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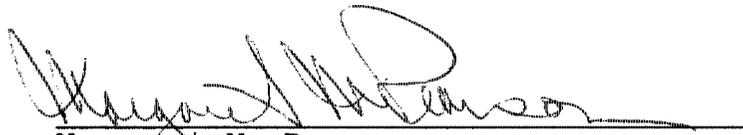
DEC 10 1992 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Fourth Supplemental Indenture dated June 1, 1950 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson
Notary Public, State of Wisconsin
My Commission expires March 19, 1995
Telephone: (414) 221-2235

(SEAL)

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WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

Fourth Supplemental Indenture

DATED JUNE 1, 1950

**First Mortgage Bonds,
2¾% Series Due 1980**

18035/8
RECORDED AND FILED 1420

DEC 10 1992 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

WISCONSIN ELECTRIC POWER COMPANY

Fourth Supplemental Indenture Dated June 1, 1950

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SUPPLEMENTAL INDENTURE, dated the first day of June, Nineteen hundred and fifty (1950) made by and between **WISCONSIN ELECTRIC POWER COMPANY**, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and **FIRST WISCONSIN TRUST COMPANY**, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946 and March 1, 1949, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust prior to the date hereof as follows:

(1) \$55,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1968, all of which have been redeemed prior to the date of execution hereof;

(2) \$50,000,000 principal amount of First Mortgage Bonds, 2⅝% Series due 1976 (herein called the "Bonds of 1976 Series"), which are described in the Supplemental Indenture dated June 1, 1946 (hereinafter called the "Supplemental Indenture of June 1, 1946"), all of which are outstanding at the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds, 27/8% Series due 1979 (herein called the "Bonds of 1979 Series"), which are described in the Supplemental Indenture dated March 1, 1949 (hereinafter called the "Supplemental Indenture of March 1, 1949"), all of which are outstanding at the date of execution hereof;

and

WHEREAS, simultaneously with the execution and delivery of this Supplemental Indenture, the electric properties of Wisconsin Natural Gas Company (formerly named Wisconsin Gas & Electric Company), comprising its "Utility Plant" in the Uniform System of Accounts for Electric Utilities (Classes A and B) prescribed by the Public Service Commission of Wisconsin, have been transferred to and vested in the Company and the lien of said company's Mortgage and Deed of Trust dated April 1, 1936 upon said properties has been released, and said mortgage has been discharged and cancelled; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provision of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 23/4% Series due 1980" (hereinafter called the "Bonds of 1980 Series"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the

Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Original Indenture additional properties acquired by the Company; and to add to the covenants and agreements of the Company contained in the Original Indenture other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of this trust by the Trustee and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of this Supplemental Indenture, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Original Indenture as amended by all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor, purport and effect, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over, ratified and confirmed and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over, ratify and confirm unto First Wisconsin

Trust Company, as Trustee, and to its successors in trust under the Indenture forever, all and singular the following described properties (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

FIRST.

The following described parcels of real estate, all of which are located in the State of Wisconsin in the respective counties hereinafter specified:

A. *Real Estate conveyed to the Company by Wisconsin Natural Gas Company (formerly Wisconsin Gas & Electric Company):*

RACINE COUNTY.

1. *Sturtevant Substation*: All that part of Block 3, Original Townsite of Corliss, described as follows: Commencing at the southwest corner of said Block on the northerly line of Michigan Avenue, running thence easterly along the north line of Michigan Avenue 721.17 feet to a point of beginning of this description; thence north parallel with the One-quarter section line of Section 21, Township 3 North, Range 22 East, 140.93 feet to the southerly line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as it exists at present; thence easterly along the southerly line of said right-of-way 40 feet; thence south 140.93 feet to the north line of Michigan Avenue; thence westerly 40 feet to the point of beginning.

2. *Union Grove Substation*: All that part of the Northwest One-quarter of Section 20, Township 3 North, Range 21 East, bounded as follows: Beginning at the northwest corner of said Section 20; running thence east on the north line of said section 77 feet; thence south parallel to the west line of said section 50 feet; thence west parallel to the north line of said section 77 feet to a point on the west line of said section; thence north along said west section line 50 feet to the point of beginning.

3. *Caledonia Substation*: All that part of the Southwest One-quarter of Section 18, Township 4 North, Range 22 East, described as follows: Commencing at a point on the north line of said Southwest One-quarter section, which point is 528

feet east of the west line of said Southwest One-quarter section, running thence south parallel to the west line of the said One-quarter section 160 feet; thence east parallel to the north line of said One-quarter section 60 feet; thence north parallel to the west line of said One-quarter section 160 feet to the north One-quarter section line; thence west along the north One-quarter section line 60 feet to the place of beginning.

4. *Burlington Rural Substation*: All of Lot 8, Block 14, of Perkins South Park Addition to the City of Burlington, according to the plat thereof on record in the office of the Register of Deeds for Racine County.

5. *Burlington Office and Storeroom*: All that part of the Northwest One-quarter of Section 32, Township 3 North, Range 19 East, described as follows: Commencing at a point on the northerly line of Pine Street in the City of Burlington, 2 feet southeasterly of the easterly line of the brick building used as a water reservoir by said City of Burlington; running thence South $58^{\circ} 10'$ East along the northerly line of Pine Street 230 feet to a point which is 140.59 feet northwesterly from the intersection of the north and south One-quarter section line of said section and the northerly line of Pine Street, said point being also on the westerly line of the property described in Volume 122 of Deeds, Page 256, Racine County Registry; thence North $31^{\circ} 50'$ East along the westerly line of the property described in said Volume 122, approximately 88 feet to the former high water line of the White River; thence easterly along said former high water line approximately 50 feet to a point on the southerly line of the Wisconsin Central Railway Company's right-of-way, said point being 50 feet southerly from the center line of the main track of said Railway Company, measured at right angles thereto; thence North $58^{\circ} 10'$ West along said Railway Company's southerly right-of-way line to a point 106.35 feet North $31^{\circ} 50'$ East from the point of beginning; thence South $31^{\circ} 50'$ West, 106.35 feet to the point of beginning, said parcel of land being part of the old Mill Property as recorded in Volume 170 of Deeds on Page 84, Racine County Registry.

6. *Racine General Office Building*: The South One-half of Lot 6 and all of Lots 7 and 8 in Block 8 of the Original Plat of Racine as surveyed by Moses Vilas, subject to a public alley over the west 7 feet thereof.

7. *Racine Pole Storage Yard*: The south 125 feet of Block 29 of Sage's Addition to the City of Racine and all that part of Block 26 of said Addition, described as follows: Beginning at the southwest corner of said Block, said point being 240 feet east of the northeast corner of Union and Liberty Streets; running thence north along the west line of said Block 125 feet; thence east parallel to the south line of said Block (north line of Liberty Street) 66.57 feet; thence south 125 feet to a point on the north line of Liberty Street; thence west along the north line of Liberty Street 66.49 feet to the point of beginning.

KENOSHA COUNTY.

8. *Albers Street Substation*: All of Block 6, Bonnie Hame First Subdivision, in the City of Kenosha.

9. *Main Street Substation*: All that part of Block 14, original plat of Southport (now Kenosha) and vacated street adjacent, described as follows: Commencing at the southeast corner of Lot 8 in Block 14 in the Sixth (formerly Fourth) Ward of said City of Kenosha; running thence northerly along the east line of said Block a distance of 117.5 feet to a point 0.5 foot east and 1 foot north of the northeast corner of the building standing on the premises herein described, on August 5, 1893; thence $91^{\circ} 29'$ left, 41.5 feet to a point 1 foot north of, and 1 foot west of the northwest corner of said building; thence $87^{\circ} 46'$ left, 162 feet; thence $90^{\circ} 44'$ left, 13 feet; thence $55^{\circ} 40'$ left, 55 feet to the point of beginning, lying in the Southeast One-quarter of Section 31, Township 2 North, Range 23 East of the Fourth principal meridian. Also that part of Block 14 commencing at a point on the west line of Old Main Street in said Block in the Sixth Ward of the City of Kenosha, and in the Southeast One-quarter of Section 31, Township 2 North, Range 23 East, which is 14 feet northerly of the southeast corner of Lot 5 in said Block and at the northeast corner of the premises owned and occupied by the Kenosha Gas and Electric Company, on the 5th day of May, 1906; running thence northeasterly along the said west line of said Old Main Street a distance of 56.2 feet to the southeast corner of Lot 3, in said Block 14, thence northeasterly upon said last named line extended a distance of 42 feet; thence left $89^{\circ} 25'$, a distance of 63.25 feet; thence left 90° , a distance of 97.2 feet; thence left $2^{\circ} 2'$, a dis-

tance of 162 feet; thence left $91^{\circ} 41'$, a distance of 4.6 feet; thence left $89^{\circ} 30'$, a distance of 162.7 feet, thence right $91^{\circ} 47'$, a distance of 41.5 feet to the point of beginning; subject, however, to all the streets and alleys.

10. *Pleasant Prairie Substation:* All that part of the Northwest One-quarter of Section 17, Township 1 North, Range 22 East, bounded as follows: Commencing at a point where the northerly line of the Kenosha-Wilmot Road intersects the southerly line of the road running westerly into the village of Pleasant Prairie and which lies southerly of and adjacent to the right-of-way of the Chicago and North Western Railway Company; running thence southwesterly along the northerly line of said Kenosha-Wilmot Road 100 feet; thence north 71.2 feet to the southerly line of the road running westerly into the village of Pleasant Prairie; thence easterly along the southerly line of said road 83.35 feet to the point of beginning.

11. *Salem Substation:* That part of the Southwest One-quarter of Section 23, Township 1 North, Range 20 East, bounded as follows: Commencing at the intersection of the north line of said One-quarter Section with the center of the concrete in the Salem and Antioch Road as laid in 1927; running thence east along the north line of said One-quarter Section 145.2 feet; thence south at a right angle to the above course 84.75 feet; thence west parallel to said north line of said One-quarter Section 120.3 feet to the center line of the said concrete pavement; thence northerly along said center line 88.2 feet to the point of beginning.

12. *South Kenosha Substation:* All that part of the North One-half of the Northeast One-quarter of Section 24, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, described as follows: Commencing at a point on the north and south One-quarter section line (which is the easterly right-of-way line of the Chicago, North Shore and Milwaukee Electric Railway Company) 187.2 feet south of the center line of the Town Hall Road, as now located running east and west along the north line of said section; running thence easterly at right angles to said One-quarter section line 107 feet to a point; thence south parallel to said One-quarter section line 114.16 feet to a point on the center line of the Spring Brook Road (or the public highway from the City of Kenosha to Dexter's Corners); thence southwesterly along the center line of the last mentioned highway 130.09 feet to a point on said north and

south One-quarter section line (or the easterly right-of-way line of said Chicago, North Shore and Milwaukee Electric Railway Company); thence north along said One-quarter section line (or right-of-way line) 188.15 feet to the point of beginning, said parcel of land containing .371 acres of land, more or less.

13. *Silver Lake Substation*: All that part of the Southwest One-quarter of Section 5, Township 1 North, Range 20 East, Town of Salem, described as follows: Beginning at a point on the south line of said One-quarter section or the south line of said section 82.5 rods (1,361.25 feet) west of the southeast corner of said One-quarter section thereof; running thence north parallel to the east line of said One-quarter section 160 feet; thence east parallel to the south line of said One-quarter section 100 feet; thence south parallel to the east line of said One-quarter section 160 feet to a point on the south line of said One-quarter section; thence west along said section line 100 feet to the point of beginning.

14. *Berryville Substation*: That part of the Southwest One-quarter of Section 5, Township 2 North, Range 23 East, Town of Somers, described as follows: Beginning at the point of intersection of the easterly right-of-way line of the Chicago and North Western Railway Company and the center line of the Dearsley Road; running thence easterly along the center line of the said Dearsley Road 65 feet; thence southerly parallel to said railway right-of-way line 100 feet to a point; thence westerly parallel to the center line of Dearsley Road 65 feet to a point on the said easterly right-of-way line; thence northerly along said railway right-of-way line 100 feet to the point of beginning.

15. *Public Service Building*: All of Lots 2 and 3, Block 31, Original Plat of Southport, now City of Kenosha.

16. *Kenosha Service Building*: All that part of Block 87, Original Plat of Southport (now Kenosha), bounded as follows: Beginning at a point on the westerly line of Sheridan Road, which point is 70.07 feet north of the northerly line of Fifty-second Street; running thence west 292.19 feet to a point on the easterly line of Tenth Avenue, which point is 70 feet north of the northerly line of Fifty-second Street; thence north along the easterly line of Tenth Avenue 55 feet; thence east parallel to the northerly line of Fifty-second Street 122 feet; thence north parallel to the easterly line of Tenth Avenue 60 feet; thence west parallel to the northerly line of Fifty-second

Street 2 feet; thence north parallel to the easterly line of Tenth Avenue 30 feet; thence west parallel to the northerly line of Fifty-second Street 120 feet to the easterly line of Tenth Avenue; thence north along said easterly line of Tenth Avenue 142 feet to the center line of Pike Creek; thence easterly along the center line of said Pike Creek to the westerly line of the right-of-way formerly owned by The Milwaukee Electric Railway and Light Company; thence southeasterly along said right-of-way line to the west line of Sheridan Road; thence South $1^{\circ} 18'$ West, 205.2 feet along the west line of Sheridan Road to the point of beginning.

17. *Kenosha Pole Storage Yard*: All that part of Block 89, Original Plat of Southport (now Kenosha), bounded as follows: Beginning at a point on the westerly line of Tenth Avenue, which point is 300 feet north of the northerly line of Fifty-second Street and on the south line of said Block 89; running thence west along the south line of Block 89 and parallel to the northerly line of Fifty-second Street 112.04 feet to a point, said point being the southeast corner of the land of the Chicago and North Western Railway Company; thence northeasterly along the easterly line of said Railway Company's property 166.45 feet; thence easterly parallel to the south line of Block 89, 77.11 feet to the center line of Pike Creek; thence southeasterly along the center line of Pike Creek to a point on the westerly line of Tenth Avenue; thence southerly along the westerly line of Tenth Avenue 89.5 feet to the point of beginning.

WALWORTH COUNTY.

18. *Elkhorn City Substation*: All that part of Block 4, Elderkin's Addition, City of Elkhorn, described as follows: Beginning at the northwest corner of said Block; running thence east along the north line of said Block 132.5 feet; thence south parallel to the west line of said Block 113.75 feet to the southerly line of said Block; thence northwesterly along the southerly line of said Block 146.50 feet to the southwest corner of said Block; thence north along the west line of said Block 60 feet to the point of beginning; said parcel of land being Lots 1, 2, 3 and 4, and part of Lot 5 in said Block 4.

19. *Franklyn Street Substation*: All that part of the Northwest One-quarter of Section 9, Township 4 North, Range

15 East, described as follows: Commencing at a point on the west line of said Section 9, which point is $5\frac{1}{2}$ rods north of the southwest corner of said Northwest One-quarter of Section 9; running thence east and parallel to the south line of said Northwest One-quarter of Section 9, 266 feet to a point; thence north and at right angles to said south line of said Northwest One-quarter of Section 9 to the grist mill pond; thence westerly along the south shore of said pond to the west line of said Section 9; thence south along said west line of said Section 9 to the place of beginning.

20. *Whitewater Office Building*: Lot 2 in Block 3 in the Village (now City) of Whitewater.

WAUKESHA COUNTY.

a. *Real Estate Situated in City of Waukesha*

21. *Waukesha Steam Plant, Substation and Storage Yard*: All that part of Block "A", Bergeler's Addition to the City of Waukesha, described as follows: Beginning at a point on the westerly line of Barstow Street at the intersection of the northerly line of Cherry Street; running thence northwesterly along the westerly line of Barstow Street 182.5 feet to the southerly line of Cutler's Alley (vacated); thence southwestwardly along said southerly line of said Alley 135 feet; thence southeasterly along the westerly line of Lot 3 in said Block "A" 123.66 feet to a point on the northerly line of Cherry Street; thence northeasterly along the northerly line of Cherry Street 150 feet to the point of beginning.

