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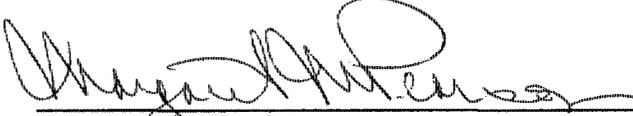
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INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Tenth Supplemental Indenture dated November 1, 1966 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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RECORDED AND INDEXED

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WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

Tenth Supplemental Indenture

DATED NOVEMBER 1, 1966

**First Mortgage Bonds,
5 $\frac{7}{8}$ % Series due 1996**

WISCONSIN ELECTRIC POWER COMPANY
Tenth Supplemental Indenture dated November 1, 1966

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SUPPLEMENTAL INDENTURE, dated the first day of November, Nineteen hundred and sixty-six (1966) 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, May 1, 1952 and April 1, 1958 (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, March 1, 1949, June 1, 1950, May 1, 1952, May 1, 1954, April 15, 1956, April 1, 1958 and November 15, 1960 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 and indentures supplemental thereto 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"), of which \$43,563,000 principal amount remain outstanding at the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds, 2⅞% 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''), of which \$8,986,000 principal amount remain outstanding at the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, 2 $\frac{3}{4}$ % Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, of which \$13,461,000 principal amount remain outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$11,191,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$18,389,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$26,750,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$27,882,000 principal amount remain outstanding at the date of execution hereof;

(9) \$30,000,000 principal amount of First Mortgage Bonds, 5% Series due 1990, which are described in the Supplemental Indenture dated November 15, 1960, of which \$29,836,000 principal amount remain outstanding at the date of execution hereof;

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 provisions 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, 5 $\frac{7}{8}$ % Series due 1996" (hereinafter called the "Bonds of 1996 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 for 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 and 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 properties described in Schedule A to this Supplemental Indenture (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof);

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 herein 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, high-ways, rights-of-way and railroad purposes over, upon and across certain of the property described in Schedule A to this Supplemental Indenture, 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 described in Schedule A to this Supplemental Indenture, 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;

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.

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the Bonds the principal and interest (and premium, if any) to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and in the Indenture expressed as to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect;

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

ARTICLE I.

DESCRIPTION OF BONDS OF 1996 SERIES.

SECTION 1. The tenth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1996 Series. The Bonds of 1996 Series shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 5 $\frac{7}{8}$ % Series due 1996" of the Company. The Bonds of 1996 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 and of this Supplemental Indenture.

The Bonds of 1996 Series shall mature November 1, 1996, and shall bear interest at the rate of five and seven-eighths per cent. (5 $\frac{7}{8}$ %) per annum, payable semi-annually on the first days of May and November in each year (each such May 1 and November 1 being hereinafter called an "interest payment date"). The Bonds of 1996 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.

The interest so payable on any interest payment date shall be paid to the persons in whose names the Bonds of 1996 Series are registered at the close of business on the last business day (hereinafter called the "record date") which is more than ten days prior to such interest payment date, a "business day" being any day which is not a day on which banks in the City of Milwaukee, Wisconsin, are authorized by law to close; except that if the Company shall default in the payment of any interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose names the Bonds of 1996 Series are registered on the date of payment of such defaulted interest.

Except as provided hereinafter, every Bond of 1996 Series shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or November 1, 1966, whichever is later. Notwithstanding Section 6 of Article II of the Original Indenture, any Bond of 1996 Series authenticated and delivered by the Trustee after the close of business on the record date with respect to any interest payment date and prior to such interest payment date shall be dated as of the date next following such interest payment date and shall bear interest from such interest payment date; except that if the Company shall default in the payment of any interest due on an interest payment date, such Bond shall be dated the day following the interest payment date to which interest on such Bond has been paid or November 1, 1966, whichever is later, and shall bear interest from such interest payment date or November 1, 1966, as the case may be.

SECTION 2. The Bonds of 1996 Series shall be registered bonds without coupons of the denomination of \$1,000 and any multiple of \$1,000, numbered consecutively from R1 upwards.

SECTION 3. The Bonds of 1996 Series and the Trustee's Certificate to be endorsed on the Bonds of 1996 Series shall be substantially in the following forms respectively:

[FORM OF BOND]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 5 $\frac{7}{8}$ % SERIES DUE 1996

Due November 1, 1996

No. B..... \$.....

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 November, 1996, 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 May 1 or November 1 next preceeding the date of this Bond at the rate of five and seven-eighths per cent. (5 $\frac{7}{8}$ %) per annum, payable semi-annually, on the first days of May and November 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. The interest so payable on any May 1 or November 1 will, subject to certain exceptions provided in the Amended Indenture hereinafter mentioned, be paid to the person in whose name this Bond is registered at the close of business on the last business day which is more than ten days prior to such May 1 or November 1. 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 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.

Additional provisions of this Bond are set forth on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

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

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By
President

Attest:

.....
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 November 1, 1966.

FIRST WISCONSIN TRUST COMPANY,
Trustee,

By
Authorized Officer

[TEXT APPEARING ON REVERSE SIDE OF BOND]

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 indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, 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, of the Company 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 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, 5 $\frac{7}{8}$ % Series due 1996" (herein called "Bonds of 1996 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the supplemental indenture dated November 1, 1966 (hereinafter called the "Supplemental Indenture of November 1, 1966"), executed by the Company to the Trustee.

The Bonds of 1996 Series are subject to redemption (otherwise than for the Improvement and Sinking Fund provided for in the Supplemental Indenture of November 1, 1966, the Maintenance and Replacement Fund provided for in said Supplemental Indenture and in the supplemental indentures dated 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, 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 November 1, 1966.

The Bonds of 1996 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 November 1, 1966.

If Redeemed During the 12 Months Period Ending October 31	Regular	Special
	Redemption Price	Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1967.....	112.00	102.51
1968.....	112.00	102.47
1969.....	112.00	102.44
1970.....	112.00	102.40
1971.....	112.00	102.36
1972.....	106.99	102.32
1973.....	106.71	102.28
1974.....	106.43	102.23
1975.....	106.15	102.18
1976.....	105.87	102.13
1977.....	105.59	102.08
1978.....	105.31	102.02
1979.....	105.03	101.96
1980.....	104.75	101.89

If Redeemed During the 12 Months Period Ending October 31	Regular	Special
	Redemption Price	Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1981.....	104.47	101.83
1982.....	104.19	101.75
1983.....	103.92	101.68
1984.....	103.64	101.60
1985.....	103.36	101.51
1986.....	103.08	101.42
1987.....	102.80	101.33
1988.....	102.52	101.22
1989.....	102.24	101.12
1990.....	101.96	101.00
1991.....	101.68	100.88
1992.....	101.40	100.76
1993.....	101.12	100.62
1994.....	100.84	100.48
1995.....	100.56	100.33
1996.....	100.28	100.17

Notice of redemption 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 all registered owners of the Bonds to be redeemed, at their addresses as the same shall appear 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 November 1, 1966. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

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 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 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; all 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.

SECTION 4. Until Bonds of 1996 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 1996 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such Bonds of 1996 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 1996 SERIES.

SECTION 1. The principal amount of Bonds of 1996 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 1996 Series for the aggregate principal amount of Thirty million Dollars (\$30,000,000), being the initial issue of Bonds of 1996 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 1996 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 regular redemption prices referred to below), 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, upon payment of the regular redemption prices applicable to the respective period set forth in the form of Bonds of 1996 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

The Bonds of the 1996 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable through the opera-

tion of the Improvement and Sinking Fund or the Maintenance and Replacement Fund provided in Article IV hereof, or pursuant to Section 8 of Article VIII of the Original 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 in the form of Bonds of 1996 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

SECTION 2. Notice of redemption shall be sufficiently given if sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty days prior to the date fixed for redemption, to the registered owners of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

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 1996 Series are outstanding, it will, on or before April 30 of each year beginning with the year 1969 deposit with the Trustee an amount in cash and/or a principal amount of issued Bonds of any 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 or of this Supplemental Indenture, equal in the aggregate to one per cent. (1%) of (a) the greatest aggregate principal amount of Bonds of 1996 Series outstanding at any one time prior to January 1 of such year less (b) the aggregate principal amount of all issued Bonds of 1996 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such deposit; provided, however, that in each year there shall be credited against the amount of cash and/or principal amount of Bonds 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 1969 the Company shall deliver to the Trustee:

(a) an officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of 1996 Series outstanding at any one time prior to January 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 1996 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such officers' certificate;

and

(b) if the Company elects in such year 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 subsections (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 1996 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.

All coupon Bonds delivered by the Company to the Trustee pursuant to the provisions of this Section shall be accompanied by all unmatured coupons appertaining thereto, and all registered Bonds without coupons and all coupon Bonds registered as to principal so delivered shall be accompanied by duly executed instruments of transfer.

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 and the two succeeding years, by depositing cash and/or a principal amount of issued Bonds of any series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the Bonds of 1996 Series.

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 1996 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 1996 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 1996 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 1996 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 1996 Series or required for the purchase of Bonds of 1996 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1996 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1996 Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall select, in any manner determined by the Trustee to be equitable, from the Bonds of 1996 Series, the particular Bonds of 1996 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 the Trustee shall notify the Company of the particular Bonds of 1996 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 1996 Series or for the redemption of Bonds of 1996 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 1996 Series. In such case the Trustee shall select, in any manner determined by the Trustee to be equitable, from the Bonds of 1996 Series the particular Bonds of 1996 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 1996 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds delivered to, and any Bonds of 1996 Series purchased or redeemed by, the Trustee pursuant to the provisions of this Section shall forthwith be cancelled by the Trustee and shall not be reissued, and, so long as any Bonds of 1996 Series are outstanding, no Bonds so delivered and cancelled and no Bonds of 1996 Series so 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 1996 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 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 1996 Series are outstanding. Nothing in this Supplemental Indenture shall be deemed to prohibit the withdrawal by the Company, upon compliance with the provisions of Section 1 of Article VIII of the Original Indenture, of any cash deposited with the Trustee under this Paragraph (B).

