



**OFFICE OF
AITKIN COUNTY ASSESSOR**
209 2nd ST N.W. Room 111
AITKIN, MINNESOTA 56431
Phone: 218/927-7327 – Fax: 218/927-7379
assessor@co.aitkin.mn.us

County Board of Equalization Appeal Information Sheet

Appointment Time: None (written appeal)

Owner Name: Patricia Peters

Property ID#: 11-0-064410

Physical Address: 44707 230th Lane
Aitkin, MN 56431

Estimated Market Value 2011 Assessment: \$181,200

Classification 2011 Assessment: Residential Homestead

Estimated Market Value 2012 Assessment: \$225,400

Classification 2012 Assessment: Seasonal Recreational Residential

Reason for Appeal: Valuation is too high. Hazelton Township Board of Appeal and Equalization increased valuation due to lake access easement. See attached email letter and copies of current easement and prior lease.

Assessor's Recommendation: No change to valuation.

Comments: The subject has had lake access for approximately 20 years. No added valuation was attributed to this amenity in the past. During the 2012 reassessment of Hazelton Township, this was discovered and the valuation was increased. Property was recently listed for sale for close to the new valuation.

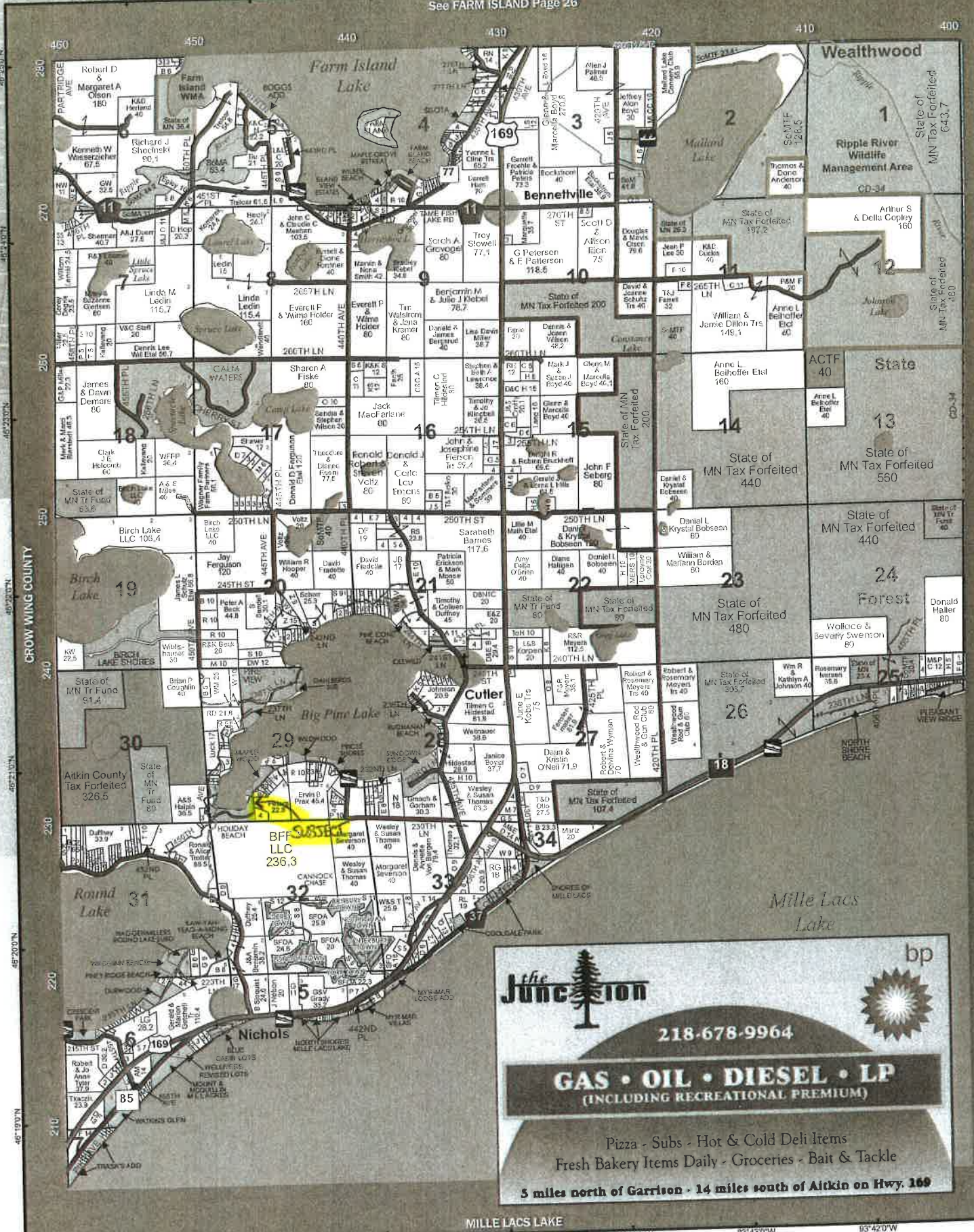
HAZELTON

T.45 & 44N. - R.27W.



