

**RECREATION CABIN SITE LEASE**

LESSOR: St. Louis County Land Commissioner  
 Room 607, Govt. Services Center  
 Duluth, MN 55802  
 Telephone: 218-726-2606

**PRIMARY LESSEE:**

Eugene Bergstrom  
 58897 Eagle Nest Road  
 Deer River MN 56636

**JOINT LESSEE:**

Steve White  
 216-16 Street  
 Proctor MN 55810

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 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 SE 1/4 of the NE 1/4 in Section 7 Township 55N, Range 15W.

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 in Exhibit A attached hereto.

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

**1. TERM OF LEASE.**

The term of this lease shall be from January 1, 2006 through December 31, 2006 and shall be renewed annually unless terminated.

**2. LEASE FEE.**

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

The *standard lease fee* (564 sq.ft.) is \$300 per year, with annual increases equal to the Consumer Price index. Your current lease fee will be increased to the \$300 level plus consumer price index over a five year period beginning in 2006. If you are paying more than the standard lease fee your current fee will be frozen for five years with annual increases thereafter equal to the consumer price index.

The *extended lease fee* (764 sq.ft.) is \$500 per year with annual increases equal to the consumer price index. Your current lease fee will be increased to the \$500 level plus consumer price index over a five year period beginning in 2006.

**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.

Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site 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.

#### 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 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 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 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 composed of a wood based product must be painted, varnished, stained or oiled a medium to dark brown or dark green color periodically to keep them maintained in a neat and sound condition. Vinyl, aluminum or metal siding in a medium to dark brown or green color may be used as a siding material. Asphalt shingles, rolled roofing or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color may be used on the roof, but not the walls; any other roofing materials must be approved by 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 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.

**The total area occupied by all structures on a lease site shall not exceed 564 square feet or 764 square feet, depending on the leasing option. No lease shall exceed 764 square feet unless previously authorized by the Land 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.

## **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, utilities, dumpsite, or other non conforming 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.

## **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-forfeit 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 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 January 31 of each year or earlier upon failure to pay when due the annual lease fee, taxes 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 A 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 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 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 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 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) 742-9898

### DULUTH AREA OFFICE:

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

Individual Lease Summary:

Lease Number: **L01850043**

Wed. Sep 24, 2008

SE 1/4 NE 1/4 S 7 T: 55 R: 15

**EUGENE BERGSTROM**  
**58897 EAGLE NEST ROAD**  
**DEER RIVER MN 56636**

**STEVE WHITE**  
**216-16 STREET**  
**PROCTOR MN 55810**  
**218-624-4743**

Area: **Virginia** Management Uni **5** Appr. Value: **1200** Renewal Cost: **396.19**

Square Feet: **616** Transferable: Transferable Reason:

Property Access: **GPS: N47°15'54.54" W092°16'55.47"**

Lease Comments: **Nicely maintained lease located on ATV trail between the Washusks Spur and the Washusks Truck Trail. Timber sale unit just west of lease site is being harvested summer of 97. Lease is in compliance. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/14/2008** Next\_Inspection: **6/1/2011**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: Site# SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Other** Details of Type: **(D) Generator Shed: On the back of the toilet (three sided.).**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Plywood** Roofing Structure Setback: **0**  
 Size (nearest .5 ft) **2 x 3** Square Feet of Building **6** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

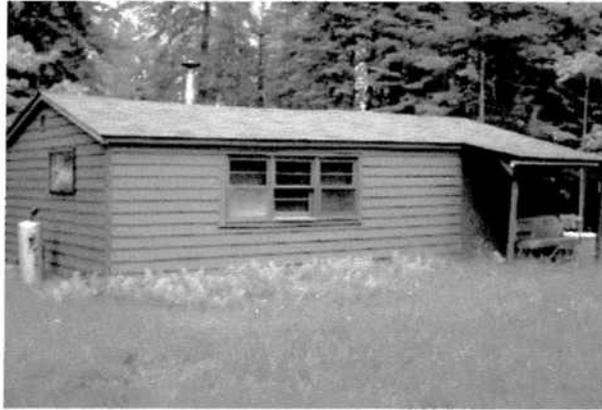
Type: **Toilet** Details of Type: **(B) Wood frame construction, horizontal siding, rolled roofing (brown), gabled roof.**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft) **4 x 4** Square Feet of Building **16** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

Type: **Sauna** Details of Type: **(C) Wood frame construction, slant roof, rail road tie foundation. Brown rolled roofing. Dark Brown paint**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft) **8 x 12** Square Feet of Building **96** Included in Total?  Bldg. Condition: **Excellent**  
 Work Needed?  Description (if needed)

Type: **Cabin** Details of Type: **(A) Wood frame construction, horizontal siding, gabled roof, green shingles, rail road tie foundation. 4 x 8 open deck attached (does not count as sq. ft.).**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft) **18 x 28** Square Feet of Building **504** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

L01850043

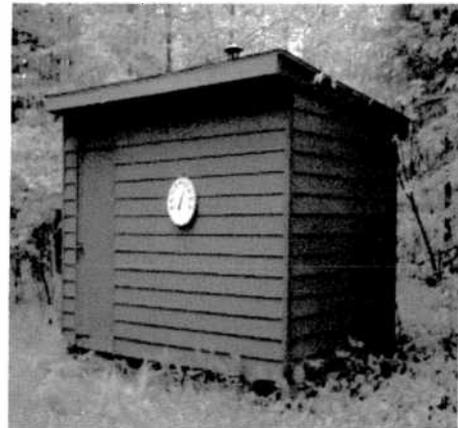
06-14-08



A - Cabin



B - Toilet



C - Sauna



D - Generator Shed

### Recreation/Shoreland Cabin Lease Inspection

Site ID: S7, T55, R15 Contract Nbr: LOI 850043- Bergstrom  
Inspector: Hoff Date: 6-14-08

Inspection type:  Interim  Final  Audit  Reinspection  Other

**General Inspection Items**

- 2 3 4 5 6 Lease I.D. tag displayed
- 2 3 4 5 6 No unauthorized gates or barriers at lease site
- 2 3 4 5 6 No public safety hazards or threats to public evident at lease site
- 2 3 4 5 6 All structures in maintainable condition
- 2 3 4 5 6 No evidence of unauthorized construction or improper structure maintenance at lease site
- 2 3 4 5 6 Structure exterior painted or stained and varnished in a medium to dark brown or green color
- 2 3 4 5 6 Roofing of structure composed of acceptable materials: asphalt shingles, rolled roofing, or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color
- 2 3 4 5 6 Siding on all structures is composed of an authorized product (wood based, vinyl, pre-baked aluminum or steel)
- 2 3 4 5 6 No structure on lease site exceeds 16 feet total height with 8 foot sidewalls
- 1 2 3 4 5 6 Trailer, if allowed on site, is in good condition and not in need of replacement
- 2 3 4 5 6 No substandard or unauthorized sanitary facilities at lease site
- 1 2 3 4 5 6 Any pre-built structures like Rubbermaid or aluminum sheds included in square footage
- 2 3 4 5 6 No more than **2 secondary structures** present and within 100 feet of primary structure unless authorized
- 2 3 4 5 6 No unauthorized tree cutting or defacing or damaging of trees at lease site
- 2 3 4 5 6 No unauthorized trails, roads, land clearing, pruning or site development visible at lease site
- 2 3 4 5 6 No unauthorized restrictive signs or posters of any kind posted on public land at lease site
- 2 3 4 5 6 No unauthorized storage of motor vehicles, boats, campers, trailers or other machinery apparent on lease site
- 1 2 3 4 5 6 All motor vehicles, boats, trailers and fish houses at lease site requiring a current license them attached
- 2 3 4 5 6 No solid waste or garbage at or around lease site
- 2 3 4 5 6 No improper storage of construction materials or supplies at lease site
- 2 3 4 5 6 No storage or disposal of hazardous materials at lease site
- 2 3 4 5 6 No improper disposal or unauthorized storage of white goods, tires or equipment at lease site
- 2 3 4 5 6 No evidence of unauthorized use or sublease of cabin site
- 2 3 4 5 6 No evidence of use of lease site as a primary or permanent residence
- 1 2 3 4 5 6 Wells, if allowed, in compliance with all regulations
- 2 3 4 5 6 Location of every previously established structure identified on map

**Shoreland Lease Specific Items**

- 1 2 3 4 5 6 No more than **3 secondary structures** present and within 100 feet of primary structure unless authorized
- 1 2 3 4 5 6 No more than **one dock** of appropriate length present on lease site
- 1 2 3 4 5 6 Water oriented structures set back at least 10 feet from the Ordinary High Water Level and limited to one structure (e.g. a boathouse)
- 1 2 3 4 5 6 No intensive vegetation clearing within the shore impact zone (one-half the distance of the building setback from the ordinary high water level)
- 1 2 3 4 5 6 All structures are at least 150 feet from shoreline on natural environment lakes, 75-100 feet from shoreline on recreation development lakes and at least 20 feet from the boundary of lease parcel on shoreland leases unless otherwise noted and authorized

Comments: *Lease is in compliance*

*New map*

Inspection codes: 1 - Satisfactory, 2 - Needs Improvement, 3 - Unacceptable, 4 - Not Applicable, 5 - Not Inspected, 6 - To be completed

Individual Lease Summary:

Lease Number: **L01850043**

Thu. Jul 07, 2005

SE 1/4 NE 1/4 S: 7 T: 55 R: 15

**EUGENE BERGSTROM**  
**58897 EAGLE NEST ROAD**  
**DEER RIVER MN 56636**

**STEVE WHITE**  
**216-16 STREET**  
**PROCTOR MN 55810**  
**218-624-4743**

Area: **Virginia** Management Unit **5** Appr. Value: **1200** Renewal Cost: **220.53**  
 Square Feet: **616** Transferable: Transferable Reason:  
 Property Access:

Lease Comments: **Nicely maintained lease located on ATV trail between the Washusks Spur and the Washusks Truck Trail. Timber sale unit just west of lease site is being harvested summer of 97. Lessee has plans to roof the structures, they are not done yet. Lease is in compliance. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/22/2005** Next\_Inspection: **6/1/2008**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Storage Shed** Details of Type: **(D) Generator Shed: On the back of the toilet (three sided.).**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Plywood** Roofing Structure Setback: **0**  
 Size (nearest .5 ft): **2 x 3** Square Feet of Building: **6** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

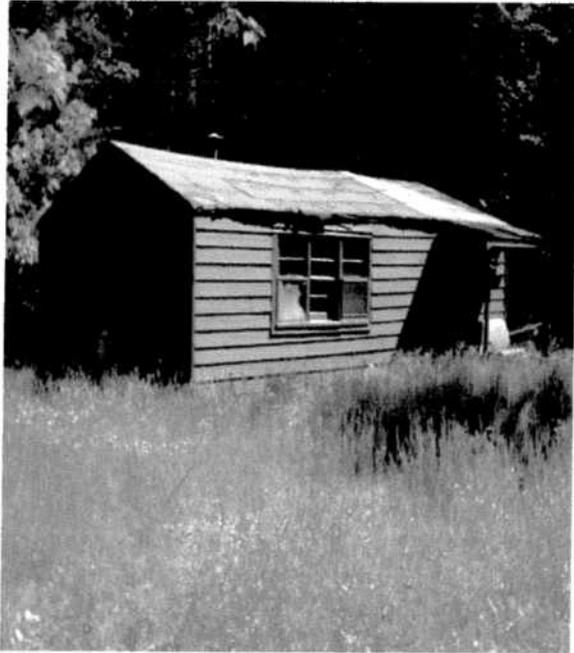
Type: **Toilet** Details of Type: **(B) Wood frame construction, horizontal siding, rolled roofing (gray), gabled roof.**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **4 x 4** Square Feet of Building: **16** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Type: **Sauna** Details of Type: **(C) Wood frame construction, slant roof, rail road tie foundation.**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **8 x 12** Square Feet of Building: **96** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Type: **Cabin** Details of Type: **(A) Wood frame construction, horizontal siding, gabled roof, rolled roofing, rail road tie foundation. 4 x 8 open deck attached (does not count as sq. ft.).**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **18 x 28** Square Feet of Building: **504** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

**L01850043**

**6-22-05**



**A - Cabin**



**B - Toilet**



**C - Sauna**



**D - Generator Shed**

# Recreation/Shoreland Cabin Lease Inspection

Site ID: LD1850043 Contract Nbr: Bergstrom  
Inspector: HOFF Date: 6-22-05

Inspection type:  Interim  Final  Audit  Reinspection  Other

### General Inspection Items

- 0 2 3 4 5 6 Lease I.D. tag displayed
- 0 2 3 4 5 6 No unauthorized gates or barriers at lease site
- 0 2 3 4 5 6 No public safety hazards or threats to public evident at lease site
- 0 2 3 4 5 6 All structures in maintainable condition
- 0 2 3 4 5 6 No evidence of unauthorized construction or improper structure maintenance at lease site
- 0 2 3 4 5 6 Structure exterior painted or stained and varnished in a medium to dark brown or green color
- 0 2 3 4 5 6 Roofing of structure composed of acceptable materials: asphalt shingles, rolled roofing, or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color
- 1 2 3 4 5 6 Siding on all structures is composed of an authorized product (wood based, vinyl, pre-baked aluminum or steel)
- 1 2 3 4 5 6 No structure on lease site exceeds 16 feet total height with 8 foot sidewalls
- 1 2 3 4 5 6 Trailer, if allowed on site, is in good condition and not in need of replacement
- 4 2 3 4 5 6 No substandard or unauthorized sanitary facilities at lease site
- 0 2 3 4 5 6 Any pre-built structures like Rubbermaid or aluminum sheds included in square footage
- 0 2 3 4 5 6 No more than **2 secondary structures** present and within 100 feet of primary structure unless authorized
- 0 2 3 4 5 6 No unauthorized tree cutting or defacing or damaging of trees at lease site
- 0 2 3 4 5 6 No unauthorized trails, roads, land clearing, pruning or site development visible at lease site
- 0 2 3 4 5 6 No unauthorized restrictive signs or posters of any kind posted on public land at lease site
- 0 2 3 4 5 6 No unauthorized storage of motor vehicles, boats, campers, trailers or other machinery apparent on lease site
- 1 2 3 4 5 6 All motor vehicles, boats, trailers and fish houses at lease site requiring a current license them attached
- 0 2 3 4 5 6 No solid waste or garbage at or around lease site
- 0 2 3 4 5 6 No improper storage of construction materials or supplies at lease site
- 0 2 3 4 5 6 No storage or disposal of hazardous materials at lease site
- 0 2 3 4 5 6 No improper disposal or unauthorized storage of white goods, tires or equipment at lease site
- 0 2 3 4 5 6 No evidence of unauthorized use or sublease of cabin site
- 0 2 3 4 5 6 No evidence of use of lease site as a primary or permanent residence
- 1 2 3 4 5 6 Wells, if allowed, in compliance with all regulations
- 0 2 3 4 5 6 Location of every previously established structure identified on map

### Shoreland Lease Specific Items

- 1 2 3 4 5 6 No more than **3 secondary structures** present and within 100 feet of primary structure unless authorized
- 1 2 3 4 5 6 No more than one dock of appropriate length present on lease site
- 1 2 3 4 5 6 Water oriented structures set back at least 10 feet from the Ordinary High Water Level and limited to one structure (e.g. a boathouse)
- 1 2 3 4 5 6 No intensive vegetation clearing within the shore impact zone (one-half the distance of the building setback from the ordinary high water level)
- 1 2 3 4 5 6 All structures are at least 150 feet from shoreline on natural environment lakes, 75-100 feet from shoreline on recreation development lakes and at least 20 feet from the boundary of lease parcel on shoreland leases unless otherwise noted and authorized

Comments: Lease in compliance pics 1-4 need new map

Inspection codes: 1 = Satisfactory, 2 = Needs Improvement, 3 = Unacceptable,  
4 = Not Applicable, 5 = Not Inspected, 6 = To be completed

Individual Lease Summary:

Lease Number: **L01850043**

Fri. Dec 20, 2002

SE 1/4 NE 1/4 S: 7 T: 55 R: 15

**EUGENE BERGSTROM**  
**17221 WINNIE DAM ROAD NE**  
**DEER RIVER MN 56636**

**STEVE WHITE**  
**216-16 STREET**  
**PROCTOR MN 55810**  
**218-624-4743**

Area: **VIRGINIA 622** Management Uni: **5** Appr. Value: **1200** Renewal Cost: **205.19**  
 Square Feet: ~~646~~ Transferable:  Transferable Reason:

Property Access:

Lease Comments: **Nicely maintained lease located on ATV trail between the Washusks Spur and the Washusks Truck Trail. Timber sale unit just west of lease site is being harvested summer of 97. Inspected by D. McCourtney.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **7/1/2002** Next\_Inspection: **6/1/2005**

**Shoreland Lease Information:**

LAKE\_RIVER: **LAKE** Site#  
 SITE\_VALUE: **100000** SITE\_ACRES: **1.00** SITE\_FEET:  
 LKCLS\_CODE: **100000** DATE\_UPDT:

Type: **Storage Shed** Details of Type: **(D) Generator Shed: On back of toilet, 3 sides, gray.**  
 Paint/Color **Gray**  
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **2 x 3** Square Feet of Building: **6** Included in Total?  Bldg. Condition: **Good**  
 Work Needed  Description (if needed): **Paint dark brown or green.**

Type: **Toilet** Details of Type: **(B) Wood frame construction, horizontal siding, rolled roofing (gray), gabled roof.**  
 Paint/Color **Gray**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **4 x 4** Square Feet of Building: **16** Included in Total?  Bldg. Condition: **Good**  
 Work Needed  Description (if needed): **Paint dark brown or green.**

Type: **Sauna** Details of Type: **(C) Wood frame construction, slant roof, painted gray, rail road tie foundation.**  
 Paint/Color **Gray**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **8 x 12** Square Feet of Building: **96** Included in Total?  Bldg. Condition: **Good**  
 Work Needed  Description (if needed): **Paint dark brown or green.**

Type: **Cabin** Details of Type: **(A) Wood frame construction, horizontal siding, painted gray, gabled roof, rolled roofing, rail road tie foundation. 4 x 8 open deck attached (does not count as sq. ft.).**  
 Paint/Color **Gray**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **18 x 28** Square Feet of Building: **504** Included in Total?  Bldg. Condition: **Good**  
 Work Needed  Description (if needed): **Paint dark brown or green.**

Individual Lease Summary:

Lease Number: **L01850043**

Mon. Nov 20, 2000

SE 1/4 NE 1/4 S: 7 T: 55 R: 15

**EUGENE BERGSTROM**  
**17221 WINNIE DAM ROAD NE**  
**DEER RIVER MN 56636**

**STEVE WHITE**  
**216-16 STREET**  
**PROCTOR MN 55810**  
**218-624-4743**

Area: **VIRGINIA** <sup>648</sup> Management Unit: **5** Appr. Value: **1200** Renewal Cost: **193.98**  
 Square Feet: ~~616~~ Transferable: Transferable Reason: **1**  
 Property Access:

Lease Comments: **Nicely maintained lease located on ATV trail between the Washusks Spur and the Washusks Truck Trail. Timber sale unit just west of lease site is being harvested summer of 97. Inspected by Muhich.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/24/1999** Next\_Inspection: **6/1/2002**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Toilet** Details of Type:  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 4** Square Feet of Building: **16** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

Type: **Sauna** Details of Type:  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **8 X 12** Square Feet of Building: **96** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

Type: **Deck/Porch** Details of Type:  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding Square Feet of Building: **32** Included in Total?  Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 8** Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

Type: **Cabin** Details of Type:  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **18 X 28** Square Feet of Building: **504** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

SECTION 8, TOWNSHIP 55, RANGE 15, PARCELS NW \*\*NOTE CHANGE

LEASE NUMBER L01850043 TERM ANNUAL

ON SITE INSPECTION DATE 4-19-93

I.D. DISPLAYED? YES X NO \_\_\_\_\_

INSPECTOR LARSON AREA DULUTH

LESSEE EUGENE BERGSTROM

LAKE \_\_\_\_\_ RIVER \_\_\_\_\_

HCR 3, BOX 746

STRUCTURE SETBACK \_\_\_\_\_

DEER RIVER MN 56636

MANAGEMENT UNIT \_\_\_\_\_

ACCESS: SUMMER, WASHUSKS SPUR

LEASE TRANSFERABILITY:

Transferable X \_\_\_\_\_

Non-transferable \_\_\_\_\_

Why?

