VOL 633 PAGE 710

Tract No. 5

Form 595-A—11-57—2000
C/L Description — Towers & Wires

FOR AND IN CONSIDERATION of the sum of One Thousand Two Hundred and No/100 Dollars ($1,200.00), to us in hand paid, the receipt whereof is hereby acknowledged, the undersigned grantors, John A. Nygren and Bridget Nygren, his wife,

owners, and

mortgagee, do hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY,

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to construct, maintain, operate, and replace Two (2) transmission line structures of such material as said grantee may select, together with the necessary footings and underground accessories, in such locations as may be from time to time selected by said grantee upon, along, over and across the hereinafter described strip of land seventy (70) feet in width, being a part of the premises of the undersigned in the Southeast one-quarter (SE¼) of the Southeast one-quarter (SE¼)

of Section numbered Two (2), Township numbered Four (4) North, Range numbered Twenty-two (22) East Town of Celedonia, Racine County, Wisconsin, the center line of said strip of land being described as follows:

Commencing at a point in the north line of said Southeast one-quarter (SE¼) of the Southeast one-quarter (SE¼) of Section numbered Two (2), (which is also the north line of the premises of the undersigned), which point is six hundred seventy-three and five-tenths (673.5) feet west of the east line of said Southeast one-quarter (SE¼); thence South one degree twenty minutes West (S.01°20'W.) one thousand one hundred thirty (1130) feet to a point; thence south to a point on the south line of said Southeast one-quarter (SE¼), which point is six hundred fifty-six (656) feet west of the southeast corner of said Southeast one-quarter (SE¼) of Section numbered Two (2).

The right, permission and authority is also granted to said grantee to string, operate, maintain, and replace wires and cables on said transmission line structures, supported by the necessary crossarms and appliances, over a strip of land ninety (90) feet in width, being forty-five (45) feet in width on either side of said above-described center line, for the purpose of transmitting electrical energy. Said wires and cables shall be strung not less than thirty (30) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to said grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on a strip of land one hundred twenty-five (125) feet in width, being sixty-two and one-half (62½) feet in width on either side of said above-described center line, and to cut down and remove or trim such trees now or hereafter existing on the premises of the undersigned located outside of said one hundred twenty-five (125) foot strip of land which by falling might interfere with or endanger said electric line.

The undersigned covenant and agree that no structure will be erected, or hay, grain, or straw stack, or other inflammable material placed, or trees planted on said one hundred twenty-five (125) foot strip of land.

Said grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of erecting, patrolling, maintaining and replacing said line, and the trimming or removal of trees, but payment shall be made by it for damage to crops, fences or livestock.

This agreement shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF we have hereunto set our hand s and seal s this 15th day of December, 19 58

In Presence of:

Ralph A. Koppen — John A. Nygren (SEAL)

Walter C. Fergande — Bridget Nygren (SEAL)

(SEAL)

THIS INSTRUMENT WAS DRAFTED BY FREDERICK W. ... ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

(SEAL)

Over

Doc. No. 553659

Tract No. 5

REGISTER'S OFFICE,
State of Wisconsin,
County.
Received for Record this day of
A. D., 19..
at o'clock M., and recorded in
Vol. of Deeds on page.
Register of Deeds

Return to E. D. MISHELOW
Real Estate Dept. 231 W. Michigan St.
MILWAUKEE 1, WIS.

WISCONSIN ELECTRIC POWER COMPANY

TO

WISCONSIN ELECTRIC POWER COMPANY

EASEMENT

Transmission Line Right of Way Over Premises Located in the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Two (2), Township Four (4) North, Range Twenty-two (22) East, Town of Celedonia, Racine County, Wisconsin.

Tract No. 5 Section

Draft No. 2247

100 E—32th
Chk Acct. 100-1707

STATE OF WISCONSIN } ss.
County }

Personally came before me this day of 19..
the above named John A. Nygren and Bridget Nygren his wife
to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Notary Public, County, Wis.
My Commission expires May 21, 1961

STATE OF WISCONSIN } ss.
Racine County }

Personally came before me this 15th day of December 1958
the above named John A. Nygren and Bridget Nygren his wife
to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Notary Public, County, Wis.
My Commission expires

The said owner s for themselves, their heirs, executors and administrators, do covenant and agree to and with the said grantee, or its assigns, that at the time of the ensealing and delivery of this easement they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except mortgage liens of record, and will forever warrant and defend the said easement against all and every person or persons lawfully claiming the whole or any part thereof.

Tr. 5 John Nygren & Bridget Nyg — John A. Nygren

W.E.P.Co.

VOL 633 PAGE 711

The said owner s for themselves, their heirs, executors and administrators, do covenant and agree to and with the said grantee, or its assigns, that at the time of the ensealing and delivery of this easement they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, ~~except mortgage liens of record~~, and will forever warrant and defend the said easement against all and every person or persons lawfully claiming the whole or any part thereof.