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See FARM ISLAND Page 26



the Junction 

218-678-9964

GAS • OIL • DIESEL • LP
(INCLUDING RECREATIONAL PREMIUM)

Pizza - Subs - Hot & Cold Deli Items
Fresh Bakery Items Daily - Groceries - Bait & Tackle

5 miles north of Garrison • 14 miles south of Aitkin on Hwy. 169

See WEALTHWOOD Page 21



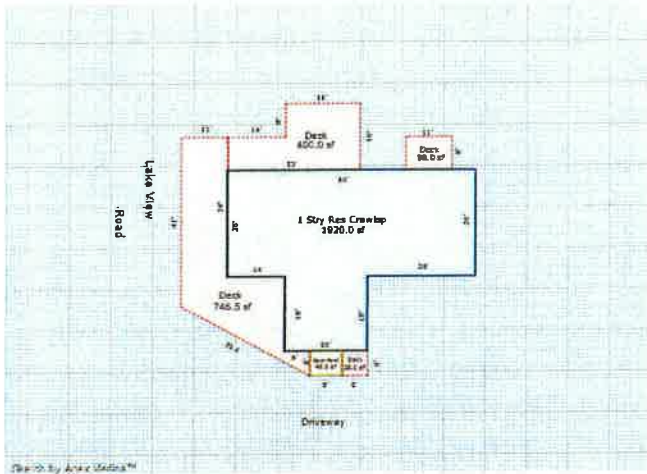
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Peters 11-0-064410

6/11/2012 4:03:53 PM



Scale: 1:2,277



Fee Owner: 92123
 PETERS, PATRICIA GRACE
 Taxpayer: 92123 FALCO:F.O.
 PETERS, PATRICIA GRACE
 44707 230TH LANE
 AITKIN MN 56431
 Primary Address/911 #: 44707 230TH LANE
 AITKIN MN
 Homesteader: 92123 Seq 000
 PETERS, PATRICIA GRACE
 44707 230TH LANE
 AITKIN MN 56431

DISTRICTS:
 Twp/City : 11 HAZELTON TWP
 School : 1 AITKIN

LEGAL DESCRIPTION:
 Sec/Twp/Rge : 29 45.0 27 Acres: 1.75
 PT GOVT LOT 6 (TRACT H) DOC 370101

Parcel notes:
 5/14/2012 LBAOE: COURT ORDERED EASEMENT ACROSS 80' OF PARCEL 11-1-117000 FOR USE OF LAKE BY THIS PARCEL(0-064410). ADJUSTED VALUE UPWARD SINCE EASEMENT IS A BENEFIT TO THIS PROPERTY.

RA

HS CANCELED 3-13-2012 - APP NOT RETURNED REASSESSMENT MAILING
 RA 10/06/2011 SMW: NO ANSWER. CURRENTLY LISTED WITH WEICHERT REALTY FOR \$269,900 (TOTAL OF THREE PARCELS) THE CURRENT OWNER USES THE LAKESHORE ACROSS THE ROAD AS IF THEY OWN IT (HAVE A DOCK, ELEC, SHED) HOWEVER,
 10/27/2011 PER TOM V: NO LAKE ACCESS OR FRONTAGE (WAS LISTED WITH 60' OF FRONTAGE) POSSIBLE DURESS (FORECLOSURE)
 02/19/2010 SMW: CHECKED ALL 3 PARCELS FOR POLE BUILDING ORIGINALLY PERMITTED TO PARCEL 11-0-064410. NONE SEEN. REMOVED FROM CHECKBACKS.

ASSESSMENT DETAILS:		Acres	CAMA	Estimated	Deferred	Taxable
2012 Rcd: 1	Class: 151 Non-Comm Seasonal Residential Recreationa Hstd: 0 cabin MP/Seq: 11-0-064410 000 Own% Rel AG% Rel NA% Dsb%	1.75	74,100	74,100		74,100
			151,316	151,300		151,300
			Total MKT	225,416	225,400	225,400
2011 Rcd: 1	Class: 203 Residential 1 unit Previously SRR Hstd: 1 Residential-Homestead MP/Seq: 11-0-064410 000 Own%100 Rel AG% Rel NA% Dsb%	1.75	23,400	23,400		21,800
			157,810	157,800		147,000
			Total MKT	181,210	181,200	168,800
		10 acres	23,400	23,400		21,800
2010 Rcd: 1	Class: 203 Residential 1 unit Previously SRR Hstd: 1 Residential-Homestead MP/Seq: 11-0-064410 000 Own%100 Rel AG% Rel NA% Dsb%	1.75	23,388	23,400		23,400
			158,792	158,800		158,800
			Total MKT	182,180	182,200	182,200
		10 acres	23,388	23,400		23,400

ASSESSMENT SUMMARY:											
Year Class	Hstd	Land Mkt	Land Dfr	Building	Total Mkt	Total Dfr	Limited Mkt	Limited Dfr	Exemptions	Taxable	New Imp
2012 151	0	74,100		151,300	225,400		225,400			225,400	
2011 203	1	23,400		157,800	181,200		168,800			168,800	
2010 203	1	23,400		158,800	182,200		182,200			182,200	

TAX SECTION:												
Tax Year	Rec Class	NTC	Taxes	RMV	St Gen	Disaster	Powerline	Credits	Ag	Res	Tac	Net Tax