Any Bonds of 1996 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 IV:

(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. All costs of giving notice 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 Bonds of 1996 Series are outstanding, the Company will not make any restricted payment on its Common Stock, as such term is defined in Section 2 of this Article V, if, after giving effect to such restricted payment,

(a) the aggregate of all restricted payments made by the Company during the period commencing July 1, 1966 and ending on the last day of the third month preceding the month in which such restricted payment is made,

shall exceed

(b) the sum of \$37,173,892 plus the net income of the Company during such period applicable to the Common Stock of the Company.

SECTION 2. The terms "restricted payment" and "restricted payment on its Common Stock", as such terms are used in this Article V, shall mean and include the declaration and payment of any dividend on the Common Stock of the Company (other than dividends payable solely in shares of Common Stock), the making of any other distribution on and the acquisition for value of any shares of its Common Stock (except in exchange for shares of Common Stock).

SECTION 3. That the Company is lawfully seized and possessed of all of the mortgaged property described in Schedule A to 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 1996 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 1996 Series are outstanding.

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 and not defined herein shall, for all purposes hereof, 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 November 1, 1966, 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the first day of November, One thousand nine hundred and sixty-six.

WISCONSIN ELECTRIC POWER COMPANY,

By ALFRED GRUHL

ALFRED GRUHL

President.

[CORPORATE SEAL]

Attested:

H. P. CHAMBERLIN

H. P. CHAMBERLIN

Secretary.

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

H. L. WARHANEK

H. L. WARHANEK

R. B. FISHER

R. B. FISHER

As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

By H. G. WINES

H. G. WINES
Vice President.

[CORPORATE SEAL]

Attested:

M. H. KLUG

M. H. KLUG
Assistant Secretary.

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

LARRY H. FALTZ

LARRY H. FALTZ

L. J. FREITAG

L. J. FREITAG
As Witnesses.

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

On this 3rd day of November, 1966, before me personally appeared ALFRED GRUHL and H. P. CHAMBERLIN, to me personally known, who, being by me severally duly sworn, did say: that Alfred Gruhl is President and H. P. Chamberlin is 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 Alfred Gruhl and H. P. Chamberlin severally acknowledged said instrument to be the free act and deed of said corporation.

[NOTARIAL SEAL]

J. H. GOETSCH

J. H. GOETSCH
Notary Public
Milwaukee County, Wisconsin
My Commission expires on July 19, 1970

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

On this 3rd day of November, 1966, before me personally appeared H. G. WINES and M. H. KLUG, to me personally known, who, being by me severally duly sworn, did say: that H. G. Wines is a Vice President and M. H. Klug is an Assistant 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 H. G. Wines and M. H. Klug severally acknowledged said instrument to be the free act and deed of said corporation.

[NOTARIAL SEAL]

RAY L. KOPPLIN

RAY L. KOPPLIN
Notary Public
Milwaukee County, Wisconsin
My Commission expires on June 28, 1970

This instrument was drafted by David S. Henkel
on behalf of Wisconsin Electric Power Company.

SCHEDULE A**Description of Properties****Parcels of Real Estate**

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

DODGE COUNTY

1. Clyman Substation: That part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 10 north, Range 15 east, bounded and described as follows: Beginning at the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 28, said point being 1,320.0 feet east of the southwest corner of the NW $\frac{1}{4}$ of said section; running thence east along the south line of said quarter section, a distance of 180 feet to a point; thence north and parallel with the west line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section, a distance of 250 feet to a point; thence west and parallel with the south line of said quarter section, a distance of 180 feet to a point in the west line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section; thence south along the west line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section, a distance of 250 feet to the place of beginning; subject to County Trunk Highway "CJ" on the south.

2. Iron Ridge Substation: That part of the NE $\frac{1}{4}$ of Section 36, Township 11 north, Range 16 east, bounded and described as follows: Beginning at a point in the north line of said Section 36, said point being 279.19 feet westerly of the east line of said section; running thence southerly and perpendicular to the north line of said section, a distance of 250 feet to a point; thence westerly and parallel with the north line of said section, a distance of 291.88 feet to a point in the center line of State Trunk Highway 67; thence northwesterly along the center line of said highway, a distance of 256.67 feet to a point in the north line of said section; thence easterly along the north section line, a distance of 350 feet to the place of beginning; subject to State Trunk Highway 67 on the west and County Trunk Highway "S" on the north.

3. Reeseville Substation: That part of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, Township 10 north, Range 14 east, bounded and described as follows: Beginning at a point in the north-south quarter section line of said Section 21, said point being located South $02^{\circ} 32' 02''$ East, a distance of 1,317.02 feet from the center of said section; running thence South $87^{\circ} 20' 58''$ West, a distance of 2,160 feet along the north line of the S $\frac{1}{2}$ of said SW $\frac{1}{4}$ of said section to the point of beginning of the land herein described; thence South $02^{\circ} 25' 02''$ East and parallel with the west line of said section, a distance of 250 feet; thence South $87^{\circ} 20' 58''$ West and parallel with the north line of the S $\frac{1}{2}$ of said quarter section, a distance of 180 feet; thence North $02^{\circ} 25' 02''$ West and parallel with the west line of said section, a distance of 250 feet to the north line of the S $\frac{1}{2}$ of said quarter section; thence North $87^{\circ} 20' 58''$ East, along said north line, a distance of 180 feet to the place of beginning; subject to Seven Hills Road on the north.

4. Rubicon Substation: That part of the SW $\frac{1}{4}$ of Section 29, Township 10 north, Range 17 east, bounded and described as follows: Beginning at a point in the west line of said Section 29, a distance of 108.9 feet north of the south line of said section; running thence easterly and parallel with the south line of said section, and along the north line of lands now owned and held by Wisconsin Electric Power Company (said lands are described in that certain warranty deed recorded in the Office of the Register of Deeds for Dodge County, in Volume 243 of Deeds, on Page 404, as Document No. 396952), a distance of 400 feet to a point; thence southerly and parallel with the west line of said section, and along the east line of said Wisconsin Electric Power Company lands, 108.9 feet to a point in the south line of said section; thence easterly along the south line of said section, a distance of 520 feet to a point; thence northerly and parallel with the west line of said section, a distance of 500 feet to a point; thence westerly and parallel with the south line of said section, a distance of 520 feet to a point; thence southerly and parallel with the west line of said section, a distance of 341.1 feet to a point; thence westerly and parallel with the south line of said section, a distance of 400 feet to a point in the west line of said section; thence southerly along the west line of said section, a distance of 50 feet to the place of beginning, subject to State Trunk Highway 67 on the west.

JEFFERSON COUNTY

5. Hebron Substation: That part of the NW $\frac{1}{4}$ of Section 2, Township 5 north, Range 15 east, bounded and described as follows: Beginning at an iron pipe at the northeast corner of Lot 1, Block 6, of the Plat of Hebron; running thence North $35^{\circ} 40'$ West, and along the westerly line of Fort Atkinson Street (County Trunk Highway "D"), a distance of 198.00 feet to the point of beginning of the land herein described; thence South $54^{\circ} 33'$ West, and along the northwesterly property line of the premises of Ione L. Lutz (more particularly described in that certain document recorded in the Office of the Register of Deeds for Jefferson County, in Volume 361 of Deeds, on Page 416, as Document No. 648038) and said northerly line extended southwesterly, a distance of 219.08 feet; thence North $41^{\circ} 15'$ West, a distance of 180.00 feet; thence North $48^{\circ} 45'$ East, a distance of 254.97 feet to the center line of said Fort Atkinson Street; thence South $41^{\circ} 15'$ East, and along said center line, a distance of 50.56 feet to a point of curve; thence continuing along said center line and the arc of a curve to the right, a distance of 155.01 feet to a point (said curve has a radius of 1,910 feet and a chord of 154.81 feet which bears South $38^{\circ} 55' 30''$ East); thence South $54^{\circ} 33'$ West, a distance of 30.92 feet to the point of beginning; subject to Fort Atkinson Street (County Trunk Highway "D") on the east.

6. Jefferson Substation: That part of the SE $\frac{1}{4}$ of Section 5, Township 6 north, Range 14 east, bounded and described as follows: Beginning at the northwest corner of the SE $\frac{1}{4}$ of said Section 5; running thence south along the west line of said quarter section, a distance of 33.0 feet to a point, said point is the place of beginning of the land herein described; thence continuing south along the west line of said quarter section, a distance of 1,040.5 feet to a point; thence South $89^{\circ} 02' 30''$ East, a distance of 1,320.1 feet to a point in the east line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section; thence North $00^{\circ} 23'$ East, and along the east line of said NW $\frac{1}{4}$ of said quarter section, a distance of 859.1 feet to a point; thence North $76^{\circ} 32'$ East, a distance of 406.7 feet to a point in the center line of State Trunk Highway 89; thence North $47^{\circ} 15' 30''$ West, and along the center line of said highway, a distance of 250 feet to a point; thence South $76^{\circ} 32'$ West, and along the south line of the premises of L. Church, a distance of 252.4 feet to a point in the

north line of the SE $\frac{1}{4}$ of said section; thence North $88^{\circ} 39'$ West, and along the north line of said SE $\frac{1}{4}$, a distance of 566.8 feet to a point; thence south, a distance of 33.0 feet to a point; thence North $88^{\circ} 39'$ West, a distance of 726 feet to the place of beginning; subject to State Trunk Highway 89 on the northeast.

KENOSHA COUNTY.

7. Birch Substation: That part of the NW $\frac{1}{4}$ of Section 18, Township 2 north, Range 23 east, bounded and described as follows: Beginning at the southwest corner of the NW $\frac{1}{4}$ of said Section 18; running thence north along the west line of said section, a distance of 135.65 feet to a point in the east line of the railway right of way of the Chicago, North Shore and Milwaukee Railway Company; thence northeasterly along the east line of said railway right of way 178.75 feet to a point in the center line of Birch Road (also known as County Trunk Highway "E"), said point is the place of beginning of the land herein described; thence southeasterly along the center line of said Birch Road, 200 feet to a point; thence northeasterly and parallel with the east line of said railway right of way, 250 feet to a point; thence northwesterly and parallel with the center line of Birch Road, 200 feet to a point in the east line of said railway right of way; thence southwesterly along the east line of said railway right of way, 250 feet to the place of beginning; subject to Birch Road (County Trunk Highway "E") on the south.