Also that land in the City of Waukesha described as follows: Beginning at a point on the northerly line of Cherry Street, which point is 150 feet southwestwardly from the intersection of said northerly line of Cherry Street and the westerly line of Barstow Street (said point being the easterly corner of Lot 4 in said Block "A"); running thence North 50° West along the easterly line of said Lot 4 and the extension thereof approximately 258 feet to a point on the southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southwestwardly along said southerly right-of-way line approximately 83 feet to a point approximately 87 feet northerly of the easterly line of Mary Street, vacated; thence southeasterly along the easterly line of the garage building and said easterly line of the garage building extended approximately 56 feet to the northeasterly corner

of said garage building; thence southwesterly along the garage building 54.5 feet; thence southeasterly along the garage building 9 feet; thence southwesterly along said garage building 33 feet to a point on the easterly line of said Mary Street, vacated; thence North 50° West along said easterly street line 78 feet 10 inches to a point on the southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way; thence southwesterly along said right-of-way 50 feet to a point on the westerly line of Mary Street, vacated; thence South 50° East along the westerly line of Mary Street, vacated, approximately 192 feet to a point on the northerly line of Cherry Street; thence North 63° 15' East along the northerly line of Cherry Street approximately 232.12 feet to the point of beginning.

22. *Waukesha Office*: The East One-half of Lot 7, and the west 20 feet of Lot 8, in Block "H", in John Gale, Jr., William A. Barstow & Robert Lockwood's plat of Prairieville, now the City of Waukesha.

23. *Waukesha Pole Storage*: All that part of the Northeast One-quarter of Section 3, Township 6 North, Range 19 East, and being a part of the Mill Reserve as shown on the plat of the Northwest Addition to Prairieville (now City of Waukesha) as recorded in Page 2, Volume 2 of Plats, Waukesha County Records, bounded and described as follows: Starting at the point of intersection of the southerly line of Edmunds Alley, as shown in said plat, with the easterly line of Bridge Street (now Barstow Street); thence North 64° East along the southerly line of said Alley 98.7 feet to an angle in said Alley; thence North 25° 20' East along the easterly line of said Alley 190 feet; thence South 64° 30' East, 20 feet to the point of beginning of this description; running thence North 25° 20' East parallel to the southerly line of Edmunds Alley and 20 feet therefrom 125 feet; thence South 64° 30' East approximately 70 feet to a point; thence South 17° 42' West approximately 128 feet to a point; thence North 64° 30' West approximately 85 feet to the point of beginning.

b. Other Real Estate in Waukesha County not Situated in City of Waukesha

24. *Quarry Substation*: All that part of the Northwest One-quarter of Section 35, Township 7 North, Range 19 East, bounded and described as follows: Starting at a point on the north and south $\frac{1}{8}$ -line of said Northwest One-quarter section, which point is 1,581.7 feet south of the north line of said North-

west One-quarter section; running thence North $89^{\circ} 52'$ West, 149 feet; thence south 100 feet; thence South $89^{\circ} 52'$ East, 324.95 feet to the center line of the public highway known as State Trunk Highway 164; thence North $22^{\circ} 49'$ East along the center line of said highway 108.3 feet; thence North $89^{\circ} 52'$ West, 217.4 feet to the place of beginning.

25. *Menomonee Falls Substation*: All that part of the Southeast One-quarter of Section 3, Township 8 North, Range 20 East, in the Town of Menomonee and in the Village of Menomonee Falls, described as follows: Commencing at the intersection of the east property line of East Water Street and the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; running thence north on and along the said east property line of East Water Street 75 feet to the point of beginning; thence north 241.70 feet to a point on the north line of the Southeast One-quarter of Section 3; thence east along the north line of said Southeast One-quarter of Section 3, 550.32 feet to a point; thence south parallel to the east property line of East Water Street 318.94 feet to a point on the north line of the said railroad right-of-way; thence west along said north line of the railroad right-of-way 350.32 feet to a point; thence north 75 feet; thence west 200 feet to the place of beginning, subject to street reservation on the north 30 feet thereof.

26. *Merton Substation*: All that part of the Southeast One-quarter of Section 19, Township 8 North, Range 19 East, described as follows: Commencing at the northwest corner of the Southeast One-quarter of Section 19; running thence east on the One-quarter section line 54.75 feet to a point; thence south 56 feet to a point; thence west 54.75 feet to a point on the north and south One-quarter section line; thence north on said One-quarter section line 56 feet to the place of beginning.

JEFFERSON COUNTY.

27. *Watertown Substation, Storeroom and Storage Yard*: All that part of lands in the City of Watertown described as follows: Beginning at the intersection of the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the west line of Second Street; running thence north along the west line of Second Street 56 feet to the southeast corner of the Service Building; thence west along the south line of the Service Building 36 feet; thence south parallel to the west line of Second Street 43 feet to the northerly line of said right-of-way; thence southeasterly along said right-of-way line 38 feet to the point of beginning.

Also all that part of lands in the City of Watertown described as follows: Beginning at a point on the west line of Second Street, which point is 15 feet south of the center line of Clyman Street, vacated; running thence west parallel to the center line of Clyman Street, vacated, 40 feet; thence north parallel to the west line of Second Street 18 feet 7 inches to a point 6 feet southerly from the southerly rail of the spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company measured at right angles thereto, said point being on the southerly line of said Railroad Company's private right-of-way for said spur track; thence northwesterly along said private right-of-way line to a point 7 feet north of the center line of Clyman Street, vacated; thence west parallel to the center line of Clyman Street, vacated, 81 feet; thence south parallel to the west line of Second Street 71 feet; thence west parallel to the center line of Clyman Street, vacated, 56 feet; thence south parallel to the west line of Second Street 35 feet to a point on the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southeasterly along said right-of-way line 157 feet to a point 38 feet northwesterly from the intersection of said right-of-way line and the west line of Second Street; thence north parallel to the west line of Second Street 43 feet to the south line of the Service Building; thence east along the south line of said Service Building 36 feet to a point on the west line of Second Street; thence north along said west line of Second Street 93 feet to the point of beginning.

Also all that part of lands in the City of Watertown described as follows: Beginning at a point on the southerly line of the spur track right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which point is 7 feet north of the center line of Clyman Street, vacated, and 6 feet southerly from the southerly rail of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company spur track measured at right angles thereto, now there in place; running thence northwesterly along said private right-of-way line approximately 196 feet to a point 97 feet north of the north line of Clyman Street, vacated, said point being on the north line of Wisconsin Gas & Electric Company's property; thence west along said property line 26 feet; thence south parallel to the west line of Second Street and along the east edge of an iron fence and the projection south of the same, 83 feet to a point 10 feet south of the center line of the side track of said Railroad Company now there in place; thence west parallel to the

center line of said side track 177 feet to a point on the water's edge of Rock River; thence southerly along said water's edge to its intersection with the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southeasterly along said right-of-way line to a point which is approximately 264 feet west of the west line of Second Street; thence north parallel to the west line of Second Street 77 feet, said last described course being 10 feet west of the west edge of the 150,000 cu. ft. gas holder at its nearest point as now there exists; thence east parallel to the center line of Clyman Street, vacated, 219 feet to the point of beginning.

28. *Fort Atkinson Substation, Pole Storage and Operating Headquarters:* All that part of lands in the City of Fort Atkinson, described as follows: Beginning at the intersection of the center line of South Water Street, vacated, and the east line of Lot 1, Block E, Milo Jones Addition to the City of Fort Atkinson; running thence west along said center line (or the approximate north line of the concrete retaining wall) approximately 120 feet; thence south 7 feet to the north edge of the concrete wall of the gas holder; thence southerly along said concrete wall to a point approximately 47 feet south of the center line of South Water Street, vacated, said point being 100 feet west of the east line of said Lot 1; thence south parallel to the east line of said Lot 1 approximately 36 feet to a point 77.23 feet north of the north line of Milwaukee Avenue; thence east 25 feet; thence south 12 feet; thence east 18 feet to the west line of the gas plant building; thence north along the gas plant building approximately 10.1 feet to the corner of said building; thence east along said building approximately 21 feet to the corner of said building; thence north along said building 27 feet to the corner of said building; thence east along the north line of said building approximately 35 feet to the east line of said Lot 1; thence north along said lot line approximately 60 feet to the point of beginning.

Also the south 30 feet of Lots 2, 3, and 4 of Block 3, Cyrus Curtis Addition to the City of Fort Atkinson. Also, beginning at a point on the north line of Lot 3, Block E, Milo Jones Addition to said City, 6 feet east of the northwest corner thereof; running thence east along the north line of said Lot 3 and the south line of Lot 5, 30 feet; thence north 36 feet; thence east 30 feet to the east line of said Lot 5; thence north 23.4 feet to the northeast corner of said Lot 5; thence west

64.72 feet to a point 1.28 feet east of the southwest corner of Lot 2, Block 3, said Curtis Addition; thence southeasterly 59.58 feet to the point of beginning. Also the north 29.7 feet of South Water Street, vacated, lying adjacent to and south of Lots 3 and 4, Block 3, in the aforesaid Cyrus Curtis Addition.

Also beginning at a point on the south line of Lot 3, Block E, Milo Jones Addition to the City of Fort Atkinson, which point is 16.5 feet east of the west lot line of said Lot 3; running thence east along the south line of said Block E 169.5 feet to a point 12 feet west of the southeast corner of Lot 1 in said Block E; thence northeasterly 38.55 feet to a point on the east line of said Lot 1, which point is 36.63 feet north of the southeast corner of said Lot 1; thence north along the east line of said Lot 1, 10 feet to a point on the south line of the gas plant building extended east; thence westerly along the south line of said gas plant building approximately 57 feet to the southwest corner of said building; thence north along the west side of said building 19.4 feet; thence west 18 feet; thence north 12 feet; thence west 66 feet; thence northwesterly 43 feet to a point 17.5 feet southwest from the southeast corner of Lot 5 in said Block E; thence northeasterly 17.5 feet to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 (or the north line of Lot 3) 30 feet; thence southeasterly 132.40 feet to the point of beginning.

29. *Watertown Hydroelectric Power Plant*: The following described lands in the Eleventh Ward of the City of Watertown: Outlots 37, 38, 40 and 41, the south 50 feet of Outlot 36 and all of Outlot 39, except the northerly 15 feet thereof.

Also all that property lying easterly of Rock River, in the City of Watertown, described as follows: Commencing at a point on the easterly water's edge of the Rock River, which point is 200 feet South $48^{\circ} 46'$ East of the easterly end of the Rough and Ready Dam that exists there at the present time; running thence North $2^{\circ} 15'$ East, 986.7 feet to a point on the southerly line of Mill Street; thence South $88^{\circ} 13'$ West along the southerly line of Mill Street 181.5 feet to the easterly water's edge of the Rock River; thence southerly along said water's edge to the point of beginning.

Also all flowage rights and other rights, if any, acquired from Watertown Gas and Electric Company by Warranty Deed dated September 21, 1915, and recorded in Volume 148, Page 550 et seq., Jefferson County Registry, with respect to the following described properties: That part of the Southwest One-quarter of Section 2, Township 8 North, Range 15 East,

bounded as follows: Beginning at a point in the center of the Watertown Plank Road where the same is intersected by the east line of the West One-half of the East One-half of the Southwest One-quarter of Section 2 aforesaid; running thence North $63^{\circ} 45'$ West along the center line of said Plank Road 240.30 feet to the place of beginning of the land to be herein described; thence South $26^{\circ} 15'$ West on a line 236 feet to the northerly bank of the Rock River; thence downstream along said northerly bank to a creek emptying into the same; thence in a northwesterly direction upstream along said creek to the intersection of the same with the Watertown Plank Road; thence South $74^{\circ} 30'$ East along the center line of said Plank Road 250 feet to a point; thence South $63^{\circ} 45'$ East along the center line of said Plank Road 180.60 feet to the place of beginning. Also Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20 and 21, Wyborny's Addition to the City of Watertown; Lot 2, Seibel's Subdivision of the City of Watertown; Outlot 43 and part of Outlots 44 and 45 in the City of Watertown; one acre in Section 3, Township 8 North, Range 15 East, being a part of Lots 7 and 8 of Nedvidek's Addition to the City of Watertown; Outlots 50, 51, 52, 53, 54, 55, 56, 57, 59 and 60 in the City of Watertown; that parcel of land known as 249 Concord Avenue lying southwesterly of Outlot 50 in the City of Watertown; and Government Lot 4 in Section 11, Township 8 North, Range 15 East. Also all of the South One-half of Section 11, Township 8 North, Range 15 East, lying west of the Rock River, except 15 acres belonging to J. Atherton lying in the southwest corner thereof and except the northerly 40 acres of said South One-half of Section 11 lying westerly of the Rock River. Also 30 acres lying southwesterly of the Rock River in the Southeast One-quarter of Section 14, Township 8 North, Range 15 East; 35.20 acres lying southwesterly of the Rock River principally in the South One-half of Section 14, Township 8 North, Range 15 East; all that part of the East One-half of the East One-half of the Northeast One-quarter of Section 10, Township 8 North, Range 15 East, lying south of the Rock River.

30. *Waterloo Substation:* That parcel of land located in Mead's Subdivision of Block 16, Original Plat of Waterloo, described as follows: Commencing at a point on the east line of Munroe Avenue 408 feet south of the north line of Section 8, Township 8 North, Range 13 East; running thence east parallel to the north line of said section 127 feet to a point on the west line of a 14-foot alley; thence south along the west line of said alley approximately 75.5 feet to the water's edge of

Waterloo Creek; thence westerly along said water's edge to the east line of Munroe Avenue; thence north along the east line of Munroe Avenue approximately 69.2 feet to the point of beginning, together with full riparian rights.

31. *Axtalan Junction Substation*: All that part of the Southwest One-quarter of Section 14, Township 7 North, Range 14 East, described as follows: Beginning at a point on the center line of County Trunk Highway "B" (formerly State Trunk Highway 30), which point is 735.75 feet west of the center line of said Section 14; running thence north along the west line of the property leased by the Libby, McNeil and Libby Company 133 feet; thence west parallel to the One-quarter section line 150 feet; thence south 133 feet to the center line of said highway; thence east along the center line of said highway 150 feet to the point of beginning.

32. *Rome Substation*: All that parcel of land in the unincorporated village of Rome, in Section 17, Township 6 North, Range 16 East, described as follows: Commencing at the northeast corner of Lot 3 in Block 3, according to the recorded plat of said village as laid out by Ambrose Seely in the year 1848; thence running south on the east line of said Lot 4 rods; thence west at right angles with said east line 6 rods; thence north 4 rods; thence east 6 rods to the place of beginning.

33. *Concord Road Substation*: All that part of the Northwest Fractional One-quarter of Section 14, Township 8 North, Range 15 East, Town of Watertown, described as follows: Commencing at the intersection of the north line of said Section 14 and the center line of that certain highway known as County Trunk Highway "E" (Concord Road); running thence North $89^{\circ} 52'$ East on and along said north section line 644 feet to a point; thence South $16^{\circ} 30'$ East, 468.17 feet to a point on the northerly line of the transmission line right-of-way of Wisconsin Electric Power Company; thence North $69^{\circ} 29'$ West on and along said northerly right-of-way line 759.6 feet to a point on the center line of said highway; thence North $19^{\circ} 14'$ West on and along said center line of said highway 194 feet to the place of beginning, excepting the north 16.5 feet of the above-described parcel of land.