Parcel Nbr: 11-0-064410 10538 PRD Production 2013 Property Assessment Record AITKIN COUNTY 6/11/12 Page 2
 2013 .00 .00 .00 .00 .00 .00 .00 .00 .00
 2012 864.04 79.76 .00 .00 .00 .00 .00 289.80 654.00
 2011 848.52 77.41 .00 .00 .00 .00 120.13 289.80 516.00
 2010 899.47 84.52 .00 .00 .00 .00 78.19 289.80 616.00

CAMA LAND DETAILS: ----- NOTES: -----
 Land market: 11 HAZELTON / ZONE 1 Last calc date/env: 05/14/12 I LAKE BASEMENT FRONTAGE VALUE ADDED FOR THE
 Neighborhood: 11 HAZELTON 1.00 Asmt year: 2013 2012 ASMT; 50% OF BIG PINE BASE RATE
 COG: 92123 1 Ac/FF/SF: 22.77 Lake: 80' FRONTAGE AMOUNT PER RECORDED DESC
 Wid: .00 Dth: 200.00 Avg CER: MD 5/2012
 Land/Unit Type Units Qlt/Acc -Other- OV Base Rate Adj Rate Value Asmt Cd Acreage PTR Value Improvement CER Factors
 Size Comment Df Est/Dfr Est/Dfr Est/Dfr Typ New
 FSITE AC 1.00 20000.00 20000.00 20000 1 151 1.00 15000
 22.77 SV
 HWD-R AC 1.75 1650.00 1996.50 3500 1 151 1.75 12100
 22.77 TW
 01-0157E FF 80.00 550.00 632.50 50600 1 151 .37
 80.00 OV
 Front feet: 80.00 Other Acres: 2.75 Totals: 74,100
 FF/SF acres: .37 CAMA acres: 3.12 Mineral:

CAMA SUMMARY: -----
 Schedule: 2013 Insp/By/Cmp: 05/14/2012 SW R
 Neighborhood: 11 HAZELTON
 Nbr Typ Subtype Description Size Class Qlt Last Calc H/G Est Value New Imp
 1 RES 1-3 1920 D 065 3/21/2012 B 151,061
 2 OTH SHED BARN STYLE 1 D 3 3/21/2012 B 255
 Estimated land value : 74,100
 Mineral value :
 Improvement value . . . : 151,316
 Total value : 225,416

CAMA IMP DETAILS: 1 RES 1-3 DEPRECIATION PCT GOOD FACTORS: NOTES: -----
 House/Garage: Schedule: 2013 Physical: .90 RA 10/6/2011: APPEARS TO BE WELL MAINTAINED
 Construction class/Quality: D 065 Functional incurable85 - CURRENTLY LISTED - POSSIBLE DURESS - NOT
 Actual/Effective year built: 1994 Economic: 11 .85 SURE OF INTERIOR CONDITION. EA FROM 95 TO
 Condition: Additional77 90
 Total percent good77
 1999 ADDITION 18X20
 PER LISTING - NEWER SHINGLES IN 2006

Characteristics/Areas	Mid Len	Units	Str	Fdt	Val	OV	Rate	RCN	Sum	PD	Curable	%Cmp	%New	New Imp	RCNLD
005 COLOR GRN GREEN															
010 FOUNDATION CS CRAWLSPACE															
020 STYLE															
025 STORIES															
030 SHAPE 711 7-11CORNER															
040 CONST FR FRAME															
050 EXT WALL 1 LAP LAP SIDING															
055 EXT WALL 2															
060 ROOF STYLE GBL GABLE															
070 ROOF COVER AS ASPHALT															
080 WINDOW 1 DH DOUBLE HNG															
085 WINDOW 2 CA CASEMENT															
090 FURN. TYPE															
100 INT WALL 1															
105 INT WALL 2															
110 BEDROOMS 3 THREE															
115 FLOR CVR 1															
118 FLOR CVR 2															
125 BATHROOMS 3 THREE															
130 EK BATH FX															
140 WALK OUT															
150 CENTRL AIR Y YES							1,500.00		1,500	1		1.00			1,148
160 BSMT FIN															
170 FIREPLACE 2							4,000.00		4,000	1		1.00			3,060
180 LUXURY FIX															
200 TUCK UNDER N NO															
210 EXTRA KIT.															
BAS BASE AREA 065 D-6.5 RES 18 20 360							94.56		34,042	1		1.00			26,042
BAS BASE AREA 065 D-6.5 RES 26 60 1560							94.56		147,514	1		1.00			112,848
DK DECK 5 8 11 88							5.00		440	1		1.00			337
DK DECK 8 400							8.00		3,200	1		1.00			2,448
DK DECK 8 747							8.00		5,976	1		1.00			4,572

Parcel Nbr: 11-0-064410 10538 PRD Production 2013 Property Assessment Record AITKIN COUNTY 6/11/12 Page 3
 _DK DECK 8 6 6 36 8.00 288 1 1.00 220
 _OP OPEN PORCH 3 8 6 48 10.50 504 1 1.00 386