Tr. 5 John A. Nygren and Bridget Nygren J.A.N. B.N.

W.E.P.Co.

Tract No. 5

Form 595-A—11-57—2000
C/L Description — Towers & Wires

FOR AND IN CONSIDERATION of the sum of One Thousand Two Hundred Dollars ($1200.00), to us in hand paid, the receipt whereof is hereby acknowledged, the undersigned grantors, John A. Nygren and Bridget Nygren, his wife,

owners, and

mortgagee, do hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY,

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to construct, maintain, operate, and replace Two (2) transmission line structures of such material as said grantee may select, together with the necessary footings and underground accessories, in such locations as may be from time to time selected by said grantee upon, along, over and across the hereinafter described strip of land Seventy (70) feet in width, being a part of the premises of the undersigned in the Southeast One Quarter (SE¼) of the Southeast One Quarter (SE¼)

of Section numbered Two (2), Township numbered Four (4) North, Range numbered Twenty Two (22) East, Town of Caledonia, Racine County, Wisconsin, the center line of said strip of land being described as follows:

(Center line description is to be obtained by Survey and same to be stated in this space)

Towers are to be located so as to straddle drainage ditch on premises of undersigned

The right, permission and authority is also granted to said grantee to string, operate, maintain, and replace wires and cables on said transmission line structures, supported by the necessary crossarms and appliances, over a strip of land ninety (90) feet in width, being forty-five (45) feet in width on either side of said above-described center line, for the purpose of transmitting electrical energy. Said wires and cables shall be strung not less than thirty (30) feet above the presently existing ground level at all points.

The right, permission and authority is also granted to said grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on a strip of land one hundred twenty-five (125) feet in width, being sixty-two and one-half (62½) feet in width on either side of said above-described center line, and to cut down and remove or trim such trees now or hereafter existing on the premises of the undersigned located outside of said one hundred twenty-five (125) foot strip of land which by falling might interfere with or endanger said electric line.

The undersigned covenant and agree that no structure will be erected, or hay, grain, or straw stack, or other inflammable material placed, or trees planted on said one hundred twenty five (125) foot strip of land.

Said grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of erecting, patrolling, maintaining and replacing said line, and the trimming or removal of trees, but payment shall be made by it for damage to crops, fences or livestock.

This agreement shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF have hereunto set hand and seal this day of 19

In Presence of:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Over

THIS INSTRUMENT WAS DRAFTED BY WALTER C. FERGANDE ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

T. #5 R.A.K.

Option Form — Transmission Lines

FOR AND IN CONSIDERATION of the sum of One Hundred and 00/100 Dollars ($100.00), the receipt whereof is hereby acknowledged, John A. Nygren and Bridget Nygren, his wife

do hereby agree, at the option of **WISCONSIN ELECTRIC POWER COMPANY,** a Wisconsin corporation, within one hundred fifty (150) days hereof, to grant to said **WISCONSIN ELECTRIC POWER COMPANY,** an easement free from mortgages, for the construction, maintenance and operation of an electric transmission line upon, over and across the lands owned by Himself/Herself in SE¼ of SE¼ of Sec. 2 T4N, R22E; Tot Caledonia, Racine County, Wisconsin.

The undersigned further agree that the location of said easement and the nature and extent thereof shall be in conformity with the form of easement attached hereto and made a part hereof.

Upon the further payment of One Thousand One Hundred Dollars ($1100.00), the undersigned agree to execute said easement as hereinbefore provided for.

Dated this 24th day of September, 1958

In Presence of:

Ralph A. Koppen — John A. Nygren (SEAL)

Walter C. Fergande — Bridget Nygren (SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN } ss.
County }

Personally came before me this day of 19..
the above named
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, County, Wis.
My Commission expires

STATE OF WISCONSIN } ss.
County }

Personally came before me this day of 19..
the above named
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, County, Wis.
My Commission expires

THIS INSTRUMENT WAS DRAFTED BY WALTER C. FERGANDE ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

Tract No. 5
Draft No. 627

Form 595.7—12-58—1000
Receipt

, 19 61

Received from WISCONSIN ELECTRIC POWER COMPANY the sum of Ninety-five and 00/100 Dollars ($95.00), and in consideration therefore John Nygren and Bridget Nygren do hereby release and forever discharge the said Wisconsin Electric Power Company, its agents, successors and assigns, from any and all claims whatsoever which may have been incurred up to the present date, as a result of the construction and location of an electric transmission line and related facilities upon the premises of the undersigned (and its lessee) in the (SE¼) of Section numbered (2), Township numbered (4) North, Range numbered (22) East, Town of Caledonia, Racine County, Wisconsin.

