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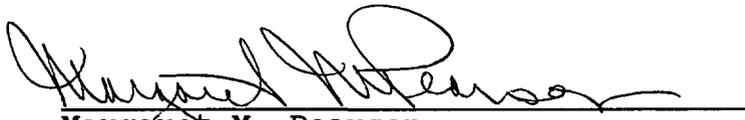
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INTERSTATE COMMERCE COMMISSION

**CERTIFICATE**

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Twenty-Third Supplemental Indenture dated September 15, 1985 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)

fin\wecerts

[CONFORMED COPY]

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WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

*As Trustee*

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**Twenty-Third Supplemental Indenture**

DATED AS OF SEPTEMBER 15, 1985

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First Mortgage Bonds,  
11½% Series due September 15, 2015

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RECORDATION NO. 18035 W  
FILED 11/25

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INTERSTATE COMMERCE COMMISSION

**WISCONSIN ELECTRIC POWER COMPANY**  
**Twenty-Third Supplemental Indenture dated as of September 15, 1985**

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**SUPPLEMENTAL INDENTURE**, dated as of the fifteenth day of September, nineteen hundred and eighty five (1985) 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, April 1, 1958 and December 1, 1980 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture" and, together with all supplemental indentures thereto being sometimes referred to herein collectively as the "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, November 15, 1960, November 1, 1966, November 15, 1967, May 15, 1968, May 15, 1969, November 1, 1969, July 15, 1976, January 1, 1978, May 1, 1978, May 15, 1978, August 1, 1979, November 15, 1979, April 15, 1980 and December 1, 1980, 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, 25⁄8% Series due 1976, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;
- (3) \$10,000,000 principal amount of First Mortgage Bonds, 27⁄8% Series due 1979, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, 2¾% Series due 1980, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3¼% Series due 1982, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3⅛% Series due 1984, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3⅞% Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$20,611,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4⅛% Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$21,364,000 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 \$26,660,000 principal amount remain outstanding at the date of execution hereof;

(10) \$30,000,000 principal amount of First Mortgage Bonds, 5⅞% Series due 1996, which are described in the Supplemental Indenture dated November 1, 1966, of which \$27,832,000 principal amount remain outstanding at the date of execution hereof;

(11) \$40,000,000 principal amount of First Mortgage Bonds, 6⅞% Series due 1997, which are described in the Supplemental Indenture dated November 15, 1967, of which \$37,664,000 principal amount remain outstanding at the date of execution hereof;

(12) \$35,000,000 principal amount of First Mortgage Bonds, 6⅞% Series due 1998, which are described in the Supplemental Indenture dated May 15, 1968, of which \$33,424,000 principal amount remain outstanding at the date of execution hereof;

(13) \$40,000,000 principal amount of First Mortgage Bonds, 7¼% Series due 1999, which are described in the Supplemental Indenture dated May 15, 1969, of which \$38,936,000 principal amount remain outstanding at the date of execution hereof;

(14) \$40,000,000 principal amount of First Mortgage Bonds, 8 $\frac{3}{8}$ % Series due November 1, 1999, which are described in the Supplemental Indenture dated November 1, 1969, of which \$39,285,000 principal amount remain outstanding at the date of execution hereof;

(15) \$60,000,000 principal amount of First Mortgage Bonds, 8 $\frac{3}{4}$ % Series due July 15, 2006, which are described in the Supplemental Indenture dated July 15, 1976, of which \$59,955,000 remain outstanding at the date of execution hereof;

(16) \$25,000,000 principal amount of First Mortgage Bonds, 6.10% Serial Series 1978A, which are described in the Supplemental Indenture dated May 1, 1978, all of which remain outstanding at the date of execution hereof;

(17) \$1,000,000 principal amount of First Mortgage Bonds, 6.25% Serial Series 1978B, which are described in the Supplemental Indenture dated May 1, 1978, all of which remain outstanding at the date of execution hereof;

(18) \$80,000,000 principal amount of First Mortgage Bonds, 8 $\frac{7}{8}$ % Series due 2008, which are described in the Supplemental Indenture dated May 15, 1978, of which \$79,958,000 remain outstanding at the date of execution hereof;

(19) \$12,000,000 principal amount of First Mortgage Bonds, 6.45% Series 1979A, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(20) \$4,000,000 principal amount of First Mortgage Bonds, 6.45% Series 1979B, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(21) \$10,000,000 principal amount of First Mortgage Bonds, 6.50% Serial Series 1979C, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(22) \$50,000,000 principal amount of First Mortgage Bonds, 10.2% Series due 1982, all of which have been paid at maturity prior to the date of execution hereof;

(23) \$70,000,000 principal amount of First Mortgage Bonds, 11.40% Series due April 15, 1987, which are described in the Supplemental Indenture dated April 15, 1980, of which \$23,334,000 remain outstanding at the date of execution hereof;

(24) \$80,000,000 principal amount of First Mortgage Bonds, 13¾ % Series due December 1, 1986, which are described in the Supplemental Indenture dated December 1, 1980, of which \$52,660,000 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, 11½ % Series due September 15, 2015" (hereinafter called the "New Bonds"); 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, 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, highways, 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 Supplemen-

tal 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 NEW BONDS.

SECTION 1. The twenty-fifth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the New Bonds. The New Bonds shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 11½ % Series due September 15, 2015" of the Company. The New Bonds 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 New Bonds shall mature on September 15, 2015, and shall bear interest at the rate of eleven and one half per cent per annum, payable semi-annually on the fifteenth days of March and September in each year (each such March 15 and September 15 being hereinafter called an "interest payment date"). The New Bonds 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 City of Milwaukee, Wisconsin, or, at the option of the registered owner, at the agency of the Company in the Borough of Manhattan, The City of New York.

The interest so payable on any interest payment date shall be paid to the persons in whose names the New Bonds 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 New Bonds are registered on the date of payment of such defaulted interest, or at the election of the Company at the close of business on a special record date for the payment of such defaulted interest established by notice given by mail by or on behalf of the Company not less than 15 days preceding such special record date.

Except as provided hereinafter, every New Bond 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 from September 15, 1985, whichever is later. Notwithstanding Section 6 of Article II of the Original Indenture, any New Bond 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 such interest payment date, such Bond shall bear interest from the interest payment date to which interest on such Bond has been paid or September 15, 1985, whichever is later.

**SECTION 2.** The New Bonds 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 New Bonds and the Trustee's Certificate to be endorsed on the New Bonds 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, 11½% SERIES DUE SEPTEMBER 15, 2015**

No. R.....

\$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to \_\_\_\_\_ or registered assigns, on the fifteenth day of September, 2015 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 March 15 or September 15 next preceding the date of this Bond or from September 15, 1985, whichever is later, at the rate of eleven and one half per cent per annum, payable semi-annually, on the fifteenth days of March and September 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. The interest so payable on any March 15 or September 15 will, subject to certain exceptions provided in the Twenty-Third Supplemental Indenture dated as of September 15, 1985 supplemental to the Amended Indenture, 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 March 15 or September 15. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of the registered owner hereof, at the agency of the Company in the Borough of Manhattan, The City of New York.

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 Twenty-Third Supplemental Indenture of September 15, 1985.

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, April 1, 1958 and December 1, 1980, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, 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 and any coupons appertaining thereto 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, 11½% Series due September 15, 2015" (herein called "Bonds of September 15, 2015 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the Twenty-Third Supplemental Indenture thereto dated as of September 15, 1985 (hereinafter called the "Supplemental Indenture of September 15, 1985") executed by the Company to the Trustee.

Under a provision of the Supplemental Indenture of December 1, 1980, to become effective at such date as no Bonds remain outstanding of any series created on a date prior to December 1, 1980, the percentage vote referred to in the preceding paragraph will be changed from 75% to 66⅔%. Under another provision of said Supplemental Indenture, to become effective on the earlier of such date and the date such other provision shall have been adopted by the affirmative vote of the holders of Bonds described in the preceding paragraph, any approval of Bondholders referred to in the preceding paragraph may be by written consent in lieu of a meeting. Each holder of this Bond, by his acceptance hereof, shall have, *inter alia*, thereby consented to such provisions and to the other amendments and additions to the Amended Indenture contained in the Supplemental Indenture of December 1, 1980 and shall have irrevocably appointed the Company, with full power of substitution, to attend

any meeting of Bondholders convened to consider any of the amendments or additions to the Amended Indenture contained in the Supplemental Indenture of December 1, 1980 and to vote this Bond in favor of any resolution or resolutions proposing any such amendment or addition.

The Bonds of September 15, 2015 Series are subject to redemption 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 redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date; provided, however, that prior to September 15, 1990 no Bonds of September 15, 2015 Series may be redeemed, directly or indirectly, from the proceeds of or in anticipation of any refunding operation involving the incurring of debt which has an effective interest cost to the Company, computed in accordance with generally accepted financial practice, of less than 11.605% per annum; all subject to the conditions and as more fully set forth in the Amended Indenture and the Twenty-Third Supplemental Indenture of September 15, 1985.

Expressed as Percentages of the Principal Amount of the Bonds

<u>If Redeemed during the 12-Month Period Ending September 14</u>	<u>Redemption Price</u>	<u>If Redeemed during the 12-Month Period Ending September 14</u>	<u>Redemption Price</u>
1986 .....	111.50	2001 .....	102.88
1987 .....	110.93	2002 .....	102.30
1988 .....	110.35	2003 .....	101.73
1989 .....	109.78	2004 .....	101.15
1990 .....	109.20	2005 .....	100.58
1991 .....	108.63	2006 .....	100.00
1992 .....	108.05	2007 .....	100.00
1993 .....	107.48	2008 .....	100.00
1994 .....	106.90	2009 .....	100.00
1995 .....	106.33	2010 .....	100.00
1996 .....	105.75	2011 .....	100.00
1997 .....	105.18	2012 .....	100.00
1998 .....	104.60	2013 .....	100.00
1999 .....	104.03	2014 .....	100.00
2000 .....	103.45	2015 .....	100.00

Notice of redemption shall be mailed, not less than thirty days nor 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 Twenty-Third Supplemental Indenture of September 15, 1985.

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 and all indentures supplemental thereto 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, as such, 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, as such, 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 the New Bonds 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, New Bonds in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such New Bonds 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 NEW BONDS

SECTION 1. The principal amount of New Bonds 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. New Bonds for the aggregate principal amount of One Hundred Million Dollars (\$100,000,000), being the initial issue of New Bonds, 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 Section 3 and 4 of Article III and by Article XVIII of the Original Indenture.

## ARTICLE III.

### REDEMPTION.

SECTION 1. The New Bonds shall, subject to the provisions of Article V of the Original Indenture, be redeemable 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 redemption prices applicable to the respective periods set forth in the form of New Bonds in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date; provided, however, that prior to September 15, 1990 no New Bonds may be redeemed, directly or indirectly, from the proceeds of or in anticipation of any refunding operation involving the incurring of debt which has an effective interest cost to the Company, computed in accordance with generally accepted financial practice, of less than 11.605% per annum.

SECTION 2. Notice of redemption shall be sufficiently given if mailed, postage prepaid, not less than 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.

##### ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any New Bonds 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 IV, 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, 1985 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 \$470,942,549 at June 30, 1985 plus the net income of the Company (including dividends from subsidiary companies but excluding undistributed subsidiary earnings) 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 IV, 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 New Bonds, 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 V.

SECTION 1 OF ARTICLE IV LIMITED.

The provisions of Section 1 of Article IV above shall be binding upon the Company and effective so long, but only so long, as any New Bonds are outstanding.

ARTICLE VI.

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 VII.

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 as of September 15, 1985, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgements 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 18th day of September, One thousand nine hundred and eighty-five.

WISCONSIN ELECTRIC POWER COMPANY,

[CORPORATE SEAL]

By /s/ J. G. REMMEL  
J. G. Remmel  
Vice President.

Attested:

/s/ J. H. GOETSCH  
J. H. Goetsch  
Secretary.

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

/s/ J. W. FLEISSNER  
J. W. Fleissner

/s/ JAMES B. BAILLON  
James B. Baillon

As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

[CORPORATE SEAL]

By /s/ ERIC HAGERUP  
Eric Hagerup  
Vice President.

Attested:

/s/ S. WAGNER  
S. Wagner  
Assistant Secretary.

Signed, sealed and delivered by  
FIRST WISCONSIN TRUST COMPANY  
in the presence of:

/s/ F. J. GINGRASSO  
F. J. Gingrasso

/s/ D. J. MAYER  
D. J. Mayer

As Witnesses.

STATE OF WISCONSIN }  
 COUNTY OF MILWAUKEE } SS.:

On this 18th day of September, 1985, before me personally appeared J. G. REMMEL and J. H. GOETSCH, to me personally known, who, being by me severally duly sworn, did say: that J. G. Remmel is a Vice President and J. H. Goetsch 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 on behalf of said corporation by authority of its Board of Directors; and said J. G. Remmel and J. H. Goetsch severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ WESLEY R. CLEVELAND, JR.  
 Wesley R. Cleveland, Jr.

Notary Public  
 State of Wisconsin  
 My Commission expires March 26, 1989  
 [Seal of Notary Public]

STATE OF WISCONSIN }  
 COUNTY OF MILWAUKEE } SS.:

On this 18th day of September, 1985, before me personally appeared ERIC HAGERUP and S. WAGNER, to me personally known, who, being by me severally duly sworn, did say: that Eric Hagerup is a Vice President and S. Wagner 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 on behalf of said corporation by authority of its Board of Directors; and said Eric Hagerup and S. Wagner severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ WILLIAM CARUSO  
 William Caruso

Notary Public  
 State of Wisconsin  
 My Commission expires February 12, 1989  
 [Seal of Notary Public]

STATE OF WISCONSIN }  
COUNTY OF MILWAUKEE } SS.:

J. G. REMMEL, being duly sworn, says: that he is a Vice President of WISCONSIN ELECTRIC POWER COMPANY, the Mortgagor named in the foregoing instrument; that he has knowledge of the facts with regard to the making of said instrument and of the consideration therefor; that the consideration for said instrument was and is actual and adequate; and that the same was given in good faith for the purpose in such instrument set forth, namely, to define the terms and conditions of the series of First Mortgage Bonds provided for therein.

/s/ J. G. REMMEL  
J. G. Remmel

Sworn to before me this 18th day of  
September, 1985.

/s/ WESLEY R. CLEVELAND, JR.  
Wesley R. Cleveland, Jr.

Notary Public  
State of Wisconsin  
My Commission expires March 26, 1989  
[Seal of Notary Public]

This instrument was drafted by Robert H. Gorske and Norris Darrell, Jr.  
on behalf of Wisconsin Electric Power Company.