Ground BAS area: 1,920 Totals: 197,464 151,061
 Effective ground BAS rate: 72.34

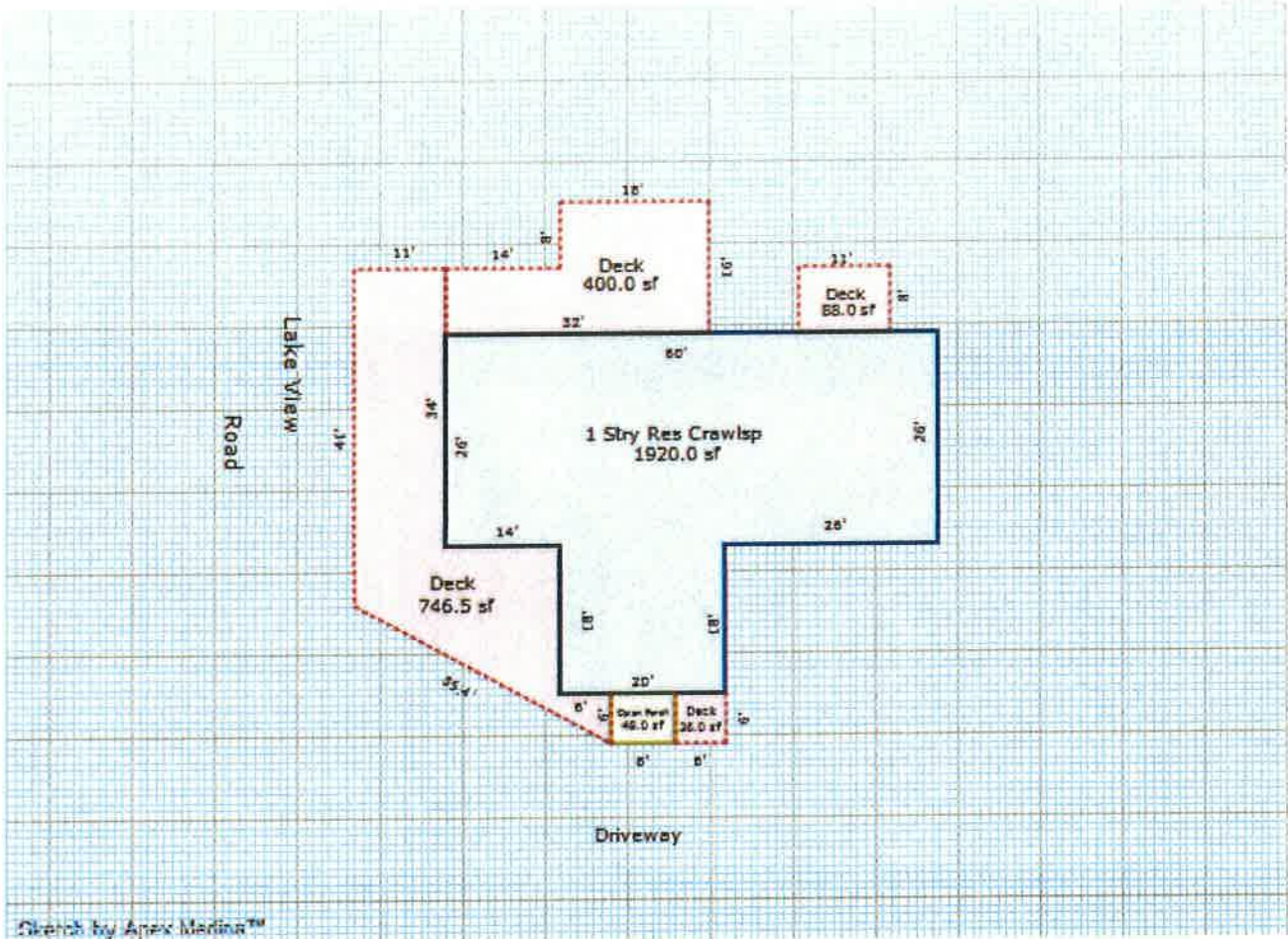
CAMA IMP DETAILS: 2 CTH SHED BARN STYLE DEPRECIATION PCT GOOD FACTORS: NOTES: -----
 House/Garage: Schedule: 2013 Physical: 1.00 GREEN FRAME BUILT SHED BY LAKE W GAMBREL
 Construction class/Quality: D 3 Functional incurable ROOF, ASPHALT SHINGLES, VERTICAL PLYWOOD
 Actual/Effective year built: Economic: 11 .85 EXT AND ELEC.
 Condition: Additional Total percent good85
 ---- Characteristics/Areas --- Mid Len Units Str Edt Wal OV Rate RCN Sum PD Curable %Cmp %New New Imp RCNLD
 _BAS SHED 3 \$300 SHED 1 300.00 300 1 1.00 255

Ground BAS area: 1 Totals: 300 255
 Effective ground BAS rate: 255.00

Field check value: Appraiser's initials: Date of inspection:







Mike Dangers

From: Marcia Hills [marcia.hills@co.aitkin.mn.us]
Sent: Tuesday, June 12, 2012 8:21 AM
To: 'Stacy Westerlund'; 'Mike Dangers'
Subject: FW: Aitkin County Assessor Letter - c/o Mike Dangers

Marcia Hills, Clerical
Aitkin County Assessor's Office
209 2nd St NW, Room 111
Aitkin MN 56431

Phone: 218-927-7327
Fax: 218-927-7379

From: Patti Peters [<mailto:1truegem@comcast.net>]
Sent: Monday, June 11, 2012 5:14 PM
To: Aitkin Assessors
Subject: Fwd: Aitkin County Assessor Letter - c/o Mike Dangers

Dear Sirs,

I am writing you in response to a letter I received from your office dated May 29th regarding my lake access easement located in Hazelton Township, Aitkin County affecting parcel numbers 11-0-064401, 11-0-064411 and 11-0-064410. I cannot attend your board meeting this Tuesday, June 12th due to a previous out of town engagement, so please accept this email as my response to said letter above as I was denied my request for a continuance.