8. Paris Substation: That part of the west 35 acres of the NW $\frac{1}{4}$ of Section 3 and all that part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4, Township 2 north, Range 21 east, bounded and described as follows: Beginning at the northwest corner of said Section 3; running thence North $89^{\circ} 39' 20''$ East, and along the north line of said section, a distance of 650.8 feet to a point in the east line of the west 35 acres of the NW $\frac{1}{4}$ of said section; thence South $00^{\circ} 48' 50''$ East, and along the east line of the west 35 acres of said NW $\frac{1}{4}$, a distance of 788 feet to a point, said point is the place of beginning of the land herein described; continuing thence South $00^{\circ} 48' 50''$ East, and along the east line of the west 35 acres of said NW $\frac{1}{4}$, a distance of 1,684.90 feet to a point in the south line of said NW $\frac{1}{4}$; thence North $89^{\circ} 42' 20''$ West, a distance of 664.62 feet along the south line of said NW $\frac{1}{4}$ to the southwest corner thereof; thence

North 89° 38' 50" West, and along the south line of the NE $\frac{1}{4}$ of Section 4, a distance of 1,317.50 feet to the southwest corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 4; thence North 00° 18' 10" West, and along the west line of the said E $\frac{1}{2}$ of the said NE $\frac{1}{4}$, a distance of 1,661.33 feet to a point; thence North 89° 39' 20" East, a distance of 1,967.0 feet to the place of beginning; subject to the public highway on the west.

9. Uptown Substation: Lots 3 and 4, and the south 30 feet of Lot 2 in Adamson's Subdivision, being a subdivision of a part of the SW $\frac{1}{4}$ of Section 31, Township 2 north, Range 23 east, City of Kenosha.

MANITOWOC COUNTY

10. Cleveland Substation: That part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 17 north, Range 23 east, bounded and described as follows: Beginning at a point in the south line of the NW $\frac{1}{4}$ of said Section 28, said point is 1,916 feet North 88° 51' East of the southwest corner of said NW $\frac{1}{4}$ of said section; running thence North 01° 39' 30" West, and parallel with the west line of the SE $\frac{1}{4}$ of said NW $\frac{1}{4}$, a distance of 200 feet to a point; thence North 88° 51' East, and parallel with the south line of said NW $\frac{1}{4}$, a distance of 80 feet to a point; thence South 01° 39' 30" East, and parallel with the west line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 200 feet to a point in the south line of said NW $\frac{1}{4}$; thence South 88° 51' West, and along the south line of said NW $\frac{1}{4}$, a distance of 80 feet to the place of beginning; subject to State Trunk Highway 149 (also known as Washington Avenue) on the south.

MILWAUKEE COUNTY

11. Brookdale Substation: The N $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 6 north, Range 21 east, City of Greenfield.

12. Addition to Commerce Power Plant: Lots 4 and 5, and the northerly 15 feet of Lot 6, and all of the vacated alley between said Lots 5 and 6, all in Block 31, in Plat of the Town of Milwaukee on the West Side of the River, in the SE $\frac{1}{4}$ of Section 20, Township 7 north, Range 22 east, City of Milwaukee.

13. Everett Parking Station: Lots 7 and 8, in Block 77, Plat of the Town of Milwaukee on the West Side of the River, in the SE $\frac{1}{4}$ of Section 29, Township 7 north, Range 22 east, City of Milwaukee.

14. Everett Service Building: Lots 9 and 10, in Block 77, in the 4th Ward of the City of Milwaukee.

15. Addition to Granville Substation: That part of the NE $\frac{1}{4}$ of Section 28, Township 8 north, Range 21 east, City of Milwaukee, bounded and described as follows: Beginning at a point in the east line of said Section 28, said point is 830.12 feet south of the north line of said section; running thence south along the east line of said section, a distance of 798.28 feet to a point in the northerly right-of-way line of the Chicago and North Western Railway Company, said railway right of way being 100 feet in width; thence southwesterly along the said northerly railway right-of-way line, a distance of 1,506.01 feet to a point; thence north and parallel with the east line of said section, a distance of 1,132.68 feet to a point, said point is 830.12 feet south of the north line of said section; thence east and parallel with the north line of said section, a distance of 1,460.42 feet to the place of beginning; subject to North 76th Street (Wauwatosa Avenue) on the east.

16. Kansas Substation: That part of the NW $\frac{1}{4}$ of Section 22, Township 6 north, Range 22 east, City of St. Francis, bounded and described as follows: Beginning at a point in the west line of the Chicago and North Western Railway Company right of way, said point is 1,350.13 feet south of and 656.93 feet west of the northeast corner of the NW $\frac{1}{4}$ of said Section 22; running thence southerly along the west line of said Chicago and North Western Railway Company right of way, 393.28 feet to a point; thence westerly and parallel with the north line of said section, a distance of 500 feet to a point; thence northerly and parallel with the west line of said railway right of way to a point in the south line of the Lakeside Belt Line railway and transmission line right of way; thence easterly along the south line of said railway and transmission line right of way to the place of beginning (said south line bears South 87° 31' East). The property included in this Item 16 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.

17. Miscellaneous Lands: Lots 5, 6, 7 and 25, in Block 5, and Lots 11, 19, 20 and 21, in Block 6, Euclid Park, being a subdivision of a part of the NW $\frac{1}{4}$ of Section 34, Township 7 north, Range 21 east, in the City of Milwaukee.

18. Addition to Oak Creek Power Plant: That part of the SE $\frac{1}{4}$ of Section 36, Township 5 north, Range 22 east, in the City of Oak Creek, bounded on the south by the south line of said Section 36, on the east by the westerly line of the right of way of the Chicago and North Western Railway Company, on the north and on the west by lands owned and held by Wisconsin Electric Power Company.

Also that part of the Fractional NW $\frac{1}{4}$ of Section 31, Township 5 north, Range 23 east, otherwise known as Government Lot 1, in the City of Oak Creek, including all riparian rights appurtenant to said lands in respect to the adjoining waters of Lake Michigan.

Also the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 36, Township 5 north, Range 22 east, in the City of Oak Creek.

19. Transmission Line Land: Lot 1, Block "A", in Brookview Park, being a subdivision of part of the NW $\frac{1}{4}$ of Section 30, Township 7 north, Range 21 east, City of Wauwatosa, including the north one-half of the vacated alley adjoining said lot on the south.

Also Lot 1, Block "D", in Brookview Park, being a subdivision of part of the NW $\frac{1}{4}$ of Section 30, Township 7 north, Range 21 east, City of Wauwatosa.

Also that part of the NW $\frac{1}{4}$ of Section 28, Township 8 north, Range 21 east, City of Milwaukee, bounded and described as follows: Beginning at the southeast corner of the NW $\frac{1}{4}$ of said Section 28; running thence North $00^{\circ} 16'$ West, along the north-south quarter section line of said section, a distance of 639.60 feet to a point; thence South $88^{\circ} 23'$ West, a distance of 900 feet to a point; thence South $00^{\circ} 16'$ East, and parallel with said quarter section line of said section, a distance of 220.27 feet to the point of beginning of the land herein described; thence continuing South $00^{\circ} 16'$ East, and parallel with said north-south quarter section line, a distance of 206.55 feet to a point in the north line of the right of way of Chicago and North Western Railway Company; thence South $75^{\circ} 36'$ West, along said

northerly line of said railway right of way, a distance of 309.27 feet to a point; thence North $00^{\circ} 16'$ West, and parallel with said north-south quarter section line, a distance of 275 feet to a point; thence North $88^{\circ} 23'$ East, a distance of 300 feet to the place of beginning; together with an easement for ingress and egress over a strip of land along the west 30 feet of the premises immediately adjacent on the north side of the above-described tract of land, said easement to continue until such time as access to the above-described land can be obtained through a public highway.

Also that part of the NE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis, bounded and described as follows: Beginning at the northeast corner of said Section 31; running thence south along the east line of said section, a distance of 1,175.64 feet to a point in the northerly line of the right of way of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (said right-of-way line bears North $63^{\circ} 13'$ West); thence northwesterly along said northerly right-of-way line, a distance of 810 feet to the point of beginning of the land herein described; thence continuing along said northerly right-of-way line, a distance of 531.49 feet to a point; thence North $44^{\circ} 46'$ East, a distance of 220.1 feet to a point; thence easterly along a line parallel with the north line of said section, a distance of 83 feet, more or less, to a point in the westerly line of that certain tract of land conveyed to Milwaukee County by Warranty Deed dated December 16, 1960, and as recorded in the Office of the Register of Deeds for Milwaukee County, in Volume 4100 of Deeds, on Pages 1-29, as Document No. 3852603 (said westerly line is the southwesterly line of Interstate Highway 94); thence southeasterly along the southwesterly line of the land described in said Document No. 3852603 to the place of beginning.

Also that part of the SW $\frac{1}{4}$ of Section 25, Township 7 north, Range 21 east, in the City of Milwaukee, bounded and described as follows: Beginning at the intersection of the north-south quarter section line with the south line of said Section 25; running thence west along the south line of said section, a distance of 1,081.08 feet to the place of beginning of the land herein described; thence North $70^{\circ} 43'$ West, a distance of 265.5 feet to a point; thence northwesterly along the arc of a curve (the center of said arc lies to the north, the radius of which is 2,000 feet, and the chord of which is 352.5 feet and bears North $65^{\circ} 27'$ West), a distance of 353.04 feet to a point; thence North $60^{\circ} 27'$

West, a distance of 177.5 feet to a point; thence northwesterly along a curve (the center of said curve lies to the south, the radius of which is 700 feet, and the chord of which is 353.5 feet and bears North 75° 11' West), a distance of 357.36 feet to a point in the south line of Park Hill Avenue extended west; thence North 89° 45' 30" West, along said south line of Park Hill Avenue extended west, to the intersection with the northeasterly line of the right of way of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (said line is a curve with its center to the northeast); thence southeasterly along the northeasterly line of said right of way to its intersection with the south line of said Section 25; thence east along the southerly line of said section to the place of beginning.