34. *Fort Atkinson Radio Transmitter and Antenna*: All that part of Section 19, Town of Koshkonong, described as follows: Commencing at the southeast corner of Section 19, Township 5 North, Range 14 East; running thence North $4^{\circ} 30'$ West

along the east line of said section a distance of 1,880 feet; thence west a distance of 329 feet to the place of beginning of this description; thence continuing west a distance of 125 feet; thence north a distance of 125 feet; thence east a distance of 125 feet; thence south a distance of 125 feet to the place of beginning.

35. *Little Prairie Substation*: All that part of the Southeast One-quarter of Section 36, Township 5 North, Range 16 East, described as follows: Beginning at a point on the east line of said section, said point being 1,317.5 feet north of the southeast corner of said section; running thence west along the south line of the North One-half of the Southeast One-quarter of said section 128 feet; thence north parallel to the east line of said section 100 feet; thence east parallel to the south line of the North One-half of the Southeast One-quarter of said section 128 feet to a point on the east section line; thence south along said section line 100 feet to the point of beginning.

36. *Watertown Office*: That piece of land situated in the Second Ward of the City of Watertown bounded and described as follows: Beginning at the southeast corner of Lot 6, Block 6, Cole, Bailey & Co.'s plat of Watertown, as recorded; thence running north on the east line of said Lot on Third Street 108 feet; thence west on the north line of said Lot 23.5 feet; thence south parallel with the east line of said Lot 108 feet; thence east 23.5 feet to the place of beginning; subject, however, to a right-of-way 4 feet wide across the north end of said described piece of land, as reserved in a deed recorded in the office of the Register of Deeds of Jefferson County.

37. *Fort Atkinson Office*: All that part of original Lot 1, Block 15, Foster's Addition to the Village (now City) of Fort Atkinson, bounded as follows: Beginning at a point on the east line of North Main Street, which point is 74 feet south of the northwest corner of said Lot 1; running thence east parallel to the north line of said Block 83 feet to the west line of a 16-foot alley; thence south along the west line of said alley 44 feet; thence west parallel to the north line of said Block 83 feet to the east line of North Main Street; thence north along said east line of North Main Street 44 feet to the point of beginning, said property also being known as parcels "D" and "E" of a re-subdivision of said Block.

38. *Transmission Line Land*: All of the North One-half of Outlot 9, in the Third Ward of the City of Watertown,

excepting therefrom that part thereof heretofore deeded and described by deed recorded in Volume 104, Page 337, Register of Deeds Office, Jefferson County.

DANE COUNTY.

39. *Deerfield Substation*: All that part of the Southeast One-quarter of Section 9, Township 7 North, Range 12 East, described as follows: Commencing at the intersection of the center lines of State Trunk Highways 30 and 73; running thence east along the center line of said Highway 30 a distance of 108 feet; thence south parallel to the center line of said Highway 73 a distance of 108 feet; thence west to the center line of said Highway 73 a distance of 108 feet; and thence north along said center line 108 feet to the place of beginning.

DODGE COUNTY.

40. *Reeseville Substation*: All that part of the Southwest One-quarter of Section 16, Township 10 North, Range 14 East, described as follows: Commencing at a point on the east line of said Southwest One-quarter section, which point is 41.7 feet north of the southeast corner of said Southwest One-quarter section and is located on the north line of United States Highway 16; running thence southwesterly on the north line of said Highway 75 feet to a point; thence northeasterly 112.71 feet to a point on said east One-quarter section line, which point is 75 feet north of the place of beginning; thence south 75 feet on said east line to the place of beginning.

41. *Lomira Substation*: All that part of Lot 4, Block 1, Buerger's First Addition to the Village of Lomira, described as follows: Beginning at a point on the west line of said Lot 4, 160 feet north of the southwest corner thereof, said southwest corner lying in the center of the highway known as Church Street; running thence east parallel to the south line of said Lot 4 (or the center line of Church Street) 110 feet; thence south parallel to the west line of said Lot 60 feet to a point on the north line of the property sold to Dodge County for highway purposes, said point being 100 feet north of the center line of Church Street; thence west parallel to said center line of Church Street and 100 feet distant therefrom, 110 feet to the west line of said Lot 4; thence north along the west line of said Lot 60 feet to the point of beginning, excepting therefrom the west 50 feet of the above-described parcel of land which has

been heretofore sold to the Village of Lomira for street purposes.

42. *Neosho Substation*: All that part of the Southwest One-quarter of Section 29, Township 10 North, Range 17 East, Town of Rubicon, described as follows: Commencing at the southwest corner of said Section 29 and running thence north on and along the west line of said section 108.9 feet to a point; thence east and parallel with the south line of said section 400 feet to a point; thence south and parallel to the west line of said section 108.9 feet to a point on the south line of said section; thence west on and along said south section line to the place of beginning, containing one acre of land.

43. *Transmission Line Land*: Lot 1, Block 10, as marked and designated on the recorded plat of John F. Bonner's Addition to the City of Watertown; said lands being in the Fifth Ward in the City of Watertown.

Also, commencing at the north line of the Northeast One-quarter of the Northeast One-quarter of Section 31, Township 9 North, Range 15 East, and running thence southeasterly crossing the said Northeast One-quarter of the Northeast One-quarter of Section 31, crossing Outlots 21 and 22, in the Fifth Ward of the City of Watertown, and crossing Lots 2 and 1, Block 15, said Bonner's Addition to the City of Watertown, to the east line of said Lot 1 (the same being Bonner Street); said strip lying and being contiguous to and on the northeasterly side of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as now located and maintained, the northerly line of said strip being parallel with the northerly line of the said right-of-way and 60 feet distant therefrom; except where there is an offset to the north in said railroad right-of-way, 10 feet wide and about 1,500 feet long; the said northerly line of said strip being 50 feet distant from the northerly line of said offset and at all other places 60 feet distant from the northerly line of the said railroad right-of-way; said strip containing 7.16 acres more or less, in the Fifth Ward of the City of Watertown.

Also that strip of land 100 feet in width lying and being contiguous to and on the southwesterly side of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as now located, said strip commencing on the northerly line and running and extending thence southeasterly along said right-of-way to the south line of Outlot 28 and being a strip 100 feet in width contiguous to said right-of-way of the following

described premises: Commencing at the southeast corner of Outlot 28 at the intersection of the south line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the south line of said Outlot 28 (the same being West Division Street) and running and extending westerly along said West Division Street 399.5 feet; thence north 280.5 feet; thence easterly parallel to said West Division Street to the said right-of-way of the said railroad; thence southeasterly along said right-of-way to the place of beginning, according to the plat of Outlots in the Fifth Ward of the City of Watertown.

44. *Distribution Line Land:* The east 50 feet of that part of the Northwest One-quarter of the Southeast One-quarter of Section 10, Township 12 North, Range 17 East, described as follows: Commencing at a point three rods south of the northeast corner of Lot 21 of the original plat of the Village of Theresa, which is the place of beginning; running thence east 8 rods; thence south 7 rods; thence west 7 rods 11 links; thence north 7 rods to the place of beginning.

WASHINGTON COUNTY.

45. *West Bend Substation, Poleyard and Flowage Land:* All that part of the Southeast One-quarter of Section 11, Township 11 North, Range 19 East, in the City of West Bend, described as follows: Beginning at a point on the north line of Division Street, which point is 110 feet east of the southwest corner of Block 3, Weil's Addition to the City of West Bend; running thence easterly on the north line of Division Street 361.4 feet to the water's edge of the Milwaukee River; thence northwesterly along said water's edge to the northerly line of Franklin Street extended east; thence southwesterly along the northerly line of Franklin Street to a point which is 125 feet easterly from the easterly line of Main Street, measured at right angles thereto; thence southeasterly parallel to Main Street 129.5 feet; thence southwesterly parallel to Franklin Street 25 feet; thence southeasterly parallel to Main Street 165.75 feet to the point of beginning, except that parcel of land lying in Franklin Street and all that parcel of land bounded as follows: Beginning at a point on the north line of Division Street 307.4 feet east of the southwest corner of Block 3, Weil's Addition to the City of West Bend, said point being 20 feet easterly of the high water mark of the head race; running thence North 23° 54' West parallel with and 20 feet east of the

high water mark of said head race a distance of 190.83 feet; thence easterly parallel to the north line of Division Street 80 feet; thence South $23^{\circ} 54'$ East, 190.83 feet to the north line of Division Street; thence westerly along the north line of Division Street 80 feet to the point of beginning.

46. *West Bend Operating Headquarters and Flowage Land:* All that part of the Northeast One-quarter of Section 14, Township 11 North, Range 19 East, described as follows: Beginning at a point on the northerly line of Mill Street, which point is 83.5 feet easterly from the southwest corner of Block 2, Weil's Addition to the City of West Bend; running thence North $12^{\circ} 33'$ West, 81.68 feet; thence North $24^{\circ} 12'$ West parallel to the easterly line of Main Street 64 feet; thence North $65^{\circ} 48'$ East, 40 feet; thence North $24^{\circ} 12'$ West, 56 feet; thence North $65^{\circ} 48'$ East, 2 feet; thence North $24^{\circ} 12'$ West, 94.15 feet to the southerly line of Division Street; thence North $89^{\circ} 52'$ East, 141.56 feet to a stone monument set in the year 1896 and which is 1.36 feet north of the south line of Division Street; thence South $10^{\circ} 45'$ East, 126 feet to a point 15 feet east of the Mill Race; thence South $8^{\circ} 35'$ West, 36 feet to a point 15 feet east of the Mill Race and 2.5 feet west of the northwest corner of the factory building; thence South $11^{\circ} 55'$ East, 84.85 feet to the northerly line of Mill Street; thence southwesterly along the northerly line of Mill Street 121.04 feet to the point of beginning, together with the free use of a strip of land about 15 feet wide used as a driveway between Division Street on the north and Mill Street on the south and lying easterly of and adjacent to the above described parcel of land and as described in Volume 56 on Pages 78 to 80, inclusive, Washington County Registry, and excepting from the above description all that parcel of land lying in Division Street and bounded as follows: Beginning at a point on the south line of Division Street 158.05 feet east of the northwest corner of Block 2 of said Weil's Addition to the City of West Bend; running thence North $89^{\circ} 52'$ East, 141.56 feet; thence south 1.36 feet to the south line of Division Street; thence westerly along the south line of Division Street to the point of beginning.

47. *West Bend Lower Dam and Flowage Land:* All that part of Section 13, Township 11 North, Range 19 East, flooded to an elevation of 889.58 feet, the high water line in consequence of the present dam lying in the Northeast One-quarter

of said section, said elevation being based on a level plane 10 inches above the top of the gates of said dam, which are established at elevation 888.75 feet according to Vol. 87 of Deeds, Page 406, Washington County Registry, and lying approximately within the following described courses:

Beginning at a point on the east line of said section, which point is 108 feet south of the northeast corner of said section; running thence south along said east section line 512 feet; thence North $80^{\circ} 34'$ West, 196 feet; thence South $76^{\circ} 30'$ West, 120 feet; thence North 32 feet; thence North $85^{\circ} 18'$ West, 134 feet; thence North $15^{\circ} 4'$ West, 27 feet; thence South $84^{\circ} 23'$ West, 126 feet; thence South $5^{\circ} 48'$ West, 87 feet; thence South $64^{\circ} 16'$ West, 100 feet; thence South $61^{\circ} 43'$ West, 86 feet; thence North $84^{\circ} 45'$ West, 118 feet; thence South $45^{\circ} 15'$ West, 640 feet; thence South 45° West, 190 feet; thence South 160 feet; thence South $62^{\circ} 25'$ West, 460 feet; thence South $76^{\circ} 45'$ West, 242 feet; thence South 23° West, 292 feet; thence South $84^{\circ} 50'$ East, 891 feet; thence South $23^{\circ} 40'$ East, 250 feet; thence South $19^{\circ} 55'$ West, 465 feet; thence North $71^{\circ} 40'$ East, 181 feet; thence South $16^{\circ} 45'$ East, 219 feet; thence South $60^{\circ} 10'$ West, 157 feet; thence North $54^{\circ} 35'$ West, 193 feet; thence South $43^{\circ} 20'$ West, 240 feet; thence South 25 feet; thence South $79^{\circ} 15'$ West, 210 feet; thence North $61^{\circ} 30'$ West, 153 feet; thence South $56^{\circ} 45'$ West, 135 feet; thence South $85^{\circ} 40'$ East, 202 feet; thence South $65^{\circ} 50'$ West, 157 feet; thence North $77^{\circ} 35'$ West, 194 feet; thence North 21° East, 247 feet; thence South $71^{\circ} 5'$ West, 230 feet; thence South $15^{\circ} 55'$ West, 309 feet; thence West 200 feet to the north and south One-quarter section line of said section; thence North $67^{\circ} 20'$ West, 438 feet; thence South 81° West, 280 feet; thence North 210 feet; thence West 242 feet; thence North $57^{\circ} 30'$ West, 221 feet; thence West 240 feet to the north and south $\frac{1}{8}$ -section line in the West One-half of said section; thence north along said $\frac{1}{8}$ -section line 368 feet to a point which is 170 feet north of the east and west One-quarter section line; thence South $82^{\circ} 5'$ East, 377 feet; thence North $58^{\circ} 20'$ East, 483 feet; thence North $73^{\circ} 55'$ East, 260 feet; thence South $34^{\circ} 15'$ East, 161 feet; thence North 26° East, 208 feet; thence South $64^{\circ} 40'$ East, 77 feet; thence South 171 feet; thence East 112 feet; thence North 17° West, 272 feet; thence North $22^{\circ} 25'$ East, 168 feet; thence North $46^{\circ} 25'$ West, 170 feet; thence North 304 feet; thence North $50^{\circ} 50'$ East, 218 feet; thence North $85^{\circ} 30'$ East, 306 feet; thence North 184 feet; thence East 102 feet; thence

South 145 feet; thence North $46^{\circ} 30'$ East, 399 feet; thence North $54^{\circ} 12'$ East, 535 feet; thence North $46^{\circ} 11'$ East, 154.7 feet; thence North $48^{\circ} 56'$ East, 364.08 feet; thence North $81^{\circ} 44'$ East, 191.36 feet; thence North $35^{\circ} 34'$ East, 242.82 feet; thence South $87^{\circ} 14'$ East, 248.9 feet to the northwest corner of the Woolen Mills Building; thence southerly and easterly along the Woolen Mills Building and the high water line to a point approximately 278 feet west of and 150.7 feet south of the northeast corner of said section; thence east parallel to the north line of said section 152 feet; thence north 15 feet; thence east 56 feet; thence north 9.7 feet; thence east 70 feet to the point of beginning on the east line of said section; excepting the following described parcel of land in said Section 13: Commencing at a point on the north and south One-quarter line of said section, which point is 657 feet south of the center of said section; running thence North $67^{\circ} 20'$ West, 438 feet to the point of beginning of this description; thence South 81° West, 280 feet; thence North 210 feet to the high water level of the Milwaukee River; thence southeasterly along the said high water level to a point approximately 90 feet North 81° East of the point of beginning; thence South 81° West approximately 90 feet to the point of beginning.

48. *Rugby Junction Substation*: All that part of the Northeast One-quarter of Section 2, Township 9 North, Range 19 East, described as follows: Commencing at the northwest corner of said One-quarter section; running thence east on the north line of said Section 2, 82.76 feet to the center line of United States Highway 41; thence South $17^{\circ} 20'$ East on the center line of said Highway 88.78 feet; thence west 108.99 feet to a point on the west line of said Northeast One-quarter section; thence North $0^{\circ} 9'$ West on said west One-quarter section line 84.75 feet to the place of beginning.

