy reply to a formal letter. Our reply is at the bottom of your letter.

Form OA-6 © Copyright 1969, 1970 — Laurel Office Aids, Inc., Bronxville, N.Y. 10708
Distributed in Canada solely by V.W. Elmicke, Ltd., Peterborough, Ontario.

LAND DEPT.

James Wilkerson
3722 North Keenan Drive
Iron MN 55751-8120
(218) 744-5710
July 31, 1999

Mr. Denny Bone
Area Land Manager
St. Louis County Land Department
7820 Highway 135
Virginia MN 55792-2934

RE: Request for a modification on the previous cabin improvement request.
Shore-land lease number **L03900005.**
Section 3, Township 61, Range 13.

Dear Mr. Bone,

I am requesting permission to make a modification on the previously requested improvements on the shore-land lease number **L03900005.** The modification pertains to the position of the cabin addition in relation to the existing cabin. Due to the sloping nature of the site it appears that the modification of the building request is necessary to facilitate the ease of construction. The modifications will also be more in line with St. Louis County's guidelines for building on leased land in the fact that the new addition will have a lower profile thus minimizing the visual impact from the lake.

The modification is as follows:
The new cabin addition will be shifted to the right four (4) feet and lowered two (2) feet (Enclosures 1 and 2). All other specifications listed in the previous construction request remain the same.

Thank you for your consideration of this request. If there are any questions or points that need clarification, please feel free to call me at (218) 744-5710.

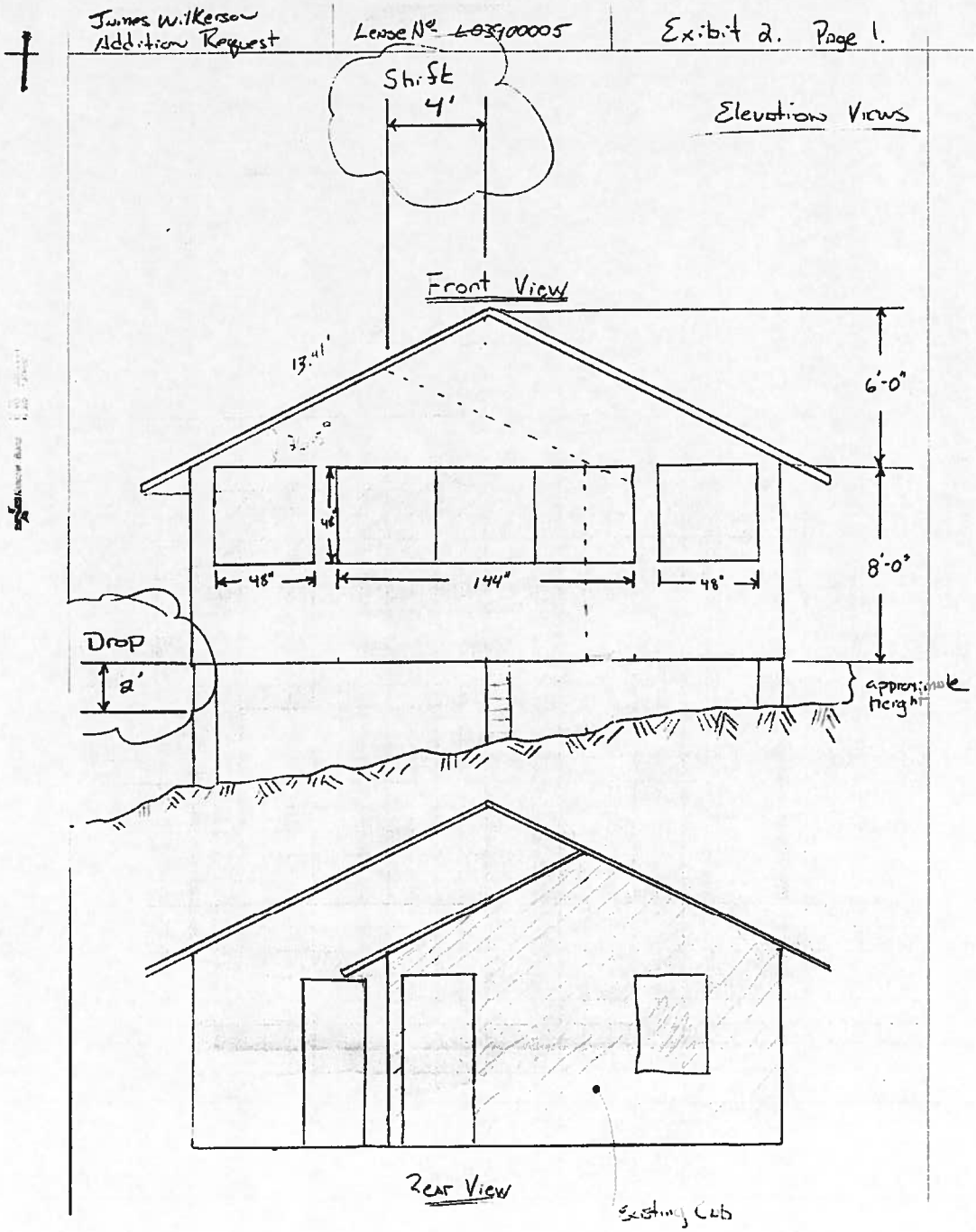
Respectfully

James Wilkerson

Enclosures (2)

MODIFICATION
OK 8/10/99
DNB

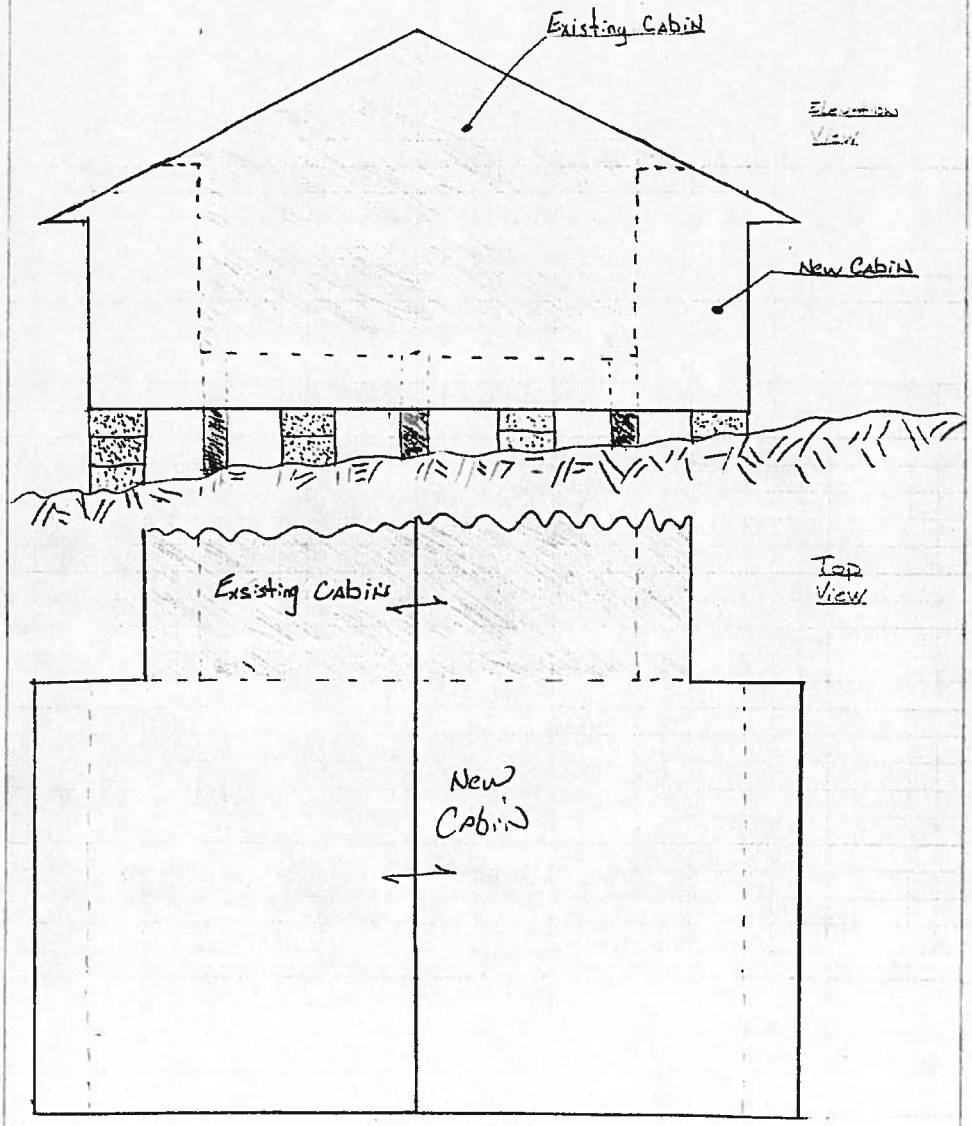
Enclosure 1. Previous Request with Modification



Enclosure 2. Modification Diagram.

James Wilkerson | Lease Nº. LO3900005

Proposed Modification of the previous expansion request



Saint Louis County

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

James Wilkerson
3722 North Keenan Drive
Iron MN 55751-8120

Denny J. Bone
Area Land Manager

RE: St. Louis County Shoreland Lease #L03900005
Section 3, Township 61, Range 13

Dear Mr. Wilkerson:

This letter is in response to your construction request on your St. Louis County Shoreland Lease on Bear Island 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. Build a 16'x24' (384 sq. ft.) addition to the existing cabin as depicted and described in your request. Before construction can begin, an on-site inspection may be needed. Please contact Ron Svatos at (218)365-3106 concerning the building site location.

2. Build a 6'x16' (96 sq. ft.) non-enclosed deck to be attached to the rear of the existing cabin.

3. Construct stairs and small deck to be attached to the new cabin.

4. Replace windows in the existing cabin.

5. Construct a wooden pathway and stairway from the existing dock as depicted and described in your request.

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. **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 including roofs (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 preventing the leaseholder from investing more in site development than is prudent.

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

SINCERELY,

DAVID EPPERLY
LAND COMMISSIONER

BY: Denny J. Bone
Area Land Manager

DJB/mu
C: LCO, AO, FO, Assessor

James Wilkerson
3722 North Keenan Drive
Iron MN 55751-8120
(218) 744-5710
March 5, 1999

RECEIVED
MAR 9 1999
LAND DEPT.

Mr. Denny Bone
Area Land Manager
St. Louis County Land Department
7820 Highway 135
Virginia MN 55792-2934

RE: Request for cabin improvements on the shore-land lease number **L03900005.**

Dear Mr. Bone,

I am requesting permission to make certain improvements on the shore-land lease number **L03900005.** The improvements are as follows:

1. Placement of a wooden walkway that transverses the path from the dock to the stairway (exhibit 1). This walkway will consist of a former dock laid on the ground. The walkway is made of treated 2"x 6" and will be painted brown. The need for this walkway is due to the highly irregular terrain, which the current path crosses, and is needed for safety.

2. Constructions of a stairway up the hill that is adjacent to the dock location (exhibit 1). The stairway will consist of treated lumber painted brown, and will extend from the bottom of the hill to the top. The vertical accent of the hill is approximately 20'. The width of the stairs will be three feet, and will have a handrail of 28" in height on both sides.