It was decided to increase my property tax amount based on the fact that this property now has access to Big Pine Lake. The fact is, my property has had access to Big Pine Lake through a 99 year lease since 1993 that was purchased from Mike and Ann Giles, the property owners of the lakeshore. The documents for said lease were officially notarized and recorded in Aitkin County on October 21, 1996. Therefore I am appealing this ruling and asking you to reverse this decision. This lease was also included as part of my 2002 divorce settlement whereby Judge Zimmerman granted the lease be transferable to me as part of that settlement, under Dissolution of Marriage case file number F9-01-645.. The recent easement filing was a renegotiated settlement with Mr. and Mrs. Giles, and in fact decreased my lakeshore frontage access, but in no way did it allow access to Big Pine Lake that I did not enjoy previously through the prior recorded lease agreement. I am sending a separate email from my Attorney Henry Brucker with the attachment of both the original General Lease and the new modified Easement for you to review. Please contact me with any concerns or questions.

Thank you for your time and consideration in this matter.

Sincerely,

Patricia Grace Peters
Cell: 610-675-6717
Email: 1truegem@comcast.net

CONFIDENTIALITY NOTICE:

This e-mail communication and any attachments may contain proprietary and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure or distribution is prohibited.

If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

407905 FILED OCT 14 '11 AT 9:11 AM Diane M. Lafferty, County Recorder

EASEMENT AGREEMENT

This Easement Agreement is made on the 7th day of July, 2011, by and between Darrin M. Giles and Julie Giles, husband and wife; Daniel R. Giles, a single person; and Michael H. Giles and Anne Giles, husband and wife, their heirs, successors and assigns (collectively referred to herein as "Grantors"), hereby grant to Patricia Grace Peters a/k/a Patricia G. Peters, a single person, her heirs, successors and assigns, (referred to herein as "Grantee").

WHEREAS, Grantors desire to grant to Grantee and Grantee desires to obtain from Grantors a permanent, non-exclusive easement for ingress, egress, recreational use, the use and maintenance of an existing shed and the use and maintenance of an existing dock over, under and across the real property legally described on EXHIBIT A attached hereto and incorporated herein by reference under the terms and conditions set forth herein; and

WHEREAS, Grantors and Grantee desire to terminate the Easement and Option and Lease memorialized on Title Certificate No. 2158 as Document Nos. 3697 and 3700 respectively.

NOW THEREFORE, Grantors and Grantee hereby agree as follows:

- I
1. Grantors hereby grant unto Grantee a permanent, non-exclusive easement for pedestrian ingress and egress, recreational use, the use and maintenance of an existing shed, and the use and maintenance of an existing dock over, under and across that certain real property located in the County of Aitkin, State of Minnesota, legally described as follows:

→ See EXHIBIT A attached hereto and incorporated herein by reference.

2. The permanent, non-exclusive easement described in Paragraph 1 above shall run with the land, burden the Grantor's property, and inure to the benefit of that certain real property located in the County of Aitkin, State of Minnesota, and legally described as follows:

TRACT H

A That part of Government Lot 6, Section 29, Township 45, Range 27, Aitkin County, Minnesota, described as follows:

Beginning at a point on the east line of said Government Lot 6 distant 33.00 feet south of the northeast corner of said Government Lot 6; thence on an assumed bearing of south along the east line of said Government Lot 6 a distance of 604.40 feet; thence North 30 degrees 49 minutes 56 seconds west a distance of 172.31 feet; thence South 46 degrees 54 minutes 30 seconds West a distance of 776.90 feet; thence South 04 degrees 38 minutes 25 seconds West a distance of 36.86 feet to the actual point of beginning of the tract to be described; thence continuing on said bearing of South 04 degrees 38 minutes 25 seconds West a distance of 150.49 feet; thence North 89 degrees 57 minutes 30 seconds West a distance of 503.80 feet to the easterly right of way line of the public road dedicated in the plat of Holiday Beach; thence Northerly along said easterly right of way line to its intersection with a line bearing North 89 degrees 57 minutes 30 seconds West from the actual point of beginning; thence South 89 degrees 57 minutes 30 seconds East a distance of 512.87 feet to the actual point of beginning.

TRACT I

A That part of Government Lot Six (6), Section Twenty-nine (29), Township Forty-five (45), Range Twenty-seven (27), described as follows:

Beginning at a point on the east line of said Government Lot 6, distant 33.00 feet South of the northeast corner of said Lot 6; thence on an assumed bearing of South along the east line of said Government Lot 6 a distance of 604.40 feet; thence North 30 degrees 49 minutes 56 seconds West a distance of 172.31 feet; thence South 46 degrees 54 minutes 30 seconds West a distance of 776.90 feet; thence South 04 degrees 38 minutes 25 seconds West a distance of 187.35 feet to the actual point of beginning of the tract to be described; thence continuing on said bearing of South 04 degrees 38 minutes 25 seconds West a distance of 200.00 feet; thence North 84 degrees 10 minutes 45 seconds West a distance of 490.26 feet to the easterly right of way line of the public road dedicated in the plat of Holiday Beach; thence Northerly along said easterly right of way to its intersection with a line bearing North 89 degrees 57 minutes 30 seconds West from the point of beginning; thence South 89 degrees 57 minutes 30 seconds East a distance of 503.80 feet to the actual point of beginning.