IN WITNESS WHEREOF we have hereunto set our hand s and seal s this 7th day of September, 19 61

WITNESS:

John Nygren (SEAL)

Bridget Nygren (SEAL)

KNIGHT-BARRY ABSTRACT COMPANY
GLENN J. PATRICK - WALLACE E. PATRICK
AUTHORIZED RACINE COUNTY REPRESENTATIVES

CONDITIONS AND STIPULATIONS

1. If any payment is claimed to be made under this policy, or any action is asserted against the assured, adverse to the title to the estate or interest or the lien of the mortgage insured hereby, as insured, or in case knowledge shall come to the assured of any defect in the title or mortgage insured hereby, or any matter which may prove an incumbrance or charge against the title to the estate or interest or the mortgage insured hereby, then prompt notice thereof in writing shall be given to the Company by the assured. If such notice to the Company is required by any policy issued to a purchaser of the estate or interest in stages, then notice must be given by the assured under each policy. Failure to notify the Company as herein provided shall relieve the Company from liability for loss or damage suffered by the assured solely by reason of the failure to notify the Company, and only to the extent of such prejudice, but failure to notify shall in no case relieve the Company from liability under this policy for loss or damage to the assured from any other cause.

2. In case any such claim is asserted, or suit or other proceeding is instituted against the assured, or in case it shall be necessary to protect the title to the estate or interest or the lien of the mortgage insured hereby, the assured shall promptly deliver to the Company all papers and shall furnish to the Company all evidence and information in the possession of the assured that may be necessary or reasonably required by the Company for the defense of any such action or proceeding, and shall cooperate with the Company in the defense of any such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, and shall give such assistance in effecting settlements as may be reasonably required by the Company.

3. If the assured in any such action or proceeding shall in good faith tender the defense thereof to the Company, and shall comply with the foregoing conditions, and if the Company shall elect not to defend such action or proceeding, or, having undertaken the defense, shall fail to prosecute the same with reasonable diligence after tender by the assured, all liability of the Company under this policy shall cease and terminate, and the Company shall have no further obligation to the assured in connection with such action or proceeding. If the Company shall undertake the defense of any such action or proceeding, it shall be conclusive duty of the assured and the Company to use every reasonable effort to expedite the final determination of such action or proceeding, and the assured shall not by any act, delay, settlement or omission prejudice the rights of the Company in connection therewith. The Company shall have the right to prosecute any appeal in the name of the assured, and the assured shall execute all papers required in connection therewith.

4. In the event that the Company commences any such action or proceeding, or undertakes the defense of any such action or proceeding, the Company may, with the written consent of the assured, which consent shall not be unreasonably withheld, settle or compromise the claim asserted in such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, and shall have full power to prosecute or consent to the dismissal of any such action or proceeding. The Company shall not be liable for and will not pay the fees of any attorney or solicitor employed by the assured in any such action or proceeding, except as authorized in writing by the Company.

5. In case of a final decision adverse to the title to the estate or interest or the lien of the mortgage insured hereby, or in case the Company shall elect to settle or compromise the claim asserted in such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, the Company shall pay to the assured the amount of the loss or damage sustained by the assured, not exceeding the amount of this policy, together with all costs, attorneys' fees and expenses which the assured shall be obliged to pay by reason of any such action or proceeding, and which the Company may be liable to pay hereunder, and the Company will pay all costs, attorneys' fees and expenses incurred by the assured with the written consent of the Company. Such payment shall be made within thirty days after such final determination. It shall be conclusive duty of the assured and the Company to use every reasonable effort to expedite the final determination of such action or proceeding, and the assured shall not by any act, delay, settlement or omission prejudice the rights of the Company in connection therewith. The Company shall have the right to prosecute any appeal in the name of the assured, and the assured shall execute all papers required in connection therewith.

6. In the event that the Company commences any such action or proceeding, or undertakes the defense of any such action or proceeding, the Company may, with the written consent of the assured, which consent shall not be unreasonably withheld, settle or compromise the claim asserted in such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, and shall have full power to prosecute or consent to the dismissal of any such action or proceeding. The Company shall not be liable for and will not pay the fees of any attorney or solicitor employed by the assured in any such action or proceeding, except as authorized in writing by the Company.

7. In case of a final decision adverse to the title to the estate or interest or the lien of the mortgage insured hereby, or in case the Company shall elect to settle or compromise the claim asserted in such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, the Company shall pay to the assured the amount of the loss or damage sustained by the assured, not exceeding the amount of this policy, together with all costs, attorneys' fees and expenses which the assured shall be obliged to pay by reason of any such action or proceeding, and which the Company may be liable to pay hereunder, and the Company will pay all costs, attorneys' fees and expenses incurred by the assured with the written consent of the Company. Such payment shall be made within thirty days after such final determination. It shall be conclusive duty of the assured and the Company to use every reasonable effort to expedite the final determination of such action or proceeding, and the assured shall not by any act, delay, settlement or omission prejudice the rights of the Company in connection therewith. The Company shall have the right to prosecute any appeal in the name of the assured, and the assured shall execute all papers required in connection therewith.