WELL NO \_\_\_\_\_ TYPE \_\_\_\_\_

SEPTIC NO \_\_\_\_\_ TYPE \_\_\_\_\_

COMM. ELECTRIC NO \_\_\_\_\_ TELEPHONE NO \_\_\_\_\_

BUILDINGS: Code Letter(s)	A	B	C	D	E
TYPE	CABIN	SAUNA	DECK	TOILET	
SIZE	18x28	8x12	4x8	4x4	
SQ. FT.	504	96		16	
VALUE	3000	800		75	
TYPE OF CONSTRUCTION					
MATERIAL/SIDING	wood	wood	wood	wood	
MATERIAL/ROOFING					
PAINTED/COLOR	brown	brown	brown	brown	
CONDITION/APPEARANCE					
WORK NEEDED					

TOTAL SQ. FT. 616 TOTAL VALUE \$3875 ASSESSOR'S VALUE \$ \_\_\_\_\_

RECOMMENDED LEASE FEE \$ \_\_\_\_\_ CALCULATION \_\_\_\_\_

ST. LOUIS COUNTY LAND DEPARTMENT  
LEASE INVENTORY & APPRAISAL RECORD

CODE:

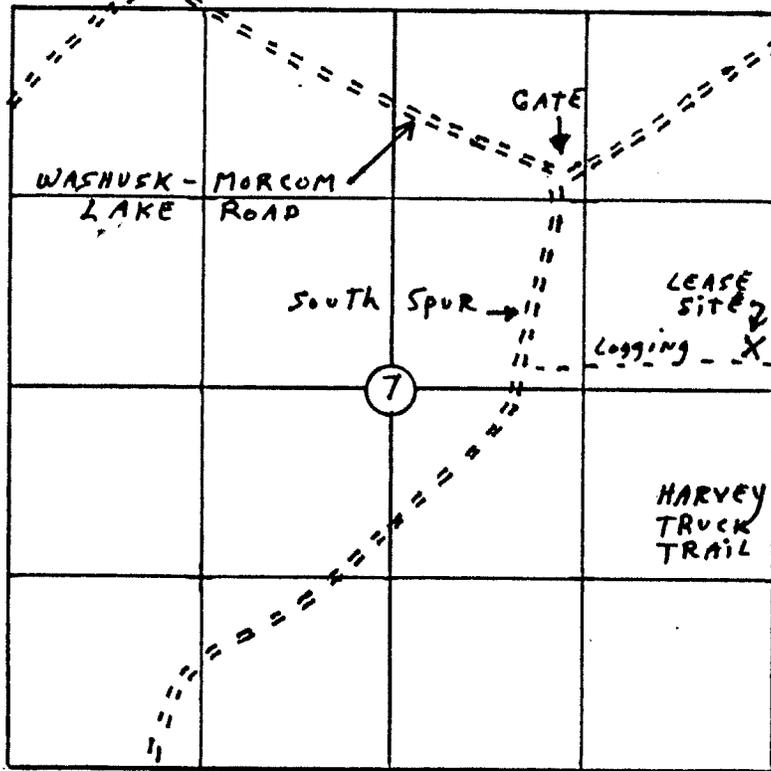
LEASE NUMBER:                     

L01850043

TERM: renew annually

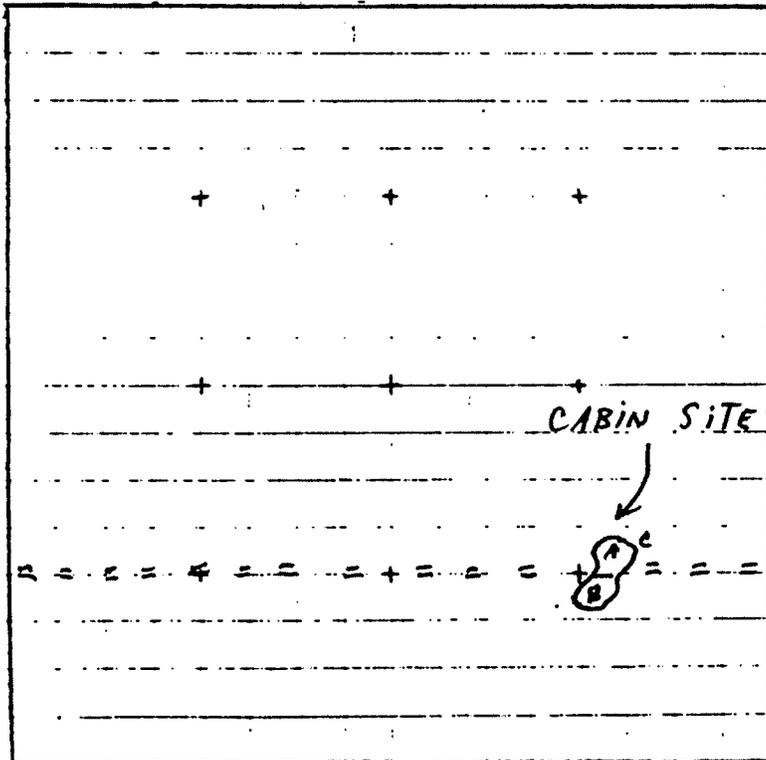


SECTION 7 TWP 55 RGE 15



SCALE: 4" = 1 MILE

MAP INSERT: BUILDING LOCATION WITHIN "40".  
SCALE: .1" = 33', (or 330')



AREA: Duluth	DATE: 12-1-80
LD INSPECTOR: Mills	
LEASE IDENT. TAG DISPLAYED: yes	
LESSEE: Eugene Bergstrom	
5439 Munger Shaw Road	
Saginaw, MN 55779	
LAKE: --	
RIVER: --	
MGMT. UNIT: Island Lake Mem. Forest	
COM. ELEC: --	
TELEPHONE: --	
ACCESS: 4x4 from Harvey Truck Trail south spur SUMMER	
OTHER COMMENTS: Fee should be \$100. transferable. Junk--stove on front porch, old appliances and debris behind sauna. (See Over)	

LEASE TYPE CLASSIFICATION				
CURRENT CLASS:		01		
PROPER CLASS:		01		
BLDG	TYPE	SIZE	SQ. FT	VALUE
A	Cabin	18x28	504	\$ 6000
B	Sauna	8x12	96	1000
C	Outhouse	4x4	16	100
D				
E				
TOTALS			= 616	7100
ASSESSORS \$ VALUE =				

COPIES: LOO, AO, FO, ASSESSOR

ST. LOUIS COUNTY  
LAND DEPARTMENT  
SPECIAL USE INSPECTION REPORT

Type of Use Hunting Lease Number L01850043

Legal Description	Parcel SE NE	Section 7	Township 55	Range 12
	Name Eugene Bergstrom		Address 5439 Munger Shaw Rd, Saginaw, MN 55779	

Inspector Mills Inspection Date 12-1-86

Type of Inspection X Initial            Follow-Up           

Site Inspection Criteria	Satisfactory	Not Satisfactory	Comments
<u>Site</u>			
Location	X		
Appearance	X		
Proper Use	X		
Identification	X		
<u>Improvements</u>			
Cabin-Size		X	18 x 28
Out-Building Size	X		4 x 4
Location	X		
Appearance		X	Needs siding on all three structures
Other		X	8x12 sauna
<u>Sanitation</u>			
Garbage Disposal		X	Old stove, refrigerator, bedsprings, etc.
Toilets			
<u>Compliance</u>		X	
<u>With Regulations</u>			
<u>Other</u>			

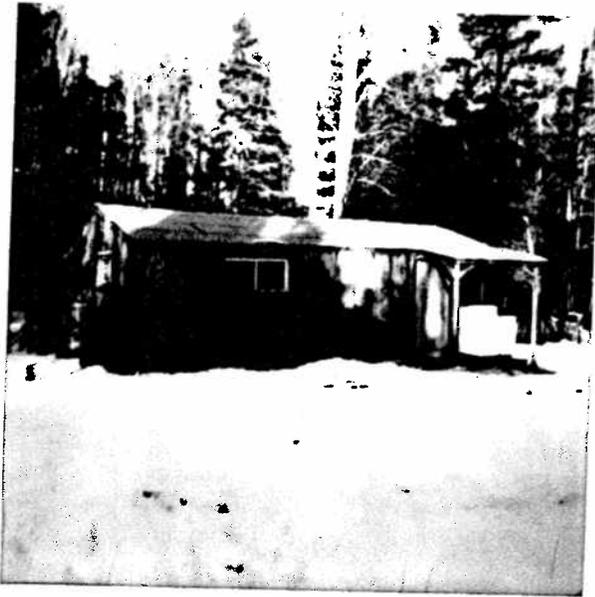
Date of Notification of Non-Compliance 1-9-87 Date Corrected



EUGENE BERGSTRÖM 12/1/86  
L 01850043 7-55-15  
TOILET 4'x4'



EUGENE BERGSTRÖM 12/1/86  
L 01850043 7-55-15  
DEBRIS - old REFRIG.  
BED SPRINGS, etc....



EUGENE BERGSTRÖM 12/1/86  
L 01850043 7-55-15  
CABIN 18'x28'



EUGENE BERGSTRÖM 12/1/86  
L 01850043 7-55-15  
SAUNA 8'x12'

**RECREATION CABIN SITE LEASE****LESSOR:**

St. Louis County Land Commissioner  
 Room 607, Govt. Services Center  
 Duluth, MN 55802  
 Telephone: 218-726-2606

**PRIMARY LESSEE:**

Lynne Wiita

3581 Munger Shaw Road

Cloquet, MN 55720 (218) 628-3495

**JOINT LESSEE:**

Karen A. Brickley

3939 Jeffrey Road

Duluth, MN 55810 (218) 729-6918

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 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

SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  in Section 8 Township 55 Range 15

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 in Exhibit A attached hereto.

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

**1. TERM OF LEASE.**

The term of this lease shall be from January 1, 2006 through December 31, 2006 and shall be renewed annually unless terminated.

**2. LEASE FEE.**

The lease fee is established by Resolution of the St. Louis County Board and is payable in 30 days after notice of amount due. A penalty will be imposed for late payment. The *standard lease fee* (564 sq.ft.) is \$300 per year, with annual increases equal to the Consumer Price index.

Your current lease fee will be increased to the \$300 level plus consumer price index over a five year period beginning in 2006. If you are paying more than the standard lease fee your current fee will be frozen for five years with annual increases thereafter equal to the consumer price index.

The *extended lease fee* (764 sq.ft.) is \$500 per year with annual increases equal to the consumer price index. Your current lease fee will be increased to the \$500 level plus consumer price index over a five year period beginning in 2006

**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.**

Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site 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.

#### **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 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 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 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 composed of a wood based product must be painted, varnished, stained or oiled a medium to dark brown or dark green color periodically to keep them maintained in a neat and sound condition. Vinyl, aluminum or metal siding in a medium to dark brown or green color may be used as a siding material. Asphalt shingles, rolled roofing or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color may be used on the roof, but not the walls; any other roofing materials must be approved by 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 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.

**The total area occupied by all structures on a lease site shall not exceed 564 square feet or 764 square feet, depending on the leasing option. No lease shall exceed 764 square feet unless previously authorized by the Land 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.

#### **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, utilities, dumpsite, or other non conforming 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.

#### **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-forfeit 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 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 January 31 of each year or earlier upon failure to pay when due the annual lease fee, taxes 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 A 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 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 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 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 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) 742-9898

Duluth Area Office:

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

EXHIBIT A: RECREATION CABIN SITE  
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, and additional penalty will be imposed in the next notice. **Penalties set forth below are cumulative.**

Violation	1 <sup>st</sup> Notice	2 <sup>nd</sup> Notice	3 <sup>rd</sup> Notice	Final Notice
Unverified nuisance complaint	Warning			
Defacing/damaging trees or other vegetation	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Misrepresentation of the lease	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Lease I.D. tag not displayed	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Improper storage of construction materials or supplies	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Improper structure maintenance	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Unauthorized signs or posters	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Substandard or unauthorized sanitary facilities	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Improper disposal of solid waste (less than 30 gallons)	Warning	\$50.00*	\$75.00	\$200.00 or cancellation**
Late annual fee payment	\$25.00			\$200.00 or cancellation**
Improper disposal of solid waste (30 to 100 gallons)	\$50.00	\$75.00		\$200.00 or cancellation**
Unauthorized storage of a camper or trailer	\$50.00	\$75.00		\$200.00 or cancellation**
Unauthorized storage of motor vehicles, unlicensed or unregistered boats, trailers, or other machinery	\$50.00	\$75.00		\$200.00 or cancellation**
Repeated misrepresentation of the lease	\$100.00	\$150.00		\$200.00 or cancellation**
Verified nuisance complaint	\$100.00	\$150.00		\$200.00 or cancellation**
Improper disposal or unauthorized storage of white goods, tires or equipment	\$100.00	\$150.00		\$200.00 or cancellation**
Unauthorized trails, roads, land clearing, pruning, site development	\$100.00	\$150.00		\$200.00 or cancellation**

**Individual Lease Summary:**

**Lease Number: L01850064**

Wed. Sep 24, 2008

SE 1/4 NW 1/4 S 8 T: 55 R: 15

**LYNNE WIITA**  
**3581 MUNGER SHAW ROAD**  
**CLOQUET MN 55720**  
**218-628-3495**

**KAREN A. BRICKLEY**  
**3939 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**218-729-6918**

Area: **Virginia** Management Uni **5** Appr. Value: **700** Renewal Cost: **260.97**  
 Square Feet: **535** Transferable: Transferable Reason:  
 Property Access: **You can drive to this lease site on the Bigfoot sale road east of Washusks Truck Trail.**  
 Lease Comments: **Cabin has a picnic area with fireplace and benches. Lease is in compliance. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/19/2008** Next\_Inspection: **6/1/2011**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **(D) Wood frame construction, made with 2"x6" as corner posts with 1"x4" brown painted boards with gaps as siding. There is no back wall and roof is covered with corrugated metal. Attached is an open frame structure.**  
 Paint/Color **Lt. Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft) **9.5x7** Square Feet of Building **66.5** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed) **Needs to be painted.**

Type: **Storage Shed** Details of Type: **(C) Wood frame construction, sided with light brown 1"x6" masonite lap siding. Slant roof is covered with gray asphalt rolled roofing. Has a satellite antenna on top.**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft) **4x4** Square Feet of Building **16** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

Type: **Cabin** Details of Type: **(A) Wood frame construction, 18x24 & 10x10.5, sided with dark brown masonite lap siding and has a flat roof covered with dark brown corrugated metal roofing. Cabin is set on railroad ties and has a metal chimney and a light on the roof. Cabin has 4x16 & 10x12 open decks.**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft) **see map** Square Feet of Building **499** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

Type: **Toilet** Details of Type: **(B) Wood frame construction, sided with light brown masonite lap siding and has a slant roof covered with green corrugated fiberglass.**  
 Paint/Color **Dark Brown**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Fiberglass** Structure Setback: **0**  
 Size (nearest .5 ft) **4x5** Square Feet of Building **20** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)



L01850064

06-19-08



A - Cabin (Front View)



A - Cabin (Rear View)



B/C/D/E - Toilet & Sheds  
Left to Right

**Individual Lease Summary:**

**Lease Number: L01850064**

Wed. Jul 06, 2005

SE 1/4 NW 1/4 S: 8 T: 55 R: 15

**GERALD L BRICKLEY**  
**3939 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**729-6918**

**KAREN A. BRICKLEY**  
**3939 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**218-729-6918**

Area: **Virginia** <sup>543</sup> Management Unit **5** Appr. Value: **700** Renewal Cost: **190.46**  
 Square Feet: ~~396~~ Transferable: Transferable Reason:

Property Access: **You can drive to this lease site on the Bigfoot sale road east of Washusks Truck Trail.**

Lease Comments: **Cabin has a picnic area with fireplace and benches. Lease is at maximum square footage without counting the wood shed and storage shed. The Wood Shed needs painting. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/16/2005** Next\_Inspection: **6/1/2008**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **(D) Wood frame construction, made with 2"x6" as corner posts with 1"x4" brown painted boards with gaps as siding. There is no back wall and roof is covered with corrugated metal.**  
 Paint/Color: **Lt. Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft): **9.5x7** Square Feet of Building: **66.5** *Included in Total?*  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed): **Needs to be painted.**

Type: **Storage Shed** Details of Type: **(C) Wood frame construction, sided with light brown 1"x6" masonite lap siding. Slant roof is covered with gray asphalt rolled roofing. Has a satellite antenna on top.**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **4x4** Square Feet of Building: **16** *Included in Total?*  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Type: **Cabin** Details of Type: **(A) Wood frame construction, 18x24 & 10x10.5, sided with dark brown masonite lap siding and has a flat roof covered with dark brown corrugated metal roofing. Cabin is set on railroad ties and has a metal chimney and a light on the roof. Cabin has 4x16 & 10x12 open decks.**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft): **see map** Square Feet of Building: **507** *Included in Total?*  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Type: **Toilet** Details of Type: **(B) Wood frame construction, sided with light brown masonite lap siding and has a slant roof covered with green corrugated fiberglass.**  
 Paint/Color: **Dark Brown**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Fiberglass** Structure Setback: **0**  
 Size (nearest .5 ft): **4x5** Square Feet of Building: **20** *Included in Total?*  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Individual Lease Summary:

Lease Number: **L01850064**

Wed. Jul 06, 2005

Type: **Storage Shed**

Details of Type: (E) WFC, 2"x4" logs and 4"x4" as corner posts with misc. logs as roof stringers.