**SCHEDULE A****PARCELS OF REAL ESTATE****WISCONSIN**

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. Reeseville Distribution Center Addition: A strip of land eight (8) feet in width, being a part of the North half (N ½) of the South half (S ½) of the Southwest quarter (SW ¼) of Section Twenty-one (21), Township Ten (10) North, Range Fourteen (14) East, Town of Lowell, and being more particularly bounded and described as follows: Commencing at a point on the north and south one-quarter line of said Section Twenty-one (21) that is located South two degrees thirty-two minutes two seconds East (S.02°32'02"E.) one thousand three hundred seventeen and two hundredths (1317.02) feet from the center of said Section Twenty-one (21); running thence South eighty-seven degrees twenty minutes fifty-eight seconds West (S.87°20'58"W.) a distance of two thousand one hundred sixty (2160) feet along the north line of the South half (S ½) of the Southwest quarter (SW ¼) of said Section Twenty-one (21) to the point of beginning of this description; thence South two degrees twenty-five minutes two seconds East (S.02°25'02"E.) parallel with the west line of said Section Twenty-one (21) a distance of two hundred fifty (250) feet; thence North eighty-seven degrees twenty minutes fifty-eight seconds East (N.87°20'58"E.) parallel with the north line of the South half (S ½) of the Southwest quarter (SW ¼) of said Section Twenty-one (21) a distance of eight (8) feet; thence North two degrees twenty-five minutes two seconds West (N.02°25'02"W.) parallel with said west line of Section Twenty-one (21) a distance of two hundred fifty (250) feet to the north line of the South half (S ½) of the South-west quarter (SW ¼) of said Section Twenty-one (21); thence South eighty-seven degrees twenty minutes fifty-eight seconds West (S.87°20'58"W.) along and upon said north line a distance of eight (8) feet to the point of beginning, subject to Seven Hills Road on the north.

**KENOSHA COUNTY**

2. Addition to Silver Lake Distribution Center: A parcel of land being a part of the Southwest quarter (SW¼) of Section Five (5), Township One (1) North, Range Twenty (20) East, Town of Salem, and being more particularly

bounded and described as follows: Beginning at a point in the South line of said Section Five (5), which point is one thousand two hundred forty-one and Twenty-five hundredths (1241.25) feet west of the southeast corner of said Southwest quarter (SW¼) of Section Five (5), said point also being the southeast corner of lands described in that certain Warranty Deed dated August 23, 1957 and recorded on October 11, 1957 in Volume 463 of Deeds, on Pages 498-99, as Document No. 386972, Kenosha County Registry, running thence north on the east line of said lands conveyed on August 23, 1957 by Document No. 386972 and parallel to the east line of said quarter section, one hundred ninety (190) feet to a point; thence west on the north line of said lands conveyed August 23, 1957, and parallel to the South line of said Section Five (5) one hundred twenty (120) feet to a point; thence north and parallel to the east line of said quarter section, eighteen (18) feet to a point; thence east and parallel to the south line of Section Five (5), one hundred fifty-four (154) feet to a point; thence south and parallel to the east line of said quarter section, two hundred eight (208) feet to a point in the south line of said section; thence west on said south section line thirty-four (34) feet to the place of beginning; subject to existing S.T.H. "50" on the south. Subject to an easement from James Hillard and Salley Hillard, his wife, to Edward Kraemer & Sons, Inc. a Wisconsin Corporation, as a right-of-way for road purposes across the following described real estate: A strip of land 40 feet wide lying in the Southwest Quarter of Section 5, Town 1 North, Range 20 East, Salem Township, Kenosha County, Wisconsin, described as follows: Begin at a point in the South line of said Quarter Section which is 1241.25 feet West of the Southeast corner of said Quarter Section; run thence North parallel to the East line of said Quarter Section 190 feet; thence West parallel to the South line of said Quarter Section 120 feet; thence North parallel to the East line of said Quarter Section 1262 feet; thence Easterly 40 feet; thence Southerly parallel to the East line of said Quarter Section 1222 feet; thence easterly 120 feet; thence Southerly 230 feet; thence Westerly 40 feet to the place of beginning. Subject further to the right of the Grantor, Jerome Epping and Colleen P. Epping, their heirs, successors and assigns to the use of the right-of-way easement described above in common with Edward Kraemer & Sons, Inc.

The premises herein conveyed lie within a portion of the aforescribed right-of-way for road purposes.

3. Miscellaneous Property: Part of the Northwest quarter (NW ¼) of Section Twenty-one (21), Township One (1) North, range Twenty-two (22) East, of the Fourth principal Meridian, and more particularly described as: Beginning in the center of County Trunk "T" at a point which is twenty-four

and seventy-five hundredths (24.75) feet north of the north line of the South half (S  $\frac{1}{2}$ ) of said quarter section and at a point in the center line of County Trunk "T" which is fifteen hundred forty (1540) feet east from the west line of said quarter section; thence south at right angles to the center line of said highway a distance of three hundred sixty-three (363) feet to a point; thence east parallel with the center line of said highway a distance of one hundred twenty (120) feet to a point; thence north at right angles to the center line of said highway a distance of three hundred sixty-three (363) feet to the center line of said highway to a point; thence west along and upon the center line of said highway one hundred twenty (120) feet and to the point of beginning, subject to C.T.H. "T" (95th Street) on the north.

Also all that part of the Southeast quarter (SE  $\frac{1}{4}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Sixteen (16), Township One (1) North, Range Twenty-two (22) East, Town of Pleasant Prairie, lying east of the Chicago and North Western Transportation Company's right of way, excepting therefrom the parcel conveyed to Wisconsin Electric Power Company by Quit Claim Deed dated June 19, 1979 and recorded in the office of the Register of Deeds for Kenosha County in Volume 1052, on Pages 195 to 197, as Document No. 655054, also excepting therefrom the south four hundred (400) feet; also

All that part of Southwest quarter (SW  $\frac{1}{4}$ ) of the Southwest quarter (SW  $\frac{1}{4}$ ) of Section Fifteen (15), Township One (1) North, Range Twenty-two (22) East, Town of Pleasant Prairie, lying west of the center line of State Trunk Highway (S.T.H.) "31", subject to said S.T.H. "31" on the east, and excepting therefrom the south four hundred (400) feet; also

All that part of the North half (N  $\frac{1}{2}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, Town of Pleasant Prairie, lying east of the right of way now used by the Chicago and North Western Transportation Company, subject to County Trunk Highway (C.T.H.) "T" (95th Street) on the south, excepting the following parcel conveyed to Gary V. Clausen on April 22, 1964, in Volume 667 of Records, Pages 296 and 297, Document No. 461642, and being described as follows:

Beginning at the intersection of the east line of said quarter section with the center line of said C.T.H. "T" (95th Street), as the same is physically occupied east and west through said quarter section, said point of beginning also being one thousand three hundred thirty-six and eight tenths (1336.8) feet south from the northeast corner of said quarter section as measured along the east line thereof; thence north along and upon the east line of said quarter

section two hundred forty-seven and five tenths (247.5) feet; thence west and parallel to the center line of said highway one hundred seventy-six and no tenths (176.0) feet; thence south and parallel to the east line of said quarter section two hundred forty-seven and five tenths (247.5) feet to the center line of said C.T.H. "T"; thence east along and upon the center line of said C.T.H. "T" one hundred seventy-six and no tenths (176.0) feet to the point of beginning, containing one (1) acre, more or less; also

All that part of the Northwest quarter (NW  $\frac{1}{4}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-two (22), Township One (1) North, range Twenty-two (22) East, Town of Pleasant Prairie, being described as follows:

Commencing at the southeast corner of said Section Sixteen (16), town and range aforesaid; thence east along and upon the north line of said Section Twenty-two (22) a distance of thirty-seven (37) rods and seven (7) links to the center of S.T.H. "31"; thence south along the center of said S.T.H. "31" fifty-two (52) rods to a point; thence west parallel with the north line of the said Section Twenty-two (22) a distance of thirty-seven (37) rods, lacking three (3) links, to the west line of the said Section Twenty-two (22); thence north along the west line of said Section Twenty-two (22) fifty-two (52) rods to the place of beginning, subject to said S.T.H. "31" on the east.

Also Certified Survey Map No. 255 as per plat of said map recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 3, 1975 as Document No. 589257, and being part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, of the Fourth Principal Meridian, in the Town of Pleasant Prairie.

Also lot A of Certified Survey Map No. 801 as filed and recorded in the Kenosha County Land Registry Office and being part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, of the 4th Principal Meridian and lying and being in the Town of Pleasant Prairie.

Also part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, of the Fourth Principal Meridian, and being more particularly described as: Beginning in the centerline of County Trunk Highway "H", on the west line of said quarter section, at a point two hundred sixty-four (264) feet, South one degree fifty-six minutes East (S.1°56'E.) from the northwest corner of said quarter section; thence South one degree fifty-six minutes East (S.1°56'E.) along the west line of said quarter section, one thousand thirty-five and five tenths (1035.5) feet to the centerline of County Trunk Highway "T"; thence east along and upon the centerline of

said County Trunk Highway "T", which centerline is parallel to and twenty-four and seventy-five hundredths (24.75) feet north from the south line of the North half (N ½) of said quarter section, one hundred twenty (120) feet to the west line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway; thence North nineteen degrees ten minutes thirty seconds East (N.19°10'30"E.) along and upon the west line of said right of way, one thousand three hundred seventy-five and three tenths (1375.3) feet to the north line of said quarter section; thence South eighty-nine degrees fifty-nine minutes West (S.89°59'W.) along and upon the north line of said quarter section four hundred fifty and six tenths (450.6) feet; thence South one degree fifty-six minutes East (S.1°56'E.) parallel to the west line of said quarter section two hundred sixty-four (264) feet; thence South eighty-nine degrees fifty-nine minutes West (S.89°59'W.) parallel to the north line of said quarter section, one hundred sixty-five (165) feet to the point of beginning, containing nine and ninety-seven hundredths (9.97) acres, more or less, and lying and being in the Township of Pleasant Prairie.

EXCEPTING THEREFROM those parcels of land previously conveyed by deeds of conveyance recorded in the office of the Register of Deeds for Kenosha County in Volume 730, Page 302, as Document No. 485988, Volume 992, Page 828, as Document No. 619196, and Volume 864, Page 672, as Document No. 539744, and also excepting that parcel of land conveyed to Kenosha County for highway purposes by Warranty Deed recorded in the office of the Register of Deeds for Kenosha County in Volume 656, Page 612, as Document No. 457603.

Also that part of the North half (N ½) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, in the Town of Pleasant Prairie, bounded as follows: Begin at a three quarter (¾) inch diameter re-bar stake at a point on the East-West quarter (E-W ¼) line of said section Twenty-one (21) located North eighty-nine degrees four minutes forty seconds East (N.89°04'40"E.) three hundred sixty-five and no hundredths (365.00) feet from the West quarter (W ¼) corner of said section; running thence North two degrees fifty-nine minutes fifty-eight seconds West (N.02°59'58"W.) three hundred sixty and no hundredths (360.00) feet to a three quarter (¾) inch diameter re-bar stake; thence South eighty-nine degrees four minutes forty seconds West (S.89°04'40"W.) three hundred sixty-five and no hundredths (365.00) feet to the center line of Kenosha County Trunk Highway "H"; thence North two degrees fifty-nine minutes fifty-eight seconds West (N.02°59'58"W.) three hundred ninety and no hundredths (390.00) feet on the center line of said highway; thence North eighty-nine degrees four minutes forty seconds East

(N.89°04'40"E.) three hundred sixty-five and no hundredths (365.00) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake; thence North two degrees fifty-nine minutes fifty-eight seconds West (N.02°59'58"W.) three hundred fourteen and eighty-one hundredths (314.81) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake; thence North eighty-nine degrees four minutes forty seconds East (N.89°04'40"E.) twenty-two and three hundredths (22.03) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake; thence North two degrees fifty-nine minutes fifty-eight seconds West (N.02°59'58"W.) two hundred sixty and fifty-eight hundredths (260.58) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake on the north line of the South half (S  $\frac{1}{2}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ ) of said Section Twenty-one (21); continuing thence North two degrees fifty-nine minutes fifty-eight seconds West (N.02°59'58"W.) twenty-four and seventy-seven hundredths (24.77) feet; thence North eighty-nine degrees no minutes twenty-six seconds East (N.89°00'26"E.) five hundred fifty-three and eighty-five hundredths (553.85) feet parallel with the north line of the South half (S  $\frac{1}{2}$ ) of said Northwest quarter (NW  $\frac{1}{4}$ ); thence South no degrees fifty-nine minutes thirty-four seconds East (S.00°59'34"E.) twenty-four and seventy-five hundredths (24.75) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake; continuing thence South no degrees fifty-nine minutes thirty-four seconds East (S.00°59'34"E.) three hundred thirty-eight and twenty-five (338.25) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake; thence North eighty-nine degrees no minutes twenty-six seconds East (N.89°00'26"E.) nine hundred sixty and no hundredths (960.00) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake; thence North no degrees fifty-nine minutes thirty-four seconds West (N.00°59'34"W.) three hundred thirty-eight and twenty-five hundredths (338.25) feet to a three quarter ( $\frac{3}{4}$ ) inch diameter re-bar stake on the north line of the South half (S  $\frac{1}{2}$ ) of said Northwest quarter (NW  $\frac{1}{4}$ ) Section; continuing thence North no degrees fifty-nine minutes thirty-four seconds West (N.00°59'34"W.) twenty-four and seventy-five hundredths (24.75) feet; thence North eighty-nine degrees no minutes twenty-six seconds East (N.89°00'26"E.) seven hundred eighteen and ninety-five hundredths (718.95) feet to the North-South quarter (N-S  $\frac{1}{4}$ ) line of said section; thence South two degrees forty-nine minutes nineteen seconds East (S.02°49'19"E.) twenty-four and seventy-six hundredths (24.76) feet on the North-South quarter (N-S  $\frac{1}{4}$ ) line to the northwest corner of the South half (S  $\frac{1}{2}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) of said section; thence North eighty-eight degrees forty-six minutes eleven seconds East (N.88°46'11"E.) one thousand three hundred seventy-one and thirty-one hundredths (1371.31) feet on the north line of the South half (S  $\frac{1}{2}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) of said section to the westerly line of the Chicago and Northwestern Railroad right of way; thence South one degree

ten minutes forty-eight seconds East (S.01°10'48"E.) one thousand three hundred twenty-eight and ninety-two hundredths (1328.92) feet on the westerly line of said right of way to a one and one-half (1½) inch diameter iron pipe stake on the East-West quarter (E-W ¼) line of said section; thence South eighty-eight degrees forty-nine minutes fifty-one seconds West (S.88°49'51"W.) one thousand three hundred thirty-three and twenty-six hundredths (1333.26) feet to the center of said section; thence South eighty-nine degrees four minutes forty seconds West (S.89°04'40"W.) two thousand two hundred fifty and seventy-four hundredths (2250.74) feet to the point of beginning; containing one hundred five and five hundred seventy-nine thousandths (105.579) acres, subject to the rights of the public in and to County Trunk Highway "T" (93rd Street) on the north and to County Trunk Highway "H" (88th Avenue) on the west.