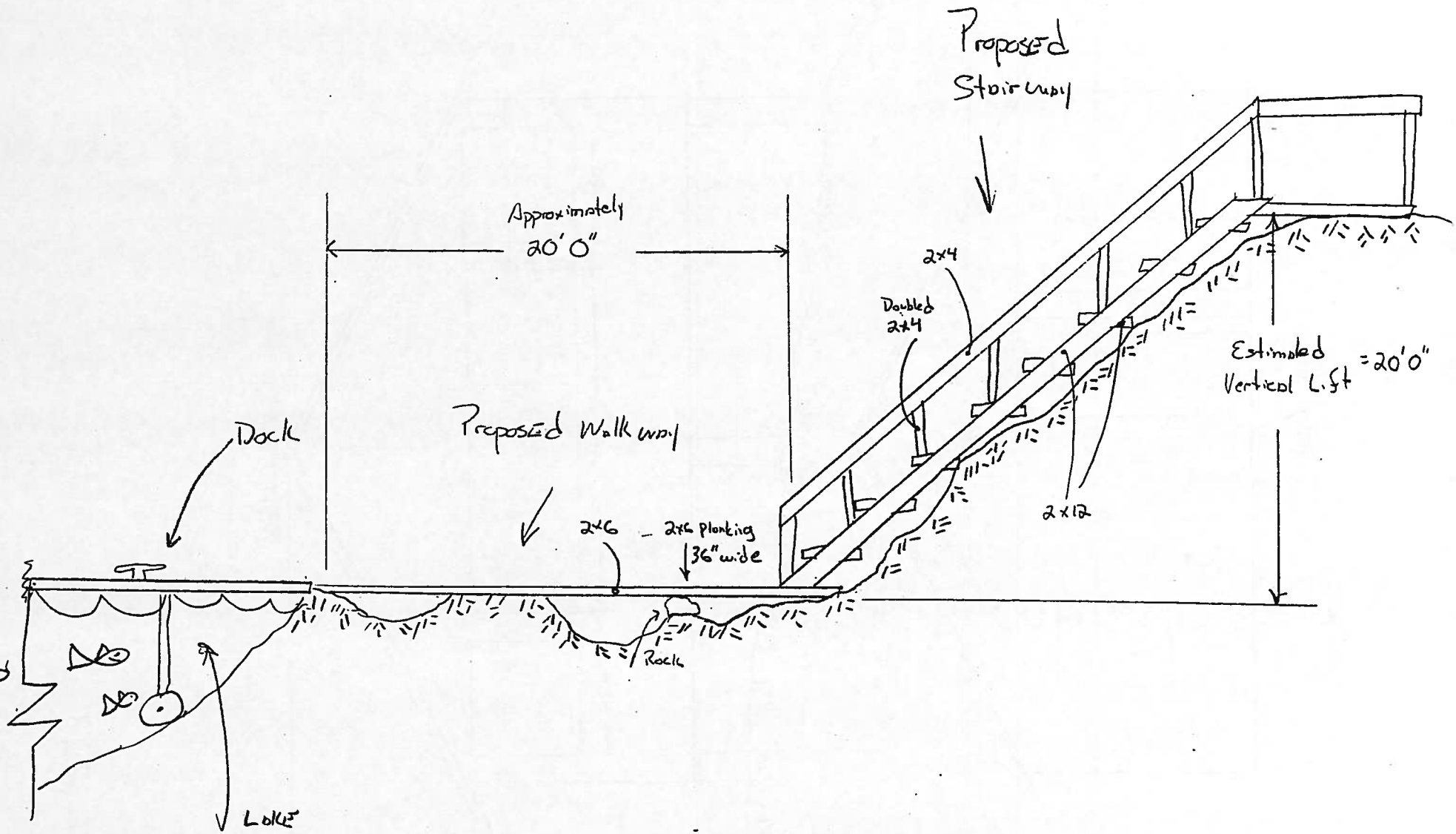
3. Replacement of the windows, in part, on the existing structure. The windows will be awning windows with a wood brick molding. The molding will be painted brown, and match the color of the cabin. The dimension of the windows will be 48"x 48". The windows to be replaced are indicated in exhibit 2 page 2.

4. Expansion of the current structure with a 16'x 24' addition (exhibit 2). The design of the expansion will attempt to minimize the profile of the cabin, as it is viewed from the lake. The plan also conforms to the building specifications as outlined in the lease agreement. Construction materials will be of two by dimension lumber with typical framing construction made. The siding will be T-111 siding painted brown and the roof will be made of black fiberglass shingles. The windows will be of identical construction and material as the replacement windows of paragraph 3. The size and placement of the windows and doors are illustrated on page 2 of exhibit 2.

Exibit 1

Lease No. L03900005

James Wilkerson
Addition Request

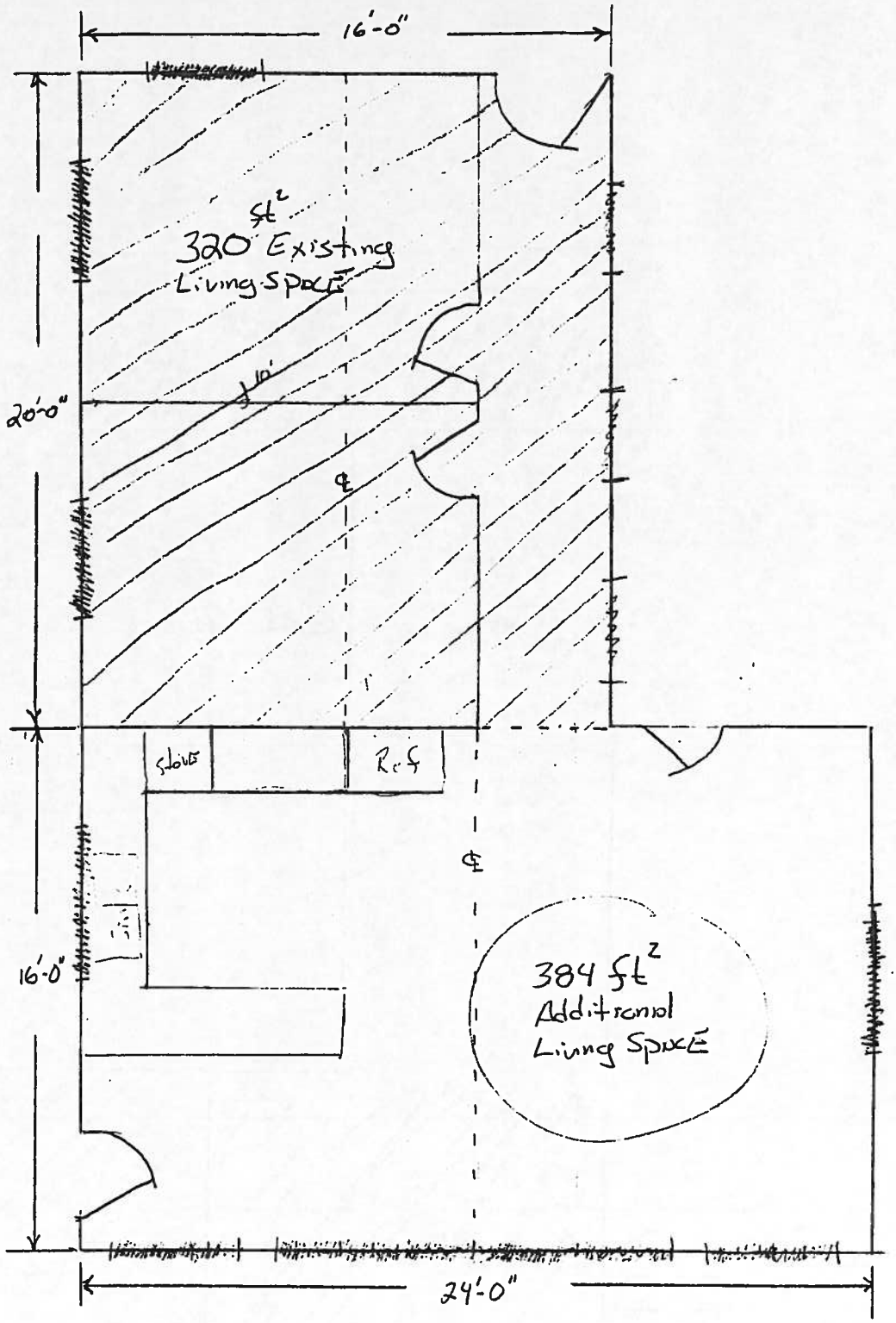


AMPAD 22-141 50 SHEETS 22-142 100 SHEETS 22-144 200 SHEETS

James Wilkerson
Addition Request

Lease Nº L03900005

Exhibit 2. Page 2.



* Total Cabin ft² = 704

CONTRACT ADMINISTRATION AND CONTACT SHEET

Form 15-56 / 1-94

CONTRACT NO.: L03900005 ADMINISTRATOR: D. BONE

CONTRACT NAME: JAMES WILKERSON CONTRACTOR :

DATE/ TIME: 1/7/99

TYPE OF CONTACT

SITE ____ PHONE ____ OFFICE ____ OTHER ✓

SPOKE TO:

COMMENTS: CALLED LEFT MESSAGE THAT OLD STOVE FROM PREVIOUS OWNER. FOUND OLD STOVE IN WOODS & WAS IN PROCESS OF HAULING IT OUT.

FOLLOW UP: INSPECT 6/1/2000

St. Louis County, Land Department

Legal Description

Monday, October 26, 1998

GOV LOT SITE 3 S: 3 T: 61 R: 13

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

Primary Lessee:

JAMES WILKERSON
3722 N. KEENAN DRIVE
IRON, MN 55751

Joint Lessee:

PENNY WILKERSON
3722 N. KEENAN DRIVE
IRON, MN 55751

RE: St. Louis County:
SHORELAND LEASE **L03900005**

Inspection Date: 8/13/1998

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

1	Violation: 0901	Improper solid waste disposal (under 30 gal) Warning
Compliance Date: 6/1/2001		All building materials, supplies and solid waste (old wood-burning stove) must be disposed of as required by County Ordinance or other regulations. (Item #4 of your lease form states: "Lessee shall take necessary precautions to keep the lease site and surrounding area in a neat and orderly condition and shall dispose of all garbage, refuse and debris as required by any St. Louis County Solid Waste Ordinance or other regulations.")