Paint/Color:

Construction Type **Frame**

Siding **None**

Roofing **Other Compliant**

Structure Setback: **0**

Size (nearest .5 ft): **6.5x12**

Square Feet of Building:

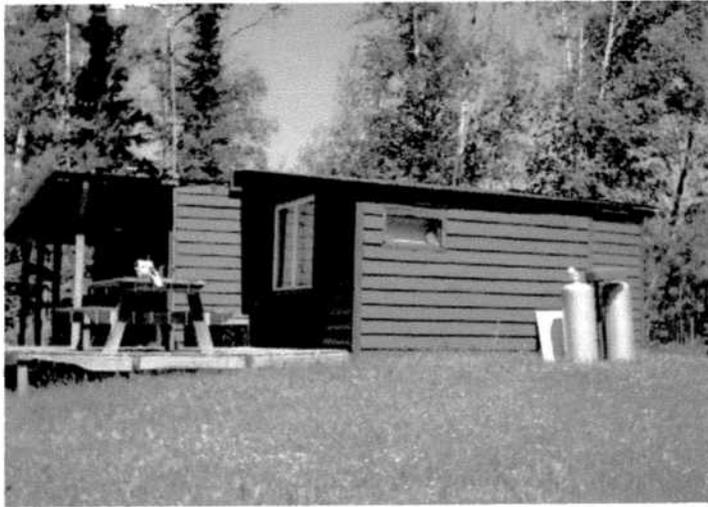
**78** *Included in Total?*

Bldg. Condition: **Poor**

Work Needed?  Description (if needed):

# L01850064

## 6-16-05



A - Cabin



B - Toilet

C - Storage Shed

D - Wood Shed

E - Storage Shed

**Individual Lease Summary:**

**Lease Number: L01850064**

Mon. Nov 25, 2002

SE 1/4 NW 1/4 S: 8 T: 55 R: 15

**GERALD L BRICKLEY**  
**3951 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**729-6918**

**KAREN A. BRICKLEY**  
**3951 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**218-729-6918**

Area: **VIRGINIA** Management Uni: **5** Appr. Value: **700** Renewal Cost: **177.21**

Square Feet: **543 -390** Transferable:  Transferable Reason:

Property Access: **You can drive to this lease site on the Bigfoot sale road east of Washusks Truck Trail.**

Lease Comments: **Cabin has a picnic area with fireplace and benches. Lease is at maximum square footage without counting the wood shed and storage shed with plastic tarp as roof. Inspected by C. Lintula.**

Well Type: Septic Type: Commercial Elec.  Telephone

Recommended\_Fee: Fee Calc Method:

Any non-compliance issues?  Last\_Inspection: **7/1/2002** Next\_Inspection: **6/1/2005**

**Shoreland Lease Information:**

	Site#	
LAKE_RIVER:	SITE_ACRES:	SITE_FEET:
SITE_VALUE:	LKCLS_CODE:	DATE_UPDT:

Type: **Wood Shed** Details of Type: **(D) Wood frame construction, made with 2"x6" as corner posts with 1"x4" brown painted boards with gaps as siding. There is no back wall and roof is covered with corrugated metal.**

Paint/Color **Lt. Brown**

Construction Type <b>Frame</b>	Siding <b>Solid Wood</b>	Roofing <b>Metal</b>	Structure Setback: <b>0</b>
Size (nearest .5 ft): <b>9.5x7</b>	Square Feet of Building: <b>66.5</b>	<i>Included in Total?</i> <input type="checkbox"/>	Bldg. Condition: <b>Fair</b>

Work Needed  Description (if needed):

Type: **Storage Shed** Details of Type: **(C) Wood frame construction, sided with light brown 1"x6" masonite lap siding. Slant roof is covered with gray asphalt rolled roofing.**

Paint/Color **Lt. Brown**

Construction Type <b>Frame</b>	Siding <b>Other Compliant</b>	Roofing <b>Asphalt-Rolled</b>	Structure Setback: <b>0</b>
Size (nearest .5 ft): <b>4x4</b>	Square Feet of Building: <b>16</b>	<i>Included in Total?</i> <input checked="" type="checkbox"/>	Bldg. Condition: <b>Fair</b>

Work Needed  Description (if needed):

Type: **Cabin** Details of Type: **(A) Wood frame construction, 18x24 & 10x10.5, sided with light brown masonite lap siding and has a flat roof covered with asphalt rolled roofing. Cabin is set on railroad ties and has a metal chimney and a light on the roof. Cabin has 4x16 & 10x12 open decks.**

Paint/Color **Lt. Brown**

Construction Type <b>Frame</b>	Siding <b>Other Compliant</b>	Roofing <b>Asphalt-Rolled</b>	Structure Setback: <b>0</b>
Size (nearest .5 ft): <b>see map</b>	Square Feet of Building: <b>507</b>	<i>Included in Total?</i> <input checked="" type="checkbox"/>	Bldg. Condition: <b>Good</b>

Work Needed  Description (if needed):

Type: **Toilet** Details of Type: **(B) Wood frame construction, sided with light brown masonite lap siding and has a slant roof covered with green corrugated fiberglass.**

Paint/Color **Lt. Brown**

Construction Type <b>Frame</b>	Siding <b>Other Compliant</b>	Roofing <b>Fiberglass</b>	Structure Setback: <b>0</b>
Size (nearest .5 ft): <b>4x5</b>	Square Feet of Building: <b>20</b>	<i>Included in Total?</i> <input checked="" type="checkbox"/>	Bldg. Condition: <b>Good</b>

Work Needed  Description (if needed):

Individual Lease Summary:

Lease Number: **L01850064**

Mon. Nov 25, 2002

Type: **Storage Shed**

Details of Type: **(E) WFC, 2"x4" logs and 4"x4" as corner posts with misc. logs as roof stringers with plastic tarp as roof.**

Paint/Color

Construction Type **Frame**

Siding **None**

Roofing **Other Non-Compl**

Structure Setback:

**0**

Size (nearest .5 ft): **6.5x12**

Square Feet of Building:

**78** *Included in Total?*

Bldg. Condition:

**Poor**

Work Needed  Description (if needed): **Replace roof, etc.**

**Individual Lease Summary:**

**Lease Number: L01850064**

Mon. Nov 20, 2000

SE 1/4 NW 1/4 S: 8 T: 55 R: 15

**GERALD L BRICKLEY**  
**3951 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**729-6918**

**KAREN A. BRICKLEY**  
**3951 JEFFREY ROAD**  
**HERMANTOW MN 55810**  
**218-729-6918**

Area: **VIRGINIA** Management Unit: **5** Appr. Value: **700** Renewal Cost: **167.54**  
 Square Feet: **396** Transferable: Transferable Reason: **1,**  
 Property Access:

Lease Comments: **Well-maintained lease up on top of hill in reserve area of Bigfoot Sale. You can drive to this lease site on sale road east of Washusks Truck Trail. Inspected by Muhich.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/24/1999** Next\_Inspection: **6/1/2002**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

---

Type: **Storage Shed** Details of Type:  
 Paint/Color:  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft): **9 x 7** Square Feet of Building: **79** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

---

Type: **Cabin** Details of Type:  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): Square Feet of Building: **499** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

---

Type: **Toilet** Details of Type:  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Fiberglass** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 5** Square Feet of Building: **20** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

---

Type: **Deck/Porch** Details of Type: **2 decks**  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding Roofing Structure Setback: **0**  
 Size (nearest .5 ft): **11.5x10/16x4** Square Feet of Building: **179** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

SECTION 8, TOWNSHIP 55, RANGE 15, PARCEL SE NW

LEASE NUMBER L01850064 TERM ANNUAL  
I.D. DISPLAYED? YES X NO \_\_\_\_\_  
LESSEE GERALD BRICKLEY  
3951 JEFFREY ROAD  
HERMANTOWN MN 55810

ON SITE INSPECTION DATE 7-22-93  
INSPECTOR LARSON AREA DULUTH  
LAKE \_\_\_\_\_ RIVER \_\_\_\_\_  
STRUCTURE SETBACK \_\_\_\_\_  
MANAGEMENT UNIT \_\_\_\_\_  
ACCESS: SUMMER WASHUSKS

LEASE TRANSFERABILITY:

Transferable X  
Non-transferable \_\_\_\_\_  
Why?

WELL NO \_\_\_\_\_ TYPE \_\_\_\_\_  
SEPTIC NO \_\_\_\_\_ TYPE \_\_\_\_\_  
COMM. ELECTRIC NO \_\_\_\_\_ TELEPHONE NO \_\_\_\_\_

BUILDINGS: Code Letter(s)	A	B	C	D	E
TYPE	CABIN	DECK	SHED	TOILET	
SIZE	see map	10x21	4x4	4x5	
SQ. FT.	360		16	20	
VALUE	3000		25	50	
TYPE OF CONSTRUCTION					
MATERIAL/SIDING	wood	treated	wood	wood	
MATERIAL/ROOFING					
PAINTED/COLOR	brown		brown	brown	
CONDITION/APPEARANCE					
WORK NEEDED					

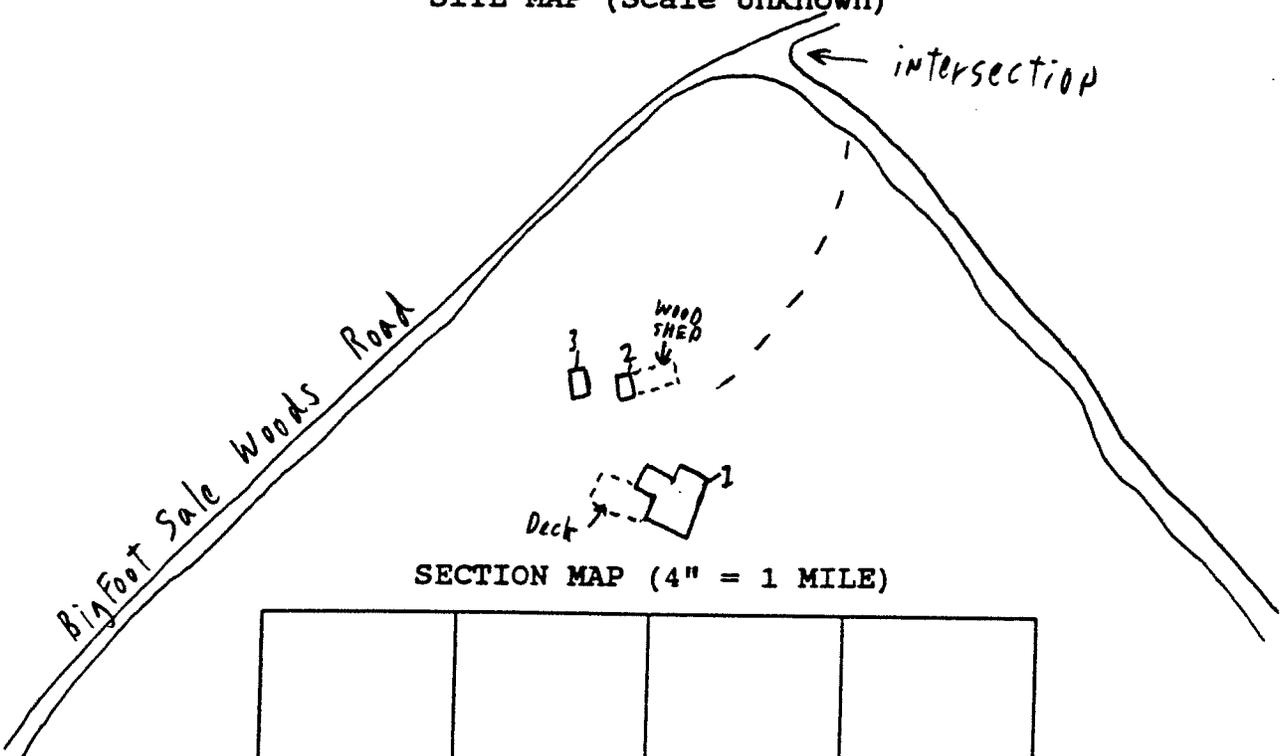
TOTAL SQ. FT. 396 TOTAL VALUE \$3075 ASSESSOR'S VALUE \$ \_\_\_\_\_

RECOMMENDED LEASE FEE \$ \_\_\_\_\_ CALCULATION \_\_\_\_\_

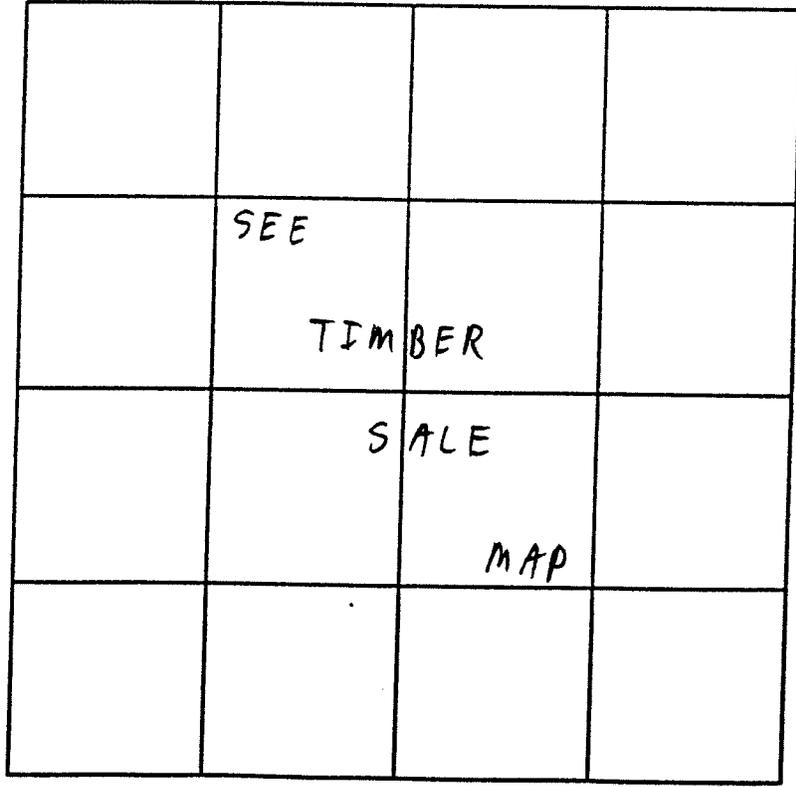
COPIES:  FO, LCO, ASSESSOR

LEASE NUMBER L01850064 NAME Brickley  
 SECTION 8 TOWNSHIP 55 RANGE 15 PARCEL SE-NW

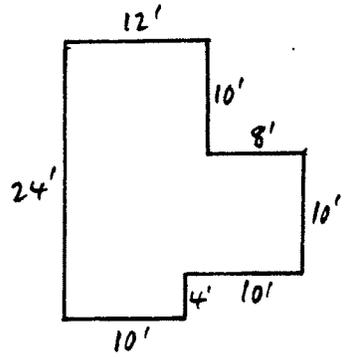
SITE MAP (Scale Unknown)



SECTION MAP (4" = 1 MILE)



CABIN DIMENSIONS



NORTH ↓

AERIAL PHOTO # 26-74 YEAR 89

LOCATION/ACCESS MAP ATTACHED? YES X NO

ST. LOUIS COUNTY LAND DEPARTMENT  
LEASE INVENTORY & APPRAISAL RECORD

CODE:

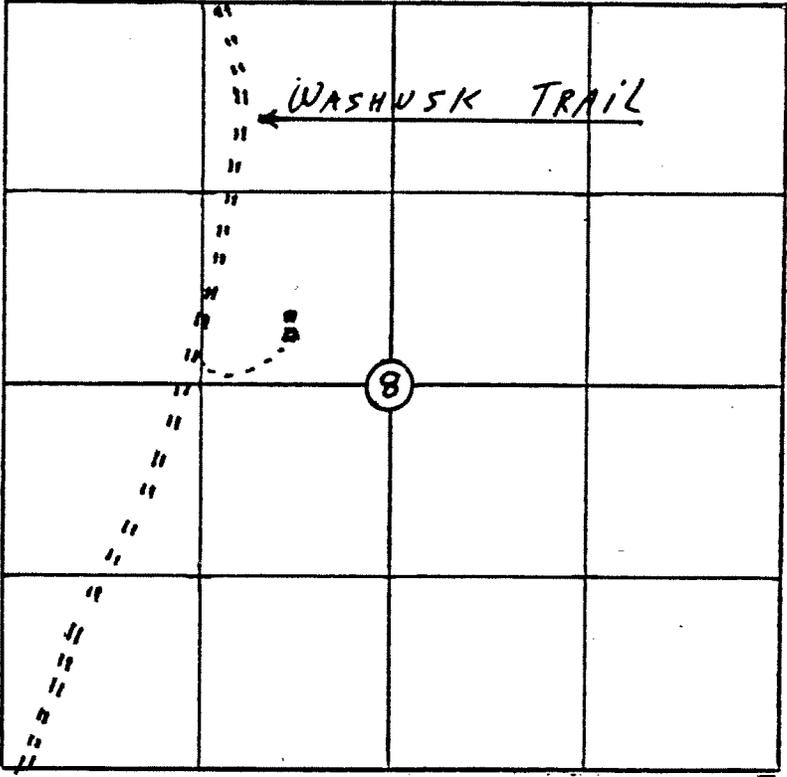
LEASE NUMBER:           