Also part of the Northwest quarter (NW ¼) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, of the Fourth Principal Meridian, and lying and being in the Township of Pleasant Prairie, and being more particularly described as: Beginning at a point in the centerline of County Trunk Highway "H" (also known as Kilbourn Road), which point is four hundred ninety (490) feet south from a point in the centerline of said County Trunk Highway "H", which said point is the exact northwest corner of the Northwest quarter (NW ¼) of Section Twenty-one (21); thence east parallel to the north line of said quarter section a distance of four hundred five (405) feet to a point on the west line of the right way of the Chicago, Milwaukee, St. Paul and Pacific Railway; thence southerly, along and upon the said west line of the said right of way of the said railway, a distance of one hundred ten (110) feet to a point; thence west parallel with the north line of said Northwest quarter (NW ¼) section, a distance of about four hundred (400) feet to a point in the center-line of County Trunk Highway "H"; thence north along and upon the centerline of the said County Trunk Highway "H" one hundred ten (110) feet to the point of beginning, and containing one (1) acre of land, more or less.

EXCEPTING THEREFROM a narrow strip of frontage abutting the east line of the said County Trunk Highway "H" that was conveyed to Kenosha County for Highway purposes by Ernest F. Clausen and Vivian Clausen, husband and wife. Said Deed of Conveyance was recorded in Volume 656, Pages 612 and 613, in Records, Documents Numbered 457603 and 457604, recorded on December 18, 1963, in the office of the Register of Deeds for Kenosha County, State of Wisconsin.

Also part of the Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) of Section Twenty-one (21), Township One (1) North, Range

Twenty-two (22) East, of the Fourth Principal Meridian, more particularly described as: Beginning on the north and south quarter line of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, at a point which is one thousand three hundred twenty-nine and thirty-seven hundredths (1329.37) feet north from the center of said section; said point being the point of intersection of the north and south quarter line aforesaid with the center-line of the public highway; thence easterly along the center-line of said public highway, three hundred twenty-three (323) feet; thence north parallel with the north and south quarter line of said section, two hundred seventy-one (271) feet; thence westerly parallel with the center-line of said highway, three hundred twenty-three (323) feet and to the north and south quarter line of said section; thence south along and upon said north and south quarter line, two hundred seventy-one (271) feet to the point of beginning; containing two (2) acres of land, more or less, subject to said public highway on the south.

Also part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, of the Fourth Principal Meridian, lying and being in the town of Pleasant Prairie, and being more particularly described as: Commencing on the west line of said quarter section at a point South one degree fifty-six minutes East (S.1°56'E.), seven hundred forty-five and no one-hundredths (745.00) feet from the northwest corner thereof; thence North eighty-nine degrees fifty-nine minutes East (N.89°59'E.) parallel to the north line of said quarter section fifty and two one-hundredths (50.02) feet to the easterly right-of-way line of Highway "H" (88th Ave.) and the point of beginning of the parcel to be herein described; thence continue North eighty-nine degrees fifty-nine minutes East (N.89°59'E.) parallel to the north line of said quarter section two hundred eighty-one and fifty hundredths (281.50) feet and to the westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South nineteen degrees ten minutes thirty seconds West (S.19°10'30"W.) along and upon said railroad right-of-way line one hundred eighty-five and nineteen hundredths (185.19) feet; thence South eighty-nine degrees fifty-nine minutes West (S.89°59'W.) parallel to the north line of said quarter section two-hundred fourteen and eighty hundredths (214.80) feet, and to the easterly right-of-way line of said Highway "H"; thence North one degree fifty-six minutes West (N.1°56'W.) along and upon said Highway right-of-way line one hundred seventy-five and no one-hundredths (175.00) feet and to the point of beginning, containing one and no tenths (1.0) acres, be the same more or less.

Also Certified Survey Map No. 482, as per survey recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No.

626912, and being a part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township one (1) North, Range Twenty-two (22) East of the 4th Principal Meridian, lying and being in the Town of Pleasant Prairie.

Also all that part of the northeast quarter of Section 28 and all that part of the northwest quarter of the southeast quarter of Section 28, Township 1 north, Range 22 east of the Fourth Principal Meridian, lying westerly of the right-of-way of the Chicago & Northwestern Railway Company, in the town of Pleasant Prairie, and being more particularly described as: Beginning at the northwest corner of the northeast quarter of Section 28; thence N  $89^{\circ}19'31''$ E along the north line of said quarter section 1279.03 feet and to the westerly right-of-way line of the aforesaid railroad; thence S  $1^{\circ}11'47''$ E along said right-of-way line 3998.69 feet and to the south line of the northwest quarter of the southeast quarter of said section; thence S  $89^{\circ}41'46''$ W along said south line 1165.92 feet and to the southwest corner of the northwest quarter of said southeast quarter; thence N  $2^{\circ}56'52''$ W along the west line of said southeast quarter, 1327.095 feet and to the southwest corner of the northeast quarter of said section; thence N  $2^{\circ}45'26''$ W along the west line of said northeast quarter 2666.69 feet and to the point of beginning; containing 112.235 acres, more or less, and subject to a public highway over the entire northerly 33 feet thereof.

Also part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, in the Town of Pleasant Prairie, bounded and described as follows: Commencing at the west quarter (W  $\frac{1}{4}$ ) corner of said Section Twenty-one (21); thence North two degrees fifty-nine minutes fifty-eight seconds West (N. $2^{\circ}59'58''$ W.), eight hundred seventy (870) feet, thence north eighty-nine degrees four minutes forty seconds East (N. $89^{\circ}04'40''$ E.), forty-one and eighteen hundredths (41.18) feet to a point in the easterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, and being the point of beginning of this description; thence continuing North eighty-nine degrees four minutes forty seconds East (N. $89^{\circ}04'40''$ E.), three hundred twenty-three and eighty-two hundredths (323.82) feet; thence North two degrees fifty-nine minutes fifty-eight seconds West (N. $02^{\circ}59'58''$ W.), one hundred ninety-four and eighty-one hundredths (194.81) feet; thence South eighty-nine degrees four minutes forty seconds West (S. $89^{\circ}04'40''$ W.), two hundred twenty-two and ninety-seven hundredths (222.97) feet; thence North eighteen degrees nine minutes thirty seconds East (N. $18^{\circ}09'30''$ E.) and parallel with and twenty-five (25) feet distant from, measured at right angles thereto, the easterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, three hundred one and fifty-five hundredths (301.55) feet to the center line of C.T.H. "T" (95th Street);

thence South eighty-nine degrees no minutes twenty-six seconds West (S.89°00'26"W.) on and along said center line twenty-six and forty-six hundredths (26.46) feet to said easterly line of the railroad right of way; thence South eighteen degrees nine minutes thirty seconds West (S.18°09'30"W.) on and along said easterly line of the railroad right of way, five hundred seven and fifty-one hundredths (507.51) feet to the point of beginning; subject to C.T.H. "T" on the north.

Also part of the East  $\frac{1}{2}$  of Section 16 and of the West  $\frac{1}{2}$  of Section 15, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, bounded as follows: Beginning at a point on the east line of said Section 16 located North 3 degrees 1 minute 39 seconds West, 226.80 feet from the East  $\frac{1}{4}$  corner of said Section 16; running thence North 89 degrees 43 minutes 58 seconds East, 580.42 feet to a point on the west line of S.T.H. "31" right of way; continuing thence North 89 degrees 43 minutes 58 seconds East, 33.02 feet to the centerline of said highway; thence south 2 degrees 46 minutes 46 seconds East, 455.53 feet on said centerline to a point; thence North 89 degrees 53 minutes 14 seconds West, 33.04 feet to a point on the west line of said highway; continuing thence North 89 degrees 53 minutes 14 seconds West, 581.05 feet to a point on the east line of said Section 16; thence South 88 degrees 30 minutes 48 seconds West, 999.90 feet to a point; thence North 1 degree 11 minutes 20 seconds West, 224.83 feet to a point; thence North 88 degrees 30 minutes 48 seconds East, 75.04 feet to a point; thence North 1 degree 11 minutes 20 seconds West, 246.15 feet to a point; thence North 89 degrees 43 minutes 58 seconds East, 912.89 feet to the point of beginning; subject to said S.T.H. "31" on the east.

Also Certified Survey Map No. 725 as per plat of said map recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 11, 1979 in Volume 3 of Certified Survey Maps on page 725 as Document No. 659356 and being a part of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, Town of Pleasant Prairie.

Also part of the Northwest  $\frac{1}{4}$  of Section 21, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, more particularly described as follows: Beginning on the west line of said Northwest  $\frac{1}{4}$  of Section 21 at a point that is 750 feet north from the southwest corner of said  $\frac{1}{4}$  section; thence South 88 degrees 00 minutes 40 seconds East and parallel with the south line of said  $\frac{1}{4}$  section a distance of 365 feet; thence north and parallel with the west line of said  $\frac{1}{4}$  section a distance of 120 feet; thence North 88 degrees 00 minutes 40 seconds West and parallel with the south line of said  $\frac{1}{4}$  section a distance

of 365 feet and to the west line of said  $\frac{1}{4}$  section; thence south along the west line of said  $\frac{1}{4}$  section a distance of 120 feet to the point of beginning; excepting the land conveyed to Kenosha County for highway purposes as described in Warranty Deed recorded in the office of the Register of Deeds for Kenosha County on December 18, 1963 in Volume 656 of Records, on Page 614, as Document No. 457605.

Also part of the Northwest  $\frac{1}{4}$  of Section 21, Township 1 North, Range 22 East, Town of Pleasant Prairie, being described as follows: Commencing at the intersection of the centerline of 95th Street (CTH "T") and the easterly right of way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence North 89 degrees 00 minutes 26 seconds East, 26.46 feet to the point of beginning of the land herein described; thence continuing North 89 degrees 00 minutes 26 seconds East, 136.07 feet; thence South 2 degrees 59 minutes 58 seconds East, 285.35 feet; thence South 89 degrees 04 minutes 40 seconds West, 245 feet to a point 25 feet easterly from, as measured at right angles to, the said easterly railroad right of way line; thence North 18 degrees 09 minutes 30 seconds East, 301.55 feet to the point of beginning; subject to said CTH "T" on the north.

Also the north one (1) rod of the southeast quarter of the southeast quarter of said section twenty (20), township one (1) north, range twenty-two (22) East, except the right of way of the Chicago, Milwaukee and St. Paul Ry., lying east of said railway right-of-way the above described premises lying and being in the town of Pleasant Prairie. Also the northwest quarter of section twenty-eight (28), in town one (1) north of range twenty-two (22) east of the fourth principal meridian, and also, the east half of the northeast quarter of section twenty-nine (29), township and range aforesaid, lying east of the railway right-of-way, excepting therefrom the south two (2) rods thereof, and excepting also therefrom the railroad right-of-way now occupied by the Chicago, Milwaukee, St. Paul and Pacific Railroad, which railroad right-of-way is more specifically described in the deed to the Wisconsin Union Railroad Company dated February 29, 1872, recorded in Volume "V", page 349, and the deed to said Chicago, Milwaukee, St. Paul and Pacific Railroad Company, dated October 23, 1905, recorded in Volume 58, at page 165. Excepting therefrom that certain parcel of land conveyed by Dilov II, Inc. to Wisconsin Electric Power Company by Warranty Deed dated September 15, 1971 and recorded on September 20, 1971 in Volume 858 of Records, pages 620-1, as Document No. 537131.

The Southeast quarter ( $\frac{1}{4}$ ) of the Southeast quarter ( $\frac{1}{4}$ ) of Section Twenty (20), lying East of the railroad right-of-way; the Northwest quarter of section

twenty-eight (28), in township one (1) north of range twenty-two (22) east of the fourth principal meridian, excepting therefrom the North One (1) rod thereof, also excepting therefrom that certain parcel of land conveyed by Dilov II, Inc., to Wisconsin Electric Power Company by Warranty Deed dated September 15, 1971 and recorded on September 20, 1971 in Volume 858 of Records, pages 620-1, as Document No. 537131.

Also that part of the Southwest  $\frac{1}{4}$  of Section 15 and the Southeast  $\frac{1}{4}$  of Section 16, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, bounded as follows: Begin at a  $\frac{3}{4}$  inch diameter iron rod stake on the west line of said Section 15 at a point located South 02 degrees 24 minutes 54 seconds East 224.86 feet from the west  $\frac{1}{4}$  corner of said Section 15; run thence South 89 degrees 53 minutes 14 seconds East 581.05 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; continue thence South 89 degrees 53 minutes 14 seconds East 33.04 feet to the centerline of Wisconsin State Trunk Highway 31; thence South 02 degrees 46 minutes 46 seconds East 869.46 feet on said centerline; thence North 89 degrees 53 minutes 14 seconds West 33.04 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; continue thence North 89 degrees 53 minutes 14 seconds West 101.96 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; thence South 02 degrees 46 minutes 46 seconds East 90.00 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; thence South 89 degrees 53 minutes 14 seconds East 101.96 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; continue thence South 89 degrees 53 minutes 14 seconds East 33.04 feet to the centerline of said Highway 31; thence South 02 degrees 46 minutes 46 seconds East 156.00 feet on said centerline; thence North 89 degrees 56 minutes 24 seconds West 33.04 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; continue thence North 89 degrees 56 minutes 24 seconds West 588.13 feet to a  $\frac{3}{4}$  inch diameter iron rod stake on the Section line between said Sections 15 and 16; thence South 88 degrees 36 minutes 37 seconds West 968.52 feet to a  $\frac{3}{4}$  inch diameter iron rod stake located 55.00 feet east of the eastline of the Chicago & North Western Railroad right of way; thence North 01 degree 11 minutes 20 seconds West 1113.92 feet, parallel with said railroad right of way, to a  $\frac{3}{4}$  inch diameter iron rod stake; thence North 88 degrees 30 minutes 48 seconds East 944.67 feet to the point of beginning. Containing 40.001 acres.