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

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

Denny J. Bone

Denny J. Bone Area Land Manager

C: LCO
AO
FO

Individual Lease Summary: Lease Number: L03900005

Mon. Oct 26, 1998

GOV LOT SITE 3 S: 3 T: 61 R: 13

JAMES WILKERSON
3722 N. KEENAN DRIVE
IRON MN 55751
218-744-5710

PENNY WILKERSON
3722 N. KEENAN DRIVE
IRON MN 55751
218-744-5710

Area: **VIRGINIA** Management Unit: **1** Appr. Value: **14000** Renewal Cost: **419.51**
Square Feet: **420** Transferable:: Y Transferable Reason:
Property Access: **Boat access from public landing on Bear Island Lake.**
Lease Comments: **Nice site/well built. Check next inspection to see if toilet may need painting.. There is a 55 gal drum on a platform to catch rain water from gutters. +/-20' dock on the shore. New dock is in -36'. Old dock still present. Lots of brushing done. Old wood burning stove behind cabin should be removed if not used. Looks like they have stakes out for a deck on the cabin. Remind them that they need permission. Site is neat and clean. Buildings in very good condition.**

Well Type: Septic Type: Commercial Elec. ☐ Telephone ☐
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? ☐ Last_Inspection: **8/13/1998** Next_Inspection: **6/1/2001**

Shoreland Lease Information:

Site#: **3**

LAKE_RIVER: **BEAR ISLAND** SITE_ACRES: **0** SITE_FEET: **0**
SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT: **12/28/1993**

Type: **Storage Shed** Details of Type: **(C) Frame construction, sits on concrete block foundation with rolled roofing. +/-20' W of cabin.**
Paint/Color: **Olive Green**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft): **8x8** Square Feet of Building: **64** *Included in Total?* ☒ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Type: **Toilet** Details of Type: **(B) Frame construction with 4x8 oxboard siding, painted light brown, rolled roofing. +/- 30' @ 30 degs. from cabin.**
Paint/Color: **Lt. Brown/tan**

Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft): **6x6** Square Feet of Building: **36** *Included in Total?* ☒ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Type: **Cabin** Details of Type: **(A) Frame construction, sits on concrete block foundation and wood pillars, 4x8 siding, rolled roofing, LP gas, aluminum clad windows. 4x4 stoop on back of cabin.**
Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **120**
Size (nearest .5 ft): **16x20** Square Feet of Building: **320** *Included in Total?* ☒ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

C: LCO, AO, FO, ASSESSOR

Individual Lease Summary:

Mon. Dec 22, 1997
Lease Number: L03900005

T: 61 R: 13 S: 3 ML 7 Sik 3

STEVEN P. SMITH
18 AUBURN AVENUE
EVELETH MN 55734
218-744-5208

SUSAN P. SMITH
18 AUBURN AVENUE
EVELETH MN 55734

Area: **VIRGINIA** Management Unit: **1** Appr. Value: **14000** Renewal Cost: **410.88**
Square Feet: **420** Transferable:: Y Transferable Reason:
Property Access: **Boat access from public landing on Bear Island Lake.**
Lease Comments: **We did not have an ID tag for this site. Please make one and send it up so we have it for next time. (mailed 12-23-97) Nice site/well built. Check next inspection to see if toilet may need painting.. There is a 55 gal drum on a platform to catch rain water from gutters. +/-20' dock on the shore.**

Well Type: Septic Type: Commercial Elec. ☐ Telephone ☐
Recommended_Fee: Fee Calc Method:
Any non-compliance issues? ☐ Last_Inspection: **9/29/95** Next_Inspection: **9/1/98**

Shoreland Lease Information:

Site#: **3**

9 Danzl/Svatos 27

LAKE_RIVER: **BEAR ISLAND** SITE_ACRES: **0** SITE_FEET: **0**
SITE_VALUE: **0** LKCLS_CODE: **RD** DATE_UPDT: **12/28/93 9:09:54 A**

Building Details:

Type: **Storage Shed** Details of Type: **(C) Frame construction, sits on concrete block foundation with rolled roofing. +/-20' W of cabin.** Paint/Color: **Olive Green**

Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft): **8x8** Square Feet of Building: **64** *Included in Total?* ☒ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Building Details:

Type: **Toilet** Details of Type: **(B) Frame construction with 4x8 oxboard siding, painted light brown, rolled roofing. +/-30' @ 30 degs. from cabin.** Paint/Color: **Lt. Brown/tan**

Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**
Size (nearest .5 ft): **6x6** Square Feet of Building: **36** *Included in Total?* ☒ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Building Details:

Type: **Cabin** Details of Type: **(A) Frame construction, sits on concrete block foundation and wood pillars, 4x8 siding, rolled roofing, LP gas, aluminum clad windows. 4x4 stoop on back of cabin.** Paint/Color: **Dk Brown**

Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **120**
Size (nearest .5 ft): **16x20** Square Feet of Building: **320** *Included in Total?* ☒ Bldg. Condition: **Good**
Work Needed? ☐ Description (if needed):

Saint Louis County

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

Denny J. Bone
Area Land Manager

June 25, 1998

James Wilkerson
3722 N. Keenan Dr.
Iron, MN 55751

RE: St. Louis County Shoreland Lease #L03900005
Section 3, Township 61, Range 13

Dear Mr. Wilkerson:

This letter is in response to your construction request on your St. Louis County Shoreland Lease on Bear Island 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. Relocate the existing 8' x 8' storage shed as depicted in your sketch which accompanied your June 2, 1998 letter.

2. To remove the minimum amount of brush and dispose of to facilitate a pathway and small opening near the location of the relocated dock as based upon your sketch. Also, minor brushing around the cabin is also approved.

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. 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 including roofs (dark brown or dark green recommended).

Our shoreland lease is specifically a noncommercial, 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) 749-7132.

CORDIALLY,

JOHN J. VOGEL
LAND COMMISSIONER

Denny J. Bone

BY: Denny J. Bone
Area Land Manager

DJB/mu
C: LCO, AO, FO, Assessor

FORMS\SHOREBDG.PER

RECEIVED
JUN 2 1998
LAND DEPT.

James Wilkerson
3722 N. Keenon Dr.
Iron MN 55751
(218) 744-5710

St. Louis Land Dept.
7820 Hwy. 135
Virginia MN 55792
(218) 749-7132

Ref. Brushing for a Path & Dock on Lease Nº L0300005.

Dear Sirs.

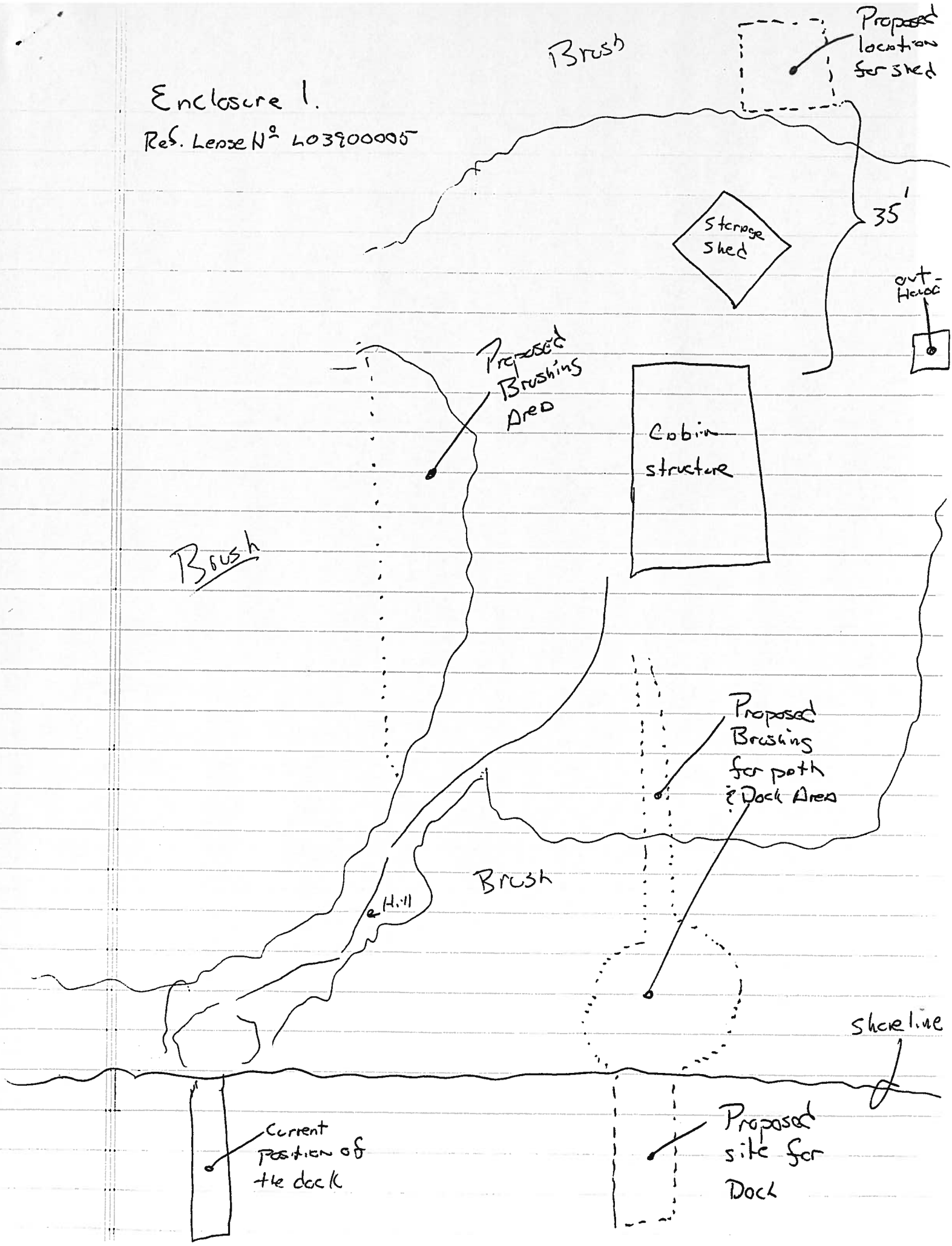
I am writing you to request permission to do some brushing on the aforementioned lease site. I have 3 small children and due to a safety concern would like to have a clear line of sight to the dock and adjacent area. This would require the movement of the dock from its present location to a new position that would be directly below the cabin. Additionally to the movement of the dock, I would request the cutting of a new path to the dock. (see ~~enclosure~~ enclosure 1.). I would also request further brush removal adjacent to the cabin as to provide play area for the children and to relocate the storage shed in a slightly different position than it is currently. (see enclosure 1.)

Thank you for your considerations in these matters

James Wilkerson

Enclosure 1.

Ref. Lease N° 403900005



LD Form 2701
(Revised 1/95)

LEASE NO. L03900005

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:
James Wilkerson	Penny Wilkerson
3722 N. Keenan Dr.	3722 N. Keenan Dr.
Iron, MN 55751	Iron, MN 55751
TELEPHONE: 744-5710	TELEPHONE: 744-5710

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 #3 on Bear Island Lake located in Government Lot 7 Section 3, Township 61 N., Range 13 W., (as shown on Exhibit A) to the Lessee or Lessees as joint tenants and not as tenants in common. This lease site is subject at all times to land disposal, timber sale, an easement for public travel over and across a strip of land 33 ft. wide parallel to the ordinary high water mark, other leasing and land management activities by the Lessor, the terms and conditions listed herein, and penalties for violation of the terms of this lease as set forth in **Exhibit B** attached hereto.

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

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

2. **LEASE FEE.** The lease fee shall be established by Resolution of the St. Louis County Board and payable within 30 days after notice of amount due. A penalty shall be imposed for late payment.