TERM: renew annually

L01850064

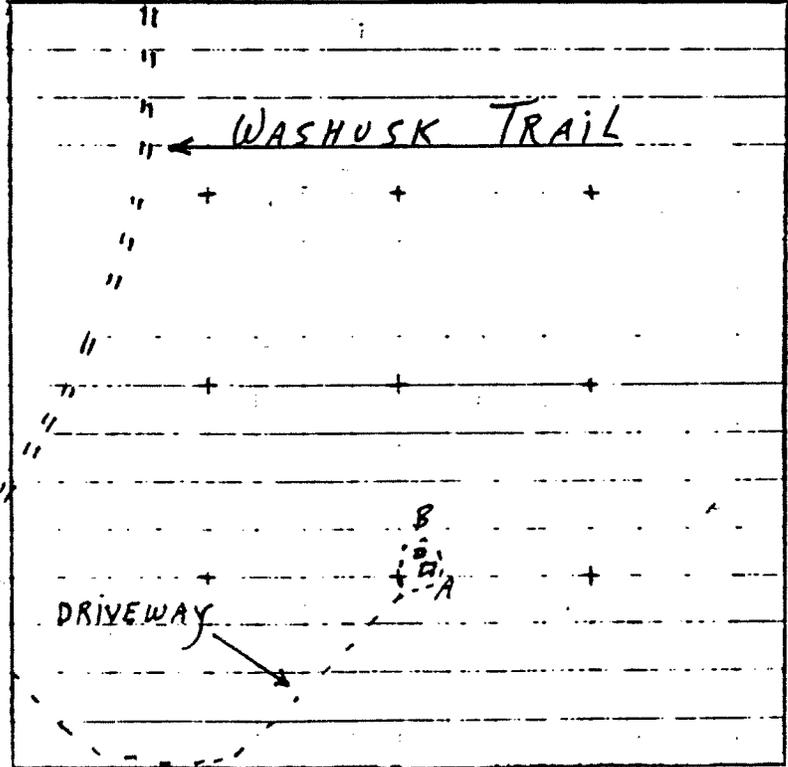


SECTION 8 TWP 55 RGE 15



SCALE: 4" = 1 MILE

MAP INSERT: BUILDING LOCATION WITHIN "40".  
SCALE: .1" = 33', (or 330')



AREA: Duluth	DATE: 12-1-80
LD INSPECTOR: J F Mills	
<i>662-200</i>	
LEASE IDENT. TAG DISPLAYED: yes	
LESSEE: Gerald Brickley	
3710 Getchell Road	
Hermantown, MN 55811	
LAKE: ---	
RIVER: ---	
MGMT. UNIT: Island Lake Mem. Forest	
COM. ELEC: ---	
TELEPHONE: ---	
ACCESS: Washusk Truck Trail	
OTHER COMMENTS: to driveway, take driveway to cabin with pickup truck.	
NOTE: George Kirk said don't charge for woodshed... (See Over)	

LEASE TYPE CLASSIFICATION	
CURRENT CLASS:	01
PROPER CLASS:	01

BLDG	TYPE	SIZE	SQ. FT.	VALUE
A	Cabin	see reverse	360	\$ 4200
B	Outhouse	3'8" x 3'8"	15	100
C				
D				
E				
TOTALS			= 375	4300

ASSESSORS \$ VALUE = 700

COPIES: LCO, AO, FO, ASSESSOR

**RECREATION CABIN SITE LEASE**

LESSOR: St. Louis County Land Commissioner  
 Room 607, Govt. Services Center  
 Duluth, MN 55802  
 Telephone: 218-726-2606

**PRIMARY LESSEE:**

Dan Laurila  
 5905 Killarney Lane  
 Edina MN 55436  
 (952) 926-0857

**JOINT LESSEE:**

David Laurila  
 405 West Arrowhead Road  
 Duluth MN 55803  
 (218) 726-2355

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 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 NW 1/4 of the NW 1/4 in Section 17 Township 55N, Range 15W.

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 in Exhibit A attached hereto.

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

**1. TERM OF LEASE.**

The term of this lease shall be from January 1, 2006 through December 31, 2006 and shall be renewed annually unless terminated.

**2. LEASE FEE.**

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

The *standard lease fee* (564 sq.ft.) is \$300 per year, with annual increases equal to the Consumer Price index. Your current lease fee will be increased to the \$300 level plus consumer price index over a five year period beginning in 2006. If you are paying more than the standard lease fee your current fee will be frozen for five years with annual increases thereafter equal to the consumer price index.

The *extended lease fee* (764 sq.ft.) is \$500 per year with annual increases equal to the consumer price index. Your current lease fee will be increased to the \$500 level plus consumer price index over a five year period beginning in 2006.

**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.

Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site 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.

#### 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 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 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 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 composed of a wood based product must be painted, varnished, stained or oiled a medium to dark brown or dark green color periodically to keep them maintained in a neat and sound condition. Vinyl, aluminum or metal siding in a medium to dark brown or green color may be used as a siding material. Asphalt shingles, rolled roofing or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color may be used on the roof, but not the walls; any other roofing materials must be approved by 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 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.

**The total area occupied by all structures on a lease site shall not exceed 564 square feet or 764 square feet, depending on the leasing option. No lease shall exceed 764 square feet unless previously authorized by the Land 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.

## **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, utilities, dumpsite, or other non conforming 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.

## **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-forfeit 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 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 January 31 of each year or earlier upon failure to pay when due the annual lease fee, taxes 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 A 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 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 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 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 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) 742-9898

DULUTH AREA OFFICE:

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

Individual Lease Summary:

Lease Number: **L01850316**

Wed. Oct 29, 2008

NW 1/4 NW 1/4 S 17 T: 55 R: 15

**DAN LAURILA**  
**5905 KILLARNEY LANE**  
**EDINA MN 55436**  
**612-926-0857**

**DAVID LAURILA**  
**405 WEST ARROWHEAD ROAD**  
**DULUTH MN 55803**  
**218-723-3763**

Area: **Virginia** Management Uni **5** Appr. Value: **0** Renewal Cost: **260.97**  
 Square Feet: **392** Transferable: **Y** Transferable Reason:

Property Access: **Remote lease located down ATV trail south from Washusks Truck Trail. GPS: N47°15'23.01" W092°16'32.68"**  
 Lease Comments: **Unauthorized construction of woodshed - will be allowed to keep woodshed but it will count as sq footage due to three solid walls and a tarp over the front. Toilet also could use some work - roof and broken window. Site is clean. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/12/2008** Next\_Inspection: **6/1/2011**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **4' x 8' plywood-enclosed with slanted roof-overhang in back with attached light pole & light. Brown tarp over the front.**  
 Paint/Color **green**  
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **0**  
 Size (nearest .5 ft) **4' x 8'** Square Feet of Building **32** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

Type: **Wood Shed** Details of Type: **Ⓢ Wood shed: wood frame construction, green colored vertical grooved plywood on 3 sides, slanted flat roof covered with black asphalt shingles. Woodshed has three sides on it so it is counted in lease square footage**  
 Paint/Color **green**  
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **0**  
 Size (nearest .5 ft) **4 X 6** Square Feet of Building **24** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed) **Yellow tarp is not approved siding.**

Type: **Toilet** Details of Type: **(B) Toilet: Wood frame construction, green colored vertical grooved plywood siding, flat roof with white rolled roofing.**  
 Paint/Color **Green**  
 Construction Type **Frame** Siding **Plywood** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft) **4 X 4** Square Feet of Building **16** Included in Total?  Bldg. Condition: **Poor**  
 Work Needed?  Description (if needed) **Roof is in poor condition and window is broken.**

Type: **Deck/Porch** Details of Type: **Porch: attach to cabin**  
 Paint/Color **brown**  
 Construction Type **Frame** Siding **None** Roofing **Asphalt-shingle** Structure Setback: **0**  
 Size (nearest .5 ft) **8 X 4** Square Feet of Building **32** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed)

L01850316

06-12-08



A - Cabin



B - Toilet



C - Woodshed



D - Woodshed

## Recreation/Shoreland Cabin Lease Inspection

Site ID: S17-T55-R15 Contract Nbr: L01850316-Laurila  
 Inspector: Hoff Date: 6-12-08

Inspection type:  Interim  Final  Audit  Reinspection  Other

**General Inspection Items**

- 1 2 3 4 5 6 Lease I.D. tag displayed
- 0 2 3 4 5 6 No unauthorized gates or barriers at lease site
- 0 2 3 4 5 6 No public safety hazards or threats to public evident at lease site
- 0 2 3 4 5 6 All structures in maintainable condition
- 0 2 3 4 5 6 No evidence of unauthorized construction or improper structure maintenance at lease site
- 0 2 3 4 5 6 Structure exterior painted or stained and varnished in a medium to dark brown or green color
- 0 2 3 4 5 6 Roofing of structure composed of acceptable materials: asphalt shingles, rolled roofing, or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color
- 0 2 3 4 5 6 Siding on all structures is composed of an authorized product (wood based, vinyl, pre-baked aluminum or steel)
- 0 2 3 4 5 6 No structure on lease site exceeds 16 feet total height with 8 foot sidewalls
- 1 2 3 0 5 6 Trailer, if allowed on site, is in good condition and not in need of replacement
- 0 2 3 4 5 6 No substandard or unauthorized sanitary facilities at lease site
- 1 2 3 0 5 6 Any pre-built structures like Rubbermaid or aluminum sheds included in square footage
- 0 2 3 4 5 6 No more than 2 secondary structures present and within 100 feet of primary structure unless authorized
- 0 2 3 4 5 6 No unauthorized tree cutting or defacing or damaging of trees at lease site
- 0 2 3 4 5 6 No unauthorized trails, roads, land clearing, pruning or site development visible at lease site
- 0 2 3 4 5 6 No unauthorized restrictive signs or posters of any kind posted on public land at lease site
- 0 2 3 4 5 6 No unauthorized storage of motor vehicles, boats, campers, trailers or other machinery apparent on lease site
- 1 2 3 0 5 6 All motor vehicles, boats, trailers and fish houses at lease site requiring a current license them attached
- 0 2 3 4 5 6 No solid waste or garbage at or around lease site
- 0 2 3 4 5 6 No improper storage of construction materials or supplies at lease site
- 0 2 3 4 5 6 No storage or disposal of hazardous materials at lease site
- 0 2 3 4 5 6 No improper disposal or unauthorized storage of white goods, tires or equipment at lease site
- 0 2 3 4 5 6 No evidence of unauthorized use or sublease of cabin site
- 0 2 3 4 5 6 No evidence of use of lease site as a primary or permanent residence
- 1 2 3 0 5 6 Wells, if allowed, in compliance with all regulations
- 0 2 3 4 5 6 Location of every previously established structure identified on map

**Shoreland Lease Specific Items**

- 1 2 3 4 5 6 No more than 3 secondary structures present and within 100 feet of primary structure unless authorized
- 1 2 3 4 5 6 No more than one dock of appropriate length present on lease site
- 1 2 3 4 5 6 Water oriented structures set back at least 10 feet from the Ordinary High Water Level and limited to one structure (e.g. a boathouse)
- 1 2 3 4 5 6 No intensive vegetation clearing within the shore impact zone (one-half the distance of the building setback from the ordinary high water level)
- 1 2 3 4 5 6 All structures are at least 150 feet from shoreline on natural environment lakes, 75-100 feet from shoreline on recreation development lakes and at least 20 feet from the boundary of lease parcel on shoreland leases unless otherwise noted and authorized

Comments: ~~There is no unauthorized const.~~ Unauthorized const. 1  
 woodshed see description -  
 - send info that woodsheds cannot be enclosed to be counted as ~~sq.~~ square footage. ~~These~~ These woodsheds count as sq. footage  
 New map

Inspection codes: 1 - Satisfactory, 2 - Needs Improvement, 3 - Unacceptable,  
 4 - Not Applicable, 5 - Not Inspected, 6 - To be completed

Individual Lease Summary:

Lease Number: **L01850316**

Wed. Aug 10, 2005

NW 1/4 NW 1/4 S: 17 T: 55 R: 15

**DAN LAURILA**  
**5905 KILLARNEY LANE**  
**EDINA MN 55436**  
**612-926-0857**

**DAVID LAURILA**  
**405 WEST ARROWHEAD ROAD**  
**DULUTH MN 55803**  
**218-723-3763**

Area: Virginia **392** Management Unit **5** Appr. Value: **0** Renewal Cost: **190.46**  
 Square Feet: **360** Transferable: **Y** Transferable Reason:

Property Access: **Remote lease located down ATV trail south from Washusks Truck Trail.**

Lease Comments: **Painted cabin and toilet; still need to finish painting door, deck, woodshed, trim, window, boards on the gable ends. Dispose of wood stove in the yard. Both issues will be 2nd warning. Need a new map. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/22/2005** Next\_Inspection: **6/1/2008**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **(C) Wood shed: wood frame construction, cream colored vertical grooved plywood on 3 sides, slanted flat roof covered with black asphalt shingles. Woodshed has three sides on it so it is counted in lease square footage**  
 Paint/Color: **cream**  
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 6** Square Feet of Building: **24** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed): **paint**

Type: **Toilet** Details of Type: **(D) Toilet: Wood frame construction, cream colored vertical grooved plywood siding, flat roof with white rolled roofing.**  
 Paint/Color: **Green**  
 Construction Type **Frame** Siding **Plywood** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 4** Square Feet of Building: **16** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

Type: **Deck/Porch** Details of Type: **(B) Porch:**  
 Paint/Color: **wood**  
 Construction Type **Frame** Siding **None** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **8 X 4** Square Feet of Building: **32** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed): **paint**

Type: **Cabin** Details of Type: **(A) Cabin: wood frame construction, cream colored 4'x8' masonite sheets, gable roof with white rolled roofing, 1"x8" boards third way down from roof on gable ends, wood and aluminum framed windows, wired for electricity, LP gas. Cabin site is about 150 feet from Waboose Lake.**  
 Paint/Color: **Green**  
 Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **150**  
 Size (nearest .5 ft): **16 X 20** Square Feet of Building: **320** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed): **paint trim, windows, eaves, boards on gable ends.**

# L01850316

6-22-05



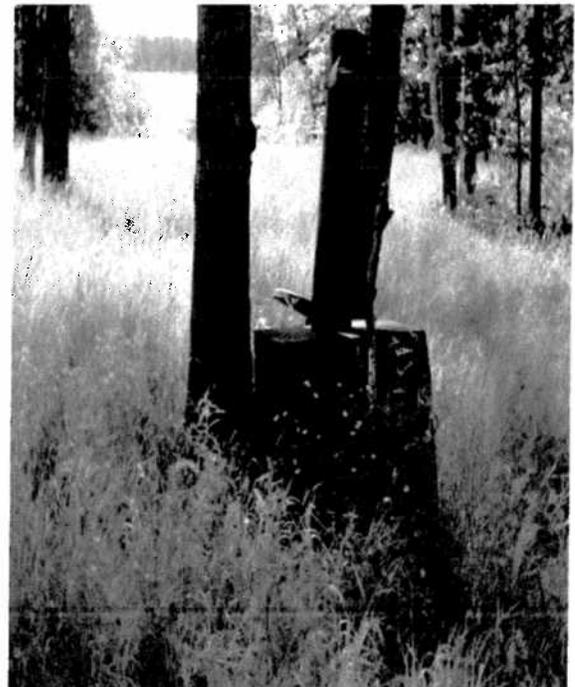
A & B - Cabin/ Deck Porch



C - Wood Shed



D - Toilet



Woodstove

# Recreation/Shoreland Cabin Lease Inspection

Site ID: 601850316 Contract Nbr: Laurila  
Inspector: Hoff Date: 6-22-05

Inspection type:  Interim  Final  Audit  Reinspection  Other

### General Inspection Items

- 0 2 3 4 5 6 Lease I.D. tag displayed
- 0 2 3 4 5 6 No unauthorized gates or barriers at lease site
- 0 2 3 4 5 6 No public safety hazards or threats to public evident at lease site
- 0 2 3 4 5 6 All structures in maintainable condition
- 0 2 3 4 5 6 No evidence of unauthorized construction or improper structure maintenance at lease site
- 1 0 3 4 5 6 Structure exterior painted or stained and varnished in a medium to dark brown or green color *0602*
- 0 2 3 4 5 6 Roofing of structure composed of acceptable materials: asphalt shingles, rolled roofing, or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color
- 0 2 3 4 5 6 Siding on all structures is composed of an authorized product (wood based, vinyl, pre-baked aluminum or steel)
- 0 2 3 4 5 6 No structure on lease site exceeds 16 feet total height with 8 foot sidewalls
- 1 2 3 0 5 6 Trailer, if allowed on site, is in good condition and not in need of replacement
- 0 2 3 4 5 6 No substandard or unauthorized sanitary facilities at lease site
- 1 2 3 0 6 Any pre-built structures like Rubbermaid or aluminum sheds included in square footage
- 0 2 3 4 5 6 No more than 2 secondary structures present and within 100 feet of primary structure unless authorized
- 0 2 3 4 5 6 No unauthorized tree cutting or defacing or damaging of trees at lease site
- 0 2 3 4 5 6 No unauthorized trails, roads, land clearing, pruning or site development visible at lease site
- 0 2 3 4 5 6 No unauthorized restrictive signs or posters of any kind posted on public land at lease site
- 0 2 3 4 5 6 No unauthorized storage of motor vehicles, boats, campers, trailers or other machinery apparent on lease site
- 1 2 3 0 5 6 All motor vehicles, boats, trailers and fish houses at lease site requiring a current license them attached
- 0 2 3 4 5 6 No solid waste or garbage at or around lease site *0902*
- 0 2 3 4 5 6 No improper storage of construction materials or supplies at lease site
- 0 2 3 4 5 6 No storage or disposal of hazardous materials at lease site
- 0 2 3 4 5 6 No improper disposal or unauthorized storage of white goods, tires or equipment at lease site
- 0 2 3 4 5 6 No evidence of unauthorized use or sublease of cabin site
- 0 2 3 4 5 6 No evidence of use of lease site as a primary or permanent residence
- 1 2 3 4 5 6 Wells, if allowed, in compliance with all regulations
- 0 2 3 4 5 6 Location of every previously established structure identified on map