Also that part of the Southeast  $\frac{1}{4}$  of Section 28, Township 1 North, Range 22 East, in the Town of Pleasant Prairie, bounded as follows: Beginning at a point on the North-South  $\frac{1}{4}$  line of said Section 28 located North 02 degrees 56 minutes 52 seconds West 30.58 feet from a concrete monument with a brass cap marking the South  $\frac{1}{4}$  corner of said Section; run thence North 02 degrees 56 minutes 52 seconds West 34.59 feet on said  $\frac{1}{4}$  line to a  $\frac{3}{4}$  inch diameter

iron rod stake; continue thence North 02 degrees 56 minutes 52 seconds West 1261.91 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; thence North 89 degrees 41 minutes 43 seconds East 108.60 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; thence South 17 degrees 42 minutes 52 seconds East 111.42 feet to a  $\frac{3}{4}$  inch diameter iron rod stake; thence south 45 degrees 26 minutes 59 seconds East 1201.68 feet; thence South 69 degrees 37 minutes 32 seconds West 70.95 feet; thence South 86 degrees 44 minutes 02 seconds West 70.91 feet; thence South 70 degrees 26 minutes 55 seconds West 718.73 feet; thence South 20 degrees 22 minutes 28 seconds East 31.18 feet; thence South 69 degrees 37 minutes 32 seconds West 137.01 feet to the point of beginning. Containing 14.147 acres.

Also part of the Southwest  $\frac{1}{4}$  of Section 15, Township 1 North, Range 22 East, Town of Pleasant Prairie: Beginning at the centerline of S.T.H. "31", also known as Milwaukee Road, at a point 1,093.9 feet south, as measured along the centerline of said highway from the north line of said Southwest  $\frac{1}{4}$  of Section 15; thence south and along and upon the center line of said Highway 90 feet to a point 156 feet north from the south line of the Northwest  $\frac{1}{4}$  of said Southwest  $\frac{1}{4}$  of Section 15; thence west and parallel to the north line of said Southwest  $\frac{1}{4}$  of Section 15, 135 feet; thence north and parallel to the center line of said S.T.H. "31" 90 feet; thence east and parallel to the north line of said Southwest  $\frac{1}{4}$  of Section 15, 135 feet to the point of beginning; the entire east 33 feet subject to S.T.H. "31".

4. Transmission Line Land: Lot Ten (10) in Block Five (5) of Pfennig and Bullamore's Orchard Knoll Subdivision, of part of the East Half of the Northwest Quarter of Section One (1) in Township One (1) North of Range Twenty-two (22) East of the Fourth Principal Meridian; lying and being in the City of Kenosha.

#### MANITOWOC COUNTY

5. Meterological Tower & Shelter: Part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 21, Township 21 North, Range 23 East, Town of Gibson, bounded and described as follows: Commencing at the center of said Section 21; thence South 00 degrees 00 minutes 00 seconds East on and along the west line of the Southeast  $\frac{1}{4}$  of said Section 16.50 feet to a point; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet to a point in the east right of way line of C.T.H. "Q" and the point of beginning of this description; thence continuing North 90 degrees 00 minutes 00 seconds East 67.25 feet to a point; thence South 00 degrees 00 minutes 00 seconds East 99.00 feet to a point; thence South 90 degrees 00 minutes 00 seconds West 67.25 feet to a point

in the east right of way line of C.T.H. "Q"; thence North 00 degrees 00 minutes 00 seconds West on and along the east line of C.T.H. "Q" 99.00 feet to the point of beginning.

#### MILWAUKEE COUNTY

6. Edgerton Distribution Center: Parcel No. 1 of Certified Survey Map No. 3144, being a part of the Southwest quarter (SW  $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Six (6) North, Range Twenty-one (21) East, City of Greenfield, bounded and described as follows: Commencing at the northeast corner of the Southwest quarter (SW  $\frac{1}{4}$ ) of said Section Twenty-seven (27); thence South three degrees twenty-four minutes thirty seconds West (S.3°24'30"W.) on and along the east line of the Southwest quarter (SW  $\frac{1}{4}$ ) of said Section Twenty-seven (27); a distance of four hundred sixteen and forty-seven hundredths (416.47) feet to a point, said point being twenty-one and three one-hundredths (21.03) feet northerly of the City of Greenfield limits and being the point of beginning of the land herein described; thence North eighty-seven degrees forty-two minutes fifty seconds West (N.87°42'50"W.) on and along the northerly property line and said property line extended to the east of The Prudential Insurance Company of America, as described in that certain Warranty Deed recorded in the office of the Register of Deeds for Milwaukee County on Reel 613, Image 1248-1255, as Document No. 4626555, a distance of one hundred sixty and three one-hundredths (160.03) feet to a point; thence North three degrees twenty-four minutes thirty seconds East (N.3°24'30"E.) a distance of one hundred and two one-hundredths (100.02) feet to a point; thence South eighty-seven degrees forty-two minutes fifty seconds East (S.87°42'50"E.) a distance of one hundred sixty and three one-hundredths (160.03) feet to a point in the east line of the Southwest quarter (SW  $\frac{1}{4}$ ) of said Section Twenty-seven (27); thence South three degrees twenty-four minutes thirty seconds West (S.3°24'30"W.) a distance of one hundred and two one-hundredths (100.02) feet to the point of beginning; excepting therefrom the easterly forty-five and one one-hundredth (45.01) feet for South 68th Street.

7. Oakbrook Service Center Site: Parcel 2 of Certified Survey Map No. 4565, being a redivision of Parcels 3 and 4 of Certified Survey Map No. 2589, Outlot "A" of Certified Survey Map No. 1589, and lands all being part of the Southeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 2, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin recorded in the office of the Register of Deeds for Milwaukee County on February 7, 1985, Reel 1724, Images 228 to 231, inclusive, as Document No. 5786076.

8. **Public Service Building Annex:** Vacated North 3rd Street between the North line of West Clybourn Street and the South line of that part of West Everett Street extended which is located between North 2nd Street and North 3rd Street, in the City of Milwaukee, and also described as Parcel 2 in that certain deed between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as Grantor and the City of Milwaukee as Grantee dated November 18, 1965, and recorded in the Office of the Register of Deeds for Milwaukee County on November 24, 1965, on Reel 281, Image 1796 and 1797 as Document No. 4222494, and more particularly described as follows: A parcel of land situated in the Plat of the Town of Milwaukee on the West side of the River in the Southeast  $\frac{1}{4}$  of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Commencing at the Northwest corner of Block 77, Southeast  $\frac{1}{4}$  of Section 29, Township 7 North, Range 22 East; thence South  $0^{\circ}45'20''$  West along the East Line of North 5th Street a distance of 437.33 feet; thence South  $89^{\circ}43'25''$  East along the North Line of West Clybourn Street a distance of 711.69 feet to the point of beginning of the property herein described; thence North  $0^{\circ}42'53''$  East along the West line of vacated North Third Street a distance of 190.96 feet; thence South  $89^{\circ}41'06''$  East along the North line of vacated North Third Street a distance of 80.00 feet; thence South  $0^{\circ}42'53''$  West along the East line of vacated North Third Street a distance of 190.90 feet; thence North  $89^{\circ}43'25''$  West along the North line of West Clybourn Street a distance of 80.00 feet to the place of beginning.

9. **Miscellaneous Property:** Lots 11 through 20, inclusive, Block 1, Lots 1 through 21, inclusive, and the vacated alley, Block 2, in Golfside Gardens No. 3, being a subdivision of a part of the Northwest  $\frac{1}{4}$  of Section 34, Township 7 North, Range 21 East, in the City of Milwaukee, also vacated South 71 Street, lying between Blocks 1 and 2 in said Golfside Gardens No. 3, also all of vacated West Dickinson Street lying between the west line of the north-south alley extended south in Block 1 in said Golfside Gardens No. 3 and the east line of South 72 Street extended south.

Also the South  $\frac{1}{2}$  of Lot 4, in Block 16, in Walker's Point in the Northeast  $\frac{1}{4}$  of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee.

10. **Miscellaneous Property:** All that part of the Southwest One-quarter (SW  $\frac{1}{4}$ ) of Section Twenty-two (22), Township Six (6) north, Range Twenty-two (22) east described as follows: Beginning at a point on the west line of the Chicago and Northwest Railway Company right-of-way, said point being five hundred eighty-five and sixty hundredths (585.60) feet west of the

east line of said One-quarter ( $\frac{1}{4}$ ) Section, and six hundred ninety-one and forty-two hundredths (691.42) feet south of the north line of said One-quarter ( $\frac{1}{4}$ ) Section; thence south Six degrees Seventeen minutes No seconds West ( $S.6^{\circ}17'00''W.$ ) along said west railway right-of-way line fifty-one and sixty-three hundredths (51.63) feet to a point on the northeasterly line of the Wisconsin Electric Power Company right-of-way; thence northwesterly along said northeasterly right-of-way line to a point which is six hundred ninety-one and forty-two hundredths (691.42) feet south of the north line of said One quarter ( $\frac{1}{4}$ ) Section; thence east to point of beginning.

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

11. Transmission Line Land: A part of the Southeast  $\frac{1}{4}$  of Section 7, Township 6 North, Range 21 East, City of West Allis, to-wit: Commencing at the southeast corner of Lot 11, Block 5, National Avenue Homesites; thence South  $51^{\circ}41'00''$  West along the southerly line of said Lot 11, 14.83 feet to the point of beginning; thence continuing South  $51^{\circ}41'00''$  West 12.80 feet; thence East parallel with and 50.00 feet south of the north line of said Lot 11, 10.11 feet; thence North  $0^{\circ}36'$  West parallel with and 56.75 feet west of the centerline of South 112th Street 7.94 feet to the point of beginning.

12. Transmission Line Land: All that part of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-one (21), Township Six (6) North, Range Twenty-two (22) East, City of Milwaukee, described as follows:

Beginning at a point on the east line of said quarter ( $\frac{1}{4}$ ) section, eight hundred fifty-five (855) feet south of the northeast corner of said quarter ( $\frac{1}{4}$ ) section; thence south along the east line of said quarter ( $\frac{1}{4}$ ) section, one hundred twenty (120) feet; thence west and parallel with the south line of Schladweiler's Subdivision, a recorded subdivision in said quarter ( $\frac{1}{4}$ ) section, eight hundred thirty-five and five hundredths (835.05) feet; thence North no degrees three minutes no seconds East ( $N.00^{\circ}03'00''E.$ ) one hundred fifty (150) feet; thence east and parallel with said south line of Schladweiler's Subdivision five hundred ninety-one and eighty-nine hundredths (591.89) feet to a point on the southerly line of East Norwich Avenue; thence easterly along the southerly line of east Norwich Avenue two hundred seventy-eight and fifty-eight hundredths (278.58) feet to the point of beginning, except the east forty-five (45) feet for street and except a parcel of land described as follows:

Beginning at the point of intersection of the south line and the southwesterly line of Schladweiler's Subdivision, a recorded subdivision in said

quarter ( $\frac{1}{4}$ ) section, said point lying two hundred seventy-six and sixteen hundredths (276.16) feet west of the east line of said quarter ( $\frac{1}{4}$ ) section; thence westerly along the westerly extension of said south line, one hundred ninety-seven and eighty-four hundredths (197.84) feet to a point in the southeast corner of Indian Mounds No. 3, a recorded subdivision in said quarter ( $\frac{1}{4}$ ) section; thence South no degrees twelve minutes no seconds West ( $S.00^{\circ}12'00''W.$ ) on and along the east line of said Indian Mounds No. 3 Subdivision, extended southerly, one hundred fifty (150) feet to a point, thence east and parallel with said south line of Schladweiler's Subdivision, extended westerly, one hundred ninety-seven and eighty-four hundredths (197.84) feet to a point, said point being two hundred seventy-six and sixteen hundredths (276.16) feet west from the east line of said quarter ( $\frac{1}{4}$ ) section; thence North no degrees twelve minutes no seconds East ( $N.00^{\circ}12'00''E.$ ) and parallel with the east line of Indian Mounds No. 3, extended southerly, one hundred fifty (150) feet to the point of beginning.

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

13. Transmission Line Land: All that part of the Southeast One-quarter ( $SE \frac{1}{4}$ ) of Section Seventeen (17), Township Six (6) north, Range Twenty-one (21) east described as follows: Beginning at a point which is one hundred fifteen (115) feet east of the west line of said One-quarter ( $\frac{1}{4}$ ) section and four hundred eighty-five (485) feet south of the north line of said One-quarter ( $\frac{1}{4}$ ) section; thence east and parallel to the north line of said One-quarter ( $\frac{1}{4}$ ) section, one hundred forty (140) feet to a point; thence south parallel to and two hundred fifty-five (255) feet east of the west line said One-quarter ( $\frac{1}{4}$ ) section to a point which is six hundred sixty and two hundredths (660.02) feet north of the south line of said One-quarter ( $\frac{1}{4}$ ) section; thence west and parallel to the south line said One Quarter ( $\frac{1}{4}$ ) section forty-five (45) feet to a point; thence south parallel to the west line of said One-quarter ( $\frac{1}{4}$ ) section six hundred sixty and two hundredths (660.02) feet to a point in the south line of said One-quarter ( $\frac{1}{4}$ ) section; thence west along the south line of said One-quarter ( $\frac{1}{4}$ ) section, ninety-five (95) feet to a point which is one hundred fifteen (115) feet east of the west line of said One-quarter ( $\frac{1}{4}$ ) section; thence north parallel to and one hundred fifteen (115) feet east of the west line of said One-quarter ( $\frac{1}{4}$ ) section to the point of beginning, subject to West Howard Avenue on the south and subject to the opening and dedication at all times of a public highway of that part of the above described parcel of land lying east of a line drawn east of,

parallel to and two hundred ten (210) feet distant from the west line of said One-quarter ( $\frac{1}{4}$ ) section.

The property included in this Item 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.