8. In the event that the Company commences any such action or proceeding, or undertakes the defense of any such action or proceeding, the Company may, with the written consent of the assured, which consent shall not be unreasonably withheld, settle or compromise the claim asserted in such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, and shall have full power to prosecute or consent to the dismissal of any such action or proceeding. The Company shall not be liable for and will not pay the fees of any attorney or solicitor employed by the assured in any such action or proceeding, except as authorized in writing by the Company.

9. In case of a final decision adverse to the title to the estate or interest or the lien of the mortgage insured hereby, or in case the Company shall elect to settle or compromise the claim asserted in such action or proceeding, or in any action or proceeding instituted by the Company for the protection of the title to the estate or interest or the lien of the mortgage insured hereby, the Company shall pay to the assured the amount of the loss or damage sustained by the assured, not exceeding the amount of this policy, together with all costs, attorneys' fees and expenses which the assured shall be obliged to pay by reason of any such action or proceeding, and which the Company may be liable to pay hereunder, and the Company will pay all costs, attorneys' fees and expenses incurred by the assured with the written consent of the Company. Such payment shall be made within thirty days after such final determination. It shall be conclusive duty of the assured and the Company to use every reasonable effort to expedite the final determination of such action or proceeding, and the assured shall not by any act, delay, settlement or omission prejudice the rights of the Company in connection therewith. The Company shall have the right to prosecute any appeal in the name of the assured, and the assured shall execute all papers required in connection therewith.

10. Failure to furnish such claim as provided in 1(a), the amount paid shall reduce the amount guaranteed by this Policy for Any. If the Company pays the full amount of this policy, it shall thereby be relieved.

11. Payment by the Company of any claim shall not affect the amount of insurance available under this policy for other claims, except to the extent that the amount so paid on account of such claim shall exceed the amount of any deductible amount applicable to such claim. Any payment by the Company under this policy shall reduce the amount of insurance only as to the extent of such payment. Payment in full by the Company of any claim under this policy shall terminate all liability of the Company hereunder except that the Company shall defend suits based on claims of title not specifically excepted until the amount of insurance stated in this policy has been exhausted by payments of such claims or by payments in settlement or satisfaction of any adverse judgments rendered in such suits, and all costs, attorneys' fees and expenses paid by the Company.

12. Whenever the Company shall have settled and paid any claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the assured claiming any loss or damage to the extent of such payment or settlement. If the payment does not cover the loss of the assured, the Company shall be subrogated to such rights of the assured in the proportion which the Company's payment bears to the whole amount of the loss. The assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the assured in any transaction or litigation involving such rights or remedies. If the assured has waived any rights of subrogation against any person or property prior to the date of this policy, such waiver shall be of no force or effect with respect to this policy.

13. Any action to enforce this policy must be commenced within three years after the date of final decision by the Company or the date of the last payment by the Company, whichever is earlier, and any such action must be commenced within three years after the cause of action accrues.

14. Any notice required to be given to the Company under this policy shall be given to the Company at its office in Milwaukee, Wisconsin, or to the Company at its office in the county where the land described in Schedule A is located.

15. This policy is not valid unless countersigned by a representative of the Company.

16. This policy is a contract between the assured and the Company and is not subject to amendment except by endorsement issued by the Company. This policy is for the benefit of the assured only and is not assignable without the written consent of the Company. Any assignment of this policy shall be subject to all defects, liens, encumbrances and other matters against which the Company insures.

17. This policy shall be construed as a whole and any provision or provisions which are in conflict with the laws of the state in which the land is situated shall be deemed not to be a part of this policy, but all other provisions shall remain in full force and effect.

18. Any claim of loss or damage under this policy shall be paid only to the assured named herein, or to the heirs, executors, administrators or successors in interest of the assured, and only upon the surrender of this policy to the Company for cancellation.

19. Any claim of loss or damage under this policy shall be paid only to the assured named herein, or to the heirs, executors, administrators or successors in interest of the assured, and only upon the surrender of this policy to the Company for cancellation.

20. Any claim of loss or damage under this policy shall be paid only to the assured named herein, or to the heirs, executors, administrators or successors in interest of the assured, and only upon the surrender of this policy to the Company for cancellation.

21. Any claim of loss or damage under this policy shall be paid only to the assured named herein, or to the heirs, executors, administrators or successors in interest of the assured, and only upon the surrender of this policy to the Company for cancellation.

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24. Any claim of loss or damage under this policy shall be paid only to the assured named herein, or to the heirs, executors, administrators or successors in interest of the assured, and only upon the surrender of this policy to the Company for cancellation.

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