3. In the event that Tract H and Tract I should ever come under separate ownership in the future, then the permanent, non-exclusive easement described in Paragraph 1 above shall run with Tract H only and burden Grantor's property but shall not run with Tract I or in any way benefit Tract I. In the event of that Tracts H and I ever come under separate ownership in the future, the owner of Tract I shall not have any of the rights or privileges to use the easement area which the owner of Tract H may have or enjoy under this agreement.
4. The permanent, non-exclusive easement described in Paragraph 1 above shall be limited to the owner, as said ownership may change from time to time, of Parcels H and I as described in Paragraph 2 above, the immediate family of said owner, the permanent occupants of said Parcels H and I if other than the owner, and the guests of said owner or said permanent occupants. Guests are intended to include occasional invitees to said owner's or said permanent occupant's home, and not anyone by virtue of their permanent residency in the Big Pine Lake area.

5. Grantee shall be responsible to maintain and mow the easement area, and shall further provide any and all reasonably necessary maintenance relative to the dock and the shed. In the event that Grantee fails to provide such reasonably necessary maintenance, and such failure continues for thirty (30) days after written notice from Grantor to Grantee, then Grantor may provide such reasonably necessary maintenance and shall be entitled to reasonable compensation from Grantee for the value of such reasonably necessary maintenance.
6. The usage of the dock located in the easement area of the easement described in Paragraph 1 above shall be limited to watercraft owned by the owner or the permanent occupant of Parcels H and I as described in Paragraph 2 above if said owner does not occupy said Parcels H and I.
7. Grantee's existing sign that reads "A Little Bit of Heaven on the Lake" shall be allowed to stay even if it is not located within the boundaries of the easement described in Paragraph 1 above. The right of Grantee to use and maintain said sign shall be governed by the easement granted herein if the sign is within the easement area, or by the limited license if the sign is outside the easement area..
8. In addition to the permanent, non-exclusive easement described in Paragraph 1 above, Grantors hereby grant Grantee a limited license for the purpose of maintaining and mowing that portion of Lot 21 of the Plat of Holiday Beach lying North of the northerly line of the easement described in Paragraph 1 above, including the flag pole if it is not located within the easement area. In the event that Grantee does not maintain and mow said portion of Lot 21 consistent with the reasonable requirements of Grantor, then upon written notice by Grantor to Grantee of the failure to so

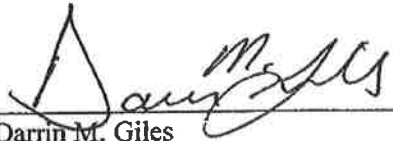
maintain and the failure of Grantee to remedy that failure within thirty (30) days of such notice, the limited license shall be terminated. In the event of the termination of said limited license, Grantee shall have no further obligation to maintain any portion of Lot 21 of the Plat of Holiday Beach lying North of the Northerly line of the easement described in Paragraph 1 above.

9. The Easement and Option and Lease that are memorialized on Certificate of Title No. 2158 as Document Nos. 3697 and 3700 respectively are hereby terminated and null and void in all respects. It shall not be necessary nor required for any party to file any other document with the Aitkin County Registrar of Titles to evidence the termination of said Document Nos. 3697 and 3700. The parties shall cooperate in any effort necessary to remove the memorialization of Document Nos. 3697 and 3700 from the Certificate of Title No. 2158.

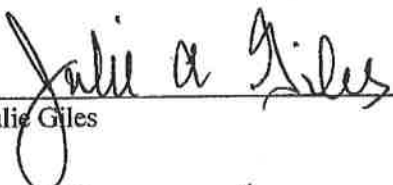
~~and void in all respects. It shall not be necessary nor required for any party to file any other document with the Aitkin County Registrar of Titles to evidence the termination of said Document Nos. 3697 and 3700. The parties shall cooperate in any effort necessary to remove the memorialization of Document Nos. 3697 and 3700 from the Certificate of Title No. 2158.~~

GRANTORS:

Date: 8-9-11


Darrin M. Giles

Date: 8-9-11


Julie Giles

Date: 8-9-11


Daniel R. Giles

Date: 8-9-11


Michael H. Giles

Date: 8-9-11


Anne Giles

STATE OF MINNESOTA }
COUNTY OF Dakota } ss.

On this 9th day of August, 2011, before me, a Notary Public within and for said County, personally appeared Darrin M. Giles and Julie Giles, husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Kari Ellen Johnson
Notary Public

STATE OF MINNESOTA }
COUNTY OF Dakota } ss.

On this 10th day of August, 2011, before me, a Notary Public within and for said County, personally appeared Daniel R. Giles, a single person, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Kari Ellen Johnson
Notary Public

STATE OF MINNESOTA }
COUNTY OF Dakota } ss.