14. Transmission Line Land: All that part of the Southeast One-quarter (SE  $\frac{1}{4}$ ) of Section Thirty-two (32), Township Seven (7) north, Range Twenty-one (21) east, in the City of West Allis: Commencing at a point in the west line of said One-quarter ( $\frac{1}{4}$ ) Section, Six hundred fifty-one and Sixty hundredths (651.60) feet south of the northwest corner of said One-quarter ( $\frac{1}{4}$ ) Section; running thence east, parallel to the north line of said One-quarter ( $\frac{1}{4}$ ) Section; Three hundred twenty-three and Seventy-five hundredths (323.75) feet to a point in the west line of the right-of-way of Wisconsin Electric Power Company, said point being the place of beginning for the description of the premises to be conveyed; running thence south on said right-of-way line, parallel to the west line of said One-quarter ( $\frac{1}{4}$ ) Section, Five hundred ten (510) feet to a point; thence west, parallel to the north line of said One-quarter ( $\frac{1}{4}$ ) Section, Thirty (30) feet to a point; thence north, parallel to the west line of said One-quarter ( $\frac{1}{4}$ ) Section, Five hundred ten (510) feet to a point; thence east, parallel to the north line of said One-quarter ( $\frac{1}{4}$ ) Section, Thirty (30) feet to the place of beginning, being a strip of land Thirty (30) feet in width, east and west, adjoining the west line of said right-of-way, subject to the public easement, if any, in that part of Tremont Street, if any, included in said description.

Also all that part of the Northeast One-quarter ( $\frac{1}{4}$ ) Section Five (5), Township Six (6) north, Range Twenty-one (21) east described as follows: Beginning at a point which is three hundred fifty-five and seventy-one hundredths (355.71) feet east of the west line of of said One-quarter ( $\frac{1}{4}$ ) section and five hundred fifty (550) feet south of the north line of said One-quarter ( $\frac{1}{4}$ ) section; thence east and parallel to the north line of said One-quarter ( $\frac{1}{4}$ ) section one hundred eighty-nine and seventeen hundredths (189.17) feet to a point; thence south and parallel to the west line of said One-quarter ( $\frac{1}{4}$ ) section one thousand six hundred twenty-nine and sixty-four hundredths (1,629.64) feet to a point in the north line of Wisconsin Electric Power Company right-of-way; thence west along said right-of-way line one hundred nineteen (119) feet to a point; thence North no degrees twenty-nine minutes no seconds West (N.00°29'00"W.), six hundred sixty-eight and sixty hundredths (668.60) feet to a point; thence North two degrees twenty-five minutes no seconds West (N.02°25'00"W.), four hundred seventy-five and twenty-four hundredths

(475.24) feet to a point; thence North three degrees two minutes no seconds West (N.03°02'00"W.), four hundred thirty-six (436) feet to a point; thence north fifty and thirty hundredths (50.30) feet to the point of beginning except land conveyed to Milwaukee County for expressway.

Also all that part of the Northwest One-quarter (NW ¼) of Section Eight (8), Township Six (6) North, Range Twenty-one (21) East described as follows: Beginning at the southeast corner of said One-quarter (¼) section; thence west along the south line of said One-quarter (¼) section Seventy-five (75) feet to a point; thence north and parallel to the east line of said One-quarter (¼) section, four hundred sixty-five (465) feet to a point; thence northeasterly to a point which is Thirty (30) feet west of the east line of said One-quarter (¼) section and Six hundred seventy-five (675) feet north of the south line of said One-quarter (¼) section; thence northeasterly to a point in the east line of said One-quarter (¼) section which point is Seven hundred (700) feet more or less north of the southeast corner of said One-quarter (1/4) section south along the east line of said One-quarter (¼) section to the point of beginning, except the east Twenty-five (25) feet thereof and subject to West Cleveland Avenue on the south.

The property included in this Item 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.

#### OUTAGAMIE COUNTY

15. Appleton Hydro Plant: That part of the North Half (N ½) of Mill Street in the Northwest One-quarter (NW ¼) of Section Thirty-five (35), Township Twenty-one (21) north, Range Seventeen (17) east, described as follows: Commencing at the Northwest corner of Lot Seven (7), Block Three (3), Green Bay & Mississippi Canal Co. Plat; thence North one degree fifty minutes forty seconds West (N.01°50'40"W.), along the west line of said Lot Seven (7) extended north Thirty-three (33) feet to a point in the center line of Mill Street and the point of beginning of the land to be described; thence continuing North one degree fifty minutes forty seconds West (N.01°50'40"W.), Twenty-one (21) feet to a point; thence North eighty-eight degrees fifty-three minutes ten seconds West (N.88°53'10"W.), Thirty (30) feet more or less to the shore of the Fox River; thence southwesterly along the shore of the Fox River to the point of intersection with said center line of Mill Street; thence North eighty-eight degrees nine minutes twenty seconds east (N.88°09'20"E.), Forty (40) feet more or less to the point of beginning.

16. French Distribution Center: Part of Lot One (1), Rowe's Subdivision, located in the East Quarter (E  $\frac{1}{4}$ ) of Section Nineteen (19), Township Twenty-one North (T-21-N), Range Eighteen East (R-18-E), Town of Grand Chute, bounded and described as follows: Commencing at the North East corner of said Section Nineteen (19); thence South One Degree Four Minutes Twenty-six Seconds East (S.01°04'26"E.), One Thousand Nine Hundred Ninety-four and Forty-eight Hundredths feet (1,994.48'), thence South Eighty-eight Degrees Fifty-five Minutes Thirty-four Seconds West (S.88°55'34"W.), Thirty-three Feet (33.00'), thence South One Degree Four Minutes Twenty-six Seconds East (S.01°04'26"E.) along the West line of French Road Two Hundred Seven and Fifty-eight Hundredths Feet (207.58') to the point of beginning; thence continue South One Degree Four Minutes Twenty-six Seconds East (S.01°04'26"E.) along the West line of French Road Two Hundred Seven Feet (207.00'); thence South Eighty-eight Degrees Fifty-eight Minutes Fifteen Seconds West (S.88°58'15"W.), One Hundred Eighty Feet (180.00'); thence North One Degree Four Minutes Twenty-six Seconds West (N.01°04'26"W.), Two Hundred Seven Feet (207.00'); thence North Eighty-eight Degrees Fifty-eight minutes Fifteen Seconds East (N.88°58'15"E.), One Hundred Eighty Feet (180.00') to the point of beginning.

17. Highlands Service Center: A part of Lot Five (5), Block "B", City of Seymour, according to the Assessor's Plat of a part of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ ), Section Twenty-eight (28), Township Twenty-four (24) North, Range Eighteen (18) East, City of Seymour, and being more particularly bounded and described as follows: Commencing at the West quarter (W  $\frac{1}{4}$ ) corner of Section Twenty-eight (28); thence North eighty-eight degrees fifty-three minutes thirty-nine seconds East (N.88°53'39"E.), nine hundred eighty-eight and five hundredths (988.05) feet along the south line of the Northwest quarter (NW  $\frac{1}{4}$ ) and the center line of Bronson Road to the point of beginning; thence continuing North eighty-eight degrees fifty-three minutes thirty-nine seconds East (N.88°53'39"E.), three hundred twenty-seven and eighty-six hundredths (327.86) feet along the last described line to the East line of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ ); thence North no degrees six minutes forty-four seconds East (N.0°06'44"E.), nine hundred ninety and twenty-two hundredths (990.22) feet (recorded 990.0 feet) along the east line of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ ); thence South eighty-eight degrees fifty-three minutes thirty-nine seconds West (S.88°53'39"W.), three hundred twenty-six and sixty hundredths (326.60) feet; thence South no degrees eleven minutes seven seconds West (S.00°11'07"W.), nine hundred ninety and

twenty-five hundredths (990.25) feet (recorded 990.0 feet) to the point of beginning; subject to Bronson Road on the south.

18. Hintz Distribution Center: That part of the Southeast quarter (SE  $\frac{1}{4}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Thirty-one (31), Township Twenty-three (23) North, Range Fifteen (15) East, Town of Maple Creek, being described as follows: Commencing at the Southeast corner of said Section Thirty-one (31); thence North no degrees four minutes eleven seconds East (N.00°04'11"E.), two hundred ninety-two and sixty-four hundredths (292.64) feet (measured), two hundred ninety-two and seventy hundredths (292.70) feet (recorded) along the east line of the Southeast quarter (SE  $\frac{1}{4}$ ), also being the center line of Spurr Road to the point of beginning; thence North no degrees four minutes eleven seconds East (N.00°04'11"E.), four hundred fifty and no hundredths (450.00) feet along the east line of the Southeast quarter (SE  $\frac{1}{4}$ ), also being the center line of Spurr Road; thence South eighty-nine degrees forty-six minutes no seconds West (S.89°46'00"W.), seven hundred thirty-seven and ninety hundredths (737.90) feet; thence South one degree twenty-seven minutes no seconds East (S.01°27'00"E.), three hundred fifty-six and twenty-nine hundredths (356.29) feet; thence North eighty-nine degrees forty-six minutes no seconds East (N.89°46'00"E.), ninety and no hundredths (90.00) feet; thence South one degree twenty-seven minutes no seconds East (S.01°27'00"E.), ninety-three and eighty hundredths (93.80) feet; thence North eighty-nine degrees forty-six minutes no seconds East (N.89°46'00"E.), six hundred thirty-five and ninety-six hundredths (635.96) feet (measured), six hundred thirty-five and sixty hundredths (635.60) feet (recorded) to the point of beginning, subject to Spurr Road on the east.

19. Julius Substation: The north two hundred sixty-six (266) feet of the east two hundred eighty-six (286) feet of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Twenty-one (21) North, Range Sixteen (16) East, Town of Greenville, less and excepting that portion thereof deeded to the State of Wisconsin Department of Transportation by Warranty Deed, dated August 29, 1979 and recorded October 10, 1979, as Document Number 773996 in the office of the Outagamie County Register of Deeds, and also subject to town road right of way along the east side of said Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ).

20. Maes Substation: Lot One (1) of Certified Survey Map No. 322 filed in the office of the Register of Deeds for Outagamie County, Wisconsin on October 18, 1983 in Volume Two (2) of Certified Survey Maps, on page 322,

as Document No. 834105, being a division of Lot "A", Government Lot Seven (7), located in Section Twenty-seven (27), Township Twenty-one (21) North, Range Eighteen (18) East, Village of Kimberly.

21. Wolf River Service Center: That part of the West half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28), Township Twenty-two (22) North, Range Fifteen (15) East, Town of Hortonia, bounded and described as follows: Commencing at the Southeast corner of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28); thence South ninety degrees no minutes no seconds West ( $S.90^{\circ}00'00''W.$ ), along the south line of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28), a distance of one thousand three hundred thirty-four and sixty-nine hundredths (1,334.69) feet to the Southeast corner of the West half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28), said point being the point of beginning of the parcel herein described; thence continuing South ninety degrees no minutes no seconds West ( $S.90^{\circ}00'00''W.$ ), along the South line of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28), a distance of thirty-three and seventeen hundredths (33.17) feet; thence North five degrees fifty-two minutes four seconds East ( $N.5^{\circ}52'04''E.$ ) and parallel with the East line of the West half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28) a distance of eight hundred fifty-five and seventy-three hundredths (855.73) feet; thence South ninety degrees no minutes no seconds West ( $S.90^{\circ}00'00''W.$ ) and parallel with said South line of Section Twenty-eight (28) a distance of two hundred fifty-two and no hundredths (252.00) feet; thence North five degrees fifty-two minutes four seconds East ( $N.5^{\circ}52'04''E.$ ), and parallel with the East line of the West half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28) a distance of seven hundred seventy-nine and sixty-two hundredths (779.62) feet to a point on the centerline S.T.H. "45"; thence South forty-eight degrees fifty-three minutes five seconds East ( $S.48^{\circ}53'05''E.$ ) along said centerline of S.T.H. "45" a distance of three hundred forty-seven and thirty-six hundredths (347.36) feet to its intersection with said East line of the West half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28); thence South five degrees fifty-two minutes four seconds West ( $S.5^{\circ}52'04''W.$ ) along said East line of the West half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of Section Twenty-eight (28) a distance of one thousand four hundred five and seventy-three hundredths (1,405.73) feet to the point of beginning; subject to S.T.H. "45" on the northeast and Givens Road on the South.

## OZAUKEE COUNTY

22. Addition to Cedarsauk Ash Fill Site: All that part of the West one-half ( $W \frac{1}{2}$ ) of the Southeast quarter ( $SE \frac{1}{4}$ ) of the Northeast quarter ( $NE \frac{1}{4}$ ) of Section Two (2), Township Ten (10) North, Range Twenty-one (21) East, Town of Cedarburg lying west of the thread of Mole Creek as it presently exists.

23. Addition to Grafton Ash Fill Site: That part of the Southwest quarter ( $SW \frac{1}{4}$ ) of Section Eight (8), Township Ten (10) North, Range Twenty-two (22) East, Town of Grafton, described as follows: Commencing at a point in the north line of said Southwest quarter ( $SW \frac{1}{4}$ ), six hundred seventy-six and twenty-six hundredths (676.26) feet South eighty-seven degrees fourteen minutes fifty-three seconds West ( $S.87^{\circ}14'53''W.$ ) of the northeast corner therefrom; thence South twenty-nine degrees thirty-nine minutes thirty-two seconds West ( $S.29^{\circ}39'32''W.$ ), three hundred seventy-one and thirty-four hundredths (371.34) feet to the point of beginning of the lands to be described; thence continuing South twenty-nine degrees thirty-nine minutes thirty-two seconds West ( $S.29^{\circ}39'32''W.$ ), two hundred sixty-one and twenty-three hundredths (261.23) feet; thence North sixty degrees twenty minutes twenty-eight seconds West ( $N.60^{\circ}20'28''W.$ ), three hundred twenty-five and no hundredths (325.00) feet to the centerline of S.T.H. "32"; thence North twenty-nine degrees thirty-nine minutes thirty-two seconds East ( $N.29^{\circ}39'32''E.$ ) along said centerline, two hundred sixty-one and twenty-three hundredths (261.23) feet to a point one hundred sixty-five and no hundredths (165.00) feet from the intersection of said centerline and the north line of said Southwest quarter ( $SW \frac{1}{4}$ ); thence South sixty degrees twenty minutes twenty-eight seconds East ( $S.60^{\circ}20'28''E.$ ), three hundred twenty-five and no hundredths (325.00) feet to the point of beginning, subject to S.T.H. "32" on the northwest.

Also part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, Township 10 North, Range 22 East, Town of Grafton, bounded and described as follows: Beginning at the intersection of the quarter section line of Section 8, Town and Range aforesaid, and the centerline of S.T.H. "32"; thence South 31 degrees 28 minutes West 165.00 feet; thence South 58 degrees 32 minutes East 325.00 feet; thence North 31 degrees 28 minutes East to said quarter section line of said Section 8; thence west along said quarter section line to the place of beginning. Subject to said S.T.H. "32" on the northwest.