### Shoreland Lease Specific Items

- 1 2 3 4 5 6 No more than 3 secondary structures present and within 100 feet of primary structure unless authorized
- 1 2 3 4 5 6 No more than one dock of appropriate length present on lease site
- 1 2 3 4 5 6 Water oriented structures set back at least 10 feet from the Ordinary High Water Level and limited to one structure (e.g. a boathouse)
- 1 2 3 4 5 6 No intensive vegetation clearing within the shore impact zone (one-half the distance of the building setback from the ordinary high water level)
- 1 2 3 4 5 6 All structures are at least 150 feet from shoreline on natural environment lakes, 75-100 feet from shoreline on recreation development lakes and at least 20 feet from the boundary of lease parcel on shoreland leases unless otherwise noted and authorized

Comments: *\*Painted cabin and toilet; still need to finish painting door, deck, woodshed, trim, window, boards on the gable ends.  
\*Dispose of wood stove in yard. Both issues ~~are~~ will be 2nd warning!  
Need new map*

Inspection codes: 1 = Satisfactory, 2 = Needs Improvement, 3 = Unacceptable,  
4 = Not Applicable, 5 = Not Inspected, 6 = To be completed

Individual Lease Summary:

Lease Number: **L01850316**

Wed. Aug 16, 2000

NW 1/4 NW 1/4 S: 17 T: 55 R: 15

**DAN LAURILA**  
**5905 KILLARNEY LANE**  
**EDINA MN 55436**  
**612-926-0857**

**DAVID LAURILA**  
**405 WEST ARROWHEAD ROAD**  
**DULUTH MN 55803**  
**218-723-3763**

Area: **VIRGINIA** *392* Management Unit: **5** Appr. Value: **0** Renewal Cost: **167.54**  
 Square Feet: **360** Transferable: Y Transferable Reason:  
 Property Access: **Remote lease located down ATV trail south from Washusks Truck Trail.**  
 Lease Comments: **Inspected by Skurla & LeMay.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/7/2000** Next\_Inspection: **6/1/2003**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: Site#: DATE\_UPDT:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **(C) Wood shed: wood frame construction, cream colored vertical grooved plywood on 3 sides, slanted flat roof covered with black asphalt shingles. Woodshed has three sides on it so it is counted in lease square footage**  
 Paint/Color: **cream**  
 Construction Type **Frame** Siding **Plywood** Roofing **Asphalt-shingle** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 6** Square Feet of Building: **24 Included in Total?**  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed): **paint**

Type: **Toilet** Details of Type: **(D) Toilet: Wood frame construction, cream colored vertical grooved plywood siding, flat roof with white rolled roofing.**  
 Paint/Color: **cream**  
 Construction Type **Frame** Siding **Plywood** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 4** Square Feet of Building: **16 Included in Total?**  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed): **paint and door repair (broken glass)**

Type: **Deck/Porch** Details of Type: **(B) Porch:**  
 Paint/Color: **wood**  
 Construction Type **Frame** Siding **None** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **8 X 4** Square Feet of Building: **32 Included in Total?**  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed): **paint**

Type: **Cabin** Details of Type: **(A) Cabin: wood frame construction, cream colored 4'x8' masonite sheets, gable roof with white rolled roofing, 1"x8" boards third way down from roof on gable ends, wood and aluminum framed windows, wired for electricity, LP gas. Cabin site is about 150 feet from Waboose Lake.**  
 Paint/Color: **cream**  
 Construction Type **Frame** Siding **Strand/Particle** Roofing **Asphalt-Rolled** Structure Setback: **150**  
 Size (nearest .5 ft): **16 X 20** Square Feet of Building: **320 Included in Total?**  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed): **paint**

SECTION 8, TOWNSHIP 55, RANGE 15, PARCEL SE SW

LEASE NUMBER L01850316 TERM ANNUAL || ON SITE INSPECTION DATE 7-18-94  
 I.D. DISPLAYED? YES X NO \_\_\_\_\_ || INSPECTOR LARSON AREA DULUTH  
 LESSEE DAN LAURILA || LAKE \_\_\_\_\_ RIVER \_\_\_\_\_  
5905 KILLARNEY LANE || STRUCTURE SETBACK \_\_\_\_\_  
EDINA MN 55436 || MANAGEMENT UNIT \_\_\_\_\_  
 ACCESS: SUMMER

LEASE TRANSFERABILITY:  
 Transferable X  
 Non-transferable \_\_\_\_\_  
 Why? \_\_\_\_\_

WELL NO \_\_\_\_\_ TYPE \_\_\_\_\_  
 SEPTIC NO \_\_\_\_\_ TYPE \_\_\_\_\_  
 COMM. ELECTRIC NO \_\_\_\_\_ TELEPHONE NO \_\_\_\_\_

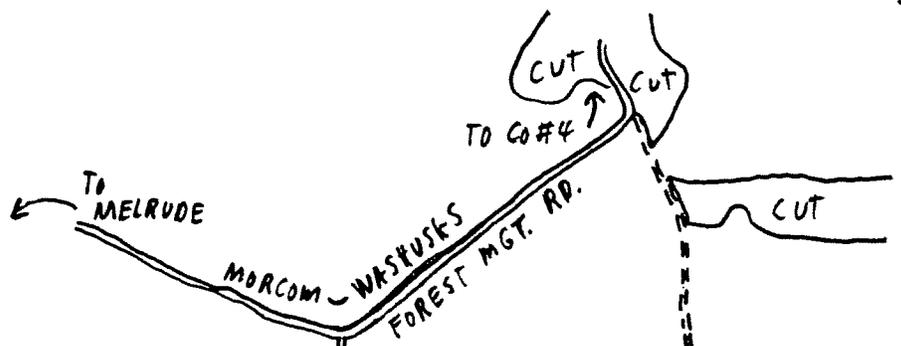
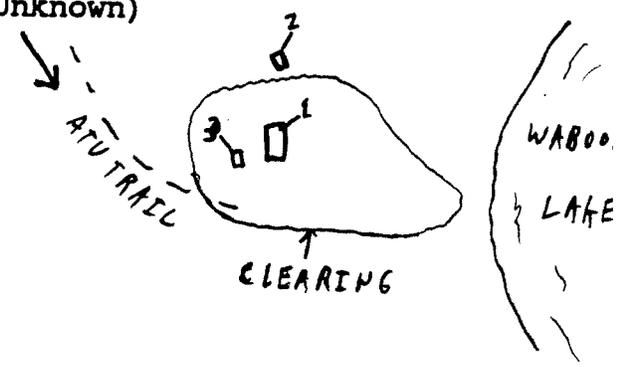
BUILDINGS: Code Letter(s)	A	B	C	D	E
TYPE	CABIN	PORCH	WOOD BOX	TOILET	
SIZE	16X20	8X4	4X6	4X4	
SQ. FT.	320		24	16	
VALUE	3000		50	75	
TYPE OF CONSTRUCTION					
MATERIAL/SIDING	HARDBOARD	WOOD DECK	PLYWOOD		
MATERIAL/ROOFING	ROLL ROOF				
PAINTED/COLOR	LT OLIVE			LT OLIVE	
CONDITION/APPEARANCE					
WORK NEEDED					

TOTAL SQ. FT. 360 TOTAL VALUE \$3075 ASSESSOR'S VALUE \$ \_\_\_\_\_

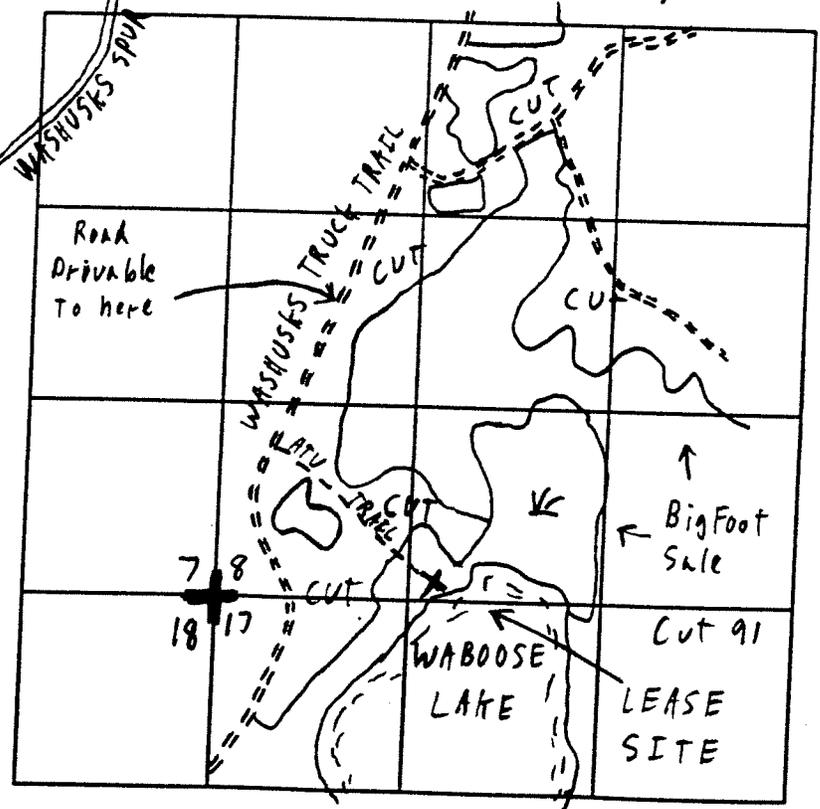
RECOMMENDED LEASE FEE \$ \_\_\_\_\_ CALCULATION \_\_\_\_\_

LEASE NUMBER L0185 0316 NAME LAUTILA  
 SECTION 8 TOWNSHIP 55 RANGE 15 PARCEL GL2, SE-SW

SITE MAP (Scale Unknown)



SECTION MAP (4" = 1 MILE)



AERIAL PHOTO # 26-75 YEAR 89

LOCATION/ACCESS MAP ATTACHED? YES      NO X

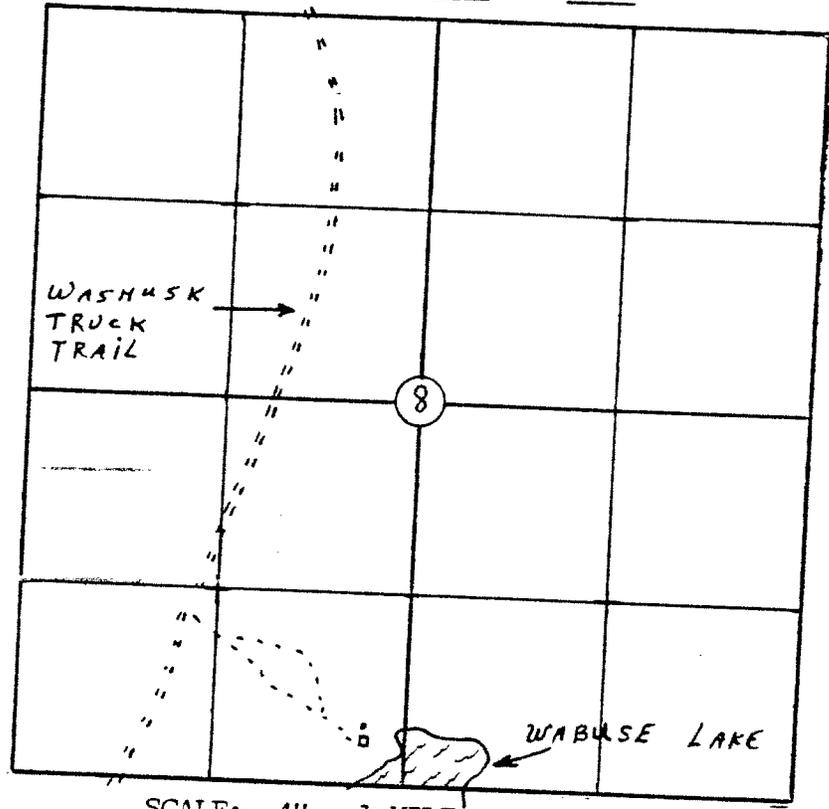
ST. LOUIS COUNTY LAND DEPARTMENT  
 LEASE INVENTORY & APPRAISAL RECORD  
 LEASE NUMBER: - -

CODE:

L01850316

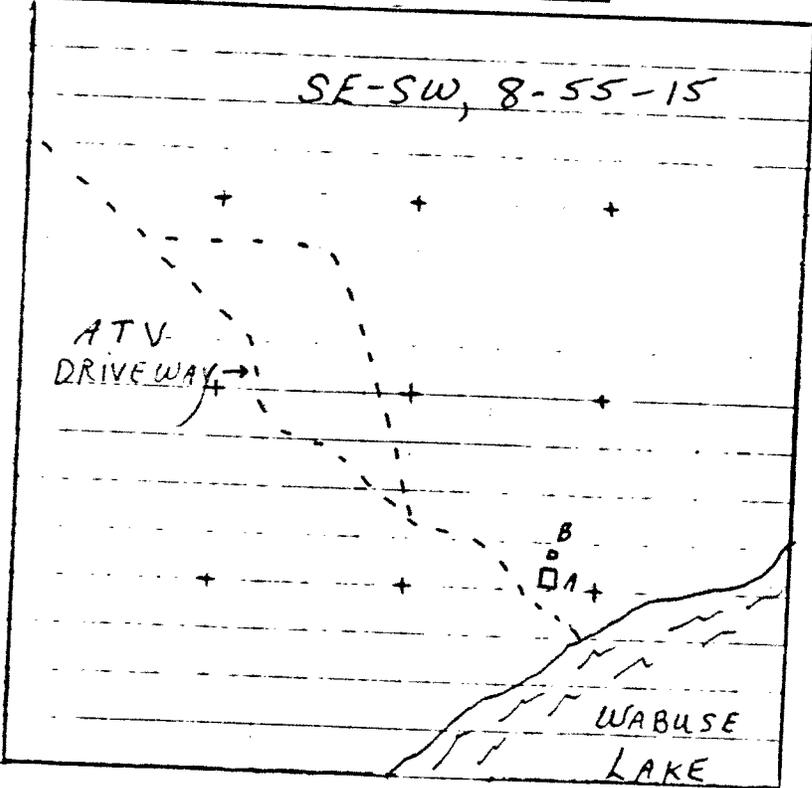
TERM: renew annually

SECTION 8 TWP 55 RGE 15



SCALE: 4" = 1 MILE

MAP INSERT: BUILDING LOCATION WITHIN "40".  
 SCALE: .1" = 33', (or 330')



AREA: Duluth DATE: 2-27-8  
 LD INSPECTOR: Mills

LEASE IDENT. TAG DISPLAYED: no  
 LESSEE: Dan Laurila  
5905 Killarney Lane  
Edina, MN 55436

LAKE: Wabuse  
 RIVER: --  
 MGMT. UNIT: Island Lake Mem. Forest  
 COM. ELEC: --  
 TELEPHONE: --

ACCESS: Washusk FM trail to Washusk truck trail, south to Wabuse L  
 OTHER COMMENTS: 4x4 on Truck Trail and ATV on driveway to cabin. Recommend lease be changed to Recreational, transferrable, shoreland (See Over)

cabin lease. New Fee: \$175

LEASE TYPE CLASSIFICATION  
 CURRENT CLASS: 01  
 PROPER CLASS:

BLDG	TYPE	SIZE	SQ. FT.	VALUE
A	Cabin	16x20	320	\$ 3500
B	Toilet	4x4	16	50
C				
D				
E				
TOTALS			= 336	3550

ASSESSORS \$ VALUE = None

COPIES: LOO, AO, FO, ASSESSOR

ST. LOUIS COUNTY  
LAND DEPARTMENT  
SPECIAL USE INSPECTION REPORT

Type of Use Hunting Lease Number L01850316

Legal Description	Parcel	Section	Township	Range
	SE SW	8	55	15
Lessee	Name		Address	
	Dan Laurila		5905 Killarney Lane, Edina, MN 55436	

Inspector Mills Inspection Date 2-27-87

Type of Inspection X Initial \_\_\_\_\_ Follow-Up \_\_\_\_\_

Site Inspection Criteria	Satisfactory	Not Satisfactory	Comments
<u>Site</u>			
Location	X		
Appearance	X		
Proper Use		X	Should be recreational, shoreland, transferrable
Identification		X	None
<u>Improvements</u>			
Cabin-Size	X		16 x 20, 4x8 sheets of pressborad (stained redwood)
Out-Building Size	X		4x4
Location	X		
Appearance		X	Toilet should be properly sided and painted
Other		X	Cabin could use general TLC
<u>Sanitation</u>			
Garbage Disposal		X	Some old metal cabinets must be removed from site
Toilets		X	Paint and proper siding
<u>Compliance</u>			
With Regulations	X		
<u>Other</u>			

Date of Notification of Non-Compliance 5-11-87 Date Corrected \_\_\_\_\_

Copies: Field Office  
Area, Lease File  
LOO, Lease File

**RECREATION CABIN SITE LEASE****LESSOR:**

St. Louis County Land Commissioner  
 Room 607, Govt. Services Center  
 Duluth, MN 55802  
 Telephone: 218-726-2606

**PRIMARY LESSEE:****JOINT LESSEE:**

Craig O Coombe

1767 Janet Lake Rd

Hibbing, MN 55746 (218) 262-2345

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 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

Govt Lt 6 of the \_\_\_\_\_ in Section 18 Township 55N Range 15W

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 in Exhibit A attached hereto.