The two foregoing tracts of land comprise a 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.

20. Valley Power Plant: That part of Lot 5, in Partition of Lot 1, in Partition of the NW $\frac{1}{4}$ of Section 32, and of Lot 2, in Sub-division and Partition of the NW $\frac{1}{4}$ of Section 32, all in Township 7 north, Range 22 east, City of Milwaukee, bounded and described as follows: Beginning at the intersection of the east line of said Lot 5 with the south line of West Canal Street, said point of intersection is 35 feet south of the northeast corner of said lot; running thence west along the south line of West Canal Street, which is also parallel with and 35 feet south of the north line of said Lot 5, a distance of 255.58 feet to a point in the division line between said Lot 5 and said Lot 2; thence continuing west along the south line of said West Canal Street, which is also parallel with and 35 feet south of the north line of said Lot 2, a distance of 50 feet to a point; thence south along a line parallel with and 50 feet distant from the east line of said Lot 2, a distance of 1,025 feet to a point in the established dock line of the north side of the South Menomonee Canal; thence east along said dock line, a distance of 50 feet to a point in the east line of said Lot 2 and 1,060 feet distant from the northeast corner of said lot, measured along said east lot line; thence in an easterly direction along said established dock line of the South Menomonee Canal, a distance of 257.71 feet to a point in the east line of said Lot 5; thence north along said east line of said lot, a distance of 991.14 feet to the place of beginning.

Also that part of Lot 2 of Subdivision and Partition of the NW $\frac{1}{4}$ of Section 32, Township 7 north, Range 22 east, City of Milwaukee, bounded and described as follows: Beginning at a point in the south line of West Canal Street which is 50 feet west of the east line of said Lot 2 and 35 feet south of the north line of said lot; running thence south along a line parallel with and 50 feet west of the east line of said Lot 2, a distance of 1,025.00 feet to a point in the established dock line on the north side of South Menomonee Canal; thence west along said established dock line, a distance of 355.82 feet to a point in the west line of said lot; thence north along the west line of said lot, a distance of 1,025.00 feet to a point in the south line of Canal Street, said street line being parallel with and 35 feet south of the north line of said lot; thence east along the said south line of Canal Street, a distance of 355.82 feet to the place of beginning.

Also, the east 512 feet of all of that part of Lots 1 and 7 in Partition of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 29, Township 7 north, Range 22 east, City of Milwaukee, lying south of the North Menomonee Canal and north of Canal Street, one of the public streets and highways in the said City of Milwaukee.

OUTAGAMIE COUNTY

21. North Appleton Substation: The E $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the north 10 acres of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$, all in Section 19, Township 22 north, Range 18 east; subject to French Road on the east and Rock Road on the north.

22. Transmission Line Lands: That part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 north, Range 16 east, bounded and described as follows: Beginning at the northeast corner of said Section 16; running thence South $01^{\circ} 16'$ East, along the east line of said section, a distance of 1,329.65 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section; thence North $88^{\circ} 48'$ West, along the south line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, a distance of 420 feet to a point which is the place of beginning of the land herein described; continuing thence North $88^{\circ} 48'$ West, along said south line, a distance of 250 feet to a point; thence North $01^{\circ} 50'$ East, 740.80 feet to a point in the south line of a parcel of land now owned and held by Wisconsin Michigan Power Company, as described in that certain warranty deed recorded in the Office of the Register

of Deeds for Outagamie County, in Volume 577 of Deeds, on Page 295, as Document No. 539156; thence South 89° 00' East, along said south line of said parcel of land, a distance of 250 feet to a point; thence South 01° 50' West, a distance of 741.70 feet to the place of beginning; subject to an east-west driveway over and across the south two rods of the above-described parcel.

Also that part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 north, Range 16 east, bounded and described as follows: Beginning at the southeast corner of the NE $\frac{1}{4}$ of said Section 16; running thence North 01° 16' West, along the east line of said section, a distance of 1,106.95 feet to a point which is the place of beginning of the land herein described; continuing thence North 01° 16' West, along the east line of said section, a distance of 222.80 feet to the northeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section; thence North 88° 48' West, along the north line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, a distance of 670 feet to a point; thence South 01° 50' West, a distance of 220 feet to a point; thence South 88° 34' East, a distance of 679.50 feet to the place of beginning; subject to the east 33 feet thereof for existing highway purposes.

OZAUKEE COUNTY

23. Freistadt Substation: That part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 28, Township 9 north, Range 21 east, City of Mequon, bounded and described as follows: Beginning at a point in the north line of said Section 28 which is 836.00 feet east of the west line of said section; running thence east, along the north line of said section, a distance of 198.24 feet to a point; thence South 00° 34' 17" West, along a line parallel with the east line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said section, a distance of 304.00 feet to a point; thence west, along a line parallel with the north line of said section, a distance of 198.24 feet to a point; thence North 00° 34' 17" East, along a line parallel with the east line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said section, a distance of 304.00 feet to the place of beginning; subject to State Trunk Highway 167 (also known as Mequon Road) on the north.

24. Knellsville Substation: That part of the NE $\frac{1}{4}$ of Section 9, Township 11 north, Range 22 east, bounded and described as follows: Beginning at the intersection of the west line of the right of

way of Wisconsin Electric Power Company and the north line of said Section 9 which is 1,151.40 feet east of the northwest corner of the NE $\frac{1}{4}$ of said section; running thence west along the north line of said section, a distance of 180.00 feet to a point; thence southerly and at right angles to the north line of said section, a distance of 250.00 feet to a point; thence easterly and parallel with the north line of said section, a distance of 158.42 feet to the point of intersection with the westerly right-of-way line of Wisconsin Electric Power Company; thence northerly along the westerly line of the right of way of Wisconsin Electric Power Company, 250.93 feet to the place of beginning; subject to Lake Drive on the north.

25. Lakefield Substation: That part of the NE $\frac{1}{4}$ of Section 6, Township 9 north, Range 22 east, City of Mequon, bounded and described as follows: Beginning at a point in the east line of said Section 6 which is 837 feet south of the north line of said section; running thence South $89^{\circ} 59'$ West, and parallel with the north line of said section, a distance of 250 feet to a point; thence south and parallel with the east line of said section, a distance of 365 feet to a point; thence North $89^{\circ} 55'$ East, and parallel with the north line of said section, a distance of 250 feet to a point in the east line of said section; thence north along the east line of said section, a distance of 365 feet to the place of beginning; subject to U.S. Highway 141 (also known as Port Washington Road) on the east.

26. Mequon Substation: That part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, Township 9 north, Range 21 east, City of Mequon, bounded and described as follows: Beginning at the northeast corner of said Section 10; running thence west along the north line of said NE $\frac{1}{4}$, a distance of 1,548.4 feet to a point in the center line of State Trunk Highway 57; thence South $09^{\circ} 54'$ West, and along the center line of said highway, a distance of 1,122.85 feet to a point, which is the place of beginning of the lands herein described; thence South $89^{\circ} 55'$ West, and parallel with the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, a distance of 188.09 feet to a point; thence South $00^{\circ} 05'$ East, a distance of 216.21 feet to a point in the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section; thence South $89^{\circ} 55'$ West, and along the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, a distance of 562.64 feet to a point in the easterly line of the right of way of Wisconsin Electric Power Company; thence southerly

along the curve of the easterly line of said right of way (the chord of said curve is 806.72 feet in length and bears South 05° 56' 30" East, the radius is 1,860.08 feet, and the center lies to the east), a distance of 813.27 feet to a point; thence North 71° 32' East, a distance of 10 feet to a point; thence South 18° 28' East, and along said easterly line of the right of way of Wisconsin Electric Power Company, a distance of 358.3 feet to a point in the westerly line of the right of way of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence northerly along the curve of the westerly line of the right of way of said railroad (the chord of said curve is 512.18 feet in length and bears North 17° 05' East, the radius is 2,640.14 feet, and the center lies to the east), a distance of 513.01 feet to a point of compound curve; thence continuing northerly along the said westerly line of the right of way of said railroad company on a curve (the chord of said curve is 261.38 feet and bears North 23° 47' East, the radius is 6,600.7 feet, and the center lies to the east), a distance of 261.40 feet to a point; thence North 24° 55' East, and along the said westerly line of the right of way of said railroad, a distance of 681.31 feet to a point in the center line of said State Trunk Highway 57; thence North 09° 54' East, and along the center line of said highway, a distance of 9.84 feet to the place of beginning; subject to State Trunk Highway 57 on the east.

27. Addition to Saukville Substation: That part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 35, Township 11 north, Range 21 east, bounded and described as follows: Beginning at the southwest corner of said Section 35; running thence east along the south line of said section, a distance of 200 feet to a point; thence northerly and parallel with the west line of said section, a distance of 700 feet to a point; thence east and parallel with the south line of said section, a distance of 870 feet to a point; thence southerly and parallel with the west line of said section, a distance of 700 feet to a point in the south line of said section; thence east along the south line of said section, a distance of 254.80 feet to a point in the east line of said W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said section; thence northerly along said east line, a distance of 2,649.01 feet to a point in the north line of said SW $\frac{1}{4}$ of said section; thence westerly along the north line of said quarter section, a distance of 1,319.60 feet to the northwest corner of said quarter section; thence southerly along the west line of said section, a distance of 572.73 feet to a point; thence easterly and parallel with the south line of said section, a distance of

680 feet to a point; thence southerly and parallel with the west line of said section, a distance of 1,040 feet to a point; thence westerly and parallel with the south line of said section, a distance of 680 feet to a point in the west line of said section; thence southerly along the west line of said section, a distance of 1,038.40 feet to the place of beginning; subject to the existing highway on the south.

28. Transmission Line Lands: That part of the NE $\frac{1}{4}$ of Section 5, Township 10 north, Range 21 east, bounded and described as follows: Beginning at the southeast corner of the NE $\frac{1}{4}$ of said Section 5, running thence north along the east line of said section, a distance of 1,228.6 feet to a point which is the place of beginning of the land herein described; thence South $89^{\circ} 53'$ West, a distance of 1,181.2 feet to a point which is 1,229.4 feet north of the south line of the NE $\frac{1}{4}$ of said section; thence North $00^{\circ} 14'$ West, a distance of 125 feet to a point; thence North $89^{\circ} 53'$ East, a distance of 1,181.8 feet to a point in the east line of said section which is 1,863.7 feet south of the northeast corner of said section; thence south along the east line of said section, a distance of 125.0 feet.