49. *Addison Substation*: All that land in the Southeast One-quarter of the Northwest One-quarter of Section 17, Township 11 North, Range 18 East, described as follows: Commencing at the point where the center line of the Fond du Lac Road intersects the center line of the Decorah Road; running thence easterly on the center line of the Decorah Road 275.5 feet to a point, said point being the place of beginning for the following description; running thence north 60.4 feet to a point; thence easterly and parallel to the Decorah Road 60 feet to a point; thence south 60.4 feet to the center

line of the Decorah Road; thence westerly on the center line of the Decorah Road 60 feet to the place of beginning.

50. *West Bend Radio Transmitter and Antenna*: All that part of the Northwest One-quarter of Section 11, Township 11 North, Range 19 East, bounded as follows: Beginning at a point 990 feet west of the northeast corner of the said Northwest One-quarter of said section; running thence south parallel to the north and south One-quarter section line of said section 199 feet; thence west parallel to the north line of said section 66 feet; thence north parallel to said One-quarter section line 199 feet to the north line of said section; thence east along said section line 66 feet to the point of beginning.

51. *St. Lawrence Substation*: All that part of the South One-half of the Southeast One-quarter of Section 2, Township 10 North, Range 18 East, in the Town of Hartford, described as follows: Commencing at a point on the east line of said section, which point is 1,066.7 feet north of the southeast corner of said section; running thence west 450.55 feet to a point on the center line of United States Highway 41, said point being 1,063.81 feet north of the south line of said section; thence northwesterly along said center line of United States Highway 41, 300.03 feet to a point, which point is 1,305.11 feet north of said south line of said section and 632.5 feet west of the east line of said section; thence east 632.5 feet to a point on the east line of said section, which point is 241.3 feet north of the place of beginning; thence south along said east line of said section 241.3 feet to the place of beginning, containing 3 acres of land, more or less; SUBJECT to United States Highway 41 and Section Line Road on the east.

52. *West Bend Office*: Lot 7, Block 2 of Weil's Addition to the Village (now City) of West Bend, and a parcel of land described as follows: Commencing at the northeast corner of Lot 8 in said Block and running thence in a southeasterly direction along the east line of Lots 8 and 7 in said Block to the southeast corner of said Lot 7; thence in a northeasterly direction in a direct line with the south line of said Lot 7, 42 feet; thence in a northwesterly direction parallel with the east line of said Lots 7 and 8 to the south line of Division Street; thence west on said line to the place of beginning.

OZAUKEE COUNTY.

53. *Thiensville Substation*: All that part of the Southwest One-quarter of Section 14, Township 9 North, Range 21

East, bounded as follows: Beginning at a point on the center line of the Green Bay Road which point is 654.4 feet south of the north line of the Southwest One-quarter of said section and 540.5 feet east of the west line of said section; running thence east parallel to said One-quarter section line 137.5 feet; thence north parallel to the west line of said section 35.02 feet; thence west parallel to said One-quarter section line 145.96 feet to a point on the center line of said Green Bay Road; thence South $15^{\circ} 32'$ East along the center line of said Green Bay Road 36.49 feet to the point of beginning.

54. *Grafton Substation*: All that part of the Southeast One-quarter of Section 13, Township 10 North, Range 21 East, Town of Grafton, described as follows: Commencing at the intersection of the south line of said Section 13 and the east line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; running thence North $4^{\circ} 33'$ East along said east right-of-way line to a point which is 107 feet north of the south line of said Section 13; thence east and parallel with the south line of said Section 13, 45 feet to a point; thence south 107 feet to the south line of said Section 13; thence west on said south section line 53.42 feet to the place of beginning.

55. *Newburg Substation*: All that part of the Northwest One-quarter of Section 18, Township 11 North, Range 21 East, in the Town of Saukville, described as follows: Beginning at a point on the center line of Highway 33 which point is 376.5 feet (measured along the centerline of said Highway) southeasterly from the intersection of said centerline and the north line of said section; running thence northeasterly at right angles to said Highway 120 feet; thence southeasterly at right angles to the last described course 70 feet; thence southwest-erly approximately 120 feet to the centerline of said Highway; thence northwesterly along said centerline 70 feet to the point of beginning.

56. *Transmission Line Land*: The abandoned railway right-of-way of the former Milwaukee Northern Railway Company, extending from Jackson Street in the City of Port Washington, Ozaukee County, to Center Avenue in the Village of Oostburg, Sheboygan County, the portion in Ozaukee County being more particularly described as follows:

A parcel of land east of the Chicago and North Western Railway Company right-of-way extending from the north line

of Section 2 through Sections 2, 3, 10, 15, 22, 27, 28 and 33 in Township 12 North, Range 22 East, as described in those certain deeds to Milwaukee Northern Railway Company recorded in Ozaukee County, as follows:

Volume 55 of Deeds, Pages 133-134, Document No. 67764.

"	55	"	"	"	165	"	"	68025
"	49	"	"	"	611-612	"	"	67099
"	49	"	"	"	612-613	"	"	67100
"	55	"	"	"	91	"	"	67558
"	55	"	"	"	87	"	"	67435
"	55	"	"	"	199-200	"	"	68291
"	55	"	"	"	230-231	"	"	68633
"	55	"	"	"	90-91	"	"	67557
"	55	"	"	"	7	"	"	67316
"	49	"	"	"	619	"	"	67150
"	49	"	"	"	622	"	"	67157
"	55	"	"	"	6	"	"	67315
"	55	"	"	"	5-6	"	"	67314
"	55	"	"	"	4-5	"	"	67313
"	49	"	"	"	644	"	"	67305
"	55	"	"	"	96	"	"	67563
"	49	"	"	"	643-644	"	"	67304

and as described in those certain deeds to The Milwaukee Electric Railway and Light Company recorded in Ozaukee County, as follows:

Volume 68 of Deeds, Page 93, Document No. 113242

"	68	"	"	"	95	"	"	113244
"	68	"	"	"	92	"	"	113241

Excepting that part of the Northwest One-quarter of said Section 22 in the Village of Belgium conveyed to Alfred F. Antoine by deed dated March 26, 1941, described as follows: Commencing at a point on the north line of said Section 22, which point is 143.6 feet easterly from the center line of the main track of the Chicago and North Western Railway Company, measured at right angles to said center line; running thence South $11^{\circ} 8'$ West parallel to the center line of said main track 325 feet to a point; thence South $78^{\circ} 52'$ East, 16 feet; thence South $11^{\circ} 8'$ West to a point in the south line of lands conveyed to Milwaukee Northern Railway Company by John B. Krier by warranty deed recorded in Volume 60

of Deeds, Page 44, as Document No. 75885, Ozaukee County Registry; thence east on said south line to a point which is 160 feet easterly from the center line of the main track of the Chicago and North Western Railway Company, measured at right angles to said center line; thence North $11^{\circ} 8'$ East parallel to the center line of said main track and 160 feet distant easterly at right angles therefrom to a point in the north line of said Section 22; thence west on said north section line to the place of beginning. SUBJECT to easement granted by The Milwaukee Electric Railway and Light Company to Belgium-Holland Drainage District No. 2 on March 29, 1935, for an 8-inch concrete drain pipe across the right-of-way in said Section 2 and for a 12-inch concrete drain pipe across the right-of-way in said Section 15; ALSO SUBJECT to easement granted by The Milwaukee Electric Railway and Light Company to Belgium-Holland Drainage District No. 2 on December 11, 1935, for an 8-inch tile drain pipe across the right-of-way in said Section 2.

Also a parcel of land 66 feet wide east of and adjoining the right-of-way of the Chicago and North Western Railway Company, extending northeasterly and southwesterly across the South One-half of the Northeast One-quarter of said Section 10. Also all that part of the abandoned right-of-way of the former Milwaukee Northern Railway Company, lying in Section 15, Township 12 North, Range 22 East, Village of Belgium, described as follows: Beginning at a point on the south line of said section 90 feet east of the easterly right-of-way line of the Chicago and North Western Railway Company, said point being on the westerly right-of-way line of the former abandoned Milwaukee Northern Railway Company; running thence North $4^{\circ} 20'$ East along said westerly right-of-way line 98 feet; thence North 9° East along said right-of-way line 107 feet; thence north 50 feet to the point of beginning of this description; thence west parallel to the south line of said section 40 feet; thence north 50 feet; thence east parallel to said section line 55 feet; thence south 50 feet; thence west 15 feet to the point of beginning, said parcel of land being 50 feet wide north and south by 55 feet long east and west.

Also a parcel of land extending from the north line of Section 4 through Sections 4, 9, 16 and 21 and into Section 28, in Township 11 North, Range 22 East, to Jackson Street in the City of Port Washington, said Ozaukee County, as described in those certain deeds to Milwaukee Northern Railway Company recorded in Ozaukee County, as follows:

Volume	55	of Deeds,	Page	25,	Document	No.	67334
"	55	"	"	"	26	"	67335
"	55	"	"	"	24	"	67333
"	55	"	"	"	23	"	67332
"	55	"	"	"	22	"	67331
"	55	"	"	"	15	"	67324
"	55	"	"	"	14	"	67323
"	55	"	"	"	12	"	67321
"	55	"	"	"	13	"	67322
"	55	"	"	"	3-4	"	67312
"	55	"	"	"	8	"	67317
"	55	"	"	"	85	"	67433
"	55	"	"	"	86	"	67434
"	55	"	"	"	287-288	"	69132
"	55	"	"	"	9	"	67318
"	55	"	"	"	10	"	67319
"	55	"	"	"	11	"	67320
"	55	"	"	"	84	"	67432
"	55	"	"	"	21	"	67330
"	55	"	"	"	20	"	67329
"	55	"	"	"	19	"	67328
"	55	"	"	"	18	"	67327
"	55	"	"	"	17	"	67326
"	55	"	"	"	16	"	67325
"	55	"	"	"	94	"	67561
"	55	"	"	"	95	"	67562
"	55	"	"	"	93-94	"	67560
"	55	"	"	"	200	"	68292
"	55	"	"	"	92-93	"	67559
"	55	"	"	"	127-128	"	67711
"	55	"	"	"	126	"	67710

and as described in those certain deeds to The Milwaukee Electric Railway and Light Company recorded in Ozaukee County, as follows:

Volume	68	of Deeds,	Page	96,	Document	No.	113245
"	68	"	"	"	94	"	113243

SUBJECT, however, to easement granted by The Milwaukee Electric Railway and Light Company to the City of Port Washington on January 18, 1935, for a 21-inch sewer across the right-of-way in Government Lot 1 of said Section 28.

Also the right and authority to use and maintain an open drainage ditch across the north part of the north 30 feet of Lot 1 and north 30 feet of the east 46 feet of Lot 2, Block 2, Original Plat of the City of Port Washington, in the Southeast One-quarter of Section 28, Township 11 North, Range 22 East, it being hereby intended to convey all of the right, title and interest reserved to The Milwaukee Electric Railway and Light Company in and by that certain quit-claim deed executed by said The Milwaukee Electric Railway and Light Company as grantor, to Edward Bruecher and Susan Bruecher, his wife, as grantees, on the 29th day of August, 1938.

SHEBOYGAN COUNTY.

57. *Rhine Substation Site*: All that part of the Southwest One-quarter of the Northwest One-quarter of Section 32, Township 16 North, Range 21 East, bounded as follows: Beginning at a point on the north and south $\frac{1}{8}$ -section line of said Northwest One-quarter section, which point is 1,182.3 feet north of the east and west One-quarter line of said section, said point being also on the center line of a gravel road; running thence west parallel to the said One-quarter section line 74.75 feet; thence north parallel to the $\frac{1}{8}$ -section line 50 feet; thence east parallel to the One-quarter section line 74.75 feet to the $\frac{1}{8}$ -section line; thence south along said $\frac{1}{8}$ -section line 50 feet to the point of beginning.

58. *Elkhart Lake Substation*: All that part of the Southwest One-quarter of Section 30, Township 16 North, Range 21 East, described as follows: Commencing at a point on the west line of said section, which point is 1,977 feet north of the southwest corner of said section; running thence north on said west section line 187.3 feet; thence east and parallel to the south line of said section 314.75 feet; thence south and parallel to said west section line 187.3 feet; thence west 314.75 feet to the place of beginning.

59. *Random Lake Substation*: All that part of the Northwest One-quarter of Section 26, Township 13 North, Range 21 East, Town of Sherman, described as follows: Commencing at the intersection of the north line of said Northwest One-quarter of Section 26 and the west line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way; running thence west 308.74 feet along the north line of said Northwest One-quarter of Section 26; thence south 154.75 feet

to a point; thence east approximately 243 feet to a point on the west line of said railroad right-of-way; thence northeasterly approximately 165 feet along said westerly railroad right-of-way line to the point of beginning.

60. *Waldo Substation*: All that part of the East One-half of the Northeast One-quarter of Section 23, Township 14 North, Range 21 East, in the Village of Waldo, described as follows: Commencing at a point the east line of said Section 23, which point is 955.9 feet south of the northeast corner of said Northeast One-quarter of Section 23 and 1,660 feet north of the southeast corner of said Northeast One-quarter Section; running thence west 200 feet to a point, which point is 1,662.3 feet north of the south line of said Northeast One-quarter of Section 23; thence south parallel to the east line of said Section 23, 60 feet; thence east 200 feet to a point on the east line of said Section 23, which point is 60 feet south of the place of beginning; thence north along the east line of said Section 23, 60 feet to the place of beginning.

61. *Cedar Grove Storeroom and Garage*: All that part of the Southwest One-quarter of Section 24, Township 13 North, Range 22 East, bounded as follows: Beginning at the intersection of the south line of said section and the westerly right-of-way line of the abandoned Milwaukee Northern Railway right-of-way; running thence north along the westerly right-of-way line 426.5 feet; thence west parallel to the south line of said section 118 feet to the easterly right-of-way line of the Chicago and North Western Railway Company; thence southwesterly approximately 437.80 feet to a point on the south line of said section; thence east along the south line of said section approximately 212.17 feet to the point of beginning.

62. *Cedar Grove Substation*: All that part of the Northwest One-quarter of Section 25, Township 13 North, Range 22 East, Village of Cedar Grove, being part of the abandoned right-of-way of the former Milwaukee Northern Railway Company, described as follows: Beginning at a point on the east and west One-quarter section line 20 rods east of the southwest corner of said Northwest One-quarter section; running thence north parallel to the west line of said section 60 feet; thence southwesterly 51 feet to a point 45.5 feet north of said One-quarter section line; thence south parallel to said section line 45.5 feet to a point on said One-quarter section line; thence

east along said One-quarter section line 50 feet to the point of beginning.

63. *Transmission Line Land:* The abandoned railway right-of-way of the former Milwaukee Northern Railway Company, extending from Jackson Street in the City of Port Washington, Ozaukee County, to Center Avenue in the Village of Oostburg, Sheboygan County, the portion in Sheboygan County being more particularly described as follows:

A parcel of land 50 feet wide in the Southwest One-quarter of Section 6, Township 13 North, Range 23 East, extending south, southwesterly, and west to the east line of Section 1, Township 13 North, Range 22 East, described in those certain deeds to Milwaukee Northern Railway Company recorded in Sheboygan County, as follows:

Volume 115 of Deeds, Page 337,	Document No. 136176
“ 115 “ “ “ 322	“ “ 136115
“ 115 “ “ “ 437-438	“ “ 136672

Excepting therefrom a parcel of land 50 feet wide in the Southwest One-quarter of Section 6, Township 13 North, Range 23 East, extending south and southwesterly from the south line of Center Avenue to the south line of Michigan Avenue, in the Village of Oostburg, a distance of 704.33 feet.