3. **ASSIGNMENT.** A name change or assignment of a lease must be approved by the Lessor prior to the sale of personal property on the site. Assignment of a Shoreland lease for a site without a dwelling structure (cabin) will not be approved. Lessee shall not sublet the lease site or any part thereof or use it for any commercial purpose.

4. **REGULATIONS AND ORDINANCES.** Lessee shall at all times comply with all applicable State and Federal laws and any applicable rules and regulations of St. Louis County. Lessee shall take necessary precautions to keep the lease site and surrounding area in a neat and orderly condition and shall dispose of all garbage, refuse and debris as required by any St. Louis County Solid Waste Ordinance or other regulation.

5. **TAXES AND FEES.** Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site and solid waste disposal fees shall be cause for cancellation of the lease.

6. **CONSTRUCTION/REMODELING. No construction or exterior remodeling of structures shall begin until Lessee has written approval from Lessor.** Construction of any building must be upon the site location approved by Lessor. Any building located outside of the approved site or built without prior approval shall be treated as a breach of contract and may subject Lessee to other civil and criminal penalties. No construction, remodeling or replacement of septic systems, wells, saunas, and privies will be allowed without the necessary St. Louis County Health Department permits in addition to the required written approval of Lessor.

7. **STRUCTURES.** One dwelling structure (cabin) will be allowed on the site. The construction of the cabin must be initiated within two years and completed within three years from the execution of a lease or the removal or loss of the previous dwelling. The cabin shall be a single story (maximum height of 16 feet) with 8 foot or less sidewalls, and constructed of materials approved by the Lessor. The shortest pier (if any) on which the cabin is built shall be one foot or less in height. The lease site Identification Tag will be attached by the lessor in a conspicuous location on the main dwelling and must remain visible at all times.

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

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

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

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

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

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

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

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

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

10. **PUBLIC ACCESS.** Lessee is prohibited from barricading any driveways, roads or trails, or constructing any fences or stringing wire cable, or otherwise restricting the general public from travelling by foot or vehicle on County land. The Lessee may prohibit the public from the structures on the lease site. Lessee shall not post "No Trespass" or "No Hunting" or similar signs on any part of the lease site except upon structures owned by the Lessee. Lessee shall not create any public hazard or make any threat to any member of the public or misrepresent to the public the Lessee's interest in the lease site.

11. **Residency Not Allowed.** No occupancy will be allowed which may in any way lead to a claim of residency and any permanent residency is expressly prohibited. All Lessees are specifically required to maintain a separate permanent residence.

12. **LESSEE ACCESS TO LEASE SITE.** Nothing in this lease is intended in any way to increase the need for local or state governmental services. Lessor shall not be responsible for the construction or maintenance of any road or trail to the lease site. Lessee shall not construct any roads or further develop existing roads unless authorized by Lessor. Lessee shall be responsible for repairs of all damage to any roads or trails utilized pursuant to this lease. Failure of Lessees to reasonably coöperate 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 X [signature] LESSEE X [signature]

Date: X June 2, 1998 Date: X June 2nd 1998

Subscribed & Sworn to before me on this 2nd day of June, 1998

[signature]
NOTARY PUBLIC

My Commission Expires: _____

Merry Ofstad
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
My Comm. Expires Jan. 31, 2000

Subscribed & Sworn to before me on this 2nd day of June, 1998

[signature]
NOTARY PUBLIC

My Commission Expires: _____

Merry Ofstad
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
My Comm. Expires Jan. 31, 2000

FOR ST. LOUIS COUNTY AUDITOR

BY: Denny J. Bore
Land Commissioner's Representative

Date: 6-2-98

LCO
AO

THERE IS___IS NOT_X_A WELL ON THIS LEASE SITE (DRILLED, DRIVE-POINT, DUG; CIRCLE ONE).

EXHIBIT B SHORELAND

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 for violations and progressive for each notice.

Violation	1st Notice	2nd Notice	3rd Notice	Final Notice
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**

Violation	1st Notice	2nd Notice	3rd Notice	Final Notice
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.

MAY 12 1998

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: Steven P. Smith
Address: ~~18 Auburn Avenue~~ 6807 Willow Rd
~~Eveleth, MN 55734~~ Virginia, MN 55792
Daytime Phone: (218) 744-5208

Joint Tenant: Susan P. Smith
Address: ~~18 Auburn Ave.~~ 6807 Willow Rd
~~Eveleth, MN 55734~~ Virginia MN 55792
Daytime Phone: (218) 744-5208

I, whose name and address is listed above, do hereby wish to assign my leasehold interest in Lease #L 03900005, issued for ~~_____~~ shoreland purposes on: Site 3, Gov't Lot 7, 3-61-13 (Bear Island Lake) to _____.

625-9303

Signature: X Steven P Smith
Date: X 5-18-98

Signature: X Susan P Smith
Date: X 5-18-98

Subscribed and sworn to before me on this 18th day of May, 1998

Sheila M. Colosimo
NOTARY PUBLIC

My Commission Expires: SHEILA M. COLOSIMO NOTARY PUBLIC-MINNESOTA ST. LOUIS COUNTY My commission expires JANUARY 31, 2000

Subscribed and sworn to before me on this 18th day of May, 1998

Sheila M. Colosimo
NOTARY PUBLIC

My Commission Expires: SHEILA M. COLOSIMO NOTARY PUBLIC-MINNESOTA ST. LOUIS COUNTY My commission expires JANUARY 31, 2000

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

OFFICE USE

Personal Property Taxes Paid	(yes ✓	no ____)
Solid Waste Fees Paid	(yes ✓	no ____)
Road Association Dues Paid	(yes N/A	no ____)

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

Primary Lessee: James Wilkerson Age: 40

Address: 3722 N. Keenan Dr.
Iron Mn. 55751

Daytime Phone: (218) 744-5710

Joint Tenant: Penny Wilkerson Age: 33

Address: 3722 N. Keenan Dr.
Iron MN 55751

Daytime Phone: (218) 744-5710

I, whose name and address is listed directly above, do hereby knowingly and willingly accept the leasehold interest in L#03900005 along with its responsibilities and obligations.

Signature: James Wilkerson

Date: May 18, 1998

Signature: Penny L. Wilkerson

Date: May 18, 1998

Note: 1) There is a $75 fee for each lease assignment.

2) Personal Property Tax Payments for this lease site must be current before lease can be transferred.

3) A completed "Well Disclosure Certificate" must be attached to this assignment form.

On-site well: (Yes_____ No X)

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

4) On-site septic system: (Yes_____ No X)

Approved by: Denny J. Bore

St. Louis County Land Commissioner's Representative

Date: 5-20-98

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

Rev 4/93
Geo/Update

LD Form 2701
(Revised 1/95)

LEASE NO. L03900005

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:
Steven P. Smith	Susan P. Smith
18 Auburn Avenue	18 Auburn Avenue
Eveleth, MN 55734	Eveleth, MN 55734
TELEPHONE: 744-5208	TELEPHONE: 744-5208

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 # 3 on Bear Island Lake located in Govt Lot 7 Section 3, Township 61 N., Range 13 W., (as shown on Exhibit A) to the Lessee or Lessees as joint tenants and not as tenants in common. This lease site is subject at all times to land disposal, timber sale, an easement for public travel over and across a strip of land 33 ft. wide parallel to the ordinary high water mark, other leasing and land management activities by the Lessor, the terms and conditions listed herein, and penalties for violation of the terms of this lease as set forth in **Exhibit B** attached hereto.

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

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

2. **LEASE FEE.** The lease fee shall be established by Resolution of the St. Louis County Board and payable within 30 days after notice of amount due. A penalty shall be imposed for late payment.

3. **ASSIGNMENT.** A name change or assignment of a lease must be approved by the Lessor prior to the sale of personal property on the site. Assignment of a Shoreland lease for a site without a dwelling structure (cabin) will not be approved. Lessee shall not sublet the lease site or any part thereof or use it for any commercial purpose.

4. **REGULATIONS AND ORDINANCES.** Lessee shall at all times comply with all applicable State and Federal laws and any applicable rules and regulations of St. Louis County. Lessee shall take necessary precautions to keep the lease site and surrounding area in a neat and orderly condition and shall dispose of all garbage, refuse and debris as required by any St. Louis County Solid Waste Ordinance or other regulation.

5. **TAXES AND FEES.** Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site and solid waste disposal fees shall be cause for cancellation of the lease.

6. **CONSTRUCTION/REMODELING. No construction or exterior remodeling of structures shall begin until Lessee has written approval from Lessor.** Construction of any building must be upon the site location approved by Lessor. Any building located outside of the approved site or built without prior approval shall be treated as a breach of contract and may subject Lessee to other civil and criminal penalties. No construction, remodeling or replacement of septic systems, wells, saunas, and privies will be allowed without the necessary St. Louis County Health Department permits in addition to the required written approval of Lessor.

7. **STRUCTURES.** One dwelling structure (cabin) will be allowed on the site. The construction of the cabin must be initiated within two years and completed within three years from the execution of a lease or the removal or loss of the previous dwelling. The cabin shall be a single story (maximum height of 16 feet) with 8 foot or less sidewalls, and constructed of materials approved by the Lessor. The shortest pier (if any) on which the cabin is built shall be one foot or less in height. The lease site Identification Tag will be attached by the lessor in a conspicuous location on the main dwelling and must remain visible at all times.

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

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

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

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

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

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

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

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

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

10. **PUBLIC ACCESS.** Lessee is prohibited from barricading any driveways, roads or trails, or constructing any fences or stringing wire cable, or otherwise restricting the general public from travelling by foot or vehicle on County land. The Lessee may prohibit the public from the structures on the lease site. Lessee shall not post "No Trespass" or "No Hunting" or similar signs on any part of the lease site except upon structures owned by the Lessee. Lessee shall not create any public hazard or make any threat to any member of the public or misrepresent to the public the Lessee's interest in the lease site.

11. **Residency Not Allowed.** No occupancy will be allowed which may in any way lead to a claim of residency and any permanent residency is expressly prohibited. All Lessees are specifically required to maintain a separate permanent residence.

12. **LESSEE ACCESS TO LEASE SITE.** Nothing in this lease is intended in any way to increase the need for local or state governmental services. Lessor shall not be responsible for the construction or maintenance of any road or trail to the lease site. Lessee shall not construct any roads or further develop existing roads unless authorized by Lessor. Lessee shall be responsible for repairs of all damage to any roads or trails utilized pursuant to this lease. Failure of Lessees to reasonably cooperate with the maintenance of ingress and egress routes shall be grounds for the cancellation of this lease.

13. **LEASE TERMINATION/SITE CLEAN-UP.** This lease shall terminate on January 31 of each year or earlier upon failure to pay when due the annual lease fee or other fees or penalties imposed by Lessor for violations of the lease terms. Lessor retains the right to terminate this lease immediately upon breach of any of the terms or conditions set forth herein or in **Exhibit B** attached hereto or for other disorderly or otherwise objectionable conduct by Lessee or those occupying the site with the permission of the Lessee. This lease may also be terminated by the Lessor without cause upon thirty (30) days written notice sent to Lessee at the last address provided by the lessee. A prorata refund of the lease fee paid by Lessee may be allowed at the discretion of the Lessor.