Also that part of the NW $\frac{1}{4}$ of Section 4, Township 10 north, Range 21 east, bounded and described as follows: Beginning at the northwest corner of said Section 4; running thence south along the west line of said section, a distance of 1,863.7 feet to a point which is the place of beginning of the land herein described; thence North $89^{\circ} 53'$ East, a distance of 1,263.7 feet to a point; thence North $62^{\circ} 25'$ East, a distance of 65.1 feet to a point which is 1,826.7 feet south of the north line of said section; thence South $00^{\circ} 32'$ West, a distance of 141.8 feet to a point; thence South $62^{\circ} 25'$ West, a distance of 28.9 feet to a point; thence South $89^{\circ} 53'$ West, a distance of 1,294.5 feet to a point in the west line of said section which is 1,228.6 feet north of the south line of the NW $\frac{1}{4}$ of said section; thence north along the west line of said section, a distance of 125 feet to the place of beginning; subject to Hilly Lane Road on the west.

RACINE COUNTY

29. Browns Lake Substation: That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 3 north, Range 19 east, bounded and described as follows: Beginning at the northwest corner of the NE $\frac{1}{4}$

of said Section 25; running thence east along the north line of said section, a distance of 180 feet; thence South $00^{\circ} 22' 00''$ West and parallel with the north-south quarter section line of said section, a distance of 250 feet; thence west and parallel with the north line of said section, a distance of 180 feet to a point in the said north-south quarter section line of said section; thence North $00^{\circ} 22' 00''$ East and along the said north-south quarter section line, a distance of 250 feet to the place of beginning; subject to Ketterhagen Road on the north.

30. Grand Substation: Lots 10 and 11, excepting the east 58.5 feet thereof and all of Lot 9, Block 4, Harbor Addition to Racine, being a subdivision of a part of the SW $\frac{1}{4}$ of Section 9, Township 3 north, Range 23 east, City of Racine.

31. North Cape Substation: That part of the SE $\frac{1}{4}$ of Section 24, Township 4 north, Range 20 east, bounded and described as follows: Beginning at a point in the east line of said Section 24, which point is 570.13 feet south of the east-west quarter section line of said section; running thence westerly and parallel with the south line of said section, a distance of 250.00 feet to a point; thence southerly and parallel with the east line of said section, a distance of 180.00 feet to a point; thence easterly and parallel with the south line of said section, a distance of 250.00 feet to a point in the east line of said section; thence northerly along the east line of said section, a distance of 180.00 feet to the place of beginning; subject to U.S. Highway 45 on the east.

32. Transmission Line Lands: That part of Lots 1, 2, 4 and 5, in Block 12, Walker Addition to Racine, being a subdivision of part of the NE $\frac{1}{4}$ of Section 19, Township 3 north, Range 23 east, City of Racine, bounded and described as follows: Beginning at the northeast corner of said Lot 1; running thence west along the north line of said Lots 1 and 2, a distance of 71.35 feet to a point; thence southeasterly along the arc of a curve (the center of said arc lies to the southwest and the radius of which is 614.71 feet), a distance of 208.43 feet, more or less, to a point in the east line of said Lot 5; thence north along the east line of said Lots 1, 4 and 5, a distance of 194.74 feet to the place of beginning.

Also that part of Lots 5 and 6, in Block 1, Walker Addition, being a subdivision of part of the NE $\frac{1}{4}$ of Section 19, Township 3 north, Range 23 east, City of Racine, bounded and described as follows: Beginning at a point in the south line of said Lot 5 which is 80.64 feet westerly of the southeast corner of said Block 1, as measured along the southerly line of Lots 4 and 5 in said block; running thence along the southerly line of said Lots 5 and 6 (curved to the right) to the southwest corner of Lot 6; thence north along the west line of said Lot 6, a distance of 31 feet to a point; thence southeasterly along the arc of a curve (the center of said arc lies to the southwest and the radius of which is 645.71 feet), a distance of 100.0 feet, more or less, to the place of beginning.

SHEBOYGAN COUNTY

33. Haven Power Plant Site: The N $\frac{1}{2}$ of Section 22, Township 16 north, Range 23 east, together with all riparian rights appurtenant thereto, excepting the following described parcel of land: Beginning 685.6 feet south of the northwest corner of said Section 22; running thence south along the west line of said section, a distance of 75 feet; thence east at right angles thereto, a distance of 120 feet; thence north 75 feet; thence west 120 feet to the place of beginning; subject to an existing highway on the west.

Also the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 22, Township 16 north, Range 23 east, together with all riparian rights appurtenant thereto; subject to an existing highway on the west.

Also Lot 4 in Section 22, Township 16 north, Range 23 east, together with all riparian rights appurtenant thereto.

Also the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 21, Township 16 north, Range 23 east, excepting therefrom the existing railway right of way of the Chicago and North Western Railway Company, and also excepting therefrom that certain 2-acre parcel of land in the southeast corner of said premises measuring 414.85 feet east and west and 210 feet north and south, and as more fully described in that certain warranty deed recorded in Volume 194 of Deeds, on Page 147, Sheboygan County Registry; subject to an existing highway on the east.

Also that part of the NE $\frac{1}{4}$ of Section 21, Township 16 north, Range 23 east, lying east of the railway right of way of the Chicago and North Western Railway Company; subject to existing highways on north and east, and excepting therefrom the following described 3 parcels of land:

First: The north 0.75 acre of that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 21 lying east of said railway right of way of the Chicago and North Western Railway Company.

Second: Beginning at the northeast corner of said Section 21; running thence west along the north section line 489.5 feet; thence southeasterly along the center line of U. S. Highway 141 (now County Trunk Highway "A"), and along the arc of a 12° curve (the center of said curve lies to the southwest) to a point in the east line of said section, which lies 489.5 feet south of the northeast corner of said section measured along the east line thereof; thence north along said east line to the place of beginning.

Third: Beginning at the southwest corner of the north 0.75 acre of that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 21 which lies east of said railway right of way of the Chicago and North Western Railway Company; running thence east along the south line of said north 0.75 acre, 802.5 feet; thence south 264 feet; thence west 569.5 feet; thence south 260 feet; thence west 233 feet to said railway right of way; thence north along said railway right of way, 524 feet to the place of beginning; subject to existing highways on the north and east.

Also that part of the south 23.6 acres of the north 50 acres of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, Township 16 north, Range 23 east, bounded and described as follows: Beginning at the northwest corner of the SW $\frac{1}{4}$ of said Section 15; running thence south along the center line of Lakeshore Road (County Trunk Highway "LS") which is also the west line of said section, a distance of 825 feet; thence South 88° 01' East, a distance of 154.1 feet to the point of beginning; continuing thence South 88° 01' East, a distance of 670 feet; thence South 74° 45' East, a distance of 287.8 feet; thence South 87° 36' East, a distance of 229.1 feet; thence South 00° 32' West, a distance of 692.6 feet; thence South 89° 12' West, a distance of 1,324.2 feet to a point in the west line

of said section; thence north along said west line, a distance of 497 feet to a point; thence east 154 feet to a point; thence north 323.1 feet to the place of beginning; subject to Lakeshore Road (County Trunk Highway "LS") on the west.

Also the south 30 acres of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, Township 16 north, Range 23 east; subject to Lakeshore Road (County Trunk Highway "LS") on the west and the Town Road on the south; excepting therefrom the following described parcel of land: Beginning at a point in the center line of Lakeshore Road (County Trunk Highway "LS"), which point is also in the west line of said Section 15 and is 648.80 feet north of the southwest corner of said section; thence north along the center line of said road, a distance of 210 feet; thence east at right angles to the center line of said road, a distance of 240 feet to a point; thence south and parallel with the center line of said road, a distance of 210 feet to a point; thence west 240 feet to the place of beginning.

Also the W $\frac{1}{3}$ of Government Lot 4, in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 16 north, Range 23 east; subject to the Town Road on the south; and excepting therefrom the following described parcel of land: Beginning at a point in the south line of said Section 15, which is 1,460 feet east of the southwest corner of said section; thence east along the south line of said section, a distance of 250 feet to a point; thence north, a distance of 260 feet to a point; thence west, a distance of 250 feet to a point; thence south, a distance of 260 feet to the place of beginning.

Also the S $\frac{1}{2}$ of the E $\frac{2}{3}$ of Government Lot 4 in Section 15, Township 16 north, Range 23 east, except the following premises: Beginning in the center line of Town Road between Sections 15 and 22, Township and Range aforesaid, at a point 825 feet east of the west line of the S $\frac{1}{2}$ of the E $\frac{2}{3}$ of said Lot 4 in said Section 15; running thence north, at right angles to the center line of said Town Road, a distance of 648 feet to the north line of the S $\frac{1}{2}$ of said Lot 4; thence east 465 feet, more or less, along the north line of the S $\frac{1}{2}$ of said Lot 4 to the shore of Lake Michigan; thence southerly along the shore line of Lake Michigan to the center line of the aforesaid Town Road, extended east; thence west along the center line of said road and its east extension, a distance of 582 feet, more or less to the place of beginning.

34. Scott Substation: That part of the SW $\frac{1}{4}$ of Section 26, Township 13 north, Range 20 east, bounded and described as follows: Beginning at the southeast corner of said SW $\frac{1}{4}$ of said Section 26; running thence westerly along the south line of said SW $\frac{1}{4}$, a distance of 678.30 feet to the place of beginning of the land herein described; thence northerly and at right angles to the south line of said section, a distance of 210.00 feet to a point; thence westerly and parallel with the south line of said section, a distance of 280.98 feet to the center line of State Trunk Highway 28; thence westerly along the center line of said State Trunk Highway 28, a distance of 246.43 feet to the southerly line of said section; thence easterly along the south line of said section, a distance of 410.00 feet to the place of beginning; subject to State Trunk Highway 144 on the south, and State Trunk Highway 28 on the west.