Also Lot 1 of Certified Survey Map No. 1215 as recorded in the Ozaukee County Registry in Volume 6 of Certified Survey Maps, on Pages 101 and 102, as Document No. 316855, and being a part of the Northeast  $\frac{1}{4}$  and the

Northwest  $\frac{1}{4}$  of Section 8, Township 10 North, Range 22 East, Town of Grafton.

Also part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 10 North, Range 22 East, Town of Grafton, bounded and described as follows: Commencing at the Northwest corner of the Northeast  $\frac{1}{4}$  of Section 8, Township 10 North, Range 22 East; thence North 86 degrees 30 minutes 20 seconds East along the north line of said Northeast  $\frac{1}{4}$ , 1327.355 feet to the point of beginning; thence South 01 degree 58 minutes 33 seconds East, along the west line of the East  $\frac{1}{2}$  of said Northeast  $\frac{1}{4}$ , 1832.34 feet to the north line of Certified Survey Map No. 1215; thence North 87 degrees 47 minutes 27 seconds East, along the north line of Certified Survey Map No. 1215, 305.66 feet to the westerly right of way line of the Chicago and North Western Transportation Company; thence North 08 degrees 29 minutes 00 seconds East, along said railroad right of way line, 1879.49 feet to the north line of the Northeast  $\frac{1}{4}$ ; thence South 86 degrees 30 minutes 20 seconds West, along said north line of the Northeast  $\frac{1}{4}$ , 627.08 feet to the point of beginning, subject to Ulaio Parkway as it traverses said premises.

Also Lots 1 and 2 of Certified Survey Map No. 1290, recorded in the Ozaukee County Registry in Volume 6 of Certified Survey Maps on pages 267 and 268 as Document No. 322975 and being a part of the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 10 North, Range 22 East, Town of Grafton; and that part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 10 North, Range 22 East, Town of Grafton, described as follows: Commencing at the North  $\frac{1}{4}$  corner of said Section 8; thence North 89 degrees 08 minutes 28 seconds East 1039.88 feet along the north line of said Northeast  $\frac{1}{4}$  to the point of beginning; thence continuing North 89 degrees 08 minutes 28 seconds East 303.00 feet to the northeast corner of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence South 955.55 feet; thence South 89 degrees 00 minutes 00 seconds West 303.00 feet; thence North 956.03 feet to the point of beginning.

24. Addition to Port Bluff Distribution Center: All that part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Thirty-three (33), Township Eleven (11) North, Range Twenty-two (22) East, City of Port Washington, bounded and described as follows: Commencing at a point in the West line of South Division Street, as presently laid out, which point is 965 feet South of the North line of the NW  $\frac{1}{4}$  of said Section 33, running thence West and parallel to the North line of the NW  $\frac{1}{4}$  of said Section 33, 150 feet to a point; thence Southwest and parallel to the West line of said South Division Street, 50 feet to a point;

thence East and parallel to the North line of the NW  $\frac{1}{4}$  of said Section 33, 150 feet to a point; thence Northeast on and along the West line of said South Division Street 50 feet to the place of commencement.

25. Transmission Line Land: All of Lots Five (5), Six (6), Seven (7), Eight (8), Twenty-two (22), and a portion of Lot Twenty-one (21) bounded and described as follows: Beginning at the southeast corner of Lot Twenty-one (21); thence west along the south line of said Lot Twenty-one (21) a distance of thirty (30) feet; thence northeasterly to a point located on the east line of said Lot Twenty-one (21), said point being fifteen (15) feet north of the southeast corner of Lot Twenty-one (21); thence south on the east line of said Lot Twenty-one (21) to the point of beginning; all of the foregoing being in Block Seven (7) SOUTH ADDITION TO PORT WASHINGTON in the Southwest one-quarter (SW  $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Eleven (11) north, Range Twenty-two (22) east.

Also a transmission line right-of-way running in a northeasterly and southwesterly direction across Lots Twenty-three (23) and Twenty-four (24) in Block Seven (7) SOUTH ADDITION TO PORT WASHINGTON in the Southwest one-quarter (SW  $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Eleven (11) north, Range Twenty-two (22) east.

The property included in this Item 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.

#### RACINE COUNTY

26. Burlington Service Center: Lot Two (2) of Certified Survey Map No. 1014, as recorded in the office of the Register of Deeds for Racine County, in Volume 3, Pages 42 & 43, as Document No. 1107300, being a division of a part of the Northwest quarter (NW  $\frac{1}{4}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) of Section Five (5), Township Two (2) North, Range Nineteen (19) East, more particularly bounded and described as follows: Commencing at the North quarter (N  $\frac{1}{4}$ ) corner of Section Five (5), Township Two (2) North, Range Nineteen (19) East; as recorded in the Racine County Surveyor's Office; thence North eighty-nine degrees thirty-five minutes forty-five seconds West (N.89°35'45"W.) fifteen and ninety-seven hundredths (15.97) feet to the North quarter (N  $\frac{1}{4}$ ) corner of Section Five (5), Township Two (2) North, Range Nineteen (19) East, as located on the Plat of Perkins South Park Addition to the City of Burlington; thence South two degrees ten minutes twenty seconds East (S.02°10'20"E.) three hundred and no hundredths (300.00) feet to a point on the south line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right

of way; thence North eighty-nine degrees three minutes forty seconds East (N.89°03'40"E.) along said south line, fifty and one hundredth (50.01) feet to a one inch iron pipe found on the east line of South Kane Street; thence South two degrees ten minutes twenty seconds East (S.02°10'20"E.) on and along the east line of South Kane Street three hundred sixty and no hundredths (360.00) feet to the point of beginning; thence North eighty-nine degrees three minutes forty seconds East (N.89°03'40"E.) one thousand three hundred forty-six and ninety-six hundredths (1,346.96) feet to a point; thence South thirty-four degrees seven minutes thirty-nine seconds East (S.34°07'39"E.) six hundred fifty-eight and ninety-two hundredths (658.92) feet to a point; thence South eighty-nine degrees six minutes thirty-six seconds West (S.89°06'36"W.) one thousand six hundred ninety-five and eighty-one hundredths (1,695.81) feet [recorded as South eighty-nine degrees three minutes forty seconds West (S.89°03'40"W.) one thousand six hundred ninety-six and sixty-four hundredths (1,696.64) feet] to a point on the east line of South Kane Street; thence North two degrees ten minutes twenty seconds West (N.02°10'20"W.) on and along said east line of South Kane Street five hundred fifty and eleven hundredths (550.11) feet to the point of beginning.

27. Addition to Caledonia Ash Fill Site: That part of the Northeast quarter (NE ¼) of Section One (1), Township Four (4) North, Range Twenty-two (22) East, bounded as follows: Beginning at a point in the center of the highway running through said quarter section in a northeasterly direction, five hundred ninety-three (593) feet south of the northwest corner of said quarter section; running thence northeasterly, in the center of said highway, one hundred thirty and forty-one hundredths (130.41) feet to a point one hundred (100) feet due east of the west line of said quarter section; thence south nine hundred thirteen and five hundredths (913.05) feet; thence west one hundred (100) feet to the west line of said quarter section; thence north eight hundred twenty-nine and thirty-five hundredths (829.35) feet to the place of beginning. Said land being in the Town of Caledonia.

28. Miscellaneous property: That portion of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way located in the South East One-quarter (¼) of Section Twenty-two (22), and the South East One-quarter (¼), the North East One-quarter (¼) and the South West One-quarter (¼) of Section Twenty-three (23), and the North West One-quarter (¼) of Section Twenty-four (24), all located in Township Three (3) North, Range Twenty-two (22) East, bounded on the West by the West line of relocated Willow Road and bounded on the East by the West line of State Highway 31 (Green Bay Road), the center line of said right-of-way is described as follows: Commencing at the West ¼ corner of said Section 23; thence South 64° 21' 32"

West, 1395.592 feet to the point of beginning, said point being located in the center line of the main track and the West line of relocated Willow Road; thence North  $81^{\circ} 38' 43''$  East, 1282.62 feet to a point on the West line of said Section 23, said point being South  $01^{\circ} 29' 21''$  East 417.69 feet from the West  $\frac{1}{4}$  corner of said Section 23, said right-of-way being a strip of land 99 feet wide, 49.5 feet Northerly of said center line and 49.5 feet Southerly of said center line; thence continuing North  $81^{\circ} 38' 43''$  East, 1327.58 feet to a point on the North-South  $\frac{1}{16}$  line of said Section 23, said point being South  $01^{\circ} 37' 12''$  East, 235.91 feet from the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 23, said right-of-way being a strip of land 99 feet wide, 49.5 feet Northerly of said center line and 49.5 feet Southerly of said center line; thence continuing North  $81^{\circ} 38' 43''$  East, 1326.75 feet to a point on the North-South  $\frac{1}{4}$  section line of said Section 23, said point being South  $01^{\circ} 45' 01''$  East 54.22 feet from the center of said Section 23, said right-of-way being a strip of land 115.5 feet wide, 49.5 feet Northerly of said center line and 66 feet Southerly of said center line; thence continuing North  $81^{\circ} 38' 43''$  East 2666.84 feet to a point on the East line of said Section 23, said point being North  $01^{\circ} 45' 43''$  West, 291.10 feet from the East  $\frac{1}{4}$  corner of said Section 23, said right-of-way being a strip of land 115.5 feet wide located in the Southeast  $\frac{1}{4}$  of said Section 23, being 49.5 feet Northerly of said center line and 66 feet Southerly of said center line together with a strip of land 99 feet wide located in the Northeast  $\frac{1}{4}$  of Section 23, being 49.5 feet Northerly of said center line and 49.5 feet Southerly of said center line; thence continuing North  $81^{\circ} 38' 43''$  East, 960 feet more or less to the West line of State Highway 31 (Green Bay Road) and the point of termination, said right-of-way being a strip of land 99 feet wide, 49.5 feet Northerly of said center line and 49.5 feet Southerly of said center line. EXCEPTING THEREFROM land conveyed for streets and/or highway purposes;

Also, that portion of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way located in the North West One-quarter ( $\frac{1}{4}$ ) and the North East One-quarter ( $\frac{1}{4}$ ) of Section Nineteen (19) and the North West One-quarter ( $\frac{1}{4}$ ) of Section Twenty (20), all located in Township Three (3) North, Range Twenty-three (23) East, bounded on the West by the East line of Kentucky Street and bounded on the East by the West line of Deane Boulevard, except that portion of said right-of-way bounded on the West by a line that is perpendicular to the center line of said right-of-way and 550.51 feet West of the West line of West Boulevard, and bounded on the East by the West line of West Boulevard, (end of exception). The center line of said right-of-way is described as follows: Commencing at the West  $\frac{1}{4}$  corner of

Section 23, township 3 North, Range 22 East; thence South  $64^{\circ}21'32''$  West, 1395.592 feet to a point in the center line of the main track and the West line of relocated Willow Road; thence North  $81^{\circ}38'43''$  East, a distance of 13,618 feet, more or less, to the East line of Kentucky Street and the point of beginning; thence continuing North  $81^{\circ}38'43''$  East, a distance of 3,935 feet, more or less, to the West line of Deane Boulevard and the point of termination, said right-of-way being a strip of land 99 feet wide, 49.5 feet Northerly of said center line and 49.5 feet Southerly of said center line, except that portion of said right-of-way bounded on the West by the East line of Kentucky Street and bounded on the East by a line 360 feet West of the North-South  $\frac{1}{4}$  section line of Section 19, said exception being 119 feet wide, 69.5 feet Northerly of said center line and 49.5 feet Southerly of said center line.

#### SHEBOYGAN COUNTY

29. Addition to Haven Power Plant Site: Part of the Southwest quarter (SW  $\frac{1}{4}$ ) of Section Twenty-two (22), Township Sixteen (16) North, Range Twenty-three (23) East, Town of Mosel, bounded and described as follows: Commencing Eight Hundred Seven and one tenth (807.1) feet north of the Southwest corner of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Southwest quarter (SW  $\frac{1}{4}$ ) of Section Twenty-two (22), Town Sixteen (16) North, Range Twenty-three (23) East, thence East One Thousand Three Hundred Twenty-one and six tenths (1,321.6) feet to the east line of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Southwest quarter (SW  $\frac{1}{4}$ ), thence north to the north line of the South one-half (S  $\frac{1}{2}$ ) of the North one-half (N  $\frac{1}{2}$ ) of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Southwest quarter (SW  $\frac{1}{4}$ ), thence west to the west line of Section Twenty-two (22), thence south to the point of beginning, being a part of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Southwest quarter (SW  $\frac{1}{4}$ ) of Section Twenty-two (22), Town Sixteen (16) North, Range Twenty-three (23) East, and containing Five and sixty hundredths (5.60) acres of land, more or less;

Also commencing in the East line of Section 16, Township 16 North, Range 23 East, 736.8 feet north of the south line of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 16, running thence North 280 feet, thence West 200 feet, thence southeasterly to a point 111 feet due west of beginning, thence East 111 feet to the point of beginning, being part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 16 and containing 1 acre of land more or less. EXCEPTING therefrom the following described land which was deeded to the State of Wisconsin Highway Departments. All that part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 16, Township 16 North, Range 23 East that lies east of a line which is 35 feet westerly of and

parallel to a reference line located and described as follows: Commencing at the East  $\frac{1}{4}$  corner of said Section 16, thence South 1 degree 36 minutes East 636.25 feet to the point of beginning, thence continuing South 1 degree 36 minutes East 280 feet to the south line of Grantor's property, said parcel containing .01 acres of land more or less, exclusive of all lands previously acquired or now used for highway purposes.

#### WAUKESHA COUNTY

30. Menomonee Falls Service Center Addition: All of the South 60.00 feet of Certified Survey Map No. 939, recorded as Document No. 728596 in Volume 6 of Certified Survey Maps on page 142, being a part of the Northeast  $\frac{1}{4}$  of Section 3, Township 8 North, Range 20 East, Village of Menomonee Falls;

Also all that part of the Southeast  $\frac{1}{4}$  of said Section 3, bounded and described as follows: Commencing at the center of said Section 3; thence North  $88^{\circ}55'15''$  East, 575.25 feet to the Northeast corner of the Wisconsin Electric Power Company property and the point of beginning of the land hereinafter described; thence continuing North  $88^{\circ}55'15''$  East on and along the South line of Certified Survey Map No. 939, 1013.00 feet to the Southwesterly right-of-way line of U.S.H. "41"; thence South  $60^{\circ}20'45''$  East on and along said right-of-way line of U.S.H. "41", 439.57 feet to the Northwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South  $61^{\circ}10'45''$  West along said railroad right-of-way, 176.45 feet to the P.I. of a curve, Radius 654.57 feet, Tangents 163.20 feet; thence continuing along said railroad right-of-way South  $88^{\circ}23'15''$  West, 1239.39 feet to the Easterly property line of Wisconsin Electric Power Company; thence North  $00^{\circ}14'45''$  West along said property line, 319.15 feet to the point of beginning.