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

**1. TERM OF LEASE.**

The term of this lease shall be from January 1, 2006 through December 31, 2006 and shall be renewed annually unless terminated.

**2. LEASE FEE.**

The lease fee is established by Resolution of the St. Louis County Board and is payable in 30 days after notice of amount due. A penalty will be imposed for late payment. The *standard lease fee* (564 sq.ft.) is \$300 per year, with annual increases equal to the Consumer Price Index.

Your current lease fee will be increased to the \$300 level plus consumer price index over a five year period beginning in 2006. If you are paying more than the standard lease fee your current fee will be frozen for five years with annual increases thereafter equal to the consumer price index.

The *extended lease fee* (764 sq.ft.) is \$500 per year with annual increases equal to the consumer price index. Your current lease fee will be increased to the \$500 level plus consumer price index over a five year period beginning in 2006

**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.**

Failure of Lessee to pay personal property taxes when due that are assessed for structures located on the lease site 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.

#### **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 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 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 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 composed of a wood based product must be painted, varnished, stained or oiled a medium to dark brown or dark green color periodically to keep them maintained in a neat and sound condition. Vinyl, aluminum or metal siding in a medium to dark brown or green color may be used as a siding material. Asphalt shingles, rolled roofing or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color may be used on the roof, but not the walls; any other roofing materials must be approved by 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 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.

**The total area occupied by all structures on a lease site shall not exceed 564 square feet or 764 square feet, depending on the leasing option. No lease shall exceed 764 square feet unless previously authorized by the Land 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.

#### **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, utilities, dumpsite, or other non conforming 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.

#### **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-forfeit 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 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 January 31 of each year or earlier upon failure to pay when due the annual lease fee, taxes 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 A 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 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 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 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 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) 742-9898

Duluth Area Office:

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

Individual Lease Summary:

Lease Number: **L01850447**

Thu. Oct 16, 2008

NE1/4 SE 1/4 S 18 T: 55 R: 15

**CRAIG O. COOMBE**  
**1767 JANET LAKE ROAD**  
**HIBBING MN 55746**  
**218-262-2345**

~~**EDWIN COOMBE**~~ *Request to remove*  
~~**511 FAYAL ROAD**~~  
~~**EVELETH MN 55734**~~  
~~**744-4670**~~

Area: **Virginia** Management Uni **5** Appr. Value: **1400** Renewal Cost: **260.97**

Square Feet: **456** Transferable: **1** Transferable Reason: **1**

Property Access: **Remote lease located off ATV trail south of Washusks Truck Trail. Site is located near Washusks Lake # 1. GPS: N47° 14'52.47" W 092° 17' 09.74"**

Lease Comments: **This end of lake is a cattail marsh. Site is clean except for old fish house that is in poor condition and must be removed. Also, cabin has been re-roof without authorization from this department and roofing material is also unapproved. Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/12/2008** Next\_Inspection: **6/1/2011**

**Shoreland Lease Information:**

LAKE_RIVER:	SITE_ACRES:	Site#	SITE_FEET:
SITE_VALUE:	LKCLS_CODE:		DATE_UPDT:

Type: **Wood Shed** Details (C) **Wood shed:wood post construction, black rigid plastic on 3 sides, corrugated tin roofing, RR ties on floor**  
 Paint/Color **black**

Construction Type <b>Frame</b>	Siding <b>Other Compliant</b>	Roofing <b>Metal</b>	Structure Setback: <b>0</b>
Size (nearest .5 ft) <b>6 X 8</b>	Square Feet of Building <b>48</b>	Included in Total? <input checked="" type="checkbox"/>	Bldg. Condition: <b>Good</b>

Work Needed?  Description (if needed)

Type: **Toilet** Details (B) **Toilet: Wood frame construction, dark brown wood board siding, gable roof with green rolled roofing. The roof is in poor condition**  
 Paint/Color **Light Brown**

Construction Type <b>Frame</b>	Siding <b>Solid Wood</b>	Roofing <b>Asphalt-Rolled</b>	Structure Setback: <b>185</b>
Size (nearest .5 ft) <b>4 X 6</b>	Square Feet of Building <b>24</b>	Included in Total? <input checked="" type="checkbox"/>	Bldg. Condition: <b>Good</b>

Work Needed?  Description (if needed)

Type: **Deck/Porch** Details **Deck: 4 x 8 plywood set on posts. Plywood roof with green asphalt rolled roofing. This is an open deck and doesn't count as square footage. Should be included with cabin details.**  
 Paint/Color **Green**

Construction Type <b>Frame</b>	Siding <b>None</b>	Roofing <b>Asphalt-Rolled</b>	Structure Setback: <b>0</b>
Size (nearest .5 ft) <b>4 X 8</b>	Square Feet of Building <b>32</b>	Included in Total? <input type="checkbox"/>	Bldg. Condition: <b>Fair</b>

Work Needed?  Description (if needed)

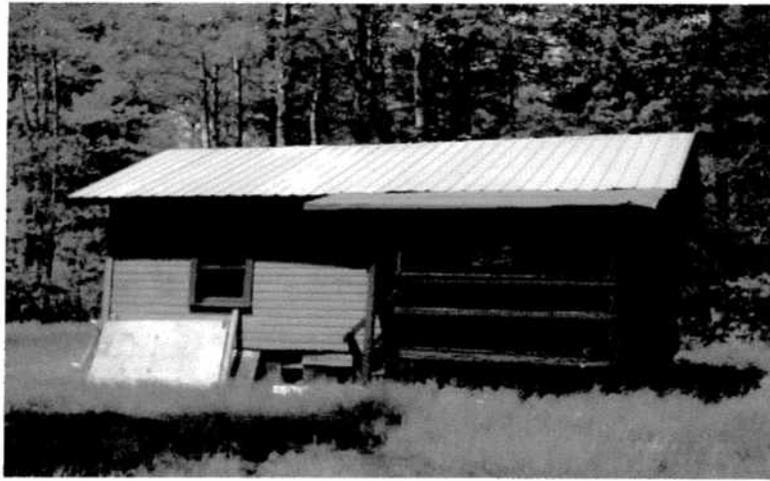
Type: **Cabin** Details (A) **Cabin: wood siding, corrugated metal roofing (silver),wood cased windows (green.) Cabin is set on RR ties and 6 x 6 posts. 1 t. v. antenna and 1 LP tank. Cabin is wired for electricity.**  
 Paint/Color **Lt. Brown**

Construction Type <b>Frame</b>	Siding <b>Solid Wood</b>	Roofing <b>Asphalt-Rolled</b>	Structure Setback: <b>210</b>
Size (nearest .5 ft) <b>16 X 24</b>	Square Feet of Building <b>384</b>	Included in Total? <input checked="" type="checkbox"/>	Bldg. Condition: <b>Fair</b>

Work Needed?  Description (if needed)

L01850447

06-12-08



A - Cabin



B - Toilet / C- Shed



Old Fish House



Individual Lease Summary:

Lease Number: **L01850447**

Thu. Aug 04, 2005

NE1/4 SE 1/4 S: 18 T: 55 R: 15

**CRAIG O. COOMBE**  
**1767 JANET LAKE ROAD**  
**HIBBING MN 55746**  
**218-262-2345**

**EDWIN COOMBE**  
**511 FAYAL ROAD**  
**EVELETH MN 55734**  
**744-4670**

Area: Virginia **488** Management Unit **5** Appr. Value: **1400** Renewal Cost: **190.46**

Square Feet: **408** Transferable: Transferable Reason: **1**,

Property Access: **Remote lease located off ATV trail south of Washusks Truck Trail. Site is located near Washusks Lake # 1**

Lease Comments: **This end of lake is a caitail marsh. 4' x 5' enclosed structure (deer shedder) with windows and wood stove. Black tarp like siding, rubber membrane roof. 1.5 chaining south. 7 x 3.5 Ice House in poor condition is laying on its side. Black tarp for a roof and sides. Plywood base and ends. No license (get rid of ?) Inspected by Nick Hoff.**

Well Type: Septic Type: Commercial Elec.  Telephone

Recommended\_Fee: Fee Calc Method:

Any non-compliance issues?  Last\_Inspection: **6/22/2005** Next\_Inspection: **6/1/2008**

**Shoreland Lease Information:**

Site#

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **(C) Wood shed: wood post construction, black rigid plastic on 3 sides, corrugated tin roofing, RR ties on floor**

Paint/Color: **black**

Construction Type **Frame** Siding **Other Compliant** Roofing **Metal** Structure Setback: **0**

Size (nearest .5 ft): **6 X 8** Square Feet of Building: **48** Included in Total?  Bldg. Condition: **Good**

Work Needed?  Description (if needed):

Type: **Toilet** Details of Type: **(D) Toilet: Wood frame construction, dark brown wood board siding, gable roof with green rolled roofing. The roof is in poor condition**

Paint/Color: **Light Brown**

Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **185**

Size (nearest .5 ft): **4 X 6** Square Feet of Building: **24** Included in Total?  Bldg. Condition: **Good**

Work Needed?  Description (if needed):

Type: **Deck/Porch** Details of Type: **(B) Deck: 4 x 8 plywood set on posts. Plywood roof with green asphalt rolled roofing.**

Paint/Color: **Green**

Construction Type **Frame** Siding **None** Roofing **Asphalt-Rolled** Structure Setback: **0**

Size (nearest .5 ft): **4 X 8** Square Feet of Building: **32** Included in Total?  Bldg. Condition: **Fair**

Work Needed?  Description (if needed):

Type: **Cabin** Details of Type: **(A) Cabin: wood siding, green asphalt rolled roofing, wood cased windows (green.) Cabin is set on RR ties and 6 x 6 posts. 1 t. v. antenna and 1 LP tank. Cabin is wired for electricity.**

Paint/Color: **Lt. Brown**

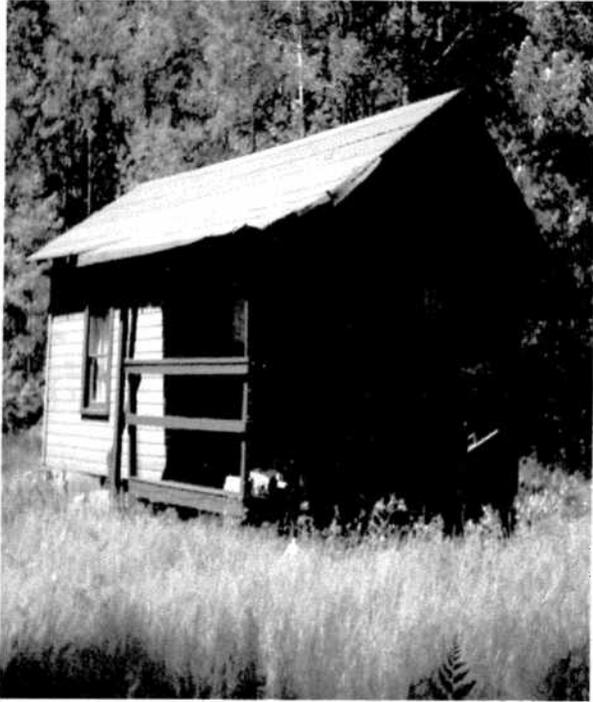
Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **210**

Size (nearest .5 ft): **16 X 24** Square Feet of Building: **384** Included in Total?  Bldg. Condition: **Fair**

Work Needed?  Description (if needed):

# L01850447

6-22-05



A & B - Cabin/Deck



C & D - Wood Shed/Toilet



Fish House

# Recreation/Shoreland Cabin Lease Inspection

Site ID: LO1850447 Contract Nbr: Coomb e  
 Inspector: Hoff Date: 6-22-05

Inspection type:  Interim  Final  Audit  Reinspection  Other

**General Inspection Items**

- 0 2 3 4 5 6 Lease I.D. tag displayed
- 0 2 3 4 5 6 No unauthorized gates or barriers at lease site
- 0 2 3 4 5 6 No public safety hazards or threats to public evident at lease site
- 0 2 3 4 5 6 All structures in maintainable condition
- 0 2 3 4 5 6 No evidence of unauthorized construction or improper structure maintenance at lease site
- 1 2 3 4 5 6 Structure exterior painted or stained and varnished in a medium to dark brown or green color
- 0 2 3 4 5 6 Roofing of structure composed of acceptable materials: asphalt shingles, rolled roofing, or metal roofing that has a pre-baked enamel or similar finish in a medium to dark brown or green color
- 0 2 3 4 5 6 Siding on all structures is composed of an authorized product (wood based, vinyl, pre-baked aluminum or steel)
- 0 2 3 4 5 6 No structure on lease site exceeds 16 feet total height with 8 foot sidewalls
- 1 2 3 4 5 6 Trailer, if allowed on site, is in good condition and not in need of replacement
- 0 2 3 4 5 6 No substandard or unauthorized sanitary facilities at lease site
- 1 2 3 4 5 6 Any pre-built structures like Rubbermaid or aluminum sheds included in square footage
- 0 2 3 4 5 6 No more than 2 secondary structures present and within 100 feet of primary structure unless authorized
- 0 2 3 4 5 6 No unauthorized tree cutting or defacing or damaging of trees at lease site
- 0 2 3 4 5 6 No unauthorized trails, roads, land clearing, pruning or site development visible at lease site
- 0 2 3 4 5 6 No unauthorized restrictive signs or posters of any kind posted on public land at lease site
- 0 2 3 4 5 6 No unauthorized storage of motor vehicles, boats, campers, trailers or other machinery apparent on lease site
- 1 2 3 4 5 6 All motor vehicles, boats, trailers and fish houses at lease site requiring a current license them attached
- 0 2 3 4 5 6 No solid waste or garbage at or around lease site
- 0 2 3 4 5 6 No improper storage of construction materials or supplies at lease site
- 0 2 3 4 5 6 No storage or disposal of hazardous materials at lease site
- 0 2 3 4 5 6 No improper disposal or unauthorized storage of white goods, tires or equipment at lease site
- 0 2 3 4 5 6 No evidence of unauthorized use or sublease of cabin site
- 0 2 3 4 5 6 No evidence of use of lease site as a primary or permanent residence
- 1 2 3 4 5 6 Wells, if allowed, in compliance with all regulations
- 0 2 3 4 5 6 Location of every previously established structure identified on map

**Shoreland Lease Specific Items**

- 1 2 3 4 5 6 No more than 3 secondary structures present and within 100 feet of primary structure unless authorized
- 1 2 3 4 5 6 No more than one dock of appropriate length present on lease site
- 1 2 3 4 5 6 Water oriented structures set back at least 10 feet from the Ordinary High Water Level and limited to one structure (e.g. a boathouse)
- 1 2 3 4 5 6 No intensive vegetation clearing within the shore impact zone (one-half the distance of the building setback from the ordinary high water level)
- 1 2 3 4 5 6 All structures are at least 150 feet from shoreline on natural environment lakes, 75-100 feet from shoreline on recreation development lakes and at least 20 feet from the boundary of lease parcel on shoreland leases unless otherwise noted and authorized

Comments: ~~no license on fish house~~ ~~get rid of?~~ pics 10-13  
 NO license on fish house (get rid of?) 0/10 -  
~~get rid of~~ License or get rid of

Inspection codes: 1 = Satisfactory, 2 = Needs Improvement, 3 = Unacceptable,  
 4 = Not Applicable, 5 = Not Inspected, 6 = To be completed

Individual Lease Summary:

Lease Number: **L01850447**

Wed. Aug 16, 2000

NE1/4 SE 1/4 S: 18 T: 55 R: 15

**CRAIG O. COOMBE**  
**1767 JANET LAKE ROAD**  
**HIBBING MN 55746**  
**218-262-2345**

**EDWIN COOMBE**  
**511 FAYAL ROAD**  
**EVELETH MN 55734**  
**744-4670**

Area: **VIRGINIA** ~~488~~ Management Unit: **5** Appr. Value: **1400** Renewal Cost: **167.54**  
 Square Feet: ~~408~~ Transferable:: Transferable Reason: **1**,  
 Property Access: **Remote lease located off ATV trail south of Washusks Truck Trail. Site is located near Washusks Lake # 1**  
 Lease Comments: **This end of lake is a catail marsh. Inspected by Skurla and LaMay**

Well Type: Septic Type: Commercial Elec.  Telephone   
 Recommended\_Fee: Fee Calc Method:  
 Any non-compliance issues?  Last\_Inspection: **6/7/2000** Next\_Inspection: **6/1/2003**

**Shoreland Lease Information:**

LAKE\_RIVER: SITE\_ACRES: SITE\_FEET:  
 SITE\_VALUE: LKCLS\_CODE: DATE\_UPDT:

Type: **Wood Shed** Details of Type: **(C) Wood shed:wood post construction, black rigid plastic on 3 sides, corrugated tin roofing, RR ties on floor**  
 Paint/Color: **black**  
 Construction Type **Frame** Siding **Other Compliant** Roofing **Metal** Structure Setback: **0**  
 Size (nearest .5 ft): **6 X 8** Square Feet of Building: **48** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Type: **Toilet** Details of Type: **(D) Toilet: Wood frame construction, dark brown wood board siding, gable roof with green rolled roofing**  
 Paint/Color: **Brpwn**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **185**  
 Size (nearest .5 ft): **4 X 6** Square Feet of Building: **24** Included in Total?  Bldg. Condition: **Good**  
 Work Needed?  Description (if needed):

Type: **Deck/Porch** Details of Type: **(B) Deck:**  
 Paint/Color:  
 Construction Type **Frame** Siding **None** Roofing **Asphalt-Rolled** Structure Setback: **0**  
 Size (nearest .5 ft): **4 X 8** Square Feet of Building: **32** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed): **paint**

Type: **Cabin** Details of Type: **(A) Cabin:**  
 Paint/Color: **Brown**  
 Construction Type **Frame** Siding **Solid Wood** Roofing **Asphalt-Rolled** Structure Setback: **210**  
 Size (nearest .5 ft): **16 X 24** Square Feet of Building: **384** Included in Total?  Bldg. Condition: **Fair**  
 Work Needed?  Description (if needed):

LD FORM  
Rev/mu/7/94

ST. LOUIS COUNTY LAND DEPARTMENT  
LEASE INVENTORY/APPRaisal RECORD

Code: \_\_\_\_\_  
Type: \_\_\_\_\_

SECTION 18, TOWNSHIP 55, RANGE 15, PARCEL GL 6, NE SE

LEASE NUMBER L01850447 TERM ANNUAL  
I.D. DISPLAYED? YES X NO \_\_\_\_\_  
LESSEE CRAIG O COOMBE  
511 FAYAL ROAD  
EVELETH MN 55734

ON SITE INSPECTION DATE 4-19-94  
INSPECTOR LARSON AREA DULUTH  
LAKE WASHUSKS #1 RIVER \_\_\_\_\_  
STRUCTURE SETBACK \_\_\_\_\_  
MANAGEMENT UNIT \_\_\_\_\_

ACCESS: SUMMER, WASHUSKS RD

LEASE TRANSFERABILITY:

Transferable X

Non-transferable \_\_\_\_\_

Why?