On this 9th day of August, 2011, before me, a Notary Public within and for said County, personally appeared Michael H. Giles and Anne Giles, husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Kari Ellen Johnson
Notary Public

EXHIBIT A

Land Description

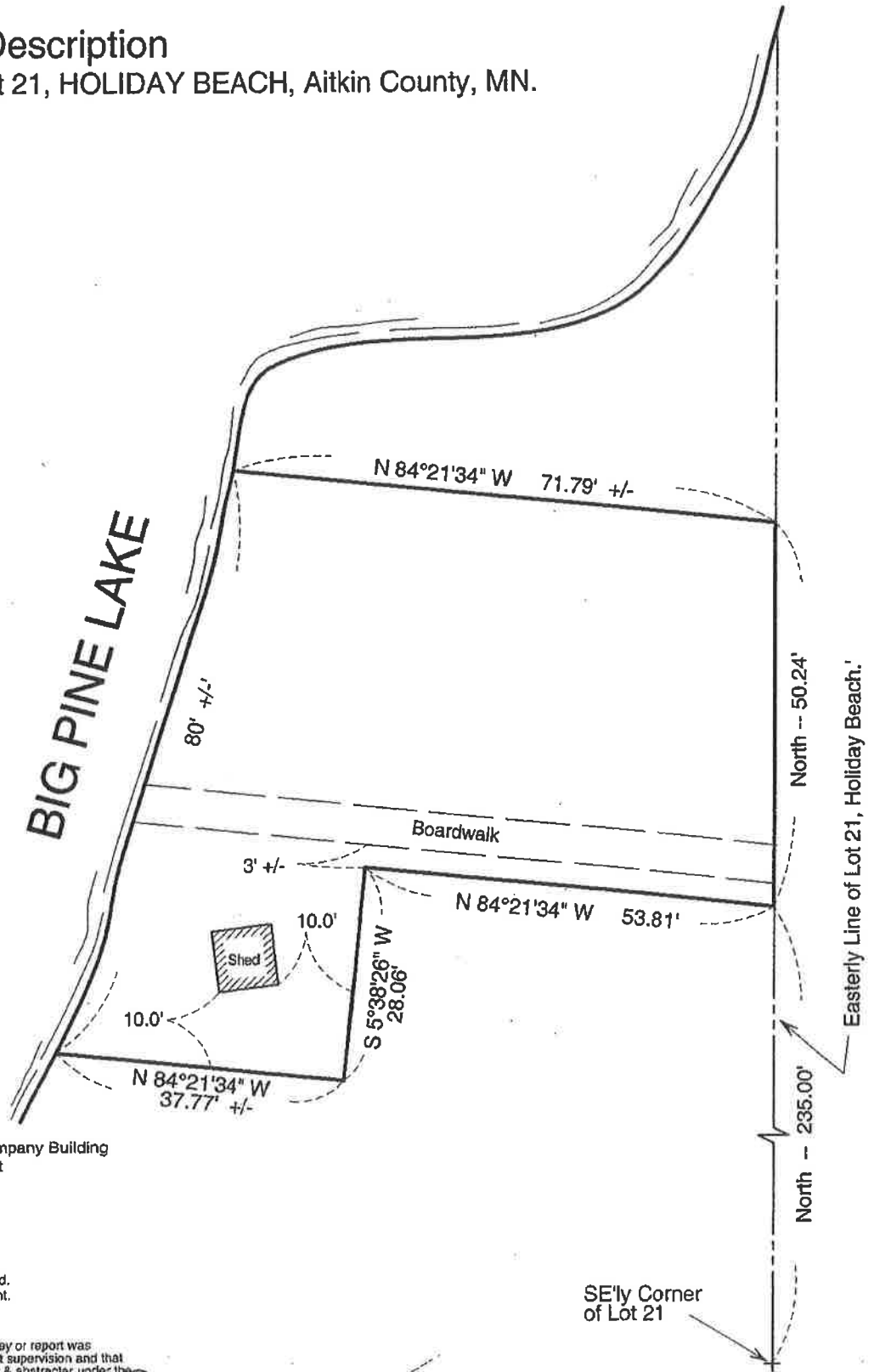
1
A perpetual easement for pedestrian ingress/egress, recreational use, use and maintenance of existing shed and use and maintenance of existing dock upon and across that part of Lot 21, HOLIDAY BEACH, according to the recorded plat thereof, described as follows:

Commencing at the Southeasterly Corner of said Lot 21; thence North, on an assigned bearing, along the Easterly Line of said Lot 21, a distance of 285.24 feet, to the **actual point of beginning** of the tract described; thence South, a distance of 50.24 feet; thence North 84 degrees 21 minutes 34 seconds West, a distance of 53.81 feet; thence South 05 degrees 38 minutes 26 seconds West, a distance of 28.06 feet; thence North 84 degrees 21 minutes 34 seconds West, a distance of 37.77 feet, more or less, to the shoreline of Big Pine Lake; thence Northeasterly, along said shoreline, a distance of 80 feet, more or less, to its intersection with a line bearing North 84 degrees 21 minutes 34 seconds West, from the actual point of beginning; thence South 84 degrees 21 minutes 34 seconds East, to the actual point of beginning.

Aitkin County, Minnesota.

Sketch of Description

Of a part of Lot 21, HOLIDAY BEACH, Aitkin County, MN.