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

    Lessee agrees to leave the lease site and surrounding area in a neat and orderly condition free of all garbage, refuse and debris.

14. **REMOVAL OF PERSONAL PROPERTY.** Upon termination of this lease, if all fees, taxes, penalties and other charges are paid, Lessee shall remove all buildings and personal property owned by Lessee from the premises within three (3) months after the date of termination, time being of the essence. Additional time may be granted at the discretion of Lessor for extenuating circumstances. If Lessee fails to remove any property within the time above stated, all such property remaining after expiration of such time will be disposed of pursuant to Minnesota Law.

15. **INDEMNIFICATION.** EXCEPT FOR LIABILITY RESULTING FROM LESSOR'S SOLE NEGLIGENCE, LESSEE AGREES TO INDEMNIFY, SAVE HARMLESS AND DEFEND LESSOR, ITS EMPLOYEES, AGENTS AND SERVANTS FROM ANY AND ALL LIABILITY FOR INJURIES TO ANY PERSON OR PROPERTY OF ANY EMPLOYEE, AGENT, PASSENGER, INVITEE OR OTHER PERSON ENTERING ONTO THE LEASED PREMISES.

16. **LESSOR'S RIGHTS.** Lessee understands and agrees that the site shall be subject to inspection by Lessor for purposes of appraisal or insuring compliance by Lessee with the provisions of this lease. If upon inspection it is found that the lease site and its surroundings are not in compliance with the terms of this lease, Lessor may immediately terminate the lease or give Lessee a warning or notice of violation indicating the actions necessary to bring the lease site and surroundings into compliance. Any required action stated in the notice must be completed within the time period indicated in the notice. Any penalty imposed by Lessor for a violation must be paid within the time stated in the Notice or the Lease may be cancelled. Lessee agrees that any delay on the part of the Lessor in enforcing any of the terms of the lease, or in terminating the lease shall not operate as a waiver of any of the rights of Lessor hereunder.

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

VIRGINIA AREA OFFICE:

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

DULUTH AREA OFFICE:

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

18. **ADDITIONAL TERMS AND CONDITIONS:**

LESSEE Steven P Smith

Date: 3-28-95

LESSEE Susan P Smith

Date:

Subscribed & Sworn to before me on this 28th day of March, 19 95

Linda M. Myklebust
NOTARY PUBLIC

My Commission Expires: 1-31-2000

LINDA M. MYKLEBUST
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
My Comm. Expires Jan. 31, 2000

Subscribed & Sworn to before me on this 28th day of March, 19 95

Linda M. Myklebust
NOTARY PUBLIC

My Commission Expires: 1-31-2000

LINDA M. MYKLEBUST
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
My Comm. Expires Jan. 31, 2000

FOR ST. LOUIS COUNTY AUDITOR

By: _____
Land Commissioner's Representative

Date: 4/6/95

LCO
AO

THERE IS ___ IS NOT X 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.**

Violation	1st Notice	2nd Notice	3rd Notice	Final Notice
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**

Violation	1st Notice	2nd Notice	3rd Notice	Final Notice
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.

LD Form 2701-1
(Revised 1/29/89)

Lease No. LO3900005

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

LESSEE:
Steven P. Smith
18 Auburn Avenue
Eveleth, MN 55734
Telephone:
218-744-5208

LESSEE:
Susan P. Smith
18 Auburn Avenue
Eveleth, MN 55734
Telephone:
218-744-5208

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 One Hundred Twenty Six and Fifty Cents Dollars ($126.50), receipt of which is hereby acknowledged for the initial period of rental for occupancy ending January 31, 1991, the Lessor does hereby lease shoreland site # 3 on Bear Island Lake located in Govt. Lot 7 Section 3, Township 61 N., Range 13 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 Fify Three Dollars ($253.00), 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: George C. Kirk
Land Commissioner's Representative

Date: July 10, 1990

LESSEE: Steven P Smith

Date: 7-2-90

LESSEE: Susan P. Smith

Date: 7/2/90

Camilla L. Stewart
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
My Commission Expires DEC. 11, 1994

Subscribed and sworn to before me this

2 day of July, 1990

Camille L. Stewart
Notary Public

My Commission Expires Dec 11, 1994

c: AO
LCO

EXHIBIT B

1. There shall be no transfer or assignment of Shoreland leases with sites lacking improvements in the form of a seasonal, recreational cabin. Any proposed changes or transfers of individual ownership or use of improved sites must be presented to the Land Commissioner for review and approval prior to sale of personal property. No Lessees of record will be allowed to be the tenant or joint tenant of more than one County Shoreland lease.

2. Lessees shall not sublet or rent the lease site or any part thereof.

3. Failure upon the part of Lessees to pay taxes when due that may be levied shall be cause for cancellation of this lease.

4. Lessees shall at all times comply with the applicable laws of State and Federal governments and any rules, regulations or ordinances of St. Louis County. Lessees shall specifically exercise care in complying with laws and regulations relating to protected waters, fires, game, health, timber and pollution. Lessees shall take necessary precautions to keep the leased site and surrounding area in a neat and orderly condition and shall dispose of all garbage and refuse in approved landfill sites.

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: Steven P Smith LESSEE: Susan P. Smith

Date: 7-2-90 Date: 7/2/90

Saint Louis County

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

Denny J. Bone
Area Land Manager

February 1, 1996

PRIMARY LESSEE:

Steven P. Smith
18 Auburn Avenue
Eveleth, MN 55734

RE: ST. LOUIS COUNTY SHORELAND LEASE (L03900005)

Just a quick note to let you know that a recent inspection of your lease site has found everything in order. We do not always find that when we inspect our lease sites, so it is refreshing to see the care and attention your site receives.

Denny J. Bone

DENNY J. BONE - AREA LAND MANAGER

C: LCO
AO
FO

LEASESL.OK

LD FORM
Rev/mu/7/94

ST. LOUIS COUNTY LAND DEPARTMENT
LEASE INVENTORY/APPRAISAL RECORD

Code: 03
Type: shoreland

SECTION 3, TOWNSHIP 61, RANGE 13, PARCEL Gov't Lot 7, Site 3

LEASE NUMBER L03900005 TERM annual
I.D. DISPLAYED? YES _____ NO X
LESSEE Steven P. Smith
18 Auburn Avenue
Eveleth, MN 55734

ON-SITE INSPECTION DATE 9/29/95
INSPECTOR Danzl/Svatos AREA I-E
LAKE Bear Island RIVER _____
STRUCTURE SETBACK ? forgot
MANAGEMENT UNIT Vermilion Mem. For.
ACCESS: Boat access from public landing on Bear Island Lake.

LEASE TRANSFERABILITY:
Transferable X
Non-transferable _____
Why?

WELL no TYPE _____
SEPTIC -- TYPE _____
COMM. ELECTRIC -- TELEPHONE --

BUILDINGS: Code Letter(s) →	A	B	C	D	E
TYPE	CABIN	TOILET	STORAGE SHED		
SIZE (nearest .5 ft.)	16 x 20	6 x 6	8 x 8		
SQ. FT.	320	36	64		
VALUE	2,500.00	200.00	300.00		
TYPE OF CONSTRUCTION	frame	frame	frame		
MATERIAL/SIDING	4' x 8' siding	4' x 8' siding	oxboard		
MATERIAL/ROOFING	rolled	rolled	rolled		
PAINTED/COLOR	dk. brown	lt. brown/ tan	olive green		
CONDITION/APPEARANCE	good	good	good		
WORK NEEDED					

TOTAL SQ. FT. 420 TOTAL VALUE $3,000.00 ASSESSOR'S VALUE $_____

RECOMMENDED LEASE FEE $388.04 CALCULATION _____

COPIES: AO, FO, LCO, ASSESSOR

DESCRIPTIVE COMMENTS ON LEASE AND BUILDINGS:

CABIN: Frame construction, sits on concrete block foundation and wood pillars, 4′ x 8′ siding, rolled roofing, LP gas, aluminum clad windows. (4′ x 4′) stoop on back of cabin.

TOILET: Frame construction with 4′ x 8′ oxboard siding, painted light brown, rolled roofing. ±30′ @ 30° from cabin.

STORAGE SHED: Frame construction, sits on concrete block foundation with rolled roofing. ±20′ W of cabin.

There is a 55 gal. drum on a platform to catch rain H^2O from gutters.

±20′ dock on the shore.

ADDITIONAL NOTES:

We did not have an I.D. tag for this site. Please make one and send it up so we have it for next time.

Nice site/well built.

Check next inspection to see if toilet may need painting.

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

1.

2.

3.

4.

NOTIFICATION LETTER:

Date Sent_____

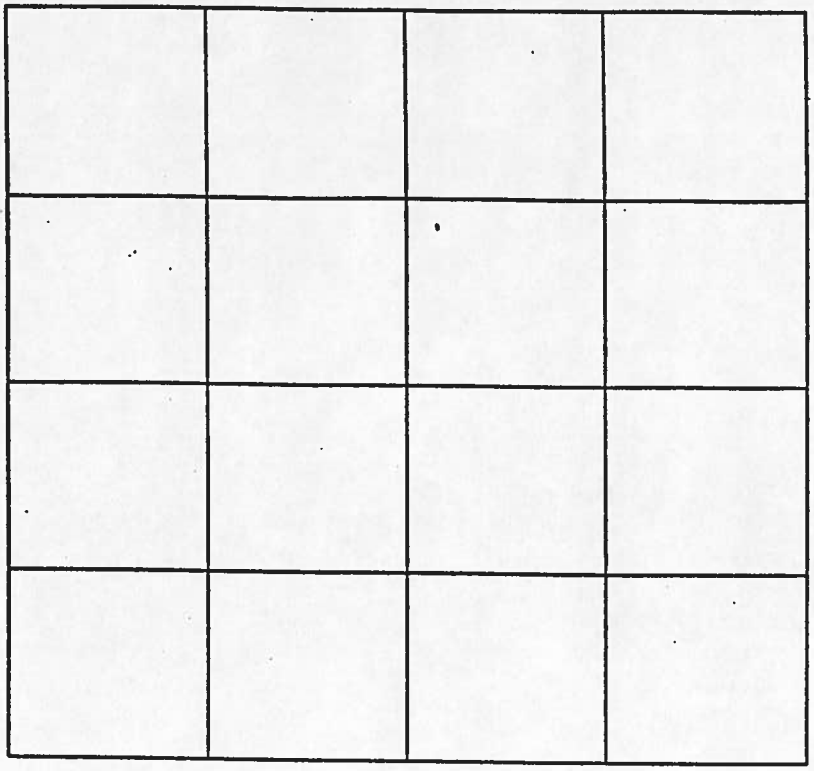
Compliance Date:

_____

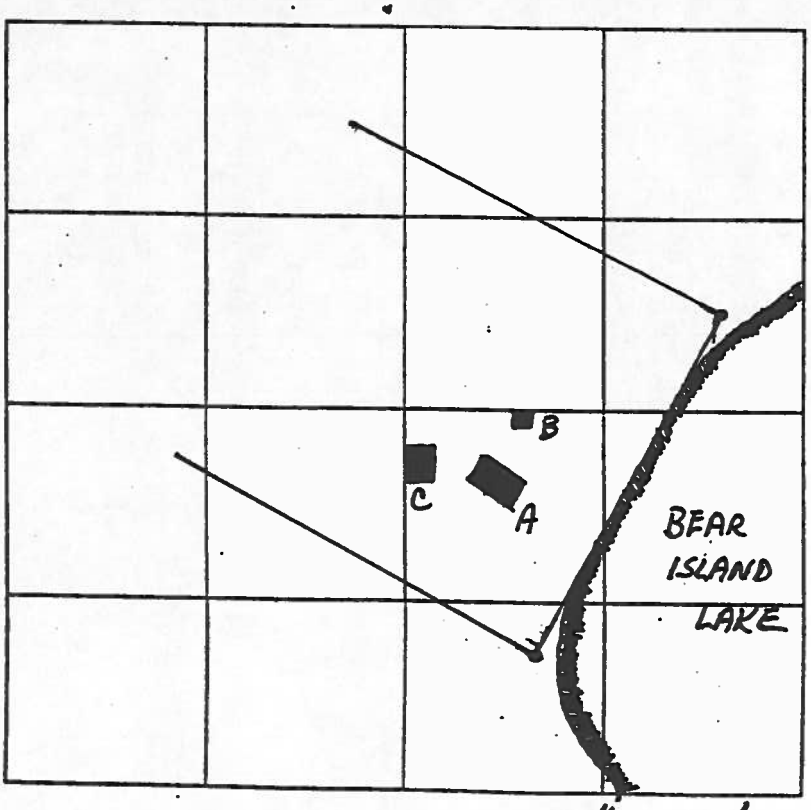
NEXT SCHEDULED INSPECTION: 9/1/98

LEASE NUMBER L03900005 NAME STEVEN SMITH

SECTION 3 TOWNSHIP 61 RANGE 13 PARCEL G. LOT 7 SITE #3



4" = 1 MILE



SCALE: ▬▬▬ (or 1"=200')

COPIES: AO, FO, LCO, ASSESSOR

LAND DEPARTMENT

LD-1370-3

DATE 9/29/93 | TIME

TO Sharyl

LOCATION LCO

FROM Denny

LOCATION VA

PHONE NO. ( )

MESSAGE TAKEN BY

☐Called ☐Please call ☐Was here to see you

☐Urgent ☐Will call again ☐Returned your call

ACTION

☐As we discussed ☑For your information ☐Take appropriate action

☐As you requested ☐For your approval ☐Prepare reply for my sig.

☐Review and see me ☐For signature ☐Reply and send me copy

☐Review and return ☐Notify staff ☑File ☐Dispose

PHOTOCOPY

_____No. of copies ☐One side only ☐Collate

_____Date needed ☐Head to head ☐Staple

☐Head to foot ☐Other_____

TYPING

☐Rough draft ☐Final copy

☐Single space ☐Memo

_____ ☐Double space ☐Letterhead

Date needed ☐Rush ☐Carbons_____

REMARKS/MESSAGES

L03900005

uthorization to Use Sewage Treatment System

St. Louis County Health Department

PERMIT NO. 61-13-205-15
TOWNSHIP 61
DATE OF FINAL INSP. 9-27-97

E Steven P. Smith ADDRESS 18 Auburn Ave. - Eveleth, MN 55734
horization to use this sewage treatment system is:

[X] Approved upon completion of final cover.

[ ] Approved upon completion of the following item(s) prior to use: _____

[ ] Denied until and unless the following corrections are made and another inspection is made by this department:

FILE WITH AUTHORIZATION LETTER L039 0005

ST. LOUIS COUNTY HEALTH DEPARTMENT

By: JOHN A. LINDQUIST, EHS II

NOTE: Authorization to use a system is automatically and immediately revoked when and if the system malfunctions, fails or otherwise becomes a public health hazard or nuisance.

---

ermit to Construct a Sewage Treatment System

St. Louis County Health Department

PERMIT NO. 61-13-205-15
TOWNSHIP 61
DATE OF ISSUE 06/01/93

[ ] Standard [ ] Special; See conditions attached.

e plan submitted on 05/26/93 by (NAME) Steven P. Smith
DRESS) 18 Auburn Ave. - Eveleth, MN 55734
the construction of a sewage treatment system at (legal description of property & address)
Township 61N, Range 13W, Section 3, Lots 7 & 8.

ns are hereby approved for the construction of this system in accordance with the St. Louis nty Health Department Ordinance #36 relating to onsite sewage treatment.

atment Area (sq.ft.)_____ Septic Tank_____gallons

er Privy and Greywater without pressure

ST. LOUIS COUNTY HEALTH DEPARTMENT

By: JOHN A. LINDQUIST, EHS II

roval is necessary BEFORE continuing with the construction of the system if encountering an oreseen problem such as high water table, ledge rock or soil conditions, or if there are any nges in location, size or design.

AL INSPECTION: A final inspection must be made prior to backfilling and must be scheduled a minimum of 24 hours in advance excluding weekends and holidays. For an inspection, call 8:00 AM to 4:30 PM--Duluth 725-5227 ; Hibbing 262-4841; Virginia 741-8272; Ely 365-6116.

ICE: This permit shall expire one(1) year after date thereof unless work contemplated and authorized thereby is in actual progress and a written extension has been obtained from the Healt Department by the applicant. It is not transferable.

VER OF LIABILITY:
St. Louis County disavows and assumes no liability for damages to person or property in any manner or form resulting from the issuance of this permit or subsequent authorization to use the system, nor does it guarantee the successful operation of the system.

10/1/84cam/gi White--Applicant's Receipt Canary--P & Z Pink--File Form 3-157

2700-4
(Rev/mu/2/1/91)

ST. LOUIS COUNTY LAND DEPARTMENT
DEAD TIMBER REMOVAL AUTHORIZATION

LESSEE: Steven Smith **DATE ISSUED:** 8/3/93

ADDRESS: 18 Auburn Avenue **EXPIRATION DATE:** 11/3/93

CITY: Eveleth, MN 55734

LEASE NUMBER: L03900005 **LOCATION:** Bear Island Land

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:

Site 3, Gov't Lot 7, Section 3, Township 61N, Range 13W

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 for transporting to a location other than the above listed lease site.

3) The Lessee agrees to indemnify, save and hold harmless the County of St. Louis, its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the authorized activity provided for herein and further agrees to defend at its own sole cost and expense any action or proceedings commenced for the purpose of asserting any claims of whatsoever character arising hereunder.

This 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 for three (3) months from the date of issuance. Upon its expiration, any privileges granted upon this authorization will be null and void.

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

Denny J. Bore

AREA LAND MANAGER

cc: LCO
AO
FO

Saint Louis County

LAND DEPARTMENT • 7820 Highway 135, Virginia, Minnesota, 55792-2934.
(218) 749-7132
1(800) 450-9777
FAX (218) 741-6057

Denny J. Bone
Area Land Manager

May 5, 1992

Steven Smith
18 Auburn Avenue
Eveleth, MN 55734

RE: St. Louis County Shoreland Lease #L03900005
Section 3, Township 61, Range 13

Dear Mr. Smith:

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

Based upon our inspection, we have no objection to your plans to build a 16' x 20' cabin, 10' x 12' storage building and a _?_ x _?_ outhouse as mapped in your request.

Our main concerns are:

1. Structures set back at least **100 feet** from the shoreline and at least **10 feet** from the sides of your lease site.

2. Maximum of three structures on lease site totaling not more than 1,500 square feet.

3. Earthtone color of structures.

YOU NOW MEET THE MAXIMUM FOR NUMBER OF STRUCTURES ALLOWED UNDER THE LEASE AGREEMENT.

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

CORDIALLY,

JOHN J. VOGEL
LAND COMMISSIONER

Denny J. Bone

BY: Denny J. Bone
Area Land Manager

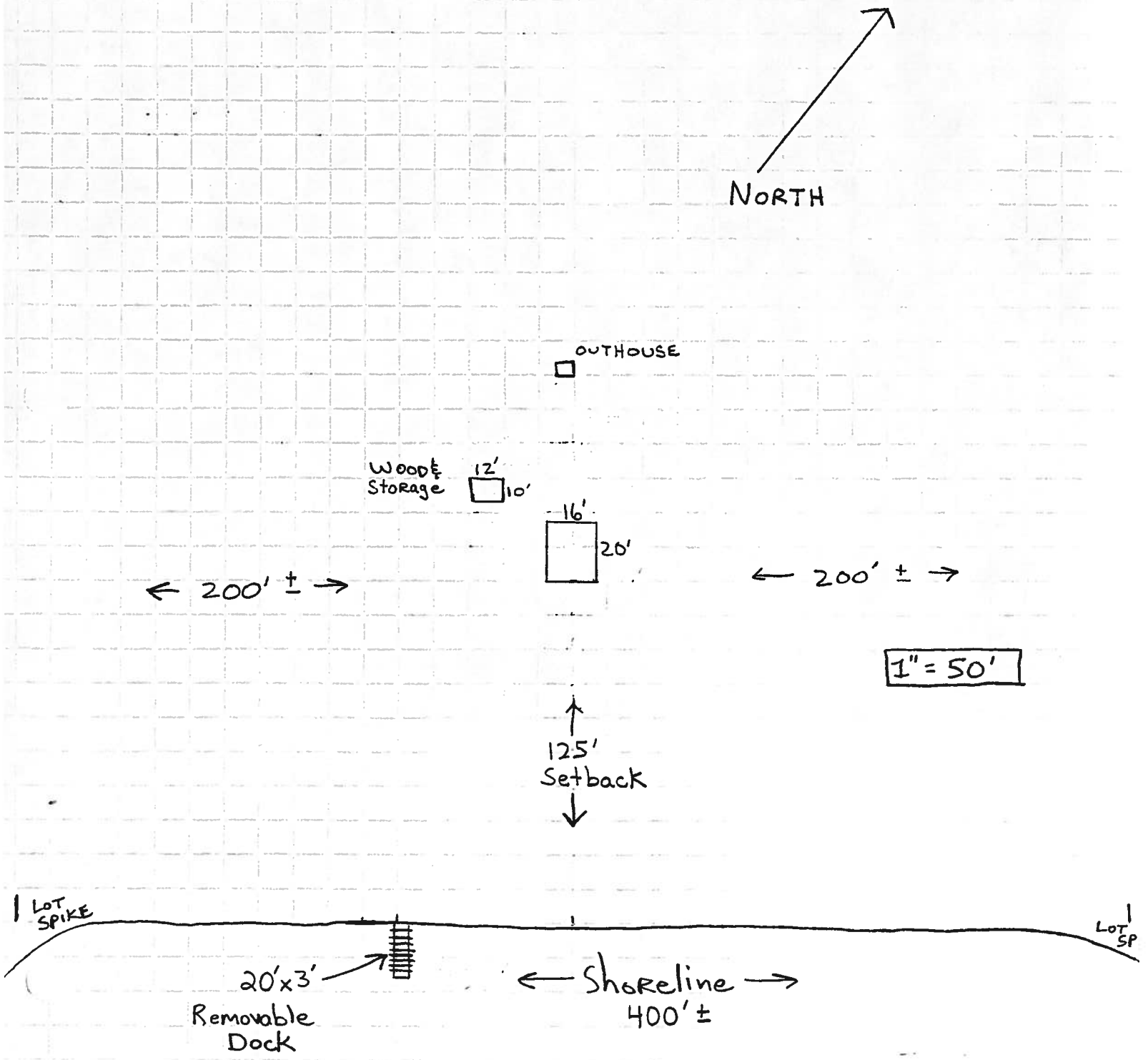
***NOTE: All approved construction which deals with water (i.e. outhouse) is conditional upon verification of permits from the County Health Department.**

Also, please supply us with the dimensions of your outhouse, as your sketch omitted them.

