

RECREATION CABIN SITE LEASE

LESSOR: St. Louis County Land and Minerals Department
320 W 2nd Street, Room 302, Gov't. Services Center
Duluth, MN 55802-1410
Telephone: (218) 726-2606

PRIMARY LESSEE:

JOINT LESSEE:

SAMPLE

SAMPLE

Pursuant to the authority provided by Minnesota Statute Section 282.04, Subd. 1, the Lessor does hereby lease to Lessee or Lessees as joint tenants and not as tenants in common, that land lying under the existing structures or the structures described in the building plan on file with Lessor, located at cabin site designated by Lessor on State tax forfeited land within the _____ in Section ____ Township ____ Range ____.

This lease is subject at all times to land sale, timber sale, 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 by the Land and Minerals Department.

No person or corporation will be allowed to have an interest in more than one St. Louis County Recreation Cabin Site Lease.

1. TERM OF LEASE.

The term of this lease shall be from January 1, ____ through December 31, ____ and shall be automatically renewed annually unless terminated.

2. LEASE FEE.

The lease fee is established by Resolution of the St. Louis County Board and is payable 30 days after notice of amount due. A penalty will be imposed for late payment.

3. ASSIGNMENT.

A name change, transfer or assignment of a lease must be approved by the Lessor prior to the sale of personal property on the site. Transfer or assignment of a Recreation Cabin Site 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, regulations and ordinances 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 regulations.

5. TAXES/SOLID WASTE 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 remodeling of structures shall begin until Lessee has **written approval** from Lessor and has obtained all other approvals required by the Lessor. Construction of any building must be upon the site location designated by Lessor. Any building located outside of the designated site or built without prior approval shall be treated as a contract violation and may subject Lessee to other civil and criminal penalties. No construction, remodeling, saunas, or privies will be allowed without the necessary St. Louis County Department of Environmental Services permits in addition to the required written approval of Lessor.

7. STRUCTURES.

One dwelling structure (cabin) not to exceed 480 square feet with no measurement greater than 24 feet will be allowed. Current main dwelling structures of more than 480 square feet or with a measurement exceeding 24 feet, previously authorized by the Land and Minerals Department under existing provisions, will not be subject to de-construction. Main dwelling structures exceeding 480 square feet or total structural space of more than 764 square feet not previously authorized by the Land and Minerals Department will be subject to de-construction. The construction of the cabin must be initiated within two 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 Lessee 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 composed of a wood based product must be painted, varnished, stained or oiled an earth tone color periodically to keep them maintained in a neat and sound condition. Vinyl, aluminum or metal siding in an earth tone color may be used as a siding material. Asphalt shingles, rolled roofing or metal roofing that has a pre-baked enamel or similar finish in an earth tone color may be used on the roof, but not the walls; any other roofing materials must be approved by Lessor in advance. Concrete slab floors are prohibited except for approved saunas.

No more than three additional structures will be allowed, one of which may be a dwelling structure (bunkhouse) not to exceed 256 square feet, with no combination of structures exceeding 564 square feet or 764 square feet depending on the lease. The main dwelling structure and additional structures must have separate walls. Placement of adjacent structures must have a minimum separation of six feet between exterior walls. Adjacent structures will be allowed to share a common roof and common deck so long as two sides are completely open forming a breeze-way (this open space will not be counted in the total square footage). Structures 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 will be constructed of the same materials described above for cabins.

The construction of a three-cord woodshed with no solid walls and a minimum of three-inches between slats is allowed. Slats must be narrow pieces of wood no greater than six-inches in width. The woodshed is not included as structural square footage.

If the Lease site is located on a lakeshore or river, one dock per site is allowed (no more than 35 feet in length) if maintained in a safe condition.

The total area occupied by all structures on a lease site shall not exceed 564 square feet for standard size leases or 764 square feet for extended size leases. No lease shall exceed 764 square feet unless previously authorized by the Land and Minerals Department.

8. STORAGE PROHIBITED.

The storage of unlicensed or unregistered boats, trailers, snowmobiles, all-terrain vehicles (ATVs), motorcycles, canoes, motor vehicles, or other machinery on this lease site is prohibited. Lessor must authorize 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. Lessee will not be allowed to put a well (drilled, drive-point, sandpoint or dug), septic system, dumpsite, or other nonconforming development on State tax forfeited property.

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.

Before a transfer of the primary lessee is executed, all existing wells on the lease site must be closed by a person licensed to do so by the State of Minnesota and closure paperwork provided to the Land and Minerals Department.

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 traveling by foot or vehicle on State tax forfeited 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 the Lessor. Lessee shall be responsible for repairs of all damage to any roads or trails utilized pursuant to this lease. Lessee may obtain permission from Lessor to clear a four (4) foot wide trail of brush and debris for access to the lease site.

13. LEASE TERMINATION/ SITE CLEAN-UP.

This lease shall terminate on December 31 of each year or earlier upon failure to pay when due the annual lease fee, taxes, solid waste 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 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 pro rata 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 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 ensuring 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. Penalties may be imposed for violations and must be paid within the time stated in the notice or the lease may be canceled. Lessee agrees that any delay on the part of the Lessor in enforcing any of the terms of the lease, or in terminating the lease shall not operate as a waiver of any of the rights of Lessor hereunder.

17. CORRESPONDENCE.

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

VIRGINIA AREA OFFICE:

St. Louis County Land and Minerals Dept.
7820 Highway 135
Virginia, MN 55792-2934
Phone: (218) 742-9898

PIKE LAKE AREA OFFICE:

St. Louis County Land and Minerals Dept.
5713 Old Miller Trunk Highway
Duluth, MN 55811-1221
Phone: (218) 625-3700

18. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement _____ on the date and year first above written.

LESSEE _____

LESSEE _____

DATE _____

DATE _____

SAMPLE

SAMPLE

FOR ST. LOUIS COUNTY AUDITOR

BY: _____
Deputy Auditor for St. Louis County Land and Minerals Director

Date: _____

SAMPLE

IS THERE A WELL ON THIS SITE? ____ YES ____ NO

IF YES, HAS IT BEEN CLOSED? ____ YES ____ NO

IF NOT CLOSED, TYPE OF WELL (CIRCLE ONE) DRILLED, DRIVE-POINT, DUG

LCO
AO
FO