Also a parcel of land extending from the east line of said Section 1 southwesterly to the railway right-of-way of the Chicago and North Western Railway Company, and thence southwesterly and east of said right-of-way through Sections 1, 12, 13 and 24, Township 13 North, Range 22 East, to Union Avenue in the Village of Cedar Grove, Sheboygan County, as described in those certain deeds to Milwaukee Northern Railway Company recorded in Sheboygan County, as follows:

Volume 115 of Deeds, Page 380,	Document No. 136422
“ 115 “ “ “ 381	“ “ 136423
“ 115 “ “ “ 316	“ “ 136085
“ 115 “ “ “ 317	“ “ 136086
“ 115 “ “ “ 339	“ “ 136190
“ 111 “ “ “ 553	“ “ 132314
“ 115 “ “ “ 30	“ “ 133358
“ 115 “ “ “ 19-20	“ “ 133242
“ 111 “ “ “ 571	“ “ 132362
“ 115 “ “ “ 214	“ “ 135304

Volume 115 of Deeds, Page 79	Document No. 133816
" 111 " " " 498-499	" " 131894
" 111 " " " 589-590	" " 132500
" 115 " " " 40-41	" " 133448
" 115 " " " 81	" " 133818
" 115 " " " 34	" " 133385
" 115 " " " 242	" " 135709
" 115 " " " 246	" " 135722
" 115 " " " 296	" " 136004

Also a parcel of land extending from the north line of Section 25, Township 13 North, Range 22 East, south and southwesterly to the railway right-of-way of the Chicago and North Western Railway Company and thence southwesterly and east of said railway right-of-way through said Section 25 and Sections 26 and 35, Township and Range aforesaid, as described in those certain deeds to Milwaukee Northern Railway Company recorded in Sheboygan County, as follows:

Volume 115 of Deeds, Page 294,	Document No. 135989
" 115 " " " 297	" " 136005
" 115 " " " 300	" " 136035
" 115 " " " 338-339	" " 136189
" 115 " " " 295	" " 135990
" 115 " " " 299	" " 136034
" 115 " " " 621	" " 138529
" 111 " " " 634	" " 132839
" 115 " " " 318	" " 136087
" 111 " " " 608	" " 132604
" 111 " " " 636-637	" " 132860
" 116 " " " 247	" " 135991
" 111 " " " 615	" " 132664
" 115 " " " 18-19	" " 133241
" 115 " " " 32	" " 133383
" 115 " " " 33	" " 133384
" 135 " " " 156	" " 165525
" 115 " " " 138	" " 134550
" 115 " " " 176-177	" " 134872

EXCEPTING AND RESERVING the Cedar Grove Waiting Station and Substation lands described as follows: All that part of the Northwest One-quarter and of the Southwest One-quarter of said Section 25, described as follows: Commencing at a point on the east line of Main Street in the Village of Cedar Grove,

which point is 58 feet north of the south line of the Northwest One-quarter of said Section 25; running thence south on said east line of Main Street 100.6 feet to a point; thence northeast on a straight line to a point on the south line of said Northwest One-quarter of Section 25, which point is 111 feet east of said east line of Main Street; thence northeast on a straight line to a point which is 195 feet east of said east line of Main Street and 58 feet north of the south line of said Northwest One-quarter of Section 25; thence west 195 feet to the place of beginning; ALSO EXCEPTING AND RESERVING that part of the Southeast One-quarter of said Section 26, described as follows: Commencing at a point on the east line of said Section 26, 60 feet south of the northeast corner of said One-quarter section; running thence west parallel to the north line of said one-quarter section to a point 66 feet northwest of the southerly line of the right-of-way of Wisconsin Electric Power Company measured at right angles thereto, which point is the place of beginning for the land herein described; running thence southwest 66 feet, northerly from and parallel to said southerly right-of-way line, to a point in the east line of the railway right-of-way of the Chicago and North Western Railway Company; thence northeast on said east railway right-of-way line to a point 60 feet due south of the north line of said One-quarter section; thence east 60 feet, south of and parallel to said north line of said One-quarter section to the place of beginning.

FOND DU LAC COUNTY.

64. *New Fane Substation*: All that part of the Northeast One-quarter of Section 35, Township 13 North, Range 19 East, described as follows: Commencing at the northwest corner of the Northeast One-quarter of the Northeast One-quarter of said section; running thence east on the north line of said section 75 feet; thence south 75 feet; thence west 75 feet; thence north 75 feet to the place of beginning.

65. *Campbellsport Substation*: All that part of the East One-half of the Northeast One-quarter of Section 14, Township 13 North, Range 18 East, Town of Ashford, described as follows: Beginning at a point on the north line of said Section 14, which point is 792 feet west of the northeast corner thereof; running thence west along the said north section line 264 feet; thence south parallel to the east line of said section 165 feet; thence east parallel to the said north

section line 264 feet; thence north parallel to the east line of said section 165 feet to the point of beginning, said parcel of land containing one acre and being subject to a conveyance of a strip of land for highway purposes, recorded on August 15, 1935, on Page 57 in Volume 250 of Deeds, Fond du Lac County.

B. *Real Estate Acquired by the Company Otherwise Than From Wisconsin Natural Gas Company since March 1, 1949:*

MILWAUKEE COUNTY.

66. *Silver Spring Substation:* That part of the West 1/5 of the south 10 acres of Government Lot 4, in the West One-half of the Southeast One-quarter of Section 29, Township 8 North, Range 22 East, in the Town of Milwaukee, bounded and described as follows: Commencing at a point on the west line of said One-quarter Section, which is 180 feet north of the southwest corner of said One-quarter Section; running thence north along the west line of said One-quarter section 150 feet to a point; thence east 263.42 feet to a point on the east line of said West 1/5, which is 330 feet north of the south line of said One-quarter section; thence south along the east line of said West 1/5, 330 feet to a point on the south line of said One-quarter section; thence west along the south line of said One-quarter section 80 feet to a point, which is 183.28 feet east of the southwest corner of said One-quarter section; thence north and parallel to the east line of said West 1/5, 180 feet to a point; thence west and parallel to the south line of said One-quarter section 183.36 feet to the place of beginning.

67. *Cornell Street Substation:* That part of Lots 5 to 17, both inclusive, in Block 2, and that part of Lots 1, 2 and 10 in Block 3, and that part of the vacated alleys in said Blocks 2 and 3, also that part of vacated North 19th Place, North 20th Street and West Roosevelt Drive, all in Roosevelt Drive Terrace, being a subdivision of a part of the Northeast One-quarter of Section 6, Township 7 North, Range 22 East, City of Milwaukee, more particularly described as follows: Commencing at a point in the northwest corner of Lot 16 in Block 2, Roosevelt Drive Terrace, being a subdivision of a part of the Northeast One-quarter of said Section 6; running thence South 68° 15' East along the northerly line of Lot 16 aforesaid 62.77 feet to a point of curve; thence southeasterly along a curve the radius of which lying to the southwest is 220 feet

and whose long chord is 241.36 feet and bears South $34^{\circ} 59'$ East, 255.46 feet to the point of tangency; thence South $1^{\circ} 43'$ East and parallel to the east line of North 20th Street 242.66 feet to a point of curve, said point lying 200 feet east of the present east line of North 20th Street and 380.61 feet north of the south line of said subdivision; thence southeasterly along a curve the radius of which lying to the northeast is 280 feet and whose long chord is 389.89 feet and bears South $45^{\circ} 51' 30''$ East, to a point on the north line of Lot 3 in Block 3 of said subdivision extended east; thence west along the north line of said Lot 3 extended east and west to a point on the present east line of North 20th Street, said point lying 50 feet east of and measured at right angles from the west line of North 20th Street; thence North $1^{\circ} 43'$ West along the present east line of North 20th Street to a point on the northeasterly line of said Lot 16 extended northwesterly; thence South $68^{\circ} 15'$ East along the northeasterly line of said Lot 16 extended northwesterly 10.92 feet to the point of beginning.

68. *North 72nd Street Substation*: Lots 1, 2, 3, 4, 5 and 6, together with vacated Motor Avenue lying north of said lots; and Lot 7, all in Block 2, in J. Krafczyk's Subdivision of a part of the Southwest One-quarter of Section 22, Township 7 North, Range 21 East, in the City of Wauwatosa;

Also all that part of Lot 2 of Assessor's Plat No. 17 in said Southwest One-quarter of Section 22 described as follows: Commencing at the northwest corner of said Lot 7, Block 2, of J. Krafczyk's Subdivision; running thence south on the west line of said Lot 7, 30 feet to the southwest corner of said Lot 7; thence west on the south line of said Lot 7 extended to a point on the east line of North 72nd Street; thence northeast on said east street line to a point on the north line of said Lot 7 extended west; thence east on said extended north line of Lot 7 to the place of beginning.

69. *Brust Street Substation*: Lots 1, 2, 3 and 4, in Block 4, in Austin Terrace, in the Northeast One-quarter of Section 16, Township 6 North, Range 22 East, City of Milwaukee.

70. *Addition to North 37th Street Substation*: All that part of the Northwest One-quarter of Section 25, Township 7 North, Range 21 East, City of Milwaukee, described as follows: Commencing at a point on the west line of North 37th Street which point is 736 feet north of the south line and 558.5 feet west of the east line of said Northwest One-quarter of Section 25; running thence west parallel to the north line of

West Wells Street extended 228 feet to a point; thence south parallel to said west line of North 37th Street 113 feet to a point on the north line of West Wells Street extended; thence west on the north line of West Wells Street extended 146.74 feet to a point; thence north parallel to the west line of North 37th Street 197 feet to a point; thence east parallel to said north line of West Wells Street extended 374.74 feet to a point on the west line of said North 37th Street; thence south on said west street line 84 feet to the place of beginning.

71. *Addition to West Burnham Street Substation:* Lots 8 and 9, in Block 4, Hopkins Park, in the Northeast One-quarter of Section 1, Township 6 North, Range 21 East, City of Milwaukee.

72. *Transmission Line Land:* All that part of the Northeast One-quarter of Section 32, Township 7 North, Range 21 East, bounded and described as follows: Commencing at the northwest corner of the Northeast One-quarter of the Northeast One-quarter of said Section 32; running thence South $0^{\circ} 20'$ East on the west line of said Northeast One-quarter of the Northeast One-quarter of Section 32, 150 feet to a point on the north line of the present transmission line right-of-way of Wisconsin Electric Power Company; thence South $89^{\circ} 45'$ East on said north right-of-way line, parallel to the north line of said Section 32, 1,011.68 feet to a point in the westerly line of the railway right-of-way of Wisconsin Electric Power Company; thence northeasterly along the northerly railway right-of-way line to the east line of said Section 32; thence north on said east line to the northeast corner of said Section 32; thence west on the north line of said Section 32 to a point which is 50 feet northerly of and measured at right angles to the northerly line of said railway right-of-way of Wisconsin Electric Power Company; thence southwesterly on a curve parallel to and 50 feet distant northerly of the northerly line of said railway right-of-way to a point which is 119 feet south of, and measured at right angles to the north section line; thence west parallel with and 119 feet distant southerly from the north line of said section to a point in the west line of the East One-half of said Northeast One-quarter of Section 32, thence south on said west line 31 feet to the place of beginning.

Also all that part of the Northeast One-quarter of Section 32, Township 7 North, Range 21 East, described as follows: The south 31 feet of the north 150 feet of the east 20 acres of

the Northwest One-quarter of the Northeast One-quarter of said Section 32, containing 0.472 acres more or less.

Also all that part of the Northwest One-quarter of Section 32, Township 7 North, Range 21 East, described as follows: The south 31 feet of the north 150 feet of the North One-half of the Northeast One-quarter of the Northwest One-quarter of said Section 32; also the south 39 feet of the north 419 feet of said North One-half of the Northeast One-quarter of the Northwest One-quarter of said Section 32.

Also all that part of the Northwest One-quarter of Section 32, Township 7 North, Range 21 East, described as follows: Commencing at a point on the east line of the West One-half of said Northwest One-quarter of Section 32, which point is 150 feet south of the north line of said Section 32; running thence west and parallel to said north section line to a point on the east line of lands conveyed by Chicago and North Western Railway Company to Wisconsin Electric Power Company by deed recorded in Volume 2568 of Deeds, on Page 520, as Document No. 2833615, Milwaukee County Registry; thence northwesterly along said east line of lands last above described to a point, which point is 119 feet south of the north line of said section, measured at right angles thereto; thence east and parallel to the north section line to a point on the east line of the West One-half of the Northwest One-quarter of Section 32; thence south along said east line of the West One-half of the Northwest One-quarter of said Section 32, 31 feet to the place of beginning; also all that part of the Northwest One-quarter of Section 32, Township 7 North, Range 21 East, bounded and described as follows: Commencing at a point on the east line of the West One-half of said Northwest One-quarter of Section 32, which point is 419 feet south of the north line of said Section 32; running thence west and parallel to the north line of said section to a point on the east line of lands conveyed by Chicago and North Western Railway Company to Wisconsin Electric Power Company by deed recorded in Volume 2568 of Deeds, on Page 520, as Document No. 2833615, Milwaukee County Registry; thence northwesterly along said east line to a point, which point is 380 feet south of the north line of said section, measured at right angles thereto; thence east and parallel to the north line of said section to a point on the east line of the West One-half of said Northwest One-quarter of Section 32; thence south along said east line of the West One-half of said Northwest One-quarter of Section 32, 39 feet to the place of beginning.

Also all that part of the Northeast One-quarter of Section 31, Township 7 North, Range 21 East, described as follows: Commencing at a point on the east line of said Section 31, which point is 273.5 feet south of the northeast corner of said section; running thence North $89^{\circ} 55'$ West, 1,093.96 feet to a point; thence South $55^{\circ} 7'$ West, 289.66 feet to a point on the west line of the Northeast One-quarter of the Northeast One-quarter of said Section 31, which point is 434.60 feet south of the north line of said Section 31; thence north along said west line of the Northeast One-quarter of the Northeast One-quarter of said Section 31 to a point, which point is 100 feet south of the north line of said Section 31; thence east and parallel to the north line of said Section 31 to a point on the east line of said Section 31; thence south on said east section line to the place of beginning.

Also all that part of the Northeast One-quarter of said Section 31 described as follows: Commencing at a point on the east line of said Section 31, which point is 419 feet south of the northeast corner of said section; running thence west and parallel with the north line of said section 1,044.15 feet to a point; thence South $44^{\circ} 46'$ West, 220.1 feet to a point on the northerly line of the railway right-of-way of the Chicago Milwaukee, St. Paul and Pacific Railroad Company, which point is 150 feet southeasterly of the point of intersection of said northerly railway right-of-way line and the west line of the East One-half of the Northeast One-quarter of said Section 31; thence northwesterly on and along said northerly right-of-way line 64 feet to a point; thence North $49^{\circ} 5'$ East, 253.5 feet to a point; thence east and parallel with the north line of said section 1,061.5 feet to the east line of said section; thence south on and along said east section line to the place of beginning.

Also all that part of the South One-half of Section 5, Township 6 North, Range 21 East, described as follows: Commencing at the southeast corner of the Southwest One-quarter of said Section 5; running thence west along the south line of said Section 5, 54 feet to a point; thence North $9^{\circ} 26' 30''$ East, 1,340.41 feet to a point; thence North $89^{\circ} 28' 42''$ East, 25.38 feet to a point, which point is 25 feet easterly of the last above described line, measured at right angles thereto; thence South $9^{\circ} 26' 30''$ West to a point on the east line of the Southwest One-quarter of said Section 5; thence south on and along said east quarter section line to the southwest corner of the Southeast One-quarter of said Section 5; also all that part of the Southeast One-quarter of said Section 5, described as follows:

Commencing at a point on the south line of said Section 5, which point is 54 feet west of the southeast corner of the Southwest One-quarter of said Section 5; running thence North 9° 26' 30" East, 1,477.47 feet to a point, which point is the place of beginning of this description; running thence North 9° 26' 30" East, 532.99 feet to a point; thence North 89° 28' 42" East, 25.38 feet to a point, which point is 25 feet easterly of the last above described line; measured at right angles thereto; thence South 9° 26' 30" West, 532.99 feet to a point; thence South 89° 28' 42" West, 25.38 feet to the place of beginning.