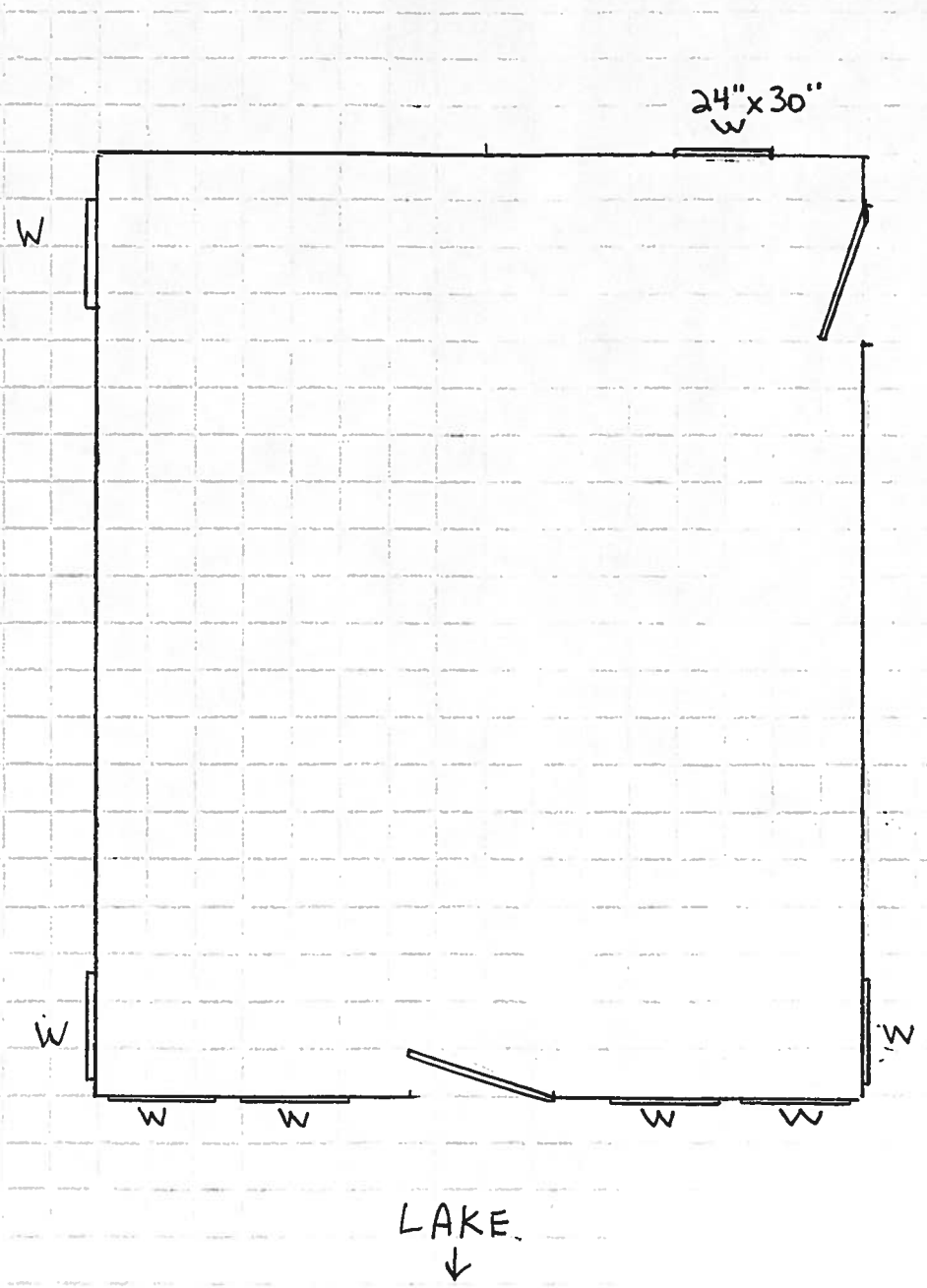
DJB:mu
cc: LCO
AO
FO
Assessor
Health (B. Holms)

Steven Smith
18 Auburn Ave
Eveleth MN
55734
218-744-5208
LO 3900005

Rear Lot Line
400' ±



Steven Smith
18 Auburn Ave
Eveleth MN 55734
LO3900005

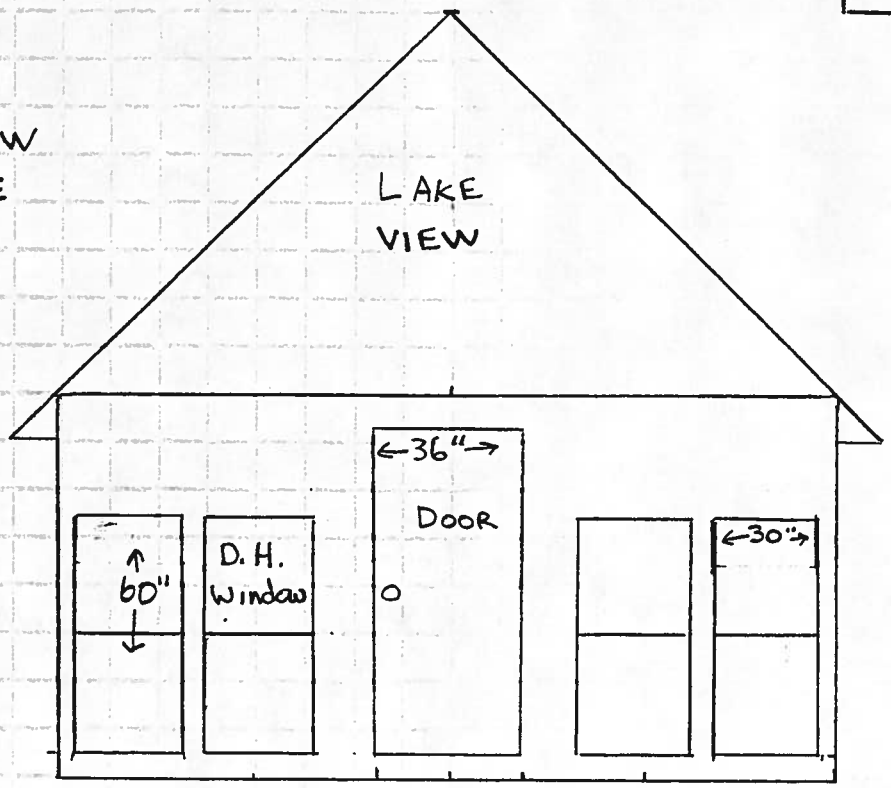


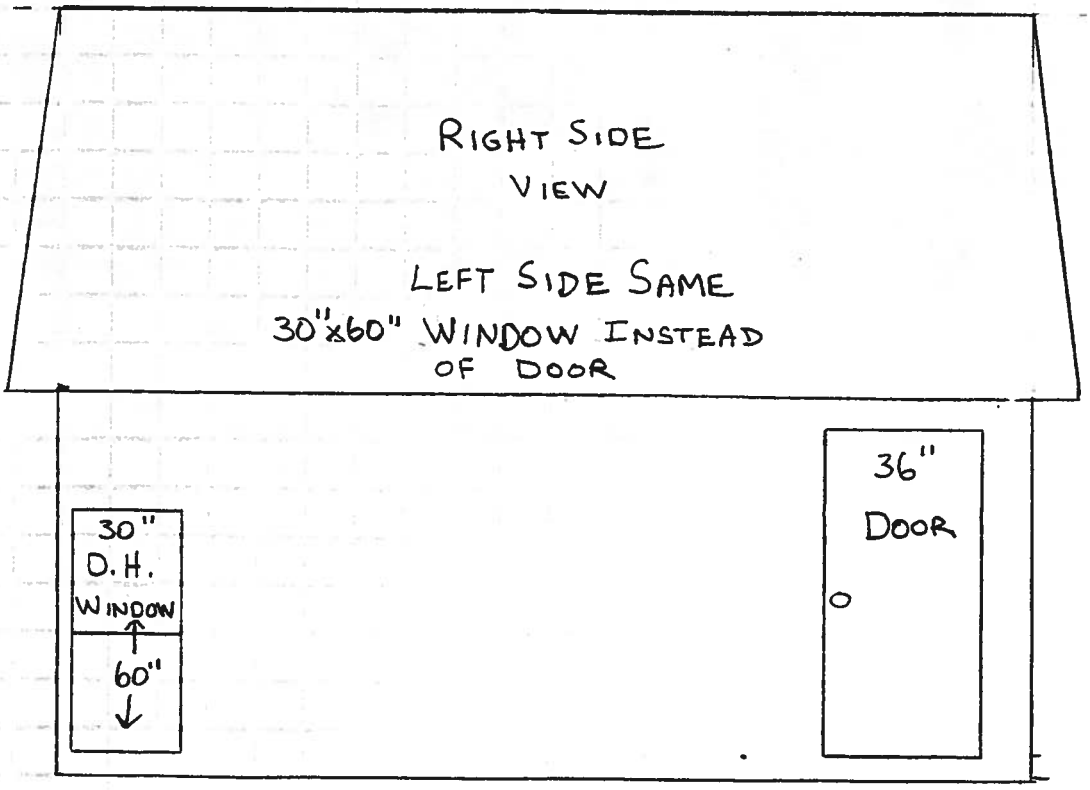
Steven Smith
18 Auburn Ave
Eveleth MN 5573
LO 3900005

FRONT VIEW
FROM LAKE

LAKE
VIEW

1" = 4'





← Lake

2700-4
(Rev/mu/2/1/91)

ST. LOUIS COUNTY LAND DEPARTMENT
DEAD TIMBER REMOVAL AUTHORIZATION

LESSEE: Steven Smith **DATE ISSUED:** 5/5/92

ADDRESS: 18 Auburn Avenue **EXPIRATION DATE:** 8/5/92

CITY: Eveleth, MN 55734

LEASE NUMBER: L03900005 **LOCATION:** Bear Island Lake

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:

Site 3, Gov't Lot 7, Section 3, Township 61N, Range 13W

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 for transporting to a location other than the above listed lease site.

3) The Lessee agrees to indemnify, save and hold harmless the County of St. Louis, its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the authorized activity provided for herein and further agrees to defend at its own sole cost and expense any action or proceedings commenced for the purpose of asserting any claims of whatsoever character arising hereunder.

This 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 for three (3) months from the date of issuance. Upon its expiration, any privileges granted upon this authorization will be null and void.