31. Miscellaneous Land: All that part of the Northwest  $\frac{1}{4}$  of Section 23, Town 7 North, Range 19 East, in the Town of Pewaukee, bounded and described as follows: Commencing at a concrete monument with a brass cap at the Northwest corner of said Northwest  $\frac{1}{4}$  section; thence North  $89^{\circ}27'00''$  East, on and along the North line of said Northwest  $\frac{1}{4}$  section 14.36 feet to a point on the relocated centerline of C.T.H. "F", Project No. 2780-1-71,72; thence continuing North  $89^{\circ}27'00''$  East on and along the North line of said Northwest  $\frac{1}{4}$  section, 50.03 feet to a point on the East line of relocated C.T.H. "F" and the point of beginning of this description; thence continuing North  $89^{\circ}27'00''$  East, on and along the North line of said Northwest  $\frac{1}{4}$  Section, 1,258.41 feet to a point in the East line of the West  $\frac{1}{2}$  of said Northwest  $\frac{1}{4}$  section; thence South  $00^{\circ}15'25''$  East, on and along the east line of the West

½ of said Northwest ¼ section, 1,739.97 feet to a point; thence South 89°00'37" West, 1,253.65 feet to a point in the East line of said relocated C.T.H. "F", said point lies 50.00 feet Easterly and at right angles to the said relocated centerline of C.T.H. "F"; thence North 00°03'37" West and parallel to the relocated centerline of C.T.H. "F" and the West line of said Northwest ¼ section, 1,358.89 feet to a point of curvature; thence Northwesterly, 225.78 feet along the arc of a curve, having a radius of 5,779.58 feet, center of which lies to the West and a chord which bears North 01°10'46" West, 225.77 feet to the end of said curve; thence North 02°17'55" West, on and along the East line of said relocated C.T.H. "F", 165.04 feet to the point of beginning. Containing 50.1263 acres more or less.

Also all that part of the Northwest quarter (NW ¼) and Southwest quarter (SW ¼) of Section Twenty-three (23), Township Seven (7) North, Range Nineteen (19) East, in the Town of Pewaukee, bounded and described as follows: Commencing at a concrete monument with a brass cap marking the location of the West quarter (W ¼) corner of said Section Twenty-three (23); thence South no degrees fourteen minutes ten seconds East (S.0°14'10"E.) and along the west line of said Southwest quarter (SW ¼) section, thirty-three and twenty-one hundredths (33.21) feet to the point of intersection with a centerline of Busse Road (as now aligned and established); thence South eighty-eight degrees forty-five minutes thirty-seven seconds East (S.88°45'37"E.) and along the centerline of said Busse Road, seventy-two and eighty-two hundredths (72.82) feet to a point; thence North one degree fourteen minutes twenty-three seconds East (N.1°14'23"E.) and at right angles to said centerline, thirty-three and no hundredths (33.00) feet to a point in the northerly street line of said Busse Road and the place of beginning of lands herein described; thence South eighty-eight degrees forty-five minutes thirty-seven seconds East (S.88°45'37"E.) and along the north line of said street, forty-nine and twenty-two hundredths (49.22) feet to a point of curvature; thence southeasterly five hundred sixty-five and fifty-four hundredths (565.54) feet along said northerly street line and the arc of a curve, whose center lies to the southwest, whose radius is four hundred ninety-one and thirty-seven hundredths (491.37) feet, whose central angle is sixty-five degrees fifty-six minutes thirty-seven seconds (65°56'37"), and whose chord bears South fifty-five degrees forty-seven minutes eighteen and five tenths seconds East (S.55°47'18.5"E.), five hundred thirty-four and eighty-three hundredths (534.83) feet to a point of tangency; thence South twenty-two degrees forty-nine minutes no seconds East (S.22°49'00"E.) and along said northerly street line, two hundred twenty-three and twenty-six hundredths (223.26) feet to a point of curvature; thence

southeasterly two hundred ninety-two and no hundredths (292.00) feet along said northerly street line and the arc of a curve, whose center lies to the northeast, and whose radius is seven hundred thirty and ninety-four hundredths (730.94) feet, whose central angle is twenty-two degrees fifty-three minutes twenty-one seconds ( $22^{\circ}53'21''$ ) and whose chord bears South thirty-four degrees fifteen minutes forty and five tenths seconds East ( $S.34^{\circ}15'40.5''E.$ ), two hundred ninety and seven hundredths (290.07) feet to a point of tangency; thence South forty-five degrees forty-two minutes twenty-one seconds East ( $S.45^{\circ}42'21''E.$ ) and along said northerly street line, seven hundred thirty and fifty-four hundredths (730.54) feet to a point in the east line of the West half ( $W \frac{1}{2}$ ) of the said Southwest quarter ( $SW \frac{1}{4}$ ) section; thence North no degrees sixteen minutes twenty-three seconds West ( $N.0^{\circ}16'23''W.$ ) and along the east line of the West half ( $W \frac{1}{2}$ ) of the said Southwest quarter ( $SW \frac{1}{4}$ ) section, one thousand two hundred eighty-two and twenty-five hundredths (1282.25) feet to a point in the south line of the said Northwest quarter ( $NW \frac{1}{4}$ ) section; thence North no degrees fifteen minutes twenty-five seconds West ( $N.0^{\circ}15'25''W.$ ) and along the east line of the West half ( $W \frac{1}{2}$ ) of the said Northwest quarter ( $NW \frac{1}{4}$ ) section nine hundred six and ninety-eight hundredths (906.98) feet to a point; thence South eighty-nine degrees no minutes thirty-seven seconds West ( $S.89^{\circ}00'37''W.$ ), one thousand two hundred fifty-three and sixty-five hundredths (1253.65) feet to a point in the east line of Pewaukee Road (C.T.H. "F"), as now located per project No. 2780-1-71, 72; thence South no degrees three minutes thirty-seven seconds East ( $S.0^{\circ}03'37''E.$ ) and along the east line of said Pewaukee Road, one hundred nineteen and fifty hundredths (119.50) feet to a point of curvature; thence southwesterly two hundred seventy-three and eleven hundredths (273.11) feet along the east line of said Pewaukee Road and the arc of a curve, whose center lies to the northwest, whose radius is five thousand seven hundred seventy-nine and fifty-eight hundredths (5779.58) feet, whose central angle is two degrees forty-two minutes twenty-seven seconds ( $2^{\circ}42'27''$ ), and whose chord bears South one degree seventeen minutes thirty-six and five tenths seconds West ( $S.1^{\circ}17'36.5''W.$ ) two hundred seventy-three and nine hundredths (273.09) feet to a point of tangency; thence South two degrees thirty-eight minutes fifty seconds West ( $S.2^{\circ}38'50''W.$ ) and along the east line of the said Pewaukee Road, four hundred ten and ninety-five hundredths (410.95) feet to a point of curvature; thence southwesterly sixty-three and eighty hundredths (63.80) feet along the east line of said Pewaukee Road and the arc of a curve, whose center lies to the southeast, whose radius is five thousand six hundred seventy-nine and fifty-eight hundredths (5679.58) feet, whose central angle is no degrees thirty-eight minutes thirty-seven seconds ( $0^{\circ}38'37''$ ), and whose chord bears

South two degrees nineteen minutes thirty-one and five tenths seconds West (S.2°19'31.5"W.) sixty-three and eighty hundredths (63.80) feet to a point; thence South thirty-one degrees fifty-five minutes fifty-nine seconds East (S.31°55'59"E.) and along the east line of said Pewaukee Road, fifty-one and three hundredths (51.03) feet to a point in the northerly street line of said Busse Road (as now aligned and established), and the place of beginning of this description.

Excepting therefrom all those lands and parcels as contained in the Certified Survey Maps recorded in the office of the Register of Deeds for Waukesha County as Certified Survey Map No. 3855 recorded in Volume 29 of Certified Survey Maps, on Pages 432, 433 and 434, as Document No. 1129744, and Certified Survey Map No. 3936 recorded in Volume 30 of Certified Survey Maps, on Pages 246, 247 and 248, as Document No. 1144988, and Certified Survey Map No. 4014 recorded in Volume 31 of Certified Survey Maps, on Pages 166, 167 and 168, as Document No. 1155960, and Certified Survey Map No. 4380 recorded in Volume 35 of Certified Survey Maps, on pages 27, 28 and 29, as Document No. 1224570, and Certified Survey Map No. 4381 recorded in Volume 35 of Certified Survey Maps, on Pages 30, 31 and 32, as Document No. 1224571.

Also that part of the Southeast  $\frac{1}{4}$  of Section 23, Township 7 North, Range 19 East, Town of Pewaukee (now known as City of Pewaukee), bounded and described as follows: Commencing at the southeast corner of the Southeast  $\frac{1}{4}$  of Section 23; thence South 89 degrees 51 minutes 23 seconds West along the south line of said Southeast  $\frac{1}{4}$  623.81 feet; thence North 10 degrees 18 minutes 29 seconds East 892.21 feet; thence North 88 degrees 19 minutes 10 seconds West 121.37 feet to the southeast corner of the lands of said parties of the first part, said point being the place of beginning of the lands herein to be described; thence North 10 degrees 18 minutes 29 seconds East along the east line of the property of said parties of the first part and the west line of S.T.H. "164", 694.7 feet, more or less, to an angle point on the west line of S.T.H. "164"; thence North 79 degrees 41 minutes 31 seconds West 75.00 feet; thence South 27 degrees 00 minutes 00 seconds West 140.00 feet; thence South 10 degrees 18 minutes 29 seconds West 78.00 feet; thence North 88 degrees 19 minutes 10 seconds West parallel to the south line of the property of said parties of the first part 450 feet, more or less; to an existing fence; thence southerly along said fence 277 feet, more or less; thence North 88 degrees 19 minutes 10 seconds West parallel to the south line of the property of said parties of the first part

382 feet, more or less, to a point on the east line of the G.E. Graf property; thence South 00 degrees 14 minutes 50 seconds West along the east line of the Graf property 218.00 feet to the south line of the property of said parties of the first part; thence South 88 degrees 19 minutes 10 seconds East along the south line of the property of said parties of the first part 882.2 feet, more or less, to the place of beginning. Containing approximately 8.50 acres of land, together with the southerly access to S.T.H. "164" as permitted to the lands of Grantors under a deed to Waukesha County recorded in the office of the Register of Deeds in Volume 1186, on Pages 571 and 572, as Document No. 757556. This property is also described as Parcel A of Certified Survey Map No. 3347, being a part of the Southeast  $\frac{1}{4}$  of Section 23, Township 7 North, Range 19 East, in the City of Pewaukee (formerly Town of Pewaukee), and recorded on July 24, 1978 in Volume 25 of Certified Survey Maps, on Pages 180 through 182, inclusive, as Document No. 1057916.

Also all that certain piece, parcel or lot of land known and being a part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 23, Township 7 North, Range 19 East, bounded and described as follows, to-wit: Beginning at a post in the center of the public highway known as the Milwaukee and Watertown Plank Road (now C.T.H. "M") on the east side of a "Culvert"; thence South 55 $\frac{1}{2}$  degrees East along the said highway, 7 chains and 50 links to a point; thence South 6 chains and 44 links to a post; thence North 55 $\frac{1}{2}$  degrees West 7 chains and 50 links to a post; thence North 6 chains and 44 links to the place of beginning; subject to C.T.H. "M" on the north.

Also that part of the Northeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 23, Township 7 North, Range 19 East, Town of Pewaukee City/Pewaukee, bounded and described as follows: Commencing at the northeast corner of the Northeast  $\frac{1}{4}$  of Section 23; thence South 0 degrees 02 minutes 25 seconds East, along the east line of said Northeast  $\frac{1}{4}$ , 969.26 feet; thence North 57 degrees 09 minutes 03 seconds West, along the center line of C.T.H. "M", 564.91 feet to the place of beginning of the lands herein to be described; thence South 32 degrees 50 minutes 57 seconds West, 50.00 feet; thence South 57 degrees 09 minutes 03 seconds East, 108.33 feet; thence South 0 degrees 02 minutes 25 seconds East, 338.08 feet; thence South 58 degrees 22 minutes 58 seconds East, 285.05 feet; thence southerly along the west right of way line of S.T.H. "164", 301.85 feet along the arc of a curve of radius 11,349.16 feet, center lies to the west, chord bears South 2 degrees 08 minutes 14 seconds West, 301.84 feet; thence South 14 degrees 57 minutes 54 seconds West, along

said west line 252.06 feet; thence southerly along said west line 443.72 feet along the arc of a curve of radius 11,299.16 feet, center lies to the west, chord bears South 5 degrees 16 minutes 27 seconds West, 443.69 feet; thence South 89 degrees 00 minutes 38 seconds West, 300.00 feet; thence South 0 degrees 02 minutes 25 seconds East, 418.93 feet to a point in the south line of said Northeast  $\frac{1}{4}$ ; thence South 89 degrees 00 minutes 38 seconds West, along said south line 744.00 feet; thence North 0 degrees 05 minutes 14 seconds West, 2565.99 feet to a point in the center of C.T.H. "M"; thence South 57 degrees 09 minutes 03 seconds East, along said center line 182.82 feet; thence South 0 degrees 02 minutes 25 seconds East, 425.04 feet; thence South 57 degrees 09 minutes 03 seconds East, 495.00 feet; thence North 0 degrees 02 minutes 25 seconds West, 425.04 feet to a point in the center of C.T.H. "M"; thence South 57 degrees 09 minutes 03 seconds East, 343.14 feet to the place of beginning, containing 46.55845 acres of land;

Also all that part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 23, Township 7 North, Range 19 East, Town of Pewaukee/Pewaukee City, bounded and described as follows: Commencing at the southeast corner of the Northeast  $\frac{1}{4}$ , of Section 23, thence South 89 degrees 00 minutes 38 seconds West, along the south line of said Northeast  $\frac{1}{4}$ , 280.31 feet to the place of beginning of the lands herein to be described; thence South 89 degrees 00 minutes 38 seconds West, along said south line 305.45 feet; thence North 0 degrees 02 minutes 25 seconds West, 418.93 feet; thence North 89 degrees 00 minutes 38 seconds East, 300.00 feet to a point on the west line of S.T.H. "164"; thence South 4 degrees 17 minutes 11 seconds East, along said west line 302.60 feet; thence southerly along said west line, 118.29 feet along the arc of a curve of radius 11,359.16 feet, center lies to the west, chord bears South 8 degrees 11 minutes 51 seconds West, 118.29 feet to the place of beginning, containing 3.00012 acres of land;

Also all that part of the Southwest  $\frac{1}{4}$  of Section 14, Township 7 North, Range 19 East, Town of Pewaukee/Pewaukee City, bounded and described as follows: Commencing at the southwest corner of the Southwest  $\frac{1}{4}$  of Section 14; thence North 89 degrees 45 minutes 57 seconds East along the south line of said Southwest  $\frac{1}{4}$  1322.888 feet to the place of beginning of the lands herein to be described: Thence North 89 degrees 45 minutes 57 seconds East along said south line 504.488 feet; thence North 0 degrees 07 minutes 56 seconds East 1298.396 feet to a point on the south line of CTH "M" (formerly CTH "SS"); thence North 56 degrees 19 minutes 03 seconds West along said south line of CTH "M", 605.323 feet; thence South 0 degrees 07 minutes 56 seconds West 1636.166 feet to the place of beginning, containing 16.9929 acres of land.