WALWORTH COUNTY

35. Addition to Franklin Substation: That part of the NW $\frac{1}{4}$ of Section 9, Township 4 north, Range 15 east, bounded and described as follows: Beginning at a point 5.5 rods (90.75 feet) north of the east-west quarter section line and 24 rods (396 feet) east of the west line of said Section 9; running thence north and parallel with the west line of said section, approximately 330 feet to the water's edge of a mill pond; thence west along said water's edge approximately 130 feet to a point, which is 266 feet east of the west line of said section; thence south and parallel with the west line of said section approximately 330 feet to a point, which is 5.5 rods (90.75 feet) north of the east-west quarter section line of said section; thence east and parallel with said quarter section line, 130 feet to the place of beginning.

36. Sugar Creek Substation: That part of the SW $\frac{1}{4}$ of Section 24, Township 3 north, Range 16 east, bounded and described as follows: Beginning at a point in the east line of the SW $\frac{1}{4}$ of said Section 24, which is 990 feet south of the northeast corner of said SW $\frac{1}{4}$; running thence west and parallel with the east-west quarter section line of said section, a distance of 500 feet to a point; thence south and parallel with the north-south quarter section line of said section, a distance of 500 feet to a point; thence east and parallel with

the said east-west quarter section line, a distance of 500 feet to a point in the said north-south quarter section line; thence north along the said north-south quarter section line, a distance of 500 feet to the place of beginning; subject to Voss Road on the east.

37. Whitewater Substation: That part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 9, Township 4 north, Range 15 east, lying north of the center line of Willis Ray Road which runs east and west across the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 9; excepting therefrom a parcel of land described as follows: Beginning at the northwest corner of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 9; running thence southerly along the west line of the E $\frac{1}{2}$ of said SW $\frac{1}{4}$, a distance of 1,389.7 feet to a point in the center line of said Willis Ray Road; thence easterly along the center line of said Willis Ray Road, a distance of 33 feet to a point; thence northerly, a distance of 1,388.25 feet to the place of beginning; subject to Willis Ray Road on the south, and Clover Valley Road on the north.

WASHINGTON COUNTY

38. Germantown Substation: That part of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, Township 9 north, Range 20 east, bounded and described as follows: Beginning at the southwest corner of the SE $\frac{1}{4}$ of said Section 32; running thence northerly along the north-south quarter section line of said section, a distance of 2,670.1 feet to a point, which is in the east-west quarter section line of said section; thence easterly along the said east-west quarter section line, a distance of 1,318.7 feet to a point, which is in the east line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said section; thence southerly along the east line of the W $\frac{1}{2}$ of said SE $\frac{1}{4}$, a distance of 2,650.6 feet to a point in the south line of said section; thence westerly along the south section line, a distance of 573.5 feet to a point; thence northerly and parallel with the north-south quarter section line, a distance of 660 feet to a point; thence westerly and parallel with the south line of said section, a distance of 330 feet to a point; thence southerly and parallel with the north-south quarter section line, a distance of 660 feet to a point in the south line of said section; thence westerly along the south line of said section, a distance of 419 feet to the place of beginning; subject to County Trunk Highway "Q" on the south.

39. Addition to Kewaskum Substation: That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 12 north, Range 19 east, bounded and described as follows: Beginning at a point in the north line of Section 16 which is 1,125.5 feet easterly of the northwest corner of the NE $\frac{1}{4}$ of said section; running thence southerly and parallel with the east line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, a distance of 178 feet to a point; thence easterly and parallel with the north line of said section, a distance of 200 feet to a point in the east line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section; thence northerly along the said east line, a distance of 75 feet to a point in the south line of lands now owned and held by Wisconsin Electric Power Company, as said lands are now described in that certain warranty deed recorded in the Office of the Register of Deeds for Washington County, in Volume 178 of Deeds, on Page 133, as Document No. 208950; thence westerly along the south line of said lands now owned by said company, a distance of 100 feet to the southwest corner of said lands; thence northerly along the west line of said lands now owned by said company, a distance of 103 feet to a point in the north line of said section; thence westerly along the north line of said section, a distance of 100 feet to the place of beginning; subject to County Trunk Highway "H" on the north.

40. Richfield Substation: That part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 9 north, Range 19 east, bounded and described as follows: Beginning at the northwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, said point is North $89^{\circ} 33'$ West and 1,332.4 feet distant from the northeast corner of the NW $\frac{1}{4}$ of said section and is also in the center line of Monches Road; running thence South $00^{\circ} 42'$ East, and along the west line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section, a distance of 250 feet to a point; thence South $89^{\circ} 33'$ East, and parallel with the north line of said section, a distance of 180 feet to a point; thence North $00^{\circ} 42'$ West, and parallel with the west line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section, a distance of 250 feet to a point in the north line of said section and which is also in the center line of Monches Road; thence North $89^{\circ} 33'$ West, and along the north line of said section and the center line of Monches Road, a distance of 180 feet to the place of beginning; subject to Monches Road on the north.

41. West Bend Operating Headquarters: That part of the NW $\frac{1}{4}$ of Section 24, Township 11 north, Range 19 east, City of West Bend, bounded and described as follows: Beginning at a point in the easterly

line of the right of way of the Chicago and North Western Railway Company, which is 1,000 feet southerly from the north line of said Section 24 measured along the easterly line of said right of way; running thence South 20° 30' East, and along said easterly right-of-way line, a distance of 927.22 feet to a point; thence North 42° 49' East, a distance of 615.89 feet to a point in the center line of future Indiana Avenue; thence North 20° 30' West, and along the center line of future Indiana Avenue, a distance of 312.58 feet to a point of curve; thence continuing along the center line of future Indiana Avenue on a curve to the left, a distance of 343.17 feet (the radius of said curve is 1,146.28 feet, and the chord of which is 341.91 feet in length and bears North 29° 04' 30" West); thence South 69° 30' West, a distance of 499.22 feet to the place of beginning; excepting therefrom the lands now owned by Wisconsin Electric Power Company as recorded in the Washington County Registry, in Volume 207 of Deeds, on Page 397, as Document No. 230329; and subject to future Indiana Avenue.

WAUKESHA COUNTY

42. Eagle Substation: That part of the west 70 acres of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Township 5 north, Range 17 east, bounded and described as follows: Beginning at a point in the north line of said Section 34 which is 330.75 feet westerly from the north-south quarter section line of said section and is also in the east line of the west 70 acres of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said section; running thence southerly along the east line of said west 70 acres, a distance of 475 feet to a point; thence westerly and parallel with the north line of said section, a distance of 300 feet to a point; thence northerly along a line parallel with the east line of said west 70 acres, a distance of 475 feet to a point in the north line of said section; thence easterly along the north line of said section, a distance of 300 feet to the place of beginning; subject to County Trunk Highway "NN" on the north.

43. Good Hope Substation: That part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 22, Township 8 north, Range 20 east, Village of Menomonee Falls, bounded and described as follows: Beginning at a point in the north line of said Section 22 which is 660 feet west of the northeast corner of said section; running thence south along the west line of the premises of Mission Board of the English District of the Lutheran Church (Missouri Synod), a distance of 300 feet to a point; thence

west and parallel with the north line of said section, a distance of 150 feet to a point; thence north and parallel with the west line of the premises of said Mission Board, a distance of 300 feet to a point in the north line of said section; thence east along the north line of said section, a distance of 150 feet to the place of beginning; subject to Good Hope Road (County Trunk Highway "W") on the north.

44. Marcy Substation: That part of the SE $\frac{1}{4}$ of Section 32, and the SW $\frac{1}{4}$ of Section 33, Township 8 north, Range 20 east, Village of Menomonee Falls, bounded and described as follows: Beginning at the southeast corner of said Section 32; running thence South $88^{\circ} 38'$ West, and along the south line of said section, a distance of 76.85 feet; thence North $01^{\circ} 22'$ West, a distance of 245 feet; thence northerly along the arc of a curve (the chord of said curve is 128.99 feet and bears North $03^{\circ} 38'$ East), a distance of 129.15 feet to a point; thence North $88^{\circ} 31' 25''$ East, a distance of 205.67 feet to a point; thence South $01^{\circ} 22'$ East, a distance of 373.65 feet to the south line of Section 33; thence west along the south line of said Section 33, a distance of 140.15 feet to the place of beginning.

45. Menomonee Falls District Office: Lots 11, 12, 13 and 14, in Block "B", of the Village Plat of the Village of Menomonee Falls, being a subdivision of the SW $\frac{1}{4}$ of Section 3, Township 8 north, Range 20 east.

Also that part of the SW $\frac{1}{4}$ of Section 3, Township 8 north, Range 20 east, Village of Menomonee Falls, bounded and described as follows: Beginning at the southwest corner of Lot 14, in Block "B", Village Plat of the Village of Menomonee Falls, being a subdivision of the SW $\frac{1}{4}$ of said Section 3; running thence westerly along the north line of Main Street (State Trunk Highway 74), a distance of 75 feet to the east line of Hoyt Drive; thence northerly along the easterly line of Hoyt Drive, a distance of 160 feet; thence east and parallel with the north line of said Main Street, a distance of 75 feet; thence southerly along the westerly line of the aforesaid Lot 14, and said westerly line extended north, a distance of 160 feet to the place of beginning.

46. Menomonee Falls Service Building: That part of the SE $\frac{1}{4}$ of Section 3, Township 8 north, Range 20 east, Village of Menomonee

Falls, bounded and described as follows: Beginning at the northwest corner of the SE $\frac{1}{4}$ of said Section 3; running thence south along the west line of said SE $\frac{1}{4}$, a distance of 316.61 feet to a point in the north line of the right of way of Chicago, Milwaukee, St. Paul and Pacific Railroad Company which is the place of beginning of the land herein described; thence east along the north line of said right of way, a distance of 225 feet to a point in the west line of the premises now owned by Wisconsin Electric Power Company (said premises being more particularly described in that certain warranty deed recorded in the Office of the Register of Deeds for Waukesha County, in Volume 494 of Deeds, on Pages 393-394, as Document No. 326294); thence north along said west line of the premises now owned by Wisconsin Electric Power Company, a distance of 75 feet to a point in the south line of the above-described premises of said company; thence west along said south line of said premises, a distance of 225 feet to a point in the west line of said SE $\frac{1}{4}$; thence south along the west line of said SE $\frac{1}{4}$, a distance of 75 feet to the place of beginning; subject to East Water Street on the west.

