



RIGHT-OF-WAY EASEMENT

Date OCTOBER 12, 2007

FOR VALUABLE CONSIDERATION, TERENCE M. FOGARTY, TRUSTEE OF THE
(Names of Owners)

TERENCE M. FOGARTY TRUST DATED SEPTEMBER 14, 2005
(Co-owner/Spouse)

for themselves and their successors and assigns ("Owner"), hereby convey(s) to Lake Country Power, a member owned utility under the laws of the State of Minnesota, its successors and assigns ("Lake Country"), the perpetual easement and right to enter upon the lands of the Owner in the County of ST. LOUIS, State of Minnesota, described as follows (the "Property"):

Township 63 NORTH; Range 16 WEST; Section S 27 & 34;

Legal Description:

THOSE PORTIONS OF LOTS 1-10 BLOCK 1 OF TOWERING PINES
SUBDIVISION AS SHOWN ON THE ATTACHED CERTIFICATE
OF SURVEY, EXHIBIT A.

1. Purpose and Extent of Easement:

The easement is for erecting, operating, maintaining, repairing, rebuilding and burying overhead and underground electric distribution lines and related facilities including but not limited to signal lines, poles, wires, cables, handholes, manholes, transformer enclosures, concrete pads, transformers, connection boxes, and such other accessories and appurtenances as may be desirable in connection therewith (the "Facilities") over, under or on the Right-of-Way and all abutting streets, roads and highways. The Right-of-Way is defined as ___ feet on each side of the **centerline** of the Facilities existing and to be constructed, but in no event shall it be less than the width on each side of the **centerline** of the following: (a) 10 feet for underground lines; (b) 20 feet for overhead, single phase primary lines; (c) 5 feet for overhead secondary lines; and (d) 25 feet for overhead primary three phase lines. The easement includes such joint use or occupancy of the easement as Lake Country may permit for electrification or other purposes.

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2. Lake Country's Right of Access:

Lake Country has the right of ingress to and egress from the Right-of-Way over the Owner's adjacent lands and lying between public or private roads and the Right-of-Way, such right to be exercised in such manner as occasions the least practicable damage and inconvenience to Owner.

3. Lake Country's Right to Maintain Facilities:

Lake Country has the right to construct new Facilities and extensions of existing Facilities within the Right-of-Way. Lake Country has the right to inspect, remove, repair, improve and make such changes, alterations, substitutions and additions to the Facilities as it determines advisable. Owner agrees that all the Facilities remain Lake Country's property, removable at its option.

4. Lake Country's Duty to Restore:

After completing any construction or maintenance of the Facilities, Lake Country will restore the Property as nearly to its original condition as may be practical under the Code. If underground construction is utilized, Lake Country will furnish information showing location of the Facilities on an "as built" basis.

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5. **Lake Country's Right to Clear and Maintain the Right-of-Way:**

Lake Country has the right to clear and maintain the Right-of-Way, and when necessary, the adjacent lands of Owner, of trees, shrubs, brush, stumps, roots and other obstructions that may endanger the Facilities including the right to cut down all dead, weak, leaning or dangerous trees that are tall enough to strike any part of the Facilities in falling. Lake Country has the right to maintain the Right-of-Way to the extent and in the manner that Lake Country in its sole discretion determines advisable, including by chemical, mechanical or hand clearing methods. Lake Country has the right to keep the Right-of-Way clear of all buildings, structures, or other obstructions, and has the right to correct any violation of National Electric Code (the "Code") requirements caused by construction of any buildings, structures, fences or other obstructions within the Right-of-Way, each at the Owner's expense.

6. **Grade Changes and Damage by Owner:**

If grade changes are made by the Owner, which make it necessary for Lake Country to relay or relocate any of the Facilities, the cost of such changes will be paid by the Owner. The Owner is responsible for the cost of any repairs to the Facilities caused by the action of the Owner.

7. **Easement to Run With the Land:**

The Owner reserves unto themselves, their successors and assigns, the full right to take, use, and enjoy the Property in every manner not inconsistent with this easement. This easement shall run with the land and will be binding on the heirs, administrators, successors and assigns of the Owner. The Owner agrees to disclose to their successors in title the existence of this easement. The Owner covenants that they are the owners of the Property and that the Property is free and clear of encumbrances and liens of any character except those held by the following persons:

IN WITNESS WHEREOF, Owner has signed this easement this 12th day of OCTOBER, 2007.