32. Wanaki Substation Site: All that part of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Eight (8) North, Range Twenty (20) East, Village of Menomonee Falls, bounded and described as follows: Commencing at the southwest corner of said Southeast quarter (SE  $\frac{1}{4}$ ); thence North no degrees nineteen minutes fifty-five seconds West (N.0°19'55"W.) along the west line of said Southeast quarter (SE  $\frac{1}{4}$ ) sixty and four thousandths (60.004) feet to the north right of way line of West Silver Spring Road (C.T.H. "VV"), the place of beginning of the lands hereinafter described; thence continuing North no degrees nineteen minutes fifty-five seconds West (N.0°19'55"W.) along the west line of said Southeast quarter (SE  $\frac{1}{4}$ ), two thousand five hundred seventy-eight and seven hundred eighty-one thousandths (2578.781) feet to the northwest corner of said Southeast quarter (SE  $\frac{1}{4}$ ); thence North eighty-eight degrees thirty-three minutes forty-six seconds East (N.88°33'46"E.) along the north line of said Southeast quarter (SE  $\frac{1}{4}$ ), six hundred sixty-one and eight hundred sixty thousandths (661.860) feet to the east line of the West half (W  $\frac{1}{2}$ ) of the West half (W  $\frac{1}{2}$ ) of said Southeast quarter (SE  $\frac{1}{4}$ ); thence South no degrees twenty-five minutes fifteen seconds East (S.0°25'15"E.) along the east line of the West half (W  $\frac{1}{2}$ ) of the West half (W  $\frac{1}{2}$ ) of said Southeast quarter (SE  $\frac{1}{4}$ ), two thousand five hundred ninety-three and five hundred eleven thousandths (2593.511) feet to the north right of way line of the aforesaid West Silver Spring Road; thence South eighty-eight degrees fifty-eight minutes thirty-four seconds West (S.88°58'34"W.) along said right of way line one hundred thirty-six and one hundred fifty nine thousandths (136.159) feet; thence north one degree one minute twenty-six seconds West (N.1°01'26"W.), two hundred fourteen and no thousandths (214.000) feet; thence South eighty-eight degrees fifty-eight minutes thirty-four seconds West (S.88°58'34"W.), two hundred eighty-eight and seven hundred fifty thousandths (288.750) feet; thence South one degree one minute twenty-six seconds East (S.1°01'26"E.), two hundred four and no thousandths (204.000) feet to said north right of way line; thence South eighty-eight degrees fifty-eight minutes thirty-four seconds West (S.88°58'34"W.), along said right of way line two hundred forty and seven hundred seventy-five thousandths (240.775) feet to the place of beginning.

#### MICHIGAN

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

## DICKINSON COUNTY

1. Transmission Line Land: Lot Nine (9), Plate of Riverview, being a subdivision of a part of Government Lot Three (3), Section Three (3), Township Thirty-nine (39) North, Range Thirty (30) West, Township of Breitung.

## IRON COUNTY

2. Land Adjoining Hemlock Falls Hydro Plant Property: The North Half of the Southeast Quarter (N  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ) and Government Lot Two (2), Section Seven (7), Township 43 North, Range 31 West, in the Township of Mansfield.

3. Land Adjoining Michigamme Reservoir: All that part of the following described property lying east of Ellenwood Lane, a parcel of land in Section Twenty-six (26), Township Forty-four (44) North, Range Thirty-one (31) West, Mansfield Township, described as follows: Beginning at the intersection of the North line of the Southeast Quarter of the Southeast Quarter (SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ) and the East shoreline of Lake Ellen; East 1000 feet; South 150 feet West to a point on the East shoreline of Lake Ellen; thence northerly along the shoreline of Lake Ellen to the point of the beginning of this description.

4. Transmission Line Land: The West half (W  $\frac{1}{2}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) and the Northwest quarter (NW  $\frac{1}{4}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ), both in Section Twelve (12), Township Forty-two (42) North, Range Thirty-five (35) West, M.P.M., Township of Stambaugh, EXCEPTING all that part of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) of said Section Twelve (12) lying within the triangle formed by the right of way of the Chicago and North Western Transportation Company. ALSO SUBJECT to the rights of the Chicago and North Western transportation Company as set forth under deeds recorded in Liber H of Deeds, on Pages 296 and 297, inclusive, Liber V of Deeds, Pages 82 through 85, inclusive, and Liber V of Deeds, Pages 226 through 229, inclusive. ALSO EXCEPT that part bounded and described as follows: Beginning at the point of intersection of the east line of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Section 12 with the south line of County Road "424"; thence south upon and along the east line of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 12, 2,000 feet to a point; thence due west 30 feet to a point; thence north and parallel with the east line of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 12 to a point in the south line of County Road "424"; thence southeasterly upon and along the southerly line of County Road "424" to the point of beginning.

## MARQUETTE COUNTY

5. Greenstone Distribution Center: A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  x SW  $\frac{1}{4}$ ) and the Northwest Quarter of the Southeast Quarter (NW  $\frac{1}{4}$  x SE  $\frac{1}{4}$ ) of Section Two (2), Township 47 North, Range 29 West, Township of Humboldt, described as follows: Beginning at a point where the westerly Right-of-Way Line of the existing County Road intersects the Southerly Right-of-Way Line of the Soo Line Railroad both as presently located, which point is marked by a capped iron bar that is 650.5 feet South and 2755.6 feet East of the West One-Quarter Corner of Section 2, T47N-R29W; thence running south  $18^{\circ}25'50''$  East along the westerly Right-of-Way Line of existing County Road for a distance of 79.61 feet to the Point of Curve of a 1310.04 foot radius curve concave to the right; thence running in a Southerly direction along the arc of said curve for a distance of 160.39 feet (Long chord bears South  $14^{\circ}55'24''$  East, 160.29 feet) to an iron bar; thence running North  $69^{\circ}54'30''$  West and parallel to the centerline of U.S. Highway No. "41" for a distance of 300.00 feet to an iron bar; thence running North  $20^{\circ}05'30''$  East for a distance of 223.93 feet to an iron bar located on the Southerly Right-of-Way Line of the Soo Line Railroad; thence running south  $59^{\circ}03'10''$  East along the Southerly Right-of-Way Line of the Soo Line Railroad for a distance of 161.33 feet to the Point of Beginning. Parcel contains 1.0857 acres.

## ONTONAGON COUNTY

6. Bruce Crossing Garage Site: A parcel of land located in the Southwest quarter (SW  $\frac{1}{4}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty-two (22), Township Forty-eight (48) North, Range Thirty-nine (39) West, M.P.M., Township of Standard, more particularly described as follows: Commencing at the West quarter (W  $\frac{1}{4}$ ) corner of Section Twenty-two (22), Township Forty-eight (48) North, Range Thirty-nine (39) West [southwest corner of the Southwest quarter (SW  $\frac{1}{4}$ ) of the Northwest quarter (NW  $\frac{1}{4}$ )]; thence running North eighty-eight degrees forty-four minutes thirty seconds East (N. $88^{\circ}44'30''$ E.) for a distance of seventy-five and no hundredths (75.00) feet to a concrete monument located on the east right of way line of U.S. Highway No. 45 and the point of beginning of the parcel to be described; thence running North no degrees fifty minutes West (N. $00^{\circ}50'$ W.) along the east right of way line of U.S. Highway No. 45 for a distance of four hundred seventy-five and no hundredths (475.00) feet to a concrete monument; thence running North eighty-eight degrees forty-four minutes thirty seconds East (N. $88^{\circ}44'30''$ E.) for a distance of six hundred forty-five and fifty hundredths (645.50) feet to a

concrete monument; thence running south no degrees fifty minutes East (S.00°50'E.) for a distance of four hundred seventy-five and no hundredths (475.00) feet to a concrete monument; thence running south eighty-eight degrees forty-four minutes thirty seconds West (S.88°44'30"W.) along the south line of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section Twenty-two (22) for a distance of six hundred forty-five and fifty hundredths (645.50) feet to the point of beginning. Parcel contains 7.038 acres;

Also parcel of land located in the Southwest ¼ of the Southeast ¼ of Section 22, Township 48 North, Range 39 West, M.P.M., Township of Stannard, more particularly described by metes and bounds as follows: Commencing at the southwest corner of Section 22, Township 48 North, Range 39 West; thence running North 89 degrees 46 minutes 35 seconds East along the centerline of Highway M-28 as presently located for a distance of 2,642.92 feet; thence running North no degrees 30 minutes 45 seconds East for a distance of 75.0 feet to a capped iron bar on the north right of way line of Highway M-28 and the point of beginning of the parcel to be described; thence running North 89 degrees 46 minutes 35 seconds East along the north right of way line of Highway M-28 for a distance of 390.00 feet to a capped iron bar; thence running North no degrees 13 minutes 25 seconds West for a distance of 594.75 feet to a capped iron bar located on the southerly right of way line of the Duluth South Shore and Atlantic Railroad; thence running South 81 degrees 43 minutes West along said right of way line a distance of 386.87 feet to a capped iron bar; thence running South no degrees 30 minutes 45 seconds West along an existing ancient fence line for a distance of 540.60 feet to the point of beginning, together with any and all rights to the land south of and abutting the above described premises all being in Section 22 and presently being used as Highway M-28.

**WISCONSIN ELECTRIC POWER COMPANY**  
 Data Relative to Recording and Filing of  
 Twenty-Third Supplemental Indenture  
 Dated as of September 15, 1985

This Twenty-Third Supplemental Indenture dated as of September 15, 1985  
 was recorded in the offices of the Registers of Deeds for the Counties  
 listed below in the States of Wisconsin and Michigan, as follows:

**WISCONSIN**

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Reel or Volume</u>	<u>Image or Page</u>	<u>Document Number</u>
Brown .....	Sept. 20, 1985	10:50 A	{ 9403 9404	{ 32 01	1059831
Calumet .....	Sept. 20, 1985	10:30 A	{ 657 658	{ 18 01	179369
Dane .....	Sept. 20, 1985	11:37 A	7288	24	1900596
Dodge .....	Sept. 20, 1985	11:15 A	605	865	680689
Florence .....	Sept. 20, 1985	8:30 A	84	641	226400
Fond du Lac .....	Sept. 20, 1985	1:10 P	904	542	414921
Forest .....	Sept. 20, 1985	10:00 A	52	767	128886
Jefferson .....	Sept. 20, 1985	10:15 A	665	01	810117
Kenosha .....	Sept. 20, 1985	9:00 A	1199	803	741769
Manitowoc .....	Sept. 20, 1985	11:31 A	754	386	606620
Marinette .....	Sept. 20, 1985	10:08 A	{ 1894 1895 1896	{ 40 01 01	452467
Milwaukee .....	Sept. 20, 1985	11:20 A	1796	1230	5847004
Oconto .....	Sept. 20, 1985	9:00 A	529	897	352307
Outagamie .....	Sept. 20, 1985	2:30 P	{ 5709 5710	{ 27 01	870930
Ozaukee .....	Sept. 20, 1985	9:10 A	536	267	363820
Portage .....	Sept. 20, 1985	9:00 A	466	924	386554
Racine .....	Sept. 20, 1985	9:55 A	1767	846	1177610
Rock .....	Sept. 20, 1985	9:15 A	223	300	1011841
Shawano .....	Sept. 20, 1985	8:00 A	614	41	402104
Sheboygan .....	Sept. 20, 1985	11:58 A	992	298	1120557
Vilas .....	Sept. 20, 1985	9:55 A	468	565	229398
Walworth .....	Sept. 20, 1985	8:15 A	352	298	119825
Washington .....	Sept. 20, 1985	10:00 A	868	536	483258
Waukesha .....	Sept. 20, 1985	8:59 A	701	003	1312955
Waupaca .....	Sept. 20, 1985	8:00 A	611	848	433106
Waushara .....	Sept. 20, 1985	10:10 A	339	505	274544
Winnebago .....	Sept. 20, 1985	11:26 A	—	—	638266
Wood .....	Sept. 20, 1985	10:29 A	496	115	649071

## MICHIGAN

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Reel, Volume or Liber</u>	<u>Image or Page</u>	<u>Document Number</u>
*Alger .....	Sept. 20, 1985	10:30 A	72	1	—
*Baraga .....	Sept. 20, 1985	10:30 A	24	553	—
*Delta .....	Sept. 20, 1985	9:00 A	240	585	—
Dickinson .....	Sept. 20, 1985	10:03 A	148	01	806
Gogebic .....	Sept. 20, 1985	9:00 A	110	296	62244
*Houghton .....	Sept. 20, 1985	10:30 A	86	709	—
Iron .....	Sept. 20, 1985	8:15 A	130	351	—
*Marquette .....	Sept. 20, 1985	9:23 A	378	476	—
Menominee .....	Sept. 20, 1985	10:01 A	275	66	1325
*Ontonagon .....	Sept. 20, 1985	10:00 A	58	628	—
*Schoolcraft .....	Sept. 20, 1985	11:00 A	68	261	—

In order to comply with the Michigan Statutes, as amended, relative to making effective mortgage liens on personal property located in the State of Michigan, the Twenty-Third Supplemental Indenture dated as of September 15, 1985 was filed with the Secretary of State of the State of Michigan in Lansing, Ingham County, on September 20, 1985, at 3:18 p.m. Eastern Daylight Time as file number 69471A.

\* Eastern Daylight Time was in effect for these seven counties and Ingham County on September 20, 1985. All other listed counties in Wisconsin and Michigan were on Central Daylight Time.