47. Sunny Slope Substation: That part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 25, Township 6 north, Range 20 east, City of New Berlin, bounded and described as follows: Beginning at the northwest corner of said Section 25; running thence south along the west line of said section, a distance of 1,315 feet to a point in the center line of Beloit Road; thence North $88^{\circ} 25' 25''$ East, and along the center line of said Beloit Road, a distance of 218.10 feet to a point which is the place of beginning of the land herein described; thence north, a distance of 194.0 feet to a point; thence east, a distance of 144.83 feet to a point; thence south, a distance of 190.04 feet to a point in the center line of said road; thence South $88^{\circ} 25' 25''$ West, and along the center line of said road, a distance of 144.90 feet to the place of beginning; subject to Beloit Road on the south.

48. Summit Substation: That part of the SW $\frac{1}{4}$ of Section 11, Township 7 north, Range 17 east, bounded and described as follows: Beginning at the northeast corner of the SW $\frac{1}{4}$ of said Section 11; running thence south along the east line of said SW $\frac{1}{4}$, a distance of 995.67 feet to a point in the center of a 75-foot right of way of Wisconsin Electric Power Company, as described in that certain

document recorded in the Office of the Register of Deeds for Waukesha County, in Volume 110 of Deeds, on Page 105; thence North $89^{\circ} 06'$ West, and along said center line, a distance of 218.2 feet to a point; thence South $01^{\circ} 44'$ East, a distance of 37.54 feet to a point in the south line of the right of way of said company which is the place of beginning of the land herein described; thence continuing South $01^{\circ} 44'$ East, a distance of 1,079.69 feet to a point in the center line of County Trunk Highway "B" (also known as Valley Road); thence South $65^{\circ} 44'$ West, and along the center line of said highway, a distance of 64.96 feet to a point; thence North $01^{\circ} 44'$ West, a distance of 404.58 feet to a point; thence North $89^{\circ} 06'$ West, a distance of 839.94 feet to a point; thence North $01^{\circ} 44'$ West, a distance of 700 feet to a point in the south line of the right of way of said company; thence South $89^{\circ} 06'$ East, and along the said right of way, a distance of 900 feet to the place of beginning; subject to County Trunk Highway "B" (also known as Valley Road) on the south, and also excepting and reserving unto the former owner the right to construct, maintain and dedicate a public roadway not more than 60 feet in width, running in an east and west direction, in a location to be selected by the former owner, at such time as it may be deemed necessary, upon and across the 60-foot corridor between Valley Road (County Trunk Highway "B") and the main body of the above-described tract.

49. Transmission Line Lands: Lots 1, 2 and 6, in Block 6, of Ravenswood Hills, being a subdivision of a part of the NW $\frac{1}{4}$ of Section 32, Township 7 north, Range 20 east.

Also that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 7 north, Range 20 east, bounded and described as follows: Beginning at the southeast corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 32; running thence North $00^{\circ} 38'$ West, and along the east line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section, a distance of 972.30 feet to a point; thence South $30^{\circ} 03' 50''$ West, a distance of 1,108.80 feet to a point in the south line of said NW $\frac{1}{4}$ of the said SW $\frac{1}{4}$; thence South $88^{\circ} 43' 10''$ East, and along the south line of said NW $\frac{1}{4}$ of said SW $\frac{1}{4}$, a distance of 566.36 feet to the place of beginning.

Also Lot 5 in Block 6, in Ravenswood Hills, being a subdivision of a part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 7 north, Range 20 east.

Also that part of the NW $\frac{1}{4}$ of Section 22, Township 7 north, Range 18 east, bounded and described as follows: Beginning at the southwest corner of the NW $\frac{1}{4}$ of said Section 22; running thence North $00^{\circ} 28' 44''$ East, and along the west line of said section, a distance of 369.90 feet to a point which is the place of beginning of the land herein described; thence continuing North $00^{\circ} 28' 44''$ East, and along the west line of said section, a distance of 310.90 feet to the point of intersection with the south line of right-of-way land of Wisconsin Electric Power Company; thence South $89^{\circ} 33' 46''$ East, and along said south right-of-way line, a distance of 141.99 feet to a point; thence South $25^{\circ} 01' 04''$ West, a distance of 341.88 feet to the place of beginning.

Also that parcel of land in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 7 north, Range 18 east, 70 feet in width, abutting and lying northerly of the 33-foot strip of land deeded to Milwaukee Light, Heat and Traction Company (now Wisconsin Electric Power Company) and described in Volume 126 of Deeds, on Page 422, as Document No. 70408, Waukesha County Registry, said parcel of land is bounded on the west by the west line of said Section 22, and on the east by the southerly line of Wisconsin Electric Power Company right of way as described in Volume 112 of Deeds, on Page 98, as Document No. 57903, Waukesha County Registry. The north line of said 70-foot wide parcel is more particularly described as follows: Beginning at the southwest corner of the NW $\frac{1}{4}$ of said Section 22; running thence North $00^{\circ} 28' 44''$ East, and along the west line of said Section 22, a distance of 783.8 feet to the point of beginning of said north line; thence South $89^{\circ} 33' 46''$ East, a distance of 2,124.3 feet to a point; thence North $60^{\circ} 40' 14''$ East, a distance of 1,294.00 feet to the southerly line of the Wisconsin Electric Power Company right of way described in Volume 112 of Deeds, on Page 98, as Document No. 57903, Waukesha County Registry; subject to County Trunk Highway "E".

Also that part of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 21, Township 7 north, Range 18 east, City of Delafield, bounded and described as follows: Beginning at the southeast corner of the NE $\frac{1}{4}$ of said Section 21; running thence North $00^{\circ} 28' 44''$ East, and along the east line of said section, a distance of 697.37 feet to the place of beginning of the land herein described; thence South $25^{\circ} 01' 04''$ West, a distance of 624.36 feet to a point 136 feet north of the south line of said quarter section, measured at right angles thereto; thence South $89^{\circ} 00' 44''$ West,

and along a line parallel with and 136 feet north of said south line of said quarter section, a distance of 933.65 feet; thence North $49^{\circ} 54' 46''$ West, a distance of 664.80 feet to the south line of the Wisconsin Electric Power Company right of way (formerly Milwaukee Light, Heat and Traction Company right of way) as described in Volume 109 of Deeds, on Page 593, Waukesha County Registry; thence South $79^{\circ} 53' 24''$ West, and along said south right-of-way line, a distance of 1,226.17 feet to a point in the radial line of a curve to the right; thence southeasterly, at right angles, 12.50 feet to the beginning of curve, said curve has a radius of 1,483 feet and is described in aforesaid Volume 109 of Deeds, on Page 593; thence North $83^{\circ} 51' 04''$ East, a distance of 1,127.10 feet to a point; thence South $49^{\circ} 54' 46''$ East, and along a line parallel with and 136 feet distant from (measured at right angles thereto) the aforementioned line which bears North $49^{\circ} 54' 46''$ West, a distance of 711.50 feet to the south line of said quarter section; thence North $89^{\circ} 00' 44''$ East, and along said south line of said quarter section, a distance of 1,069.57 feet to a point which is 171.52 feet west of the southeast corner of said quarter section; thence North $25^{\circ} 01' 04''$ East, and along a line parallel with and 136 feet distant from (measured at right angles thereto) the aforementioned line which bears South $25^{\circ} 01' 04''$ West, a distance of 411.44 feet to the east line of said section; thence North $00^{\circ} 28' 44''$ East, and along the east line of said section, a distance of 327.47 feet to the place of beginning; subject to relocated State Trunk Highway 83 and also subject to former State Trunk Highway 83.

Also that part of the NE $\frac{1}{4}$ of Section 6, Township 6 north, Range 20 east, City of New Berlin, bounded and described as follows: Beginning at the northeast corner of said Section 6; running thence west on and along the north line of said section, a distance of 1,328.72 feet to the northwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section; thence south along the west line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 277.40 feet to a point; thence South $49^{\circ} 19'$ West, a distance of 787.43 feet to the point of beginning of the land herein described; thence South $49^{\circ} 19'$ West, a distance of 639.57 feet to a point in the east line of the premises conveyed by Document No. 538186 (Waukesha County record); thence south, a distance of 85 feet to a point in the center line of State Trunk Highway 59; thence east along the center line of said highway, a distance of 485.00 feet to a point; thence north, a distance of 501.92 feet to the place of beginning; subject to State Trunk Highway 59 on the south.

Also that part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 14, Township 6 north, Range 19 east, bounded and described as follows: Beginning at the point where the easterly line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 14 intersects the center line of the public highway running through the said NE $\frac{1}{4}$, said point being 261 feet south of the northeast corner of said W $\frac{1}{2}$ of said NE $\frac{1}{4}$; running thence south along the east line of the said W $\frac{1}{2}$ of said NE $\frac{1}{4}$, a distance of 1,266.7 feet; thence west at right angles to said line, a distance of 135.7 feet; thence north and parallel with the said east line, a distance of 1,301.08 feet to the center line of said public highway; thence South $75^{\circ} 47'$ East, and along the center line of said highway, a distance of 140 feet to the place of beginning.

Also that part of the NE $\frac{1}{4}$ of Section 14, Township 6 north, Range 19 east, bounded and described as follows: Beginning at the northwest corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 14; running thence South 05° East, a distance of 3 chains and 82 links to the center of an existing highway; thence South 79° East, and along the center of said highway to an angle in said highway, a distance of 1 chain; thence South $67^{\circ} 45'$ East, and along the center line of said highway, a distance of 17 chains and 43 links to an angle in said highway; thence North 74° East, and along the center of said highway, a distance of 3 chains and 77 links to the east line of said section; thence North 5° West, and along the easterly line of said section, a distance of 11 chains and 70 links to the northeast corner of said section; thence South 84° West, and along the north line of said section, a distance of 20 chains to the place of beginning.