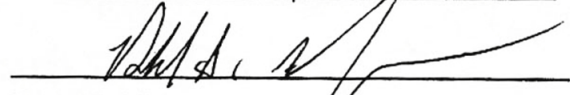
Member
**TERENCE M. FOGARTY, TRUSTEE
OF THE TERENCE M. FOGARTY
TRUST DATED SEPTEMBER 14, 2005**

Co-owner/Spouse

This instrument was drafted by:
**Lake Country Power,
a member owned utility
2810 Elida Drive
Grand Rapids, Minnesota 55744**

WISCONSIN
STATE OF MINNESOTA)
COUNTY OF ST LOUIS)

This instrument was acknowledged before me this 12th day of October, 2007 by Terence M. Fogarty



Notary Public
My Commission Expires April 18, 2010



311245.0 311246.0 311247.0 311248.0
311249.0 311250.0 311251.0

Registrar of Titles
St. Louis County, Minnesota
Certified Filed on
11/06/2007 at 1:02 PM as
Document No. 845009.0
Affecting Certificate(s) of Title
311242.0 311243.0 311244.0
Mark A. Monacelli
Registrar of Titles
By D Ide Deputy
TFR 110947



845009

DO NOT REMOVE

STATE OF WISCONSIN)ss.
COUNTY OF ST. CROIX)

**AFFIDAVIT OF TRUSTEE IN
REAL PROPERTY TRANSACTION**

TERENCE M. FOGARTY, being first duly sworn on oath says that:

1. Affiant is the trustee named in that certain filed June 4, 2007, as Document No. 837481, executed by Affiant or another trustee or the grantor of the Trust described in the Certificate of Trust (or set forth in the Trust Instrument) and which relates to the real property in St. Louis County, Minnesota, legally described as follows:

LOTS 1-10, BLOCK 1, TOWERING PINES

2. The name and address of the trustee empowered by the Trust Instrument to act at the time of the execution of this Affidavit are as follows:

**TERENCE M. FOGARTY
1830 RIVER RIDGE ROAD
HUDSON, WI 54016**

3. The trustee who has executed that certain instrument relating to the real property described above between **TERENCE M. FOGARTY**, as trustee, and Lake Country Power dated October 12, 2007;

(a) are empowered by the provision of the trust to sell, convey, pledge, mortgage, lease or transfer title to any interest in real property held in trust; and

(b) are the requisite number of trustees required by the provisions of the trust to execute and deliver such an instrument.

4. The Trust has not terminated and has not been revoked.

5. There has been no amendment to the Trust which limits the power of trustee(s) to execute and deliver the instrument described in Paragraph 3.

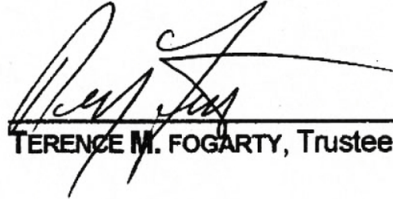
6. The Trust is not supervised by any Court.

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box 9/

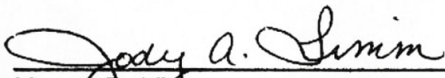
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7. Affiant does not have actual knowledge of any facts indicating that the Trust is invalid.

Dated this 30 day of October, 2007.


TERENCE M. FOGARTY, Trustee

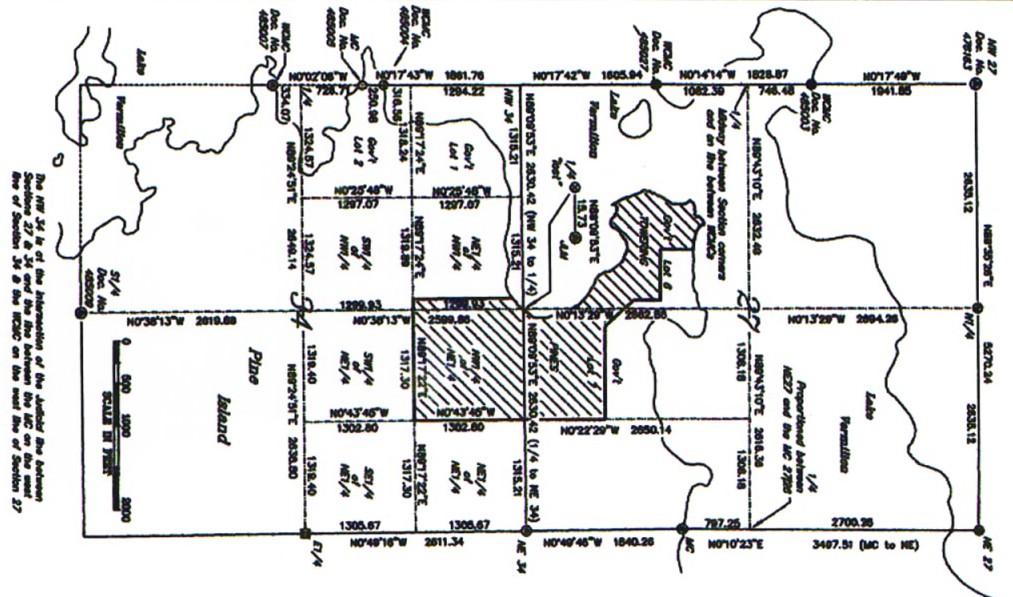
Subscribed and sworn to before me this
30 day of October, 2007.