WELL NO \_\_\_\_\_ TYPE \_\_\_\_\_

SEPTIC NO \_\_\_\_\_ TYPE \_\_\_\_\_

COMM. ELECTRIC NO \_\_\_\_\_ TELEPHONE NO \_\_\_\_\_

BUILDINGS: Code Letter(s)	A	B	C	D	E
TYPE	CABIN	DECK	SHED	TOILE	
SIZE	14x24	4x8	6x8	4x6	
SQ. FT.	336		48	24	
VALUE	1000		-0-	75	
TYPE OF CONSTRUCTION					
MATERIAL/SIDING	wood	plywood	tin/plywd	wood	
MATERIAL/ROOFING					
PAINTED/COLOR	brown		rusty	brown	
CONDITION/APPEARANCE					
WORK NEEDED					

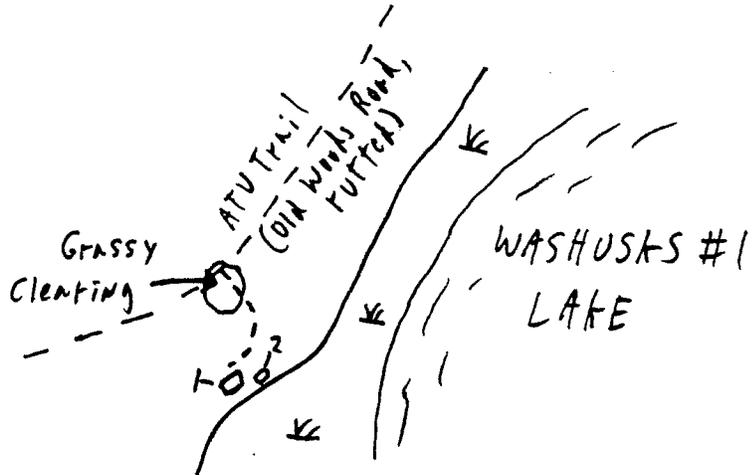
TOTAL SQ. FT. 408 TOTAL VALUE \$1075 ASSESSOR'S VALUE \$ \_\_\_\_\_

RECOMMENDED LEASE FEE \$ \_\_\_\_\_ CALCULATION \_\_\_\_\_

COPIES: AO, FO, LCO, ASSESSOR

LEASE NUMBER L0185 0447 NAME Coombe  
 SECTION 18 TOWNSHIP S5 RANGE 15 PARCEL GL6, NE-SE

SITE MAP (Scale Unknown)



SECTION MAP (4" = 1 MILE)

	SEE		
	LARGER		
		MAP	

AERIAL PHOTO # 26-75 YEAR 89

LOCATION/ACCESS MAP ATTACHED? YES X NO

ST. LOUIS COUNTY LAND DEPARTMENT  
LEASE INVENTORY AND APPRAISAL RECORD

Code: 01  
Type: Hunting

LEASE NUMBER L01850447 TERM renew annually  
LEASE ID DISPLAYED? YES \_\_\_\_\_ NO X  
LESSEE: Mark A Peterson  
4113 Bodas Road  
Eveleth, MN 55734  
LAKE: Washusk RIVER: --  
MANAGEMENT UNIT: Island Lake Memorial Forest  
COMMERCIAL ELECTRIC: -- TELEPHONE: --

AREA: Duluth DATE: 5-22-87  
INSPECTOR: Becker  
Inspection: Initial X Follow-up \_\_\_\_\_

LEASE TYPE CLASSIFICATION:  
Current Class 01  
Proper Class 02

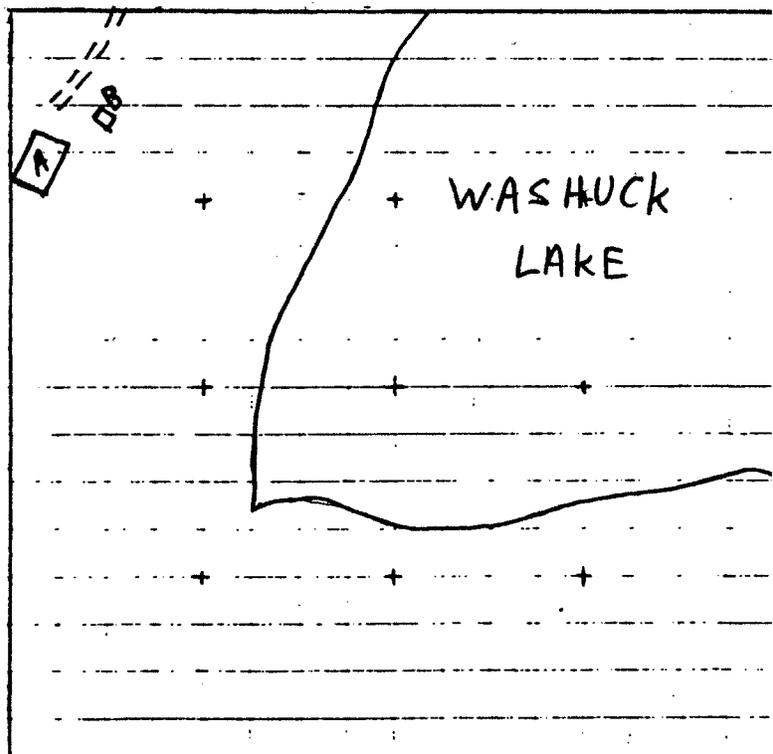
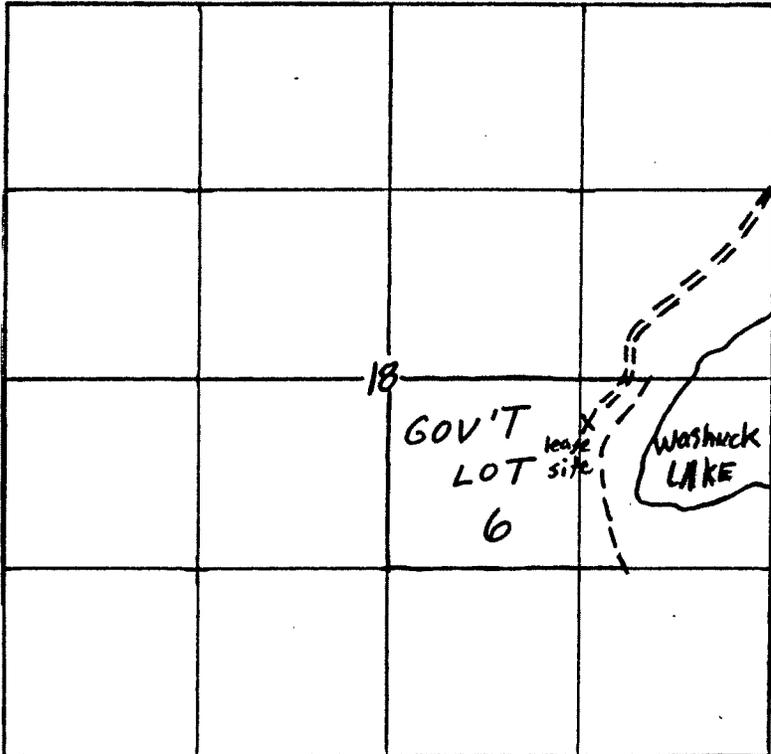
LEASE:  
Transferable \_\_\_\_\_  
Non-Transferable X  
Why? \_\_\_\_\_

INSPECTION: SUMMER \_\_\_\_\_ WINTER \_\_\_\_\_  
ACCESS: ATV

DESCRIPTIVE COMMENTS ON LEASE AND BUILDINGS: Cabin and toilet must be painted an earthtone color. Junk must be picked up. Window in cabin should be replaced. Generally junky site; should not be transferable at this time.

SECTION 18 TOWNSHIP 55 RANGE 15

PARCEL GL 6

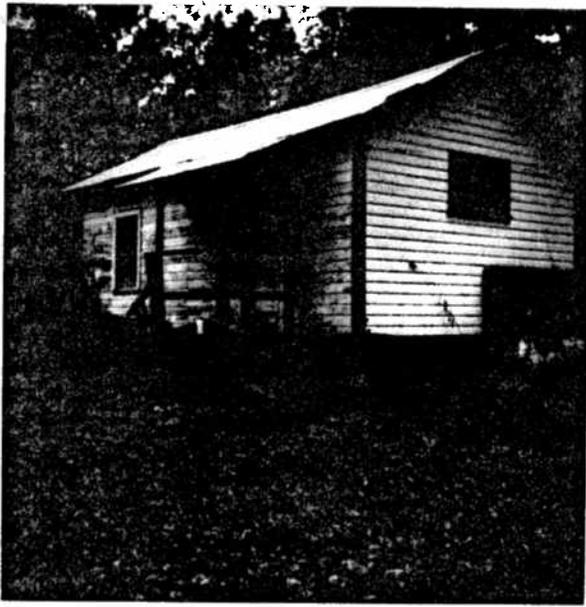


SCALE: 4" = 1 mile

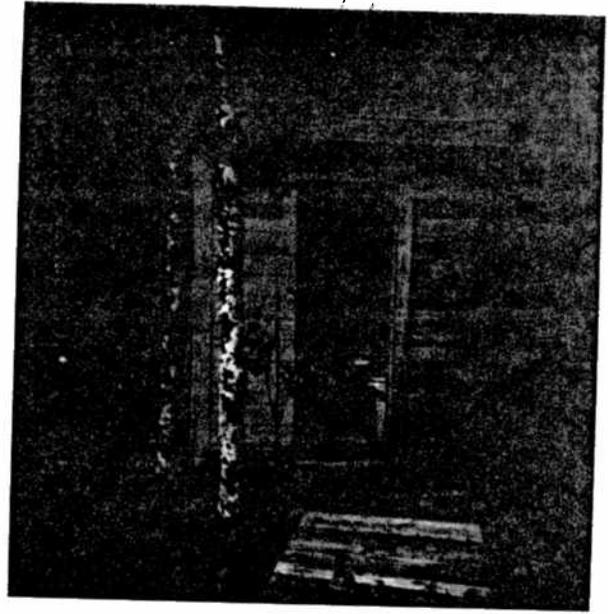
SCALE: 1" = 330' (or \_\_\_\_\_)

PHOTO # \_\_\_\_\_

OVERLAY MADE: YES \_\_\_\_\_ NO \_\_\_\_\_



L01850447 A  
M. Peterson



L01850447 B  
M. Peterson

ST. LOUIS COUNTY  
TIMBER HARVESTING CONTRACT  
C19020118

Page 2

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* VALUE
ASPEN	* P/B	* 900	* TONS	* \$ 16.0925	* \$ 14483.25
BIRCH	* SD ON E	* 155	* CDS	* \$ 12.1675	* \$ 1885.96
BALM OF GILEAD	* PULP	* 4	* TONS	* \$ 16.8775	* \$ 67.51
BALSAM FIR	* PULP	* 130	* CDS	* \$ 19.6250	* \$ 2551.25

TOTAL SALE VALUE: \$ 18987.97

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by APRIL 19TH, 2004 at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

6. All communications or correspondence occurring under this Contract shall be directed to Nick Hoff, on behalf of Purchaser, and to Dave Skurka, on behalf of Seller, at the address above stated.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR,

BY: [Signature]  
Land Commissioner Representative

DATE: 1-22-03

BIRCHEM LOGGING

BY: Nick Hoff Forester For Birchcom  
Its:

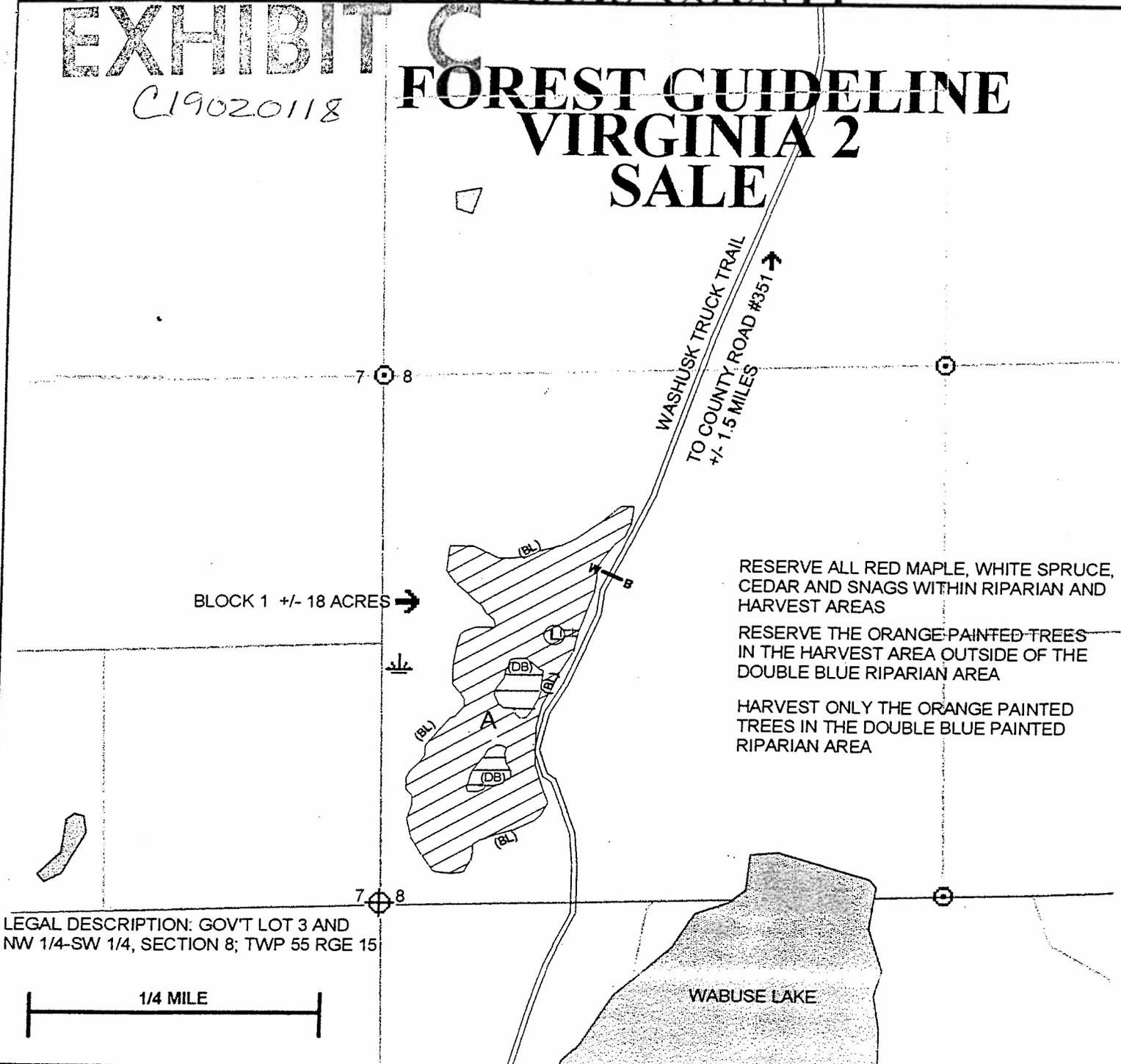
Logging.