50. Wewauk Substation: That part of the NE $\frac{1}{4}$ of Section 6, Township 6 north, Range 19 east, bounded and described as follows: Beginning at a point in the east line of said Section 6 which is 400 feet south of the north line of said section; running thence westerly and parallel with the north line of said section, a distance of 440 feet to a point; thence southerly and parallel with the east line of said section, a distance of 300 feet to a point; thence easterly and parallel with the north line of said section, a distance of 440 feet to a point in the east line of said section; thence northerly along the east line of said section, a distance of 300 feet to the place of beginning; subject to County Trunk Highway "TT" on the east.

Electric Transmission Lines

The following electric transmission lines located in the State of Wisconsin, reference to which shall not be deemed to exclude any other such lines or any distribution lines not mentioned:

Line 166—Section A: A 345,000 volt, single circuit line, approximately 49.84 miles in length, on double circuit steel towers, extending from a connection at the Wisconsin-Illinois boundary in Section 33, Town of Pleasant Prairie, with a line owned by Commonwealth Edison Company, westerly and northerly through portions of the Towns of Pleasant Prairie, Bristol and Paris in Kenosha County, northerly and westerly through portions of the Towns of Yorkville, Raymond and Norway in Racine County, and westerly and northerly through the City of Muskego, a portion of the Town of Waukesha and portions of the City of New Berlin, all in Waukesha County, to the Arcadian substation located in Section 6, Township 6 north, Range 20 east, City of New Berlin.

Line 166—Section B: A 345,000 volt, single circuit line, approximately 124.82 miles in length, of which approximately 33.20 miles is on double circuit steel towers, 72.62 miles is on double circuit steel towers of the line described as Line 143 in the Ninth Supplemental Indenture, and 19.00 miles is on wood H-frames, extending from the Arcadian substation in Section 6, City of New Berlin, northerly through a portion of the City of New Berlin, portions of the Town of Brookfield, the City of Brookfield, and the Village of Menomonee Falls, and a portion of the Village of Lannon, all in Waukesha County, northerly and easterly through the Village of Germantown and portions of the Towns of Germantown and Jackson in Washington County, easterly and northerly through portions of the Towns of Cedarburg, Saukville and Fredonia in Ozaukee County, portions of the Towns of Sherman, Holland, Lima, Sheboygan Falls and Herman in Sheboygan County, portions of the Towns of Meeme, Liberty, Cato and Franklin, and westward through a portion of the Town of Maple Grove, all in Manitowoc County, west and north through portions of the Town of Brillion in Calumet County, northerly through the Town of Holland and northerly and westerly through a portion of the Town of Wrightstown, both in Brown County, and northwesterly through portions of the Towns of Buchanan, Kaukauna and Free-

dom in Outagamie County to the North Appleton substation located in the NE $\frac{1}{4}$ of Section 19, Township 22 north, Range 16 east, Outagamie County.

Line 166—Section C: A 345,000 volt, single circuit line, approximately 42.50 miles in length, on wood H-frames, extending from the North Appleton substation in Section 19, Town of Freedom, westerly through a portion of the Town of Freedom, through the Towns of Center and Ellington, and westerly and northwesterly through a portion of the Towns of Liberty and Maple Creek, all in Outagamie County, westerly through the Towns of Lebanon, Little Wolf, St. Lawrence and a portion of the Town of Scandinavia in Waupaca County, to a point of connection in Section 32, Town of Scandinavia, with a line owned by Northern States Power Company (Minnesota).

Line 167: A 230,000 volt, single circuit line, approximately 31.61 miles in length, of which approximately 18.08 miles is on double circuit steel towers and 13.53 miles is on double circuit steel towers of the line described as Line 166—Section A, extending from the Oak Creek substation southerly and westerly through a portion of the City of Oak Creek in Milwaukee County, westerly through a portion of the Town of Caledonia, through the Town of Raymond and a portion of the Town of Norway, all in Racine County, and westerly and northerly through the City of Muskego, a portion of the Town of Waukesha, and portions of the City of New Berlin, all in Waukesha County, to the Arcadian substation located in Section 6, Township 6 north, Range 20 east, City of New Berlin.

Line 168: A 230,000 volt, single circuit line, approximately 6.19 miles in length, on double circuit steel towers, extending from the Arcadian substation in Section 6, City of New Berlin, easterly through a portion of the City of New Berlin in Waukesha County and the City of West Allis in Milwaukee County to a point of junction in the NE $\frac{1}{4}$ of Section 6, Township 6 north, Range 21 east, City of West Allis, with the line described as Line 144—Section B in the Ninth Supplemental Indenture.

Line 169: A 138,000 volt, single circuit line, approximately 28.50 miles in length, on wood H-frames, extending from the Burlington substation in the City of Burlington, northerly and

westerly through a portion of the City of Burlington and portions of the Town of Burlington in Racine County, westerly and northerly through the Towns of Spring Prairie and Lafayette, through portions of the Towns of Sugar Creek, La Grange and Whitewater, and a portion of the City of Whitewater, all in Walworth County, to the Franklin substation located in the City of Whitewater.

Line 170: A 138,000 volt, single circuit line, approximately 13.52 miles in length, on double circuit steel towers of the line described as Line 166—Section B, extending from the Arcadian substation in Section 6, City of New Berlin, northerly through a portion of the City of New Berlin, portions of the Town of Brookfield, the City of Brookfield, and the Village of Menomonee Falls, and a portion of the Village of Lannon, all in Waukesha County, and a portion of the Village of Germantown in Washington County, to the Germantown substation located in the SE $\frac{1}{4}$ of Section 32, Township 9 north, Range 20 east, Village of Germantown.

Line 171: A 138,000 volt, single circuit line, approximately 3.87 miles in length, of which approximately 0.18 mile is on double circuit steel towers and 3.69 miles is on double circuit steel towers of the line described as Line 109 in the Seventh Supplemental Indenture, extending from the Arcadian substation in Section 6, City of New Berlin, west through a portion of the City of New Berlin, westerly and northerly through portions of the Towns of Waukesha and Pewaukee and a portion of the City of Waukesha to the Waukesha substation located in Section 35, Township 7 north, Range 19 east, all in Waukesha County.

Line 172: A 138,000 volt, single circuit line, approximately 1.93 miles in length, in steel conduit, extending from the Sidney Terminal Station in the City of Glendale, southerly through a portion of the Cities of Glendale and Milwaukee to the Cornell substation in the City of Milwaukee, all in Milwaukee County.

Line 173: A 138,000 volt, single circuit line, approximately 0.52 mile in length, on wood poles, extending from a point of junction in the NE $\frac{1}{4}$ of Section 22, Township 6 north, Range 22 east, City of St. Francis, with the line described as Line 148 in

the Ninth Supplemental Indenture, southerly and westerly to the Kansas substation located in the NW $\frac{1}{4}$ of said Section 22, all in Milwaukee County.

Line 174: A 138,000 volt, single circuit line, approximately 0.48 mile in length, on wood poles, extending from the Cornell substation in the NE $\frac{1}{4}$ of Section 6, Township 7 north, Range 22 east, City of Milwaukee, southerly to the Fiebrantz substation located in the SE $\frac{1}{4}$ of said Section 6, all in Milwaukee County.

Line 175: A 138,000 volt, single circuit line, approximately 0.46 mile in length, on double circuit steel towers, extending from a point of split in the NE $\frac{1}{4}$ of Section 4, Town of Paris, with the line described as Line 36 in the Third Supplemental Indenture, easterly to the Paris switching station located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 2 north, Range 21 east, all in Kenosha County.

Line 176: A 138,000 volt, single circuit line, approximately 0.46 mile in length, on double circuit steel towers of the line described as Line 175, extending from a point of junction in the NE $\frac{1}{4}$ of Section 4, Town of Paris, with the line described as Line 110 in the Seventh Supplemental Indenture, easterly to the Paris switching station located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 2 north, Range 21 east, all in Kenosha County.

Line 177: A 138,000 volt, single circuit line, approximately 0.46 mile in length, on double circuit steel towers, extending from a point of split in the NE $\frac{1}{4}$ of Section 4, Town of Paris, with the line described as Line 36 in the Third Supplemental Indenture, easterly to the Paris switching station located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 2 north, Range 21 east, all in Kenosha County.

WISCONSIN ELECTRIC POWER COMPANY

Data Relative to Recording of
Tenth Supplemental Indenture dated November 1, 1966

This Tenth Supplemental Indenture dated November 1, 1966 was recorded in the office of the Register of Deeds of the Counties listed below, all in the state of Wisconsin, as follows:

County	Date Recorded	Time	Reel or Volume	Image or Page	Document No.
Brown	November 4, 1966	10:35 A.M.	753	514	652725
Calumet	November 4, 1966	11:00 A.M.	92	321	108551
Dane	November 4, 1966	8:15 A.M.	1164	1	1173018
Dodge	November 4, 1966	10:38 A.M.	358	341	516251
Fond du Lac	November 4, 1966	9:30 A.M.	555	233	219196
Jefferson	November 4, 1966	9:00 A.M.	391	116	664530
Kenosha	November 4, 1966	8:30 A.M.	741	390	490366
Manitowoc	November 4, 1966	9:20 A.M.	397	91	426722
Milwaukee	November 4, 1966	9:05 A.M.	335	50	4287441
Outagamie	November 4, 1966	8:30 A.M.	735	299	596166
Ozaukee	November 4, 1966	1:15 P.M.	210	93	213267
Racine	November 4, 1966	8:00 A.M.	926	347	814790
Rock	November 4, 1966	8:00 A.M.	228	443	710166
Sheboygan	November 4, 1966	8:02 A.M.	495	464	886076
Walworth	November 4, 1966	8:40 A.M.	470	497	586796
Washington	November 4, 1966	8:15 A.M.	424	576	289710
Waukesha	November 4, 1966	9:00 A.M.	944	394	673595
Waupaca	November 4, 1966	8:30 A.M.	379	284	310189

(66) County	Date Recorded	Time	Volume	Page	Document No.
Portage	May 8, 1968	10:00 A.M.	269	348	269474

66 County	Date Recorded	Time	Volume	Page	Document Number
Wood	Sept. 24, 1975	3:19 P.M.	387	573	544285