Terry J. Betley
 Land Surveyor
 Aitkin County Abstract Company Building
 112 Third Street Northwest
 Aitkin, Minnesota 56431

Graphic Scale: 1 inch = 20 feet.
 Bearing Datum is Local Assumed.
 ● Denotes found iron monument.
 ○ Denotes set iron monument.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor & abstractor under the laws of the State of Minnesota.

Terry J. Betley, Minnesota Registration No. 15811 & 19
 Date: JUNE 9, 2011

Note: This Sketch of Description is based solely upon the Certificate of Survey prepared by Landecker & Associates dated 1/13/1999 and signed by David S. Landecker LS Minnesota Registration No. 17008.



GENERAL LEASE

This is a lease. This Lease is dated 10-2, 19 95. It is a legal agreement between the Tenant and the Landlord to rent the property described below. The word LANDLORD as used in this Lease means Michael H. Giles and the Landlord's address is HCl, Box 33B, Hwy 169, Garrison MN 56450. The word TENANT as used in this Lease means Walter Nau

This Lease is a legal contract that can be enforced in court against the Landlord or the Tenant if either one of them does not comply with this Lease.

1. Description of Property. The Property is located at Garrison in the County of Aitkin, State of Minnesota, on property described as follows:

That part of Lot 21, Holiday Beach, Aitkin County, Minnesota, lying North of a line described as follows: from the Southeast corner of said Lot 21, thence North along the East Line 210 feet to the point of beginning, then West to the shore of Big Pine Lake, which entails total lakeshore rights of 140 feet. Lease is transferable to whomever purchases property from Mr. Nau and thereafter.

2. Term of Lease. This Lease is for a term of 99 years beginning on 10-2, 1995, with option of 99 more years to whomever owns property for the same terms.

3. Rent.

a. Amount. The rent for the property is Five and 00/100ths Dollars (\$ 5.00) per year

b. Payment. The rent payment for each month must be paid before 10th of each month at Landlord's address. Landlord does not have to give notice to Tenant to pay the rent.

4. Right of Entry. Landlord and Landlord's agents may enter the property at reasonable hours to repair or inspect the Property and perform any work that Landlord decides is necessary. In addition, the Landlord may show the Property to possible or new Tenants at reasonable hours during the last ten (10) days of the Lease term. Except in the case of an emergency, Landlord shall give Tenant reasonable notice before entering the Property.

5. Surrender of Premises. Tenant shall give Landlord possession of the Property when this Lease ends. When Tenant moves out, Tenant shall leave the Property in as good a condition as it was when the Lease started, with the exception of reasonable wear and tear.

6. Default. If Tenant does not pay the rent or other amounts when due or if Tenant violates any agreement in this Lease, Landlord may take possession of the Property. If Tenant does not move out, Landlord may bring an eviction action. The Landlord may rent the Property to someone else. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses for re-renting the Property and second to pay any amounts Tenant owes under this Lease. Tenant shall be responsible for paying the difference between the amount of rent owed by Tenant this Lease and the amount of rent, if any, received by Landlord from the new tenant plus the expenses paid by the Landlord, including court costs and attorneys fees.

If Tenant violates a term of this Lease and Landlord does not terminate this Lease or evict Tenant, Landlord may still terminate this Lease and evict Tenant for any other violation of this Lease. If this Lease is for a residence, Tenant agrees that (a) Tenant will not unlawfully allow controlled substances in the Apartment; and (b) the common area and building in which the House or Apartment is located will not be used by the Tenant or others acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law including, Minn. Stat. Chapter 152. This agreement by Tenant is not violated if a person other than Tenant possesses or allows controlled substance in the House or Apartment or in the common areas or building if an Apartment unless the Tenant knows or has reason to know of the of the activity.

7. Abandoned Personal Property. When Landlord recovers possession of the Property, then Landlord may consider Tenant's personal property on or in the Property to also have been abandoned. Landlord may then dispose of the personal property in any manner that the Landlord thinks is proper. Landlord shall not be liable to Tenant for disposing of the personal property.

8. Heirs and Assigns. The terms of this Lease apply to the Tenant and Landlord. The terms of this Lease also apply to any heirs or legal representatives of Tenant or Landlord and any person to whom this Lease is assigned.

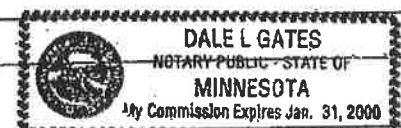
LANDLORD: [Signature]
Michael H. Giles

TENANT: [Signature]
Walter Nau

STATE OF MINNESOTA } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this 10-2 day of 10-2, 1995

by Michael H. Giles and Walter Nau



(Signature of Person Taking Acknowledgement)
[Signature]
(Title or Rank)

1995
3700
Walter H. Nau
13641 A
Dapfen, Minn 55327

THIS INSTRUMENT WAS DRAFTED BY:
Ronald R. Bradley
(Name)
12340 Grouse Street NW
(Address)
Minneapolis MN 55448-1944

RECORDED
TRACT INDEX
GRANTOR
GRANTEE
COMPARED

1-18-01

STATE OF MINN. }
County of Aitkin }

I hereby certify that the within instrument was filed in my office this 21 day of October, A. D. 1996 at 9 A.M.

[Signature]
Registrar of Titles
by [Signature] Notary Public Deputy
ENTERED AS MEMORIAL

ON CERT. No. 2158
OLD CERT. No. _____ CANCELLED
NEW CERT. No. _____ ISSUED.