Also all that part of the Northwest One-quarter of Section 8, Township 6 North, Range 21 East, described as follows: Commencing at the northeast corner of the Northwest One-quarter of said Section 8; running thence west on and along said north section line 56.67 feet to a point on the east line of the transmission line right-of-way of Wisconsin Electric Power Company; thence South 7° 29' West along said easterly right-of-way line 456.53 feet to a point; thence continuing on said easterly right-of-way line South 2° 2' East, 510.46 feet to a point; thence continuing on said easterly right-of-way line South 10° 41' East, 258.64 feet to a point on the center line of West National Avenue; thence North 51° 29' East on said center line to a point on the east line of the Northwest One-quarter of said Section 8; thence north along the east line of said Northwest One-quarter of Section 8 to the place of beginning.

The property included in this Item 72 comprises part of the property conveyed to the Company by Wisconsin General Railway and previously excepted from the lien of the Indenture by the Supplemental Indenture of June 1, 1946.

WAUKESHA COUNTY.

73. *Pewaukee Substation:* All that part of the Southeast One-quarter of Section 9, Township 7 North, Range 19 East, Village of Pewaukee, bounded and described as follows: Commencing at the center of said Section 9; running thence South 0° 30' West along the west line of said Southeast One-quarter of Section 9, 379.60 feet to the south line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said point being the place of beginning of the parcel

hereinafter described; thence continuing South $0^{\circ} 30'$ West along the west line of said Southeast One-quarter of Section 9, 265.20 feet to the northerly line of Hickory Street in the Village of Pewaukee; thence South $68^{\circ} 42'$ East on the extension of the northerly line of Hickory Street 153 feet to a point; thence North $21^{\circ} 59'$ East, 303.65 feet to the aforementioned south line of the said railroad right-of-way; thence North $81^{\circ} 13'$ West along the said railroad right-of-way line 257 feet to the place of beginning.

OZAUKEE COUNTY.

74. *Port Washington Power Plant*: All those lands in the Michigan Heights Subdivision of the City of Port Washington described as follows: Lots 1 to 13, inclusive, in Block 1; Lots 1 to 13, inclusive, in Block 2; Lots 1 to 19, inclusive, 34 and 35, 38 to 41, inclusive, and 44 to 56, inclusive, in Block 3; Lots 1 to 11, inclusive, and 14 to 17, inclusive, in Block 4; Lots 1 to 7, inclusive, in Block 5; and Lots 1 to 26, inclusive, in Block 6.

Also all those lands in the South Addition to the City of Port Washington, described as follows: Lots 4, 5 and 6, together with vacated South Milwaukee Street, in Block 6; Lots 1, 2 and 3, together with vacated alley, South Milwaukee Street, and West Michigan Street, in Block 10; Lots 1 to 6, inclusive, together with vacated alley, South Milwaukee Street, South Wisconsin Street, and West Michigan Street, in Block 11; and all of Block 12, together with vacated South Wisconsin Street, West Michigan Street, and South Lake Street, in said Block.

Also all those lands in the City of Port Washington described as follows: A 100-foot wide strip approximately 600 feet long, containing 1.3774 acres, in Block 815; and a 100-foot wide strip approximately 250 feet long, containing 0.574 acres, in Block 817, all in Assessor's Plat of the City of Port Washington.

All those lands in the Town of Port Washington described as follows: A 100-foot wide strip approximately 240 feet long through Lots 1 and 2 of Government Lot 2; and a 100-foot wide strip through Lot 2 of Government Lot 2 and part of the East One-half of the Northeast One-quarter of Section 32 and the Northwest One-quarter of Section 33, all in Township 11 North, Range 22 East.

The property included in this Item 74 comprises part of the property conveyed to the Company by Wisconsin General Railway and previously excepted from the lien of the Indenture by the Supplemental Indenture of June 1, 1946.

SECOND.

ALSO all power houses, plants, buildings and other structures, dams, dam sites and substations, together with all and singular the electric, heating and mechanical appliances appurtenant thereto of every nature whatsoever, located on the parcels of real estate which are described above as conveyed to the Company by Wisconsin Natural Gas Company or acquired by the Company since March 1, 1949, including all and singular the machinery, engines, boilers, furnaces, generators, dynamos, turbines and motors, and all and every character of mechanical appliance for generating or producing electricity for light, heat, cold, power or other purposes, excepting, however, the boilers, equipment and mechanical appliances used in connection with the production and distribution of steam heat located on the real estate described in Item 21 above under the title *Waukesha Steam Plant, Substation and Storage Yard*.

THIRD.

ALSO all transmission and distribution systems used for the transmission and distribution of electricity for light, heat, cold or power or any other purpose whatsoever, whether underground or overhead, surface or otherwise, including both those conveyed to the Company by Wisconsin Natural Gas Company and those otherwise acquired by the Company since March 1, 1949, including all poles, towers, posts, wires, cables, conduits, manholes, mains, tubes, drains, furnaces, switchboards, transformers, conductors, insulators, supports, meters, lamps, fuses, junction boxes, and other electric and steam fixtures and apparatus; such distribution systems and transmission lines being more particularly described as follows (but reference to particular distribution systems and transmission lines shall not be deemed to exclude any other such distribution systems and transmission lines not mentioned) :

ELECTRIC DISTRIBUTION SYSTEMS.

The electric distribution systems conveyed to the Company by Wisconsin Natural Gas Company, which systems are located in and adjacent to the following communities in the State of Wisconsin:

In Calumet County. A portion of the Township of New Holstein.

In Dane County. The Villages of Deerfield and Marshall; the Township of Medina, and a portion of each of the Townships of Cottage Grove, Deerfield, Sun Prairie and York.

In Dodge County. The City of Watertown; the Villages of Clyman, Iron Ridge, Lomira, Lowell, Neosho, Reeseville and Theresa; the Townships of Ashippun, Emmett, Lebanon, Lomira, Lowell, Portland, Rubicon and Shields; a portion of each of the Townships of Clyman, Elba, Herman, Hubbard, Hustisford, LeRoy, Oak Grove and Theresa.

In Fond du Lac County. The Villages of Campbellsport, Eden and St. Cloud; the Townships of Ashford, Auburn and Marshfield; a portion of each of the Townships of Byron, Calumet, Eden, Empire, Forest, Osceola and Taycheedah.

In Jefferson County. The Cities of Fort Atkinson, Jefferson, Lake Mills and Watertown; the Villages of Johnson Creek, Palmyra, Sullivan and Waterloo; the Townships of Aztalan, Cold Spring, Concord, Farmington, Hebron, Jefferson, Koshkonong, Milford, Palmyra, Sullivan, Waterloo and Watertown; a portion of each of the Townships of Ixonia, Lake Mills, Oakland and Sumner.

In Kenosha County. The City of Kenosha; the Village of Silver Lake; the Townships of Brighton, Bristol, Paris, Pleasant Prairie, Salem and Somers; a portion of each of the Townships of Randall and Wheatland.

In Manitowoc County. The City of Kiel; a portion of each of the Townships of Centerville, Meeme and Schleswig.

In Milwaukee County. A portion of the Village of River Hills; a portion of each of the Townships of Granville, Milwaukee and Oak Creek.

In Ozaukee County. The City of Cedarburg; the Villages of Belgium, Fredonia, Grafton, Saukville and Thiensville; the Townships of Belgium, Cedarburg, Fredonia, Grafton, Mequon, Port Washington and Saukville.

In Racine County. The City of Burlington; the Villages of Sturtevant and Union Grove; the Townships of Burlington and Yorkville; a portion of the Townships of Caledonia, Dover, Mt. Pleasant, Norway, Raymond and Rochester.

In Rock County. The Township of Lima; a portion of each of the Townships of Johnstown and Milton.

In Sheboygan County. The City of Plymouth; the Villages of Adell, Cascade, Cedar Grove, Elkhart Lake, Glenbeulah, Oostburg, Random Lake and Waldo; the Townships of Holland, Russell and Sherman; a portion of each of the Townships of Greenbush, Herman, Lima, Lyndon, Mitchell, Mosel, Plymouth, Rhine, Scott, Sheboygan Falls and Wilson.

In Walworth County. The Cities of Elkhorn and Whitewater; the Townships of LaFayette, La Grange, Richmond, Sugar Creek and Whitewater; a portion of each of the Townships of Delavan, Geneva, Lyons, Spring Prairie and Troy.

In Washington County. The Cities of Hartford and West Bend; the Villages of Barton, Germantown, Jackson, Kewaskum and Slinger; the Townships of Addison, Barton, Erin, Farmington, Germantown, Hartford, Jackson, Kewaskum, Polk, Richfield, Trenton, Wayne and West Bend.

In Waukesha County. The City of Waukesha; the Villages of Eagle, Lannon, Sussex, Menomonee Falls and Merton; a portion of the Townships of Brookfield, Eagle, Lisbon, Menomonee, Merton, Mukwonago, Oconomowoc, Pewaukee, Summit and Waukesha.

ELECTRIC TRANSMISSION LINES.

The following electric transmission lines located in the State of Wisconsin:

A. *Electric Transmission Lines Conveyed to the Company by Wisconsin Natural Gas Company*

Line 44: A 132,000 volt, single circuit, wood H-frame transmission line, approximately 42.60 miles in length, extending from the Saukville Switching Station in the Town of Saukville, in Ozaukee County, in a southwesterly direction through the Towns of Saukville and Cedarburg, in Ozaukee County, the Towns of Jackson, Polk and Hartford, in Washington County, the Towns of Rubicon, Hustisford, Lebanon and Ixonia, in Dodge County, and the Town of Watertown, in Jefferson County, to the Concord Road Substation, in the Town of Watertown.

Line 45: A 26,400 volt, double circuit, wood pole transmission line, approximately 9.40 miles in length, extending from the 19th Street Substation in the City of Racine, in Racine County, through the Town of Mt. Pleasant, in Racine County, and the Town of Somers, in Kenosha County, to the Albers Street Substation in the City of Kenosha, in Kenosha County.

Line 46: A 26,400 volt, single circuit, wood pole transmission line, approximately 4.5 miles in length, extending from a point of junction near the northeast corner of Section 15 in the Town of Caledonia, in Racine County, with a line which is described as Line 13 in the Original Indenture and is subject to the lien and operation thereof, westerly to a distribution substation located near the western boundary line of the Town of Caledonia, in Racine County.

Line 47: A 26,400 volt, single circuit, wood pole transmission line, approximately 4.35 miles in length, extending from the Albers Street Substation southerly through a portion of the City of Kenosha and the Town of Pleasant Prairie, to the South Kenosha Substation, all in Kenosha County.

Line 48: A 26,400 volt, single circuit, wood pole transmission line, approximately 33.60 miles in length, extending from the Albers Street Substation westerly through the City of Kenosha and the Town of Pleasant Prairie, through the Towns of Bristol, Salem and Wheatland, in Kenosha County, and the Town of Burlington, in Racine County, to the Burlington Substation, located in the City of Burlington, in Racine County.

Line 49: A 26,400 volt, wood pole transmission line, approximately 35.25 miles in length, of which 16.50 miles is double circuit and 18.75 miles is single circuit, extending from the Burlington Substation westerly through the Town of Burlington, in Racine County, through the Towns of Lyons and Geneva, the City of Elkhorn and the Towns of Delavan, Sugar Creek, La Grange and Whitewater, in Walworth County, to the Whitewater Substation, located in the City of Whitewater, in Walworth County.

Line 50: A 26,400 volt, double circuit, wood pole transmission line, approximately 1.40 miles in length, extending from a point of junction with Line 49 in the westerly part of the Town of Lyons, in Walworth County, southerly to a point of connection with an electric transmission line of Wisconsin

Power and Light Company, in the Town of Lyons, in Walworth County.

Line 51: A 26,400 volt, double circuit, wood pole transmission line, approximately 32 miles in length, extending from the Whitewater Substation northwesterly through the Town of Whitewater, in Walworth County, thence northerly along the boundary line between the Towns of Lima, in Rock County, and Whitewater, in Walworth County, and between the Towns of Koshkonong and Cold Spring, in Jefferson County, through the Town of Koshkonong, the City of Fort Atkinson, in Jefferson County, through the Town of Jefferson, the City of Jefferson, the Towns of Aztalan and Farmington, the Village of Johnson Creek and the Town of Watertown, to the Concord Road Substation, in the Town of Watertown, in Jefferson County.

Line 52: A 26,400 volt, single circuit, wood pole transmission line, approximately 29.45 miles in length, extending from a point of junction with Line 51 in the northeasterly part of the Town of Aztalan, in Jefferson County, westerly through a portion of the Towns of Aztalan and Lake Mills, and through the City of Lake Mills, in Jefferson County, thence northerly through the Town of Waterloo, in Jefferson County, and the Towns of Portland, Elba and Lowell, in Dodge County, to a distribution substation located north of the Village of Reeseville, in Dodge County.

Line 53: A 26,400 volt, single circuit, wood pole transmission line, approximately 10.75 miles in length, extending from a point of junction with Line 52 approximately 1.5 miles southeasterly from the Village of Waterloo, in Jefferson County, westerly and southerly through the Town of Waterloo, in Jefferson County, the Town of Medina, and the Village of Marshall, in Dane County, and the Town of Deerfield, in Dane County, to a distribution substation located approximately 2 miles north of the Village of Deerfield, in Dane County.

Line 54: A 26,400 volt, single circuit, wood pole transmission line, approximately 25.48 miles in length, extending from the Whitewater Substation northerly through the City of Whitewater and the Town of Whitewater, in Walworth County, and the Towns of Cold Spring, Hebron, Jefferson, Farmington and Watertown, in Jefferson County, to the Concord Road Substation, in the Town of Watertown, in Jefferson County.

Line 55: A 26,400 volt, single circuit, wood pole transmission line, approximately 14.50 miles in length, extending from

a point of junction with Line 51 in the City of Jefferson, in Jefferson County, through the Town of Jefferson to a point of junction with Line 54 in said Town of Jefferson, thence easterly through the Town of Sullivan to a customer's substation located in the Village of Sullivan, in Jefferson County.

Line 56: A 26,400 volt, single circuit, wood pole transmission line, approximately 1.00 mile in length, extending from a point of junction with Line 51, in the southeasterly part of the Town of Aztalan, in Jefferson County, easterly to a point of connection with a customer's substation located in the Town of Aztalan.

Line 57: A 26,400 volt, single circuit transmission line on the existing steel towers of a line which is described as Line 1 in the Original Indenture and is subject to the lien and operation thereof, approximately 8.63 miles in length, extending from the Franklyn Street Substation in the City of Whitewater, in Walworth County, northeasterly through the City of Whitewater and the Towns of Whitewater and La Grange, in Walworth County, thence north to the Little Prairie Substation, in the Town of Palmyra, in Jefferson County.

Line 58: A 26,400 volt, double circuit, wood pole transmission line, approximately 8 miles in length, extending from the Granville Substation in the Town of Granville, in Milwaukee County, northwesterly through the Town of Granville, in Milwaukee County, and the Town of Menomonee, in Waukesha County, to the Menomonee Falls Substation, in Waukesha County.

Line 59: A 26,400 volt, single circuit, wood pole transmission line, approximately 47.80 miles in length, extending from the Menomonee Falls Substation northwesterly through the Town of Menomonee, in Waukesha County, the Towns of Germantown, Richfield and Polk, the Village of Slinger and the Towns of Hartford and Addison, in Washington County, through the Town of Herman, the Town and the Village of Theresa, and the Town and the Village of Lomira, in Dodge County, with a branch line extending northerly and easterly through the Towns of Byron and Eden, in Fond du Lac County, to the Village of Eden and the unincorporated community of Marblehead, in the Town of Eden, in Fond du Lac County.