Notary Public *Comm expires 1-17-*



This instrument prepared by:
Scott C. Neff
Attorney at Law
TRENTI LAW FIRM
1000 Lincoln Building
225 North 1st Street
Post Office Box 958
Virginia, MN 55792

North-South Line of Section 27 & 34, Township 63 North, Range 16 West



The NW 1/4 of the intersection of the shaded line between Sections 27 & 34 and the line between the NE 1/4 of the west line of Section 34 and the east line of Section 27

A 40 foot wide utility easement lying over and across all that part of Lots 1 thru 10 inclusive, in the plot of TOWERING PINES, as recorded in the Office of the St. Louis County Register of Titles, in the County of St. Louis, State of Minnesota, the centerline of said easement being described as follows:

Beginning at a point on the line between Lots 1 and 2 in said plot of TOWERING PINES, said point being 150.00 feet distant from the Southeast corner of said Lot 1; thence S39°43'35"E, a distance of 150.00 feet to the intersection of the ordinary high water line of Lake Vermillion; thence S81°00'50"E, a distance of 543.84 feet; thence S40°52'28"E, a distance of 1144.19 feet; thence S81°00'50"E, a distance of 543.89 feet; thence S41°00'50"E, a distance of 543.89 feet; thence S81°00'50"E, a distance of 543.89 feet to an existing pole and there terminating.

SURVEYORS AFFIDAVIT

I, Surveyor, certify that this survey was prepared in accordance with the laws of the State of Minnesota, and that the same is a true and correct copy of the original survey as recorded in the Office of the St. Louis County Register of Titles, in the County of St. Louis, State of Minnesota.

Surveyor's Name: [Signature]

Date: 05-07

A 10 foot wide utility easement lying over and across all that part of Lots 1 and 2, in the plot of TOWERING PINES, as recorded in the Office of the St. Louis County Register of Titles, in the County of St. Louis, State of Minnesota, the centerline of said easement being described as follows:

Beginning at the intersection of the Lot line between said Lots 1 and 2 in said plot of TOWERING PINES and the ordinary high water line of Lake Vermillion; thence S39°43'35"E, a distance of 10 feet and there terminating.

A 10 foot wide utility easement lying over and across all that part of Lots 3 and 4, in the plot of TOWERING PINES, as recorded in the Office of the St. Louis County Register of Titles, in the County of St. Louis, State of Minnesota, the centerline of said easement being described as follows:

Beginning at the intersection of the Lot line between said Lots 3 and 4 in said plot of TOWERING PINES and the ordinary high water line of Lake Vermillion; thence N54°29'24"E, a distance of 11 feet and there terminating.

A 10 foot wide utility easement lying over and across all that part of Lots 5 and 6, in the plot of TOWERING PINES, as recorded in the Office of the St. Louis County Register of Titles, in the County of St. Louis, State of Minnesota, the centerline of said easement being described as follows:

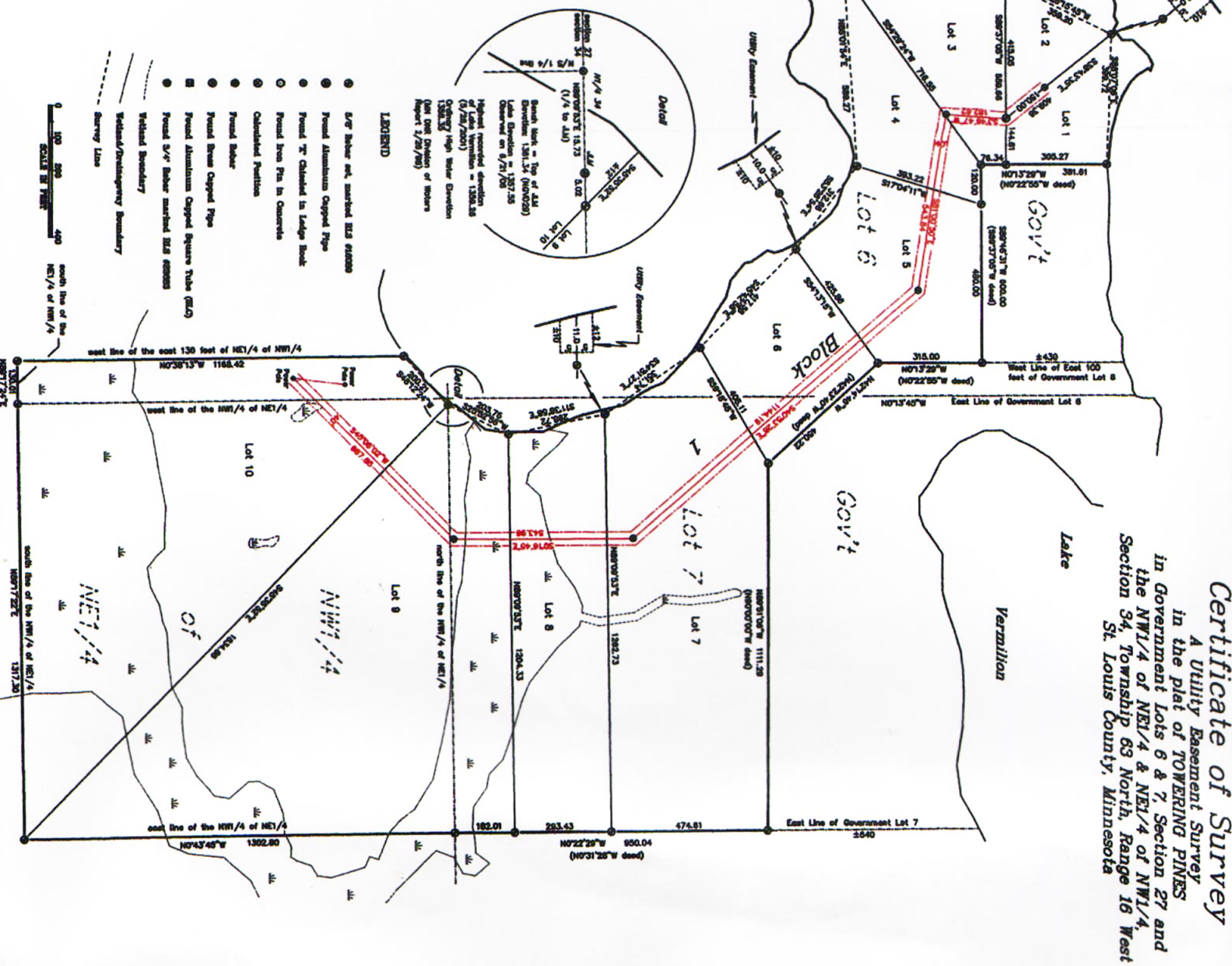
Beginning at the intersection of the Lot line between said Lots 5 and 6 in said plot of TOWERING PINES and the ordinary high water line of Lake Vermillion; thence N54°29'24"E, a distance of 10 feet and there terminating.

A 10 foot wide utility easement lying over and across all that part of Lots 7 and 8, in the plot of TOWERING PINES, as recorded in the Office of the St. Louis County Register of Titles, in the County of St. Louis, State of Minnesota, the centerline of said easement being described as follows:

Beginning at the intersection of the Lot line between said Lots 7 and 8 in said plot of TOWERING PINES and the ordinary high water line of Lake Vermillion; thence N89°06'53"E, a distance of 11 feet and there terminating.

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Certificate of Survey
 A Utility Easement Survey
 in the plot of TOWERING PINES
 in Government Lots 6 & 7, Section 27 and
 the NW1/4 of NE1/4 & NE1/4 of NW1/4,
 Section 34, Township 63 North, Range 16 West
 St. Louis County, Minnesota



LEGEND

- 1/4" Baher set, marked BLS station
- Found Aluminum Capped Pipe
- Found "C" Capped in Ledger Book
- Found Iron Pin in Concrete
- Calculated Position
- Found Baher
- Found Three Capped Pipes
- Found Aluminum Capped Square Tube (SAT)
- Found 1/4" Baher marked BLS station
- Wetland Boundary
- Wetland/Prescriptive Boundary
- Survey Line