ST. LOUIS COUNTY

EXHIBIT C

C19020118

FOREST GUIDELINE  
VIRGINIA 2  
SALE



RESERVE ALL RED MAPLE, WHITE SPRUCE, CEDAR AND SNAGS WITHIN RIPARIAN AND HARVEST AREAS

RESERVE THE ORANGE-PAINTED TREES IN THE HARVEST AREA OUTSIDE OF THE DOUBLE BLUE RIPARIAN AREA

HARVEST ONLY THE ORANGE PAINTED TREES IN THE DOUBLE BLUE PAINTED RIPARIAN AREA

LEGAL DESCRIPTION: GOV'T LOT 3 AND NW 1/4-SW 1/4, SECTION 8; TWP 55 RGE 15

1/4 MILE

LEGAL: SECTION 8 TWP 55 RGE 15

PHOTO #- SLS-26-30

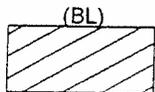
DATE: 10-4-2002

PREPARED BY: DAVE SKURLA

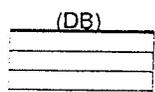


*This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state, federal offices, and other sources affecting the area and is to be used for the intended purpose only. St. Louis County is not responsible for any incorrectness herein. If inconsistencies are found, please contact this office.*

8 inches = 1 mile



-HARVEST AREA-CT- HARVEST BOUNDARIES PAINTED BLUE



-RIPARIAN AREA-BOUNDARIES PAINTED DOUBLE BLUE



-WOODS ROAD



-DESIGNATED ACCESS



-DESIGNATED WATER BAR LOCATION



-DESIGNATED LANDING AREA



-LOWLAND AREA



-SECTION CORNER



-QUARTER CORNER



-ASPEN COVERTYPE

ST. LOUIS COUNTY  
TIMBER HARVESTING CONTRACT  
C19030003

Page 2

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* VALUE
ASPEN	* PULP	2515	* TONS	* \$ 18.9625	* \$ 47690.69
BIRCH	* SD ON E	650	* CDS	* \$ 15.8175	* \$ 10281.38
BALM OF GILEAD	* PULP	5	* TONS	* \$ 17.4825	* \$ 87.41
MAPLE-RED	* SD ON E	130	* CDS	* \$ 7.4925	* \$ 974.03
SPRUCE-WHITE	* PULP	60	* CDS	* \$ 41.0700	* \$ 2464.20
BALSAM FIR	* PULP	275	* CDS	* \$ 23.1250	* \$ 6359.38
SPRUCE-BLACK	* PULP	55	* CDS	* \$ 41.0700	* \$ 2258.85

TOTAL SALE VALUE: \$ 70115.93

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by APRIL 20TH, 2006 at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

6. All communications or correspondence occurring under this Contract shall be directed to Tom Salzer, on behalf of Purchaser, and to Dan McCartney, on behalf of Seller, at the addresses above stated.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR,

FOREST MANAGEMENT SYSTEMS

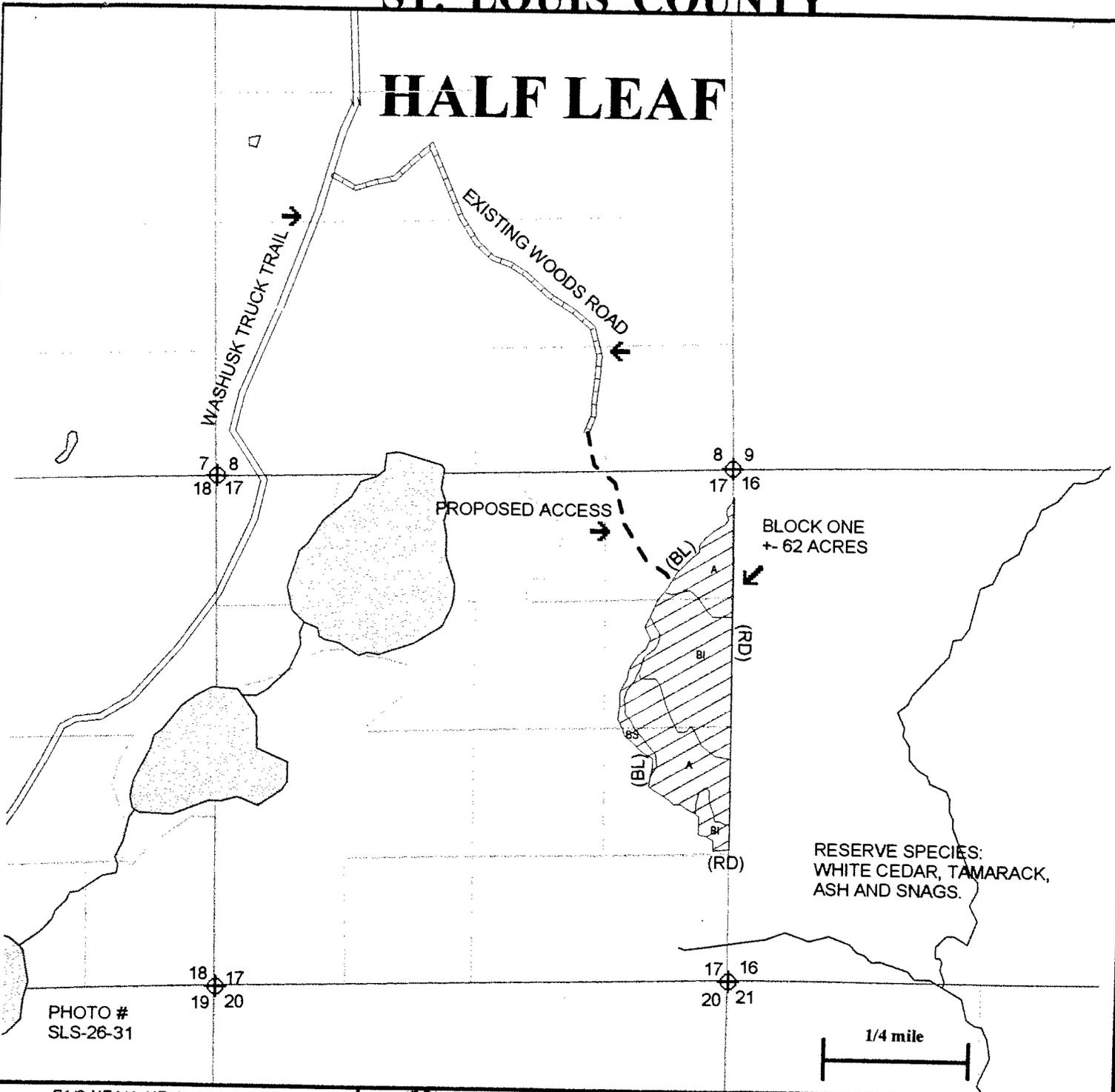
BY: Mark Weber  
Land Commissioner Representative

BY: Thomas M Salzer  
Its: Forester for

DATE: 3-11-03

# ST. LOUIS COUNTY

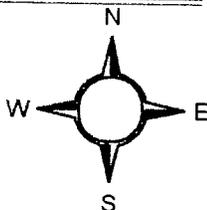
## HALF LEAF

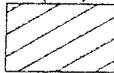


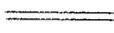
DATE E1/2-NE1/4, NE1/4-SE1/4, SEC 17,  
T55N, R15W

DATE 12/11/02

PREPARED BY: McCOURTNEY



(RD)  -HARVEST AREA-CCT-HARVEST  
 BOUNDARIES PAINTED RED OR BLUE

 -GRAVEL ROAD

 -EXISTING WOODS ROAD

 -PROPOSED ACCESS (NEW CONSTRUCTION)

^ -ASPEN COVER TYPE

BI -BIRCH COVER TYPE

BS -BLACK SPRUCE COVER TYPE

4 inches = 1 mile

# POST MANAGEMENT REPORT

**Sale Name:**

**Closeout Year:**

**Section(s):**

**Township-Range:**

**Contract Number:**

**Number of Blocks:**

**Block 1 Acres:**

**Season of Operation-Block 1:**

**Block 2 Acres:**

**Season of Operation-Block 2:**

**Block 3 Acres:**

**Season Of Operation-Block3:**

**Block 4 Acres:**

**Season of Operation-Block 4:**

**Block 5 Acres:**

**Season of Operation-Block 5:**

**Total Acres:**

**Major Species:    Second Species:    Third Species:    Fourth Species:    Fifth Species:**

	Aspen	Balsam	Black Spruce		
<b>Acres:</b>	<input type="text" value="661.4"/>	<input type="text" value="11.8"/>	<input type="text" value="3.9"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>Age at Harvest:</b>	<input type="text" value="60"/>	<input type="text" value="54"/>	<input type="text" value="75"/>	<input type="text"/>	<input type="text"/>
<b>Site Index:</b>	<input type="text" value="63"/>	<input type="text" value="55"/>	<input type="text" value="48"/>	<input type="text"/>	<input type="text"/>
<b>Cords/Acre:</b>	<input type="text" value="15"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Insect/Disease:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Soil Texture:</b>	<input type="text" value="Sandy Clay"/>
<b>Physiography Class:</b>	<input type="text" value="Mesic-Good Site"/>
<b>Regeneration Survey Year:</b>	<input type="text" value="0"/>
<b>Survey Type</b>	<input type="text"/>
<b>Stocked</b>	<input type="text" value="Yes"/>
<b>Prescription</b>	<input type="text" value="No Treatment"/>
<b>Treatment</b>	<input type="text"/>
<b>Condition:</b>	<input type="text" value="Site is Established"/>

<b>Sale Purchaser:</b>	<input type="text"/>
<b>Sale Operator:</b>	<input type="text"/>
<b>Felling Equipment:</b>	<input type="text"/>
<b>Skidding Equipment:</b>	<input type="text"/>
<b>Operational Methods:</b>	<input type="text"/>
<b>Slash Treatment:</b>	<input type="text"/>
<b>After Harvest Activities:</b>	<input type="text"/>
<b>Other Activities:</b>	<input type="text"/>

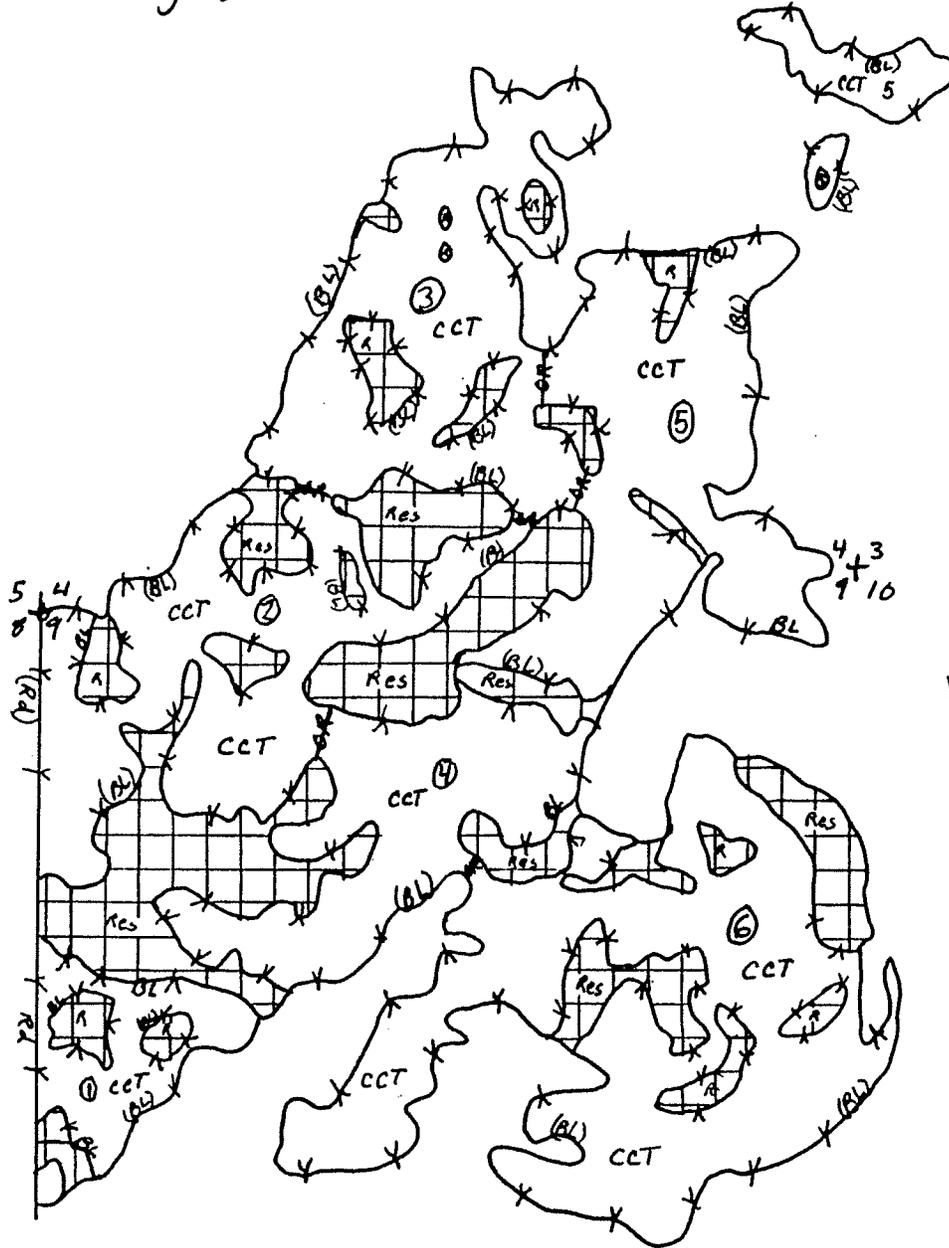
**Potential Problems:**

**Special Management Considerations:**

4+3

C1987 0049

Bigfoot (Right) Sale



DRAFT

SECS. 3, 4, 9+10  
 TWP. 55 RGE. 15  
 SCALE: 4" = 1 mile  
 UNIT: \_\_\_\_\_ DATE 3-26-87  
 PREPARED BY Hedberg



LEGEND

CCT - Clearcut  
 Res - Reserve  
 ④ - Block NO.  
 (BL) Painted Cutting Blue Boundary

◆ Sec. Corner Capped pipe

## POST MANAGEMENT REPORT

**Sale Name:** BIGFOOT SALE S

**Closeout Year:** 1991

**Section(s):** 7,8,17

**Township-Range:** 55-15

**Contract Number:** C19 ~~81050~~ 221870019

**Number of Blocks:** 3

**Block 1 Acres:** 153

**Season of Operation-Block 1:** ?

**Block 2 Acres:** 113

**Season of Operation-Block 2:**

**Block 3 Acres:** 11

**Season Of Operation-Block3:**

**Block 4 Acres:** 24.5

**Season of Operation-Block 4:**

**Block 5 Acres:** 375.6

**Season of Operation-Block 5:**

**Total Acres:** 677.1

**Major Species:    Second Species:    Third Species:    Fourth Species:    Fifth Species:**

	Aspen	Balsam	Black Spruce		
<b>Acres:</b>	<span style="border: 1px solid black; padding: 2px;">661.4</span>	<span style="border: 1px solid black; padding: 2px;">11.8</span>	<span style="border: 1px solid black; padding: 2px;">3.9</span>	<span style="border: 1px solid black; padding: 2px;">0</span>	<span style="border: 1px solid black; padding: 2px;">0</span>
<b>Age at Harvest:</b>	<span style="border: 1px solid black; padding: 2px;">60</span>	<span style="border: 1px solid black; padding: 2px;">54</span>	<span style="border: 1px solid black; padding: 2px;">75</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
<b>Site Index:</b>	<span style="border: 1px solid black; padding: 2px;">63</span>	<span style="border: 1px solid black; padding: 2px;">55</span>	<span style="border: 1px solid black; padding: 2px;">48</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
<b>Cords/Acre:</b>	<span style="border: 1px solid black; padding: 2px;">15</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
<b>Insect/Disease:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

**Soil Texture:** Sandy Clay

**Physiography Class:** Mesic-Good Site

**Regeneration Survey Year:** 0

**Survey Type**

**Stocked** Yes

**Prescription** No Treatment

**Treatment**

**Condition:** Site is Established

**Sale Purchaser:**

**Sale Operator:**

**Felling Equipment:**

**Skidding Equipment:**

**Operational Methods:**

**Slash Treatment:**

**After Harvest Activities:**

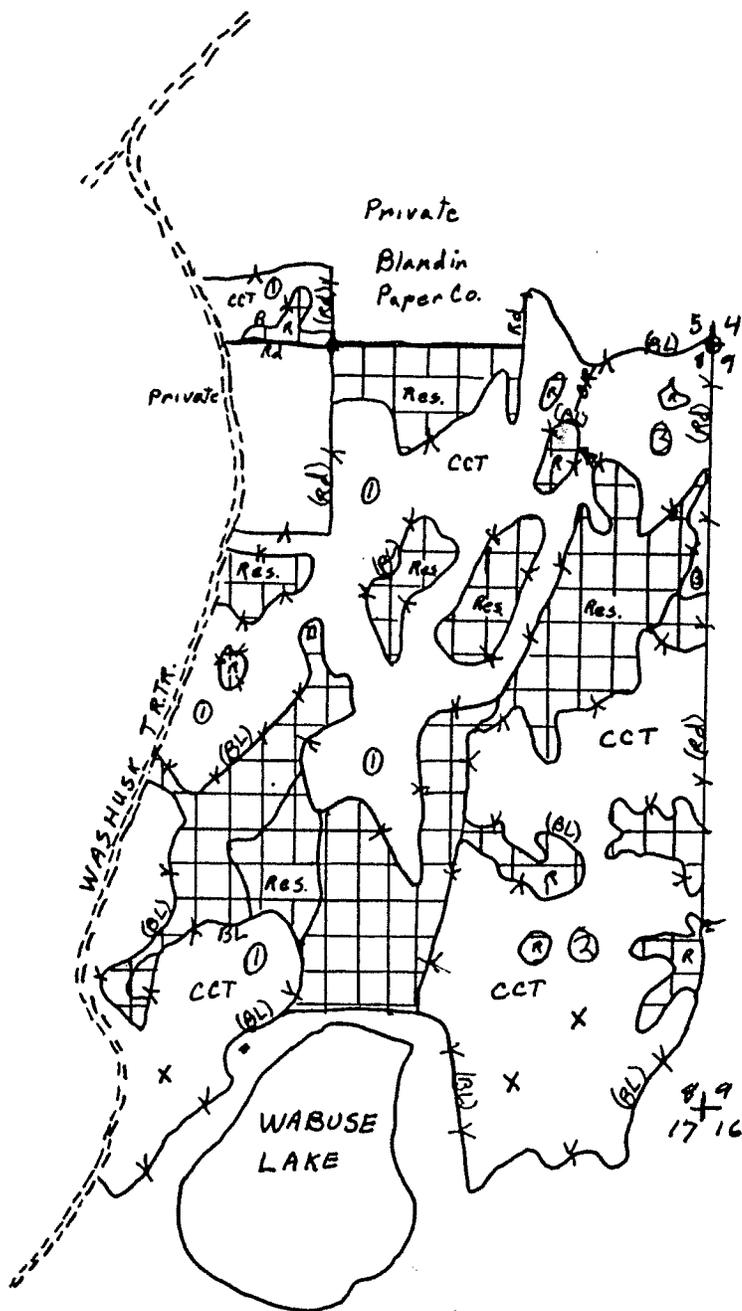
**Other Activities:**

**Potential Problems:**

**Special Management Considerations:**

Bigfoot (Left) Sale

C19870050



**DRAFT**

SECS. 5, 8 + 17  
 TWP. 55 RGE. 15  
 SCALE: 4" = 1 mile  
 UNIT: \_\_\_\_\_ DATE 3-26-87  
 PREPARED BY Hedburg



CCT - Clearcut  
 Res. - Reserve  
 ① - Block No.  
 Painted Cutting Boundary  
 Blue

LEGEND

⊕ Sec. Corner Capped pipe  
 □ Cabin  
 ===== Truck Trail  
 X approximate location of aspen clone to be protected