Line 60: A 26,400 volt, single circuit, wood pole transmission line, approximately 11 miles in length, extending

from the Menomonee Falls Substation westerly through the Towns of Menomonee, Lisbon and Merton, and the Villages of Sussex and Merton, to the Merton Substation, all in Waukesha County.

Line 61: A 26,400 volt, single circuit transmission line supported on wood H-frames of Line 44, approximately 10.90 miles in length, extending from the St. Lawrence Substation in the Town of Hartford westerly through the Towns of Hartford and Rubicon to the Neosho Substation, all in Washington County.

Line 62: A 26,400 volt, single circuit, wood pole transmission line, approximately 3.20 miles in length, extending from a point of junction with Line 61 in the Town of Hartford through the City and Town of Hartford, to a customer's substation in the City of Hartford, all in Washington County.

Line 63: A 26,400 volt, single circuit, wood pole transmission line, approximately 22.40 miles in length, extending from the steam-electric generating station in the City of Port Washington, in Ozaukee County, southerly through a portion of the City and the Town of Port Washington, the Town and the Village of Grafton, the Towns of Cedarburg and Mequon, and the Village of Thiensville, in Ozaukee County, and through a portion of the Town of Granville, in Milwaukee County, to a point of junction in the southeastern part of the Town of Granville, in Milwaukee County, with a line which is described as Line 16 in the Original Indenture and is subject to the lien and operation thereof.

Line 64: A 26,400 volt, single circuit, wood pole transmission line, approximately 9.80 miles in length, extending from the West Bend Substation westerly through a portion of the City and the Town of West Bend and the Town of Addison to a point of junction with Line 59 at the unincorporated community of Addison, in Washington County.

Line 65: A 26,400 volt, single circuit wood pole transmission line, approximately 18 miles in length, extending from the West Bend Substation southeasterly through the City and the Town of West Bend and the Town of Trenton, in Washington County, through the Towns of Cedarburg and Grafton, in Ozaukee County, to a point of junction with Line 63, southwest-erly from the City of Port Washington, in Ozaukee County.

Line 66: A 26,400 volt, single circuit, wood pole transmission line, approximately 50.60 miles in length, extending from the steam-electric generating station in the City of Port Washington, northerly through the City and the Town of Port Washington, and the Village and the Town of Belgium, all in Ozaukee County, through the Village of Cedar Grove and the Towns of Holland, Sherman and Scott, in Sheboygan County, through the Towns of Auburn and Ashford, and the Village of Campbellsport, in Fond du Lac County; through the Town of Lomira to a point of junction with Line 59 in the Village of Lomira, in Dodge County; together with a branch line extending from a point in the southern part of the Town of Auburn, in Fond du Lac County, southward through said Town of Auburn, and the Town of Kewaskum, to a customer's substation in the Village of Kewaskum, in Washington County.

Line 67: A 26,400 volt, single circuit, wood pole transmission line, approximately 18.12 miles in length, extending from the steam-electric generating station in the City of Port Washington, westerly through the City and the Town of Port Washington, through the Village and Town of Saukville, in Ozaukee County, and through the Town of Trenton, and the City and the Town of West Bend, to the West Bend Substation, in Washington County.

Line 68: A 26,400 volt, single circuit, wood pole transmission line, approximately 8.46 miles in length, extending from the West Bend Substation northerly through a portion of the City and the Town of West Bend and the Village and the Town of Barton, through the Town and the Village of Kewaskum, to a point of junction with Line 66, all in Washington County.

Line 69: A 26,400 volt, single circuit, wood pole transmission line, approximately 7.43 miles in length, extending from the Random Lake Substation in the Town of Sherman northerly through the Towns of Sherman and Lyndon, to the substation in the Village of Waldo, all in Sheboygan County.

Line 70: A 26,400 volt, single circuit, wood pole transmission line, approximately 1.82 miles in length, extending from the Concord Road Substation northwesterly to the Watertown Hydro Substation in the City of Watertown, in Jefferson County.

Line 71: A 26,400 volt, single circuit, steel tower transmission line, approximately 15 miles in length, extending from

the Concord Road Substation, northwesterly through the City of Watertown, in Jefferson and Dodge Counties, through the Towns of Emmet, Shields and Lowell, to a point of junction with Line 52 in the southwesterly part of the Town of Lowell, in Dodge County.

B. Electric Transmission Lines Constructed by the Company since March 1, 1949

Line 72—Section A: A 132,000 volt, single circuit transmission line, approximately 1.19 miles in length, of which approximately 0.46 miles is on wood poles and 0.73 miles is on steel towers, extending from the 96th Street Switching Station in the Northeast One-quarter of Section 32 westerly to the Bluemound Switching Station in the Northeast One-quarter of Section 31, in the Town of Wauwatosa, in Milwaukee County.

Line 72—Section B: A 132,000 volt, single circuit, steel tower transmission line approximately 9.02 miles in length, of which the southerly 3.62 miles is on the existing steel towers of a line which is described as Line 1 in the Original Indenture and is subject to the lien and operation thereof, extending from the Bluemound Switching Station in the Northeast One-quarter of Section 31, in the Town of Wauwatosa, southerly through the Towns of Wauwatosa, Greenfield and Franklin, to a point of junction in the Northwest One-quarter of Section 7, Town of Franklin, with a line which is described as Line 36 in the Third Supplemental Indenture and is subject to the lien and operation thereof, in Milwaukee County.

Line 73: A 26,400 volt, single circuit transmission line, approximately 6.52 miles in length, of which approximately 3.44 miles is on wood poles and approximately 3.08 miles is underground, extending from a point of junction in the Town of Granville with a line which is described as Line 22 in the Original Indenture and is subject to the lien and operation thereof, southerly and easterly through the Towns of Granville and Milwaukee, the City of Milwaukee, and the Village of Shorewood, to the Oakland Avenue Substation in the Village of Shorewood, in Milwaukee County.

FOURTH.

ALSO all franchises and all permits, ordinances, easements, privileges, immunities and licenses, all rights to construct, maintain and operate overhead, surface and underground systems for the distribution and transmission of electricity for the supply to itself or others of light, heat, cold or power, all rights-of-way, all waters, water rights and flowage rights and all grants and consents, conveyed, transferred or assigned to the Company by Wisconsin Natural Gas Company.

FIFTH.

ALSO, all other property, real, personal and mixed (except as herein expressly excepted) of every nature and kind, conveyed to the Company by Wisconsin Natural Gas Company.

SIXTH.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof; with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, income, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from the Indenture and from the lien and operation hereof the following property conveyed, sold, assigned or transferred to the Company by Wisconsin Natural Gas Company:

(a) All bills, notes, accounts receivable, contracts, operating agreements and choses in action, not specifically assigned to or pledged with the Trustee, and all existing leases in which the Company is now lessor;

(b) All materials, merchandise, appliances and supplies acquired for the purposes of resale or leasing to its customers

in the ordinary course and conduct of the business of the Company, and all materials and supplies held for consumption in operation or held in advance of use thereof for fixed capital purposes; and

(c) All electric energy and other materials or products acquired by the Company for sale, distribution or use in the ordinary course and conduct of its business.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property hereinbefore described, and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties hereinabove described, and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture; and

SUBJECT ALSO, as to the properties embraced therein or subject thereto, to the lien of the Mortgage or Deed of Trust dated January 1, 1909 from Waukesha Gas & Electric Company to Girard Trust Company, as Trustee, securing \$500,000 principal amount of Five Per Cent. First Mortgage Gold Bonds of which \$231,000 principal amount are held by the trustee under such mortgage under conditions such that no transfer of ownership or possession thereof is permissible;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto,

including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, for the benefit of those who shall hold the Bonds and coupons, or any of them, to be issued under the Indenture, as follows:

ARTICLE I.

DESCRIPTION OF BONDS OF 1980 SERIES.

SECTION 1. The fourth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1980 Series. The Bonds of 1980 Series shall be designated as "First Mortgage Bonds, 2¾% Series due 1980" of the Company. The Bonds of 1980 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture.

The coupon Bonds of 1980 Series shall be dated June 1, 1950, and all Bonds of 1980 Series shall mature June 1, 1980, and shall bear interest at the rate of two and three-quarters per cent. (2¾%) per annum, payable semi-annually on the first days of June and December in each year. The Bonds of 1980 Series shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company

in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

SECTION 2. The Bonds of 1980 Series shall be coupon Bonds registerable as to principal, of the denomination of \$1,000, numbered consecutively from M1 upwards, and registered Bonds without coupons of the denominations of \$1,000, numbered consecutively from RM1 upwards, and \$5,000, numbered consecutively from RV1 upwards, and any multiple of \$5,000, numbered consecutively from R1 upwards. For all registered Bonds of 1980 Series without coupons authenticated and delivered, there may be reserved by the Trustee appropriate serial numbers of coupon Bonds of 1980 Series issuable in exchange therefor as in the Original Indenture provided for the same aggregate principal amount, and whenever any registered Bonds of 1980 Series without coupons shall be so authenticated and delivered, there may be indicated or endorsed thereon, in such form as may then be required to comply with the rules and regulations of any stock exchange upon which Bonds of 1980 Series are listed or are to be listed or to conform with any usage with respect thereto, the distinctive serial number or numbers so reserved with respect to such registered Bonds of 1980 Series so issued, but, unless such reservation, indication or endorsement be so required, no such reservation, indication or endorsement need be made. Coupon Bonds of 1980 Series may be exchanged, upon surrender thereof, with all unmatured coupons attached, at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin, for a fully registered Bond or fully registered Bonds of 1980 Series without coupons, of authorized denominations, for the same aggregate principal amount, upon payment of charges and subject to the terms and conditions set forth in the Indenture.

SECTION 3. The coupon Bonds of 1980 Series, the coupons to be attached thereto, and the registered Bonds of 1980 Series without coupons shall be substantially in the following forms respectively:

[FORM OF COUPON BOND]

WISCONSIN ELECTRIC POWER COMPANY
 (Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 2¾% SERIES DUE 1980

Due June 1, 1980

No. M.

\$1,000

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer or, if this Bond be registered, to the registered owner hereof, on the first day of June, 1980, the sum of One thousand Dollars, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the first day of June, 1950, at the rate of two and three-quarters per cent. (2¾%) per annum, payable semi-annually, on the first days of June and December in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture hereinafter mentioned, but only, in case of interest due on or before maturity, according to the tenor and upon presentation and surrender of the respective coupons therefor hereto attached as they severally mature. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

This Bond is one of a duly authorized issue of Bonds of the Company (hereinafter called the "Bonds"), in unlimited aggre-

gate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indenture supplemental thereto dated June 1, 1946 (herein called the "Supplemental Indenture of June 1, 1946"), between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture"), to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 2 $\frac{3}{4}$ % Series due 1980" (herein called "Bonds of 1980 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supple-

mental thereto and described in the indenture (hereinafter called the "Supplemental Indenture of June 1, 1950"), dated June 1, 1950, executed by the Company to the Trustee.

The Bonds of 1980 Series are subject to redemption (otherwise than for the Improvement and Sinking Fund provided for in the Supplemental Indenture of June 1, 1950, the Maintenance and Replacement Fund provided for in said Supplemental Indenture, and in the Supplemental Indentures of June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity at the option of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of June 1, 1950.

The Bonds of 1980 Series are subject to redemption for said Improvement and Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Supplemental Indenture of June 1, 1950.

If Redeemed During the 12 Months Period Ending the Last Day of May	Regular	Special
	Redemption Price	Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1951.....	104.02	101.03
1952.....	103.89	101.01
1953.....	103.76	100.98
1954.....	103.62	100.96
1955.....	103.49	100.93
1956.....	103.35	100.91
1957.....	103.22	100.88

If Redeemed During the 12 Months Period Ending the Last Day of May	Regular	Special
	Redemption Price	Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds.	
1958.....	103.09	100.86
1959.....	102.95	100.83
1960.....	102.82	100.80
1961.....	102.68	100.77
1962.....	102.55	100.74
1963.....	102.42	100.71
1964.....	102.28	100.68
1965.....	102.15	100.65
1966.....	102.01	100.62
1967.....	101.88	100.58
1968.....	101.75	100.55
1969.....	101.61	100.51
1970.....	101.48	100.48
1971.....	101.34	100.44
1972.....	101.21	100.40
1973.....	101.08	100.36
1974.....	100.94	100.32
1975.....	100.81	100.28
1976.....	100.67	100.24
1977.....	100.54	100.19
1978.....	100.41	100.15
1979.....	100.27	100.10
1980.....	100.14	100.05

Such redemption in every case shall be effected upon notice given by publication once in each of three separate calendar weeks in an authorized newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York (the first of such publications to be no more than sixty and not less than thirty days before the redemption date), and, if any of the Bonds are registered, similar notice shall be sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty days prior to the redemption date, to the registered owners of such Bonds, at their

addresses as the same shall appear, if at all, on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of June 1, 1950.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by delivery except while registered as to principal. This Bond may, from time to time, be registered as to principal in the name of the owner on books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, and such registration shall be noted hereon, after which no transfer hereof shall be valid unless made on said books by the registered owner hereof in person or by duly authorized attorney, and similarly noted hereon; but this Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; and this Bond may again, from time to time, be registered or discharged from registration in the same manner. Such registration, however, shall not affect the negotiability of the coupons hereto appertaining, which shall always be payable to bearer and transferable by delivery, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond at the time be registered. Such registration, transfers and discharges from registration shall be without expense to the bearer or registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the bearer or registered owner requesting such registration, transfer or discharge from registration as a condition precedent to the exercise of such privilege.

Coupon Bonds of 1980 Series may be exchanged upon surrender thereof, with all unmatured coupons attached, at either of said agencies of the Company for a fully registered Bond or fully registered Bonds without coupons of the same series, of authorized denominations, for the same aggregate principal amount, bearing interest from the June 1 or December 1 next preceding the date thereof (each fully registered Bond without coupons to be dated as of the time of issue, unless issued on an interest date, in which event it shall be dated as of the day next following such interest date), all upon payment of the charges and subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every bearer or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

Neither this Bond, nor any of the coupons for interest thereon, shall be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or

a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, as of the first day of June, 1950.

WISCONSIN ELECTRIC POWER COMPANY,

By
Vice President.

Attest:

.....
Assistant Secretary.

[FORM OF COUPON]

No.....

\$13.75

2¾% Series due 1980

On the first day of, unless the Bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Wisconsin Electric Power Company will pay to bearer, on surrender of this coupon at the agency of the Company in the Borough of Manhattan, The City of New York or at the agency of the Company in the City of Milwaukee, Wisconsin, Thirteen and 75/100 Dollars in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, being six months' interest then payable on its First Mortgage Bond, 2¾% Series due 1980, No.

.....
Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 2¾% SERIES DUE 1980

Due June 1, 1980

No. R.....

\$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture hereinafter referred to), for value received, hereby promises to pay to or registered assigns, on the first day of June, 1980, the sum of Dollars, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the June 1 or December 1 next preceding the date of this Bond at the rate of two and three-quarters per cent. (2¾%) per annum, payable semi-annually, on the first days of June and December in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture hereinafter mentioned. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and

deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indenture supplemental thereto dated June 1, 1946 (herein called the "Supplemental Indenture of June 1, 1946"), between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture"), to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 2 $\frac{3}{4}$ % Series due 1980" (herein called "Bonds of 1980 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the Indenture (hereinafter called the "Supplemental Indenture of June 1, 1950"), dated June 1, 1950, executed by the Company to the Trustee.

The Bonds of 1980 Series are subject to redemption (otherwise than for the Improvement and Sinking Fund provided for in the Supplemental Indenture of June 1, 1950, the Maintenance and Replacement Fund provided for in said Supplemental Indenture and in the Supplemental Indentures of June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity at the option of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of June 1, 1950.

The Bonds of 1980 Series are subject to redemption for said Improvement and Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the Trust Estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Supplemental Indenture of June 1, 1950.