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

Denny J. Bore

AREA LAND MANAGER

RECEIVED
MAY 06 1992
LAND COMMISSIONER

cc: LCO
AO
FO

Saint Louis County

LAND DEPARTMENT • 7820 Highway 135, Virginia, Minnesota, 55792-2934,
(218) 749-7132
1(800) 450-9777
FAX (218) 741-6057

Denny J. Bone
Area Land Manager

April 6, 1992

Steven P. Smith
18 Auburn Avenue
Eveleth, MN 55734

RE: Construction Requirement for Shoreland Leases (L03900005)

Dear Mr. Smith:

A term of your lease requires you to begin construction of your cabin within two years of issuance of your lease. Prior to construction, you must obtain approval of the site and your building plans from the Land Department.

My records fail to show approval of the construction site or your cabin plans.

Since this is the beginning of a new construction season, I thought I'd remind you that you need to submit building plans for our review prior to November 30, 1992, or your lease will not be renewed. Subsequent construction would need to begin by July 1, 1993.

If you have any questions, please call (218) 749-7132.

CORDIALLY,

JOHN J. VOGEL
LAND COMMISSIONER

Denny J. Bone

BY: Denny J. Bone
Area Land Manager

DJB:mu
cc: LCO
AO
FO

RECEIVED
APR 08 1992
LAND COMMISSIONER

SEALED BID

DO NOT OPEN

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

RECEIVED
JUN 11 1990
LAND COMMISSIONER

BID FORM
1990 St. Louis County Shoreland Lease Auction

NOTE: Sealed bids will be opened June 13, 1990 (Wed.) at 2:00 p.m. St. Louis County reserves the right to reject any and all bids. You do not need to be present at the bid opening. Successful bidders will be notified by telephone.

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

I herewith submit a bid of $ Two Hundred Fifty-Three Dollars ($ 253 00/100) for a St. Louis County Shoreland lease of tract # 9 located on Bear Island Lake/Reservoir. This bid amount shall represent the annual renewal fee for at least each of the first three years of the lease.

NAME: Steven P. Smith Susan P. Smith
ADDRESS: 18 Auburn Ave
Eveleth, MN. 55734
PHONE: (218) 749-7245 (work)
744-5208 (home)
SIGNATURE: Steven P Smith (Date): 6-8-90
Susan P. Smith

Only one tract bid per bid form (photocopies of this form are acceptable). All bids must be submitted in the pre-addressed yellow envelopes provided by the Land Dept.

A $50.00 check (made payable to "St. Louis County Auditor") must accompany this bid form, in the yellow pre-addressed envelope. The check will be returned to you if you are unsuccessful in the lease auction. If successful, the $50.00 will be applied to and subtracted from the one-half of your bid amount which shall be your lease payment for the remainder of 1990. If you are the successful bidder on a lease site but decline the opportunity to enter into the lease, you will be charged $50.00 and your check will be used as payment.

St. Louis County
LAND DEPARTMENT

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

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

June 25, 1990

Steven P. Smith

RE: 1990 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, if not already listed on the lease. 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 $ 76.50 (one half of your bid amount minus $50.00). This represents your lease payment through January 31, 1991. 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 Friday, July 13, 1990. Leases not received by that time will be awarded to another bidder.

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

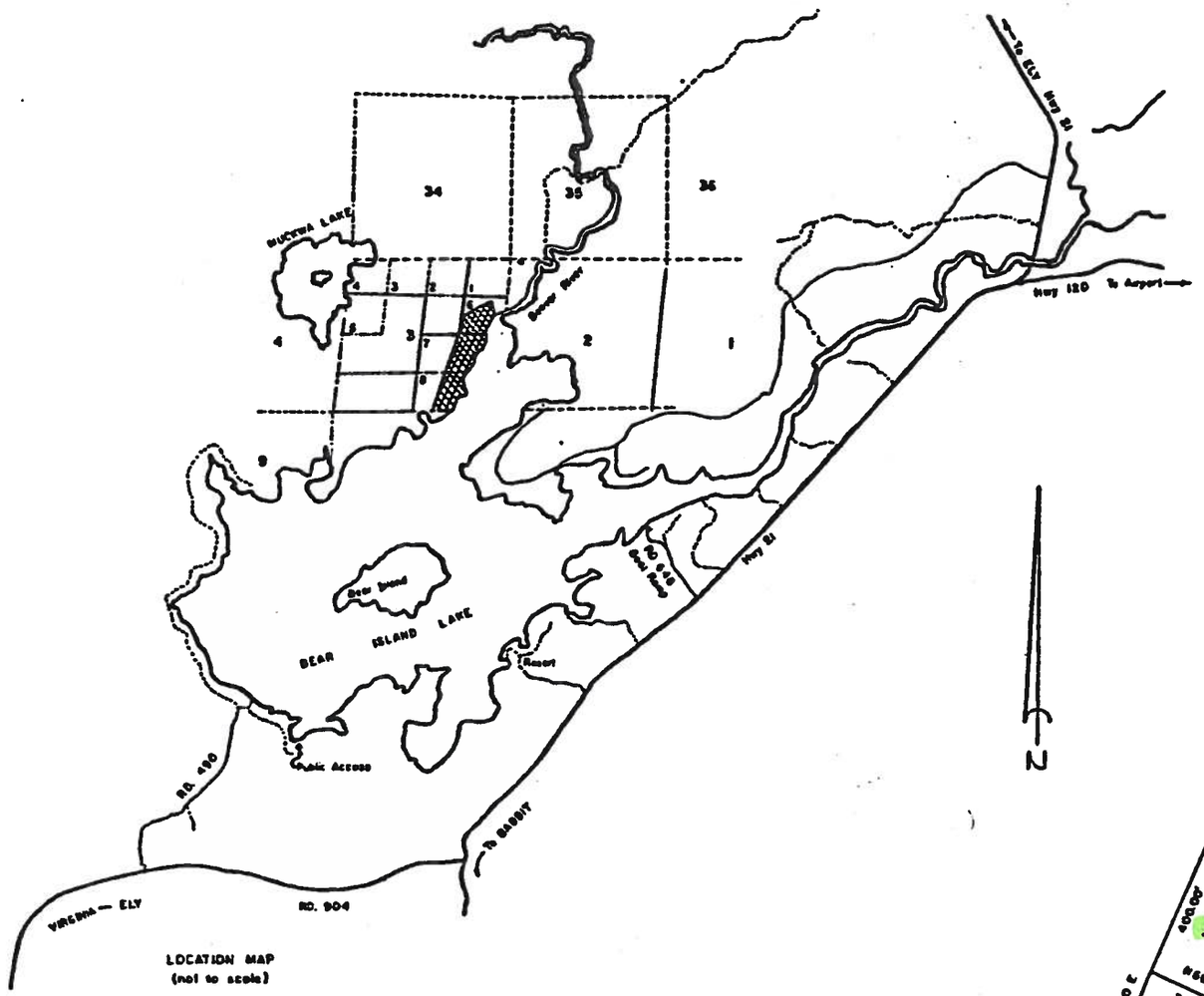
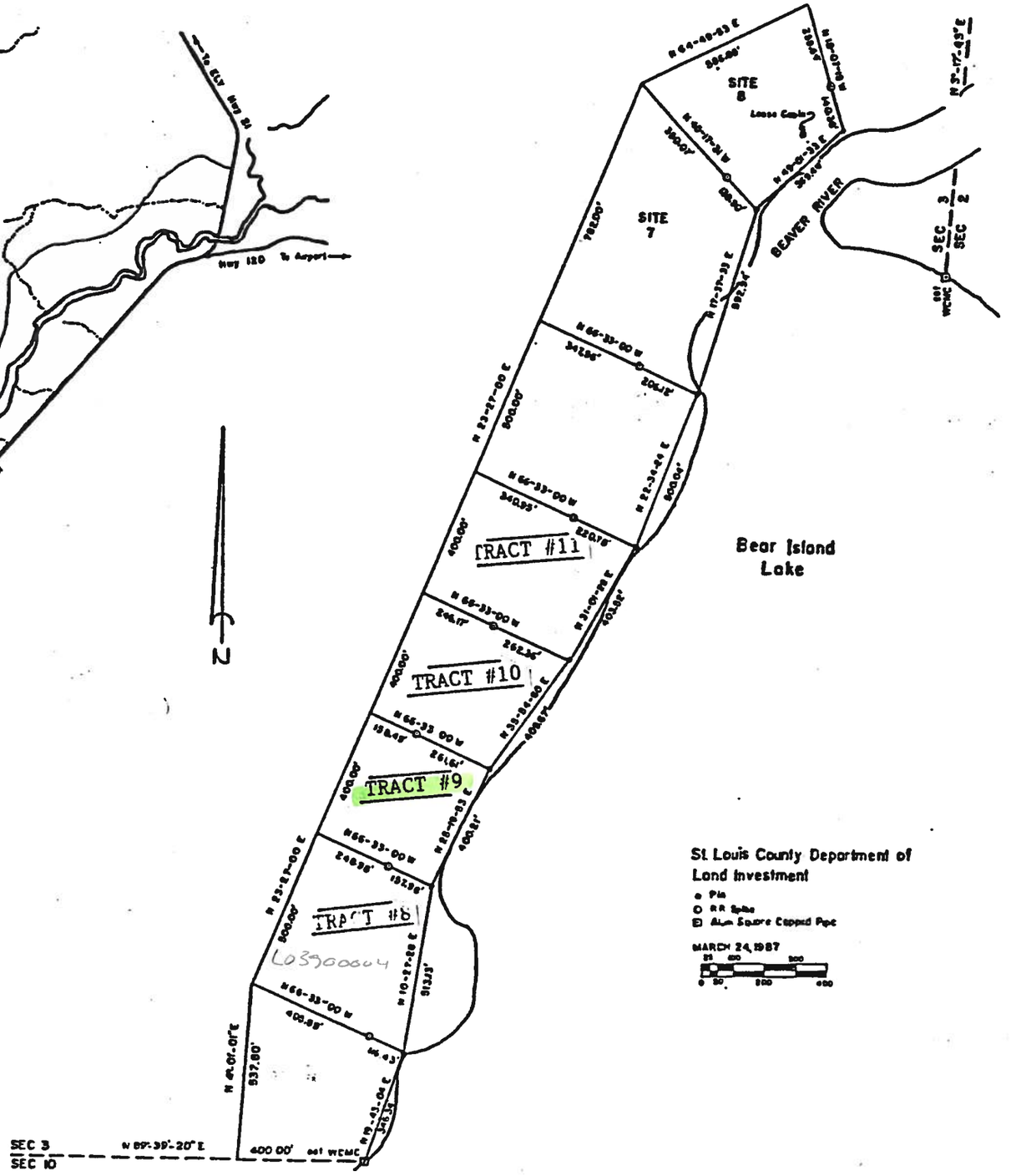
CORDIALLY,

JOHN J. VOGEL
LAND COMMISSIONER

George C. Kirk

By: George C. Kirk
Land Use Forester

GCK:pr
attachment



MAP OF ST. LOUIS COUNTY SHORELAND LEASE SITES
BEAR ISLAND LAKE
LOCATED IN GOVERNMENT LOTS 6,7,8.
SEC 3 T61N R13W