If Redeemed During the 12 Months Period Ending the Last Day of May	Regular Redemption Price	Special Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1951.....	104.02	101.03
1952.....	103.89	101.01
1953.....	103.76	100.98
1954.....	103.62	100.96
1955.....	103.49	100.93
1956.....	103.35	100.91
1957.....	103.22	100.88
1958.....	103.09	100.86
1959.....	102.95	100.83
1960.....	102.82	100.80
1961.....	102.68	100.77

If Redeemed During the 12 Months Period Ending the Last Day of May	Regular	Special
	Redemption Price	Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1962.....	102.55	100.74
1963.....	102.42	100.71
1964.....	102.28	100.68
1965.....	102.15	100.65
1966.....	102.01	100.62
1967.....	101.88	100.58
1968.....	101.75	100.55
1969.....	101.61	100.51
1970.....	101.48	100.48
1971.....	101.34	100.44
1972.....	101.21	100.40
1973.....	101.08	100.36
1974.....	100.94	100.32
1975.....	100.81	100.28
1976.....	100.67	100.24
1977.....	100.54	100.19
1978.....	100.41	100.15
1979.....	100.27	100.10
1980.....	100.14	100.05

Such redemption in every case shall be effected upon notice given by publication once in each of three separate calendar weeks in an authorized newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York (the first of such publications to be no more than sixty and not less than thirty days before the redemption date), and, if any of the Bonds are registered, similar notice shall be sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty days prior to the redemption date, to the registered owners of such Bonds, at their addresses as the same shall appear, if at all, on the transfer register of the Company, all subject to the conditions and as more

fully set forth in the Amended Indenture and the Supplemental Indenture of June 1, 1950.

In case an event of default, as defined in the Amended Indenture, shall occur; the principal of all the Bonds at any such time outstanding under the Amended Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds without coupons of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like form and series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; or the registered owner of this Bond, at his option, may in like manner surrender the same for cancellation in exchange for the same aggregate principal amount of coupon Bonds of the same series and in authorized denominations, with coupons attached maturing on and after the next ensuing interest date; all upon payment of the charges and subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through

the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By
Vice President.

Attest:

.....
Assistant Secretary.

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of June 1, 1950.

FIRST WISCONSIN TRUST COMPANY,
Trustee,

By
Authorized Officer.

SECTION 4. Until Bonds of 1980 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1980 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such Bonds of 1980 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

ARTICLE II.

ISSUE OF BONDS OF 1980 SERIES.

SECTION 1. The principal amount of Bonds of 1980 Series which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. Bonds of 1980 Series for the aggregate principal amount of Fifteen million Dollars (\$15,000,000), being the initial issue of Bonds of 1980 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or

recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and by Article XVIII of the Original Indenture.

ARTICLE III.

REDEMPTION.

SECTION 1. The Bonds of 1980 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable (otherwise than for the Improvement and Sinking Fund provided in Article IV hereof, or the Maintenance and Replacement Fund provided in Article IV hereof, and otherwise than pursuant to Section 8 of Article VIII of the Original Indenture except that, in the case of moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture, redemption pursuant to said Section 8 of said Article VIII shall be at the immediately following redemption prices), at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date:

If Redeemed During the 12 Months Period Ending the Last Day of May	Regular Redemption Price Expressed as Percentage of the Principal Amount of the Bonds
1951.....	104.02
1952.....	103.89
1953.....	103.76
1954.....	103.62
1955.....	103.49
1956.....	103.35
1957.....	103.22
1958.....	103.09

If Redeemed During the 12 Months Period Ending the Last Day of May	Regular Redemption Price Expressed as Percentage of the Principal Amount of the Bonds
1959.....	102.95
1960.....	102.82
1961.....	102.68
1962.....	102.55
1963.....	102.42
1964.....	102.28
1965.....	102.15
1966.....	102.01
1967.....	101.88
1968.....	101.75
1969.....	101.61
1970.....	101.48
1971.....	101.34
1972.....	101.21
1973.....	101.08
1974.....	100.94
1975.....	100.81
1976.....	100.67
1977.....	100.54
1978.....	100.27
1979.....	100.41
1980.....	100.14

The Bonds of the 1980 Series shall, subject to the provisions of Article V of the Indenture, be redeemable through the operation of the Sinking Fund or the Maintenance and Replacement Fund provided in Article IV hereof, or pursuant to Section 8 of Article VIII of the Indenture (otherwise than with moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture), upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date:

If Redeemed During the 12 Months Period Ending the Last Day of May	Special Redemption Price Expressed as Percentage of the Principal Amount of the Bonds
1951.....	101.03
1952.....	101.01
1953.....	100.98
1954.....	100.96
1955.....	100.93
1956.....	100.91
1957.....	100.88
1958.....	100.86
1959.....	100.83
1960.....	100.80
1961.....	100.77
1962.....	100.74
1963.....	100.71
1964.....	100.68
1965.....	100.65
1966.....	100.62
1967.....	100.58
1968.....	100.55
1969.....	100.51
1970.....	100.48
1971.....	100.44
1972.....	100.40
1973.....	100.36
1974.....	100.32
1975.....	100.28
1976.....	100.24
1977.....	100.19
1978.....	100.15
1979.....	100.10
1980.....	100.05

SECTION 2. Subject to the provisions of Article V of the Indenture, notice of redemption shall be given by publication once in each of three separate calendar weeks in an authorized news-

paper in the Borough of Manhattan, The City of New York, the first of such publications to be not more than sixty and not less than thirty days prior to the date fixed for redemption, and, if any of the Bonds to be redeemed are registered Bonds or coupon Bonds registered as to principal, similar notice shall be sent by the Company through the mails, postage prepaid, at least thirty days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds at their addresses as the same shall appear, if at all, on the transfer register of the Company.

ARTICLE IV.

IMPROVEMENT AND SINKING FUND AND MAINTENANCE AND REPLACEMENT FUND.

SECTION 1. The Company covenants and agrees that, so long as any Bonds of 1980 Series are outstanding, it will, on or before April 30 of each year beginning with the year 1954 deposit with the Trustee an amount in cash and/or a principal amount of issued Bonds of 1980 Series, not theretofore made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture, equal in the aggregate to one per cent. (1%) of (a) the greatest aggregate principal amount of Bonds of 1980 Series outstanding at any one time prior to January 1, of such year less (b) the aggregate principal amount of all issued Bonds of 1980 Series retired pursuant to Section 8 of Article VIII of the Indenture prior to the date of such deposit; *provided, however*, that in each year to and including the year 1956, but not thereafter there shall be credited against the amount of cash and/or principal amount of Bonds of 1980 Series so required to be deposited with the Trustee an amount equal to sixty per cent. (60%) of the amount of net bondable value of property additions not subject to an unfunded prior lien which the Company then elects to make the basis of a credit under this Section.

On or before April 30 of each such year beginning with the year 1954 the Company shall deliver to the Trustee:

(a) an officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of 1980 Series outstanding at any one time prior to January 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 1980 Series retired pursuant to Section 8 of Article VIII of the Indenture prior to the date of such officers' certificate;

and, in each such year to and including the year 1956, but not thereafter

(b) if the Company then elects to make the basis of a credit under this Section any amount of net bondable value of property additions not subject to an unfunded prior lien, the certificates, instruments, opinions, prior lien bonds and cash prescribed in Subdivisions (a) to (g), inclusive, of Section 4 of Article III of the Original Indenture, except that such documents shall refer to the reduction of cash rather than to the issue of Bonds or the withdrawal of cash.

So long as any of the Bonds of 1980 Series are outstanding, property additions used as the basis of a credit under this Section shall not thereafter be made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

Notwithstanding any other provisions of the Original Indenture or this Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on April 30 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of issued Bonds of 1980 Series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

The Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 1980 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Trustee; provided, however, that no Bonds of 1980 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 1980 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Trustee any Improvement and Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President or any Vice President, and its Treasurer or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Trustee to apply an amount therein specified to the redemption of Bonds of 1980 Series, direct the Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of 1980 Series or required for the purchase of Bonds of 1980 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1980 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1980 Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall select by lot, in any manner determined by the Trustee to be equitable, from the Bonds of 1980 Series, the particular Bonds of 1980 Series or portions thereof to be redeemed, in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount so specified and within ten days after the receipt of such instrument in writing and certified resolution notify the Company of the particular

Bonds of 1980 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty thousand Dollars (\$50,000) deposited with the Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 1980 Series or for the redemption of Bonds of 1980 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Trustee to the redemption of issued Bonds of 1980 Series. In such case the Trustee shall select by lot in any manner determined by the Trustee to be equitable from the Bonds of 1980 Series the particular Bonds of 1980 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 1980 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds of 1980 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the provisions of this Section shall forthwith be cancelled by the Trustee and shall not be re-issued, and, so long as any Bonds of 1980 Series are outstanding, no Bonds of 1980 Series so delivered to, purchased or redeemed and cancelled shall be made the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of the 1980 Series are outstanding, it will provide a Maintenance and Replacement Fund (herein called the Maintenance and Replacement Fund), as follows—

(A) The Company will, so long as any Bonds of the 1976 Series remain outstanding, make the payments or deliver bonds

to the Trustee in accordance with and as required by the Maintenance Fund for the Bonds of 1976 Series (Section 2 of Part IV of the Supplemental Indenture of June 1, 1946) and comply with all the covenants and provisions of said Maintenance Fund as set forth in said Section 2 of Part IV;

(B) When no Bonds of 1976 Series remain outstanding, the Company agrees that it will, on or before April 30 in each year, make the payments to the Trustee for the maintenance and replacement requirement as provided in Paragraph (B) of Section 2 of Article IV of the Supplemental Indenture of March 1, 1949, and will comply with all the covenants and provisions with respect to such maintenance and replacement requirement contained in said Section 2, and will be entitled to the privilege of using gross property additions in the manner provided therein when the Bonds of 1976 Series no longer remain outstanding, which covenants, and provisions are hereby continued in effect so long as any of the Bonds of 1980 Series are outstanding.

Any Bonds of 1980 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the Maintenance and Replacement Fund, shall forthwith be cancelled by the Trustee and shall not be reissued.

SECTION 3. Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provisions of this Article:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. The cost of all advertising or publishing and all brokerage charges shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from

any moneys deposited with the Trustee under Sections 1 or 2 of this Article IV, an amount equal to the amount by which the aggregate principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such Bonds.

SECTION 4. No moneys received by the Trustee pursuant to any provision of the Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to Section 8 of Article VIII of the Original Indenture, shall be credited at any time to or on account of the Improvement and Sinking Fund or the Maintenance and Replacement Fund provided for in this Article IV.

ARTICLE V.

ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any of the Bonds of 1980 Series are outstanding, the Company will not declare any dividends on its common stock or make any other distribution on, or acquire for value any shares of, its common stock, if such declaration, distribution or acquisition would be prohibited by the provisions of Article V of the Supplemental Indenture of March 1, 1949, if such provisions were then in effect; and such provisions are hereby continued in effect so long as any of the Bonds of 1980 Series are outstanding.

SECTION 2. That the Company is lawfully seized and possessed of all of the mortgaged property described in the granting clauses of this Supplemental Indenture; that it has good right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of 1980 Series, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the

Indenture, except as set forth in the granting clauses of the Indenture or this Supplemental Indenture.

ARTICLE VI.

ARTICLE IV AND SECTION 1 OF ARTICLE V LIMITED.

The provisions of Article IV and Section 1 of Article V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 1980 Series are outstanding. The provision of Section 8 of Article VIII of the Original Indenture shall not apply to any cash deposited with the Trustees pursuant to the provisions of Section 2 of Article IV.

ARTICLE VII.

THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture shall, for all purposes thereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture, for convenience and for the purpose of reference is dated June 1, 1950, the actual date

of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the first day of June, One thousand nine hundred and fifty.

WISCONSIN ELECTRIC POWER COMPANY,

By /s/ G. W. VAN DERZEE
G. W. Van Derzee
President.

[CORPORATE SEAL]

Attested:

/s/ H. P. CHAMBERLIN
H. P. Chamberlin
Assistant Secretary.

Signed, sealed and delivered by
WISCONSIN ELECTRIC POWER
COMPANY in the presence of:

/s/ R. J. MATHEWS
R. J. Mathews

/s/ C. J. TRUDEAU
C. J. Trudeau
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

By /s/ P. P. NOLTE
P. P. Nolte
Vice President.

[CORPORATE SEAL]

Attested:

/s/ JOHN M. NUZUM
John M. Nuzum
Secretary.

Signed, sealed and delivered by
FIRST WISCONSIN TRUST COM-
PANY in the presence of:

/s/ MARGARET KLEINHANS
Margaret Kleinhans

/s/ M. H. KLUG
M. H. Klug
As Witnesses.

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } ss.:

On this 9th day of June, 1950, before me personally appeared G. W. VAN DERZEE and H. P. CHAMBERLIN, to me personally known, who, being by me severally duly sworn, did say: that G. W. VAN DERZEE is President and H. P. CHAMBERLIN is Assistant Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said G. W. VAN DERZEE and H. P. CHAMBERLIN severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ ROBERT B. FISHER
ROBERT B. FISHER
Notary Public
Milwaukee County, Wisconsin
My commission expires on
November 16, 1952.

[SEAL OF NOTARY PUBLIC]

STATE OF WISCONSIN, }
 COUNTY OF MILWAUKEE. } SS.:

On this 9th day of June, 1950, before me personally appeared P. P. NOLTE and JOHN M. NUZUM, to me personally known, who, being by me severally duly sworn, did say: that P. P. NOLTE is a Vice President and JOHN M. NUZUM is Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said P. P. NOLTE and JOHN M. NUZUM severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ HERBERT H. HINZ

HERBERT H. HINZ

Notary Public

Milwaukee County, Wisconsin

My commission expires on November 22, 1953.

[SEAL OF NOTARY PUBLIC]

This Fourth Supplemental Indenture dated June 1, 1950 was recorded in the office of the Register of Deeds of the Counties listed below, all in the State of Wisconsin, as follows:

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
Calumet	June 9, 1950	1:20 P.M.	66	225	70973
Dane	June 9, 1950	1:20 P.M.	683	115	799058
Dodge	June 9, 1950	2:00 P.M.	249	183	417570
Fond du Lac	June 9, 1950	1:45 P.M.	337	17	95009
Jefferson	June 9, 1950	1:30 P.M.	226	521	444626
Kenosha	June 9, 1950	1:19 P.M.	299	139	321632
Manitowoc	June 9, 1950	1:11 P.M.	185	343	311980
Milwaukee	June 9, 1950	11:10 A.M.	2795	327	2944900
Ozaukee	June 9, 1950	11:30 A.M.	110	85	143037
Racine	June 9, 1950	1:04 P.M.	479	413	560479
Rock	June 9, 1950	1:32 P.M.	332	50	508925
Sheboygan	June 9, 1950	2:34 P.M.	290	407	543926
Walworth	June 9, 1950	1:09 P.M.	272	250	425738
Washington	June 9, 1950	1:15 P.M.	144	34	208670
Waukesha	June 9, 1950	11:38 A.M.	350	341	338548

(U. S. Documentary Stamps in the amount of \$16,500 were affixed to the original Indenture and were duly cancelled on June 9, 1950.)

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
Brown	Aug. 26, 1964	2:35 P.M.	669	497	619313
Outagamie	Aug. 25, 1964	9:00 A.M.	669	215	571689
Waupaca	Aug. 25, 1964	3:40 P.M.	352	247	299763

<u>(50) County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Volume</u>	<u>Page</u>	<u>Document No.</u>
Portage	May 8, 1968	10:00 A.M.	269	1	269168

<u>50 County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Volume</u>	<u>Page</u>	<u>Document Number</u>
Wood	Sept. 22, 1975	9:15 A.M.	387	273	544174