

(Exhibit A consists of a description of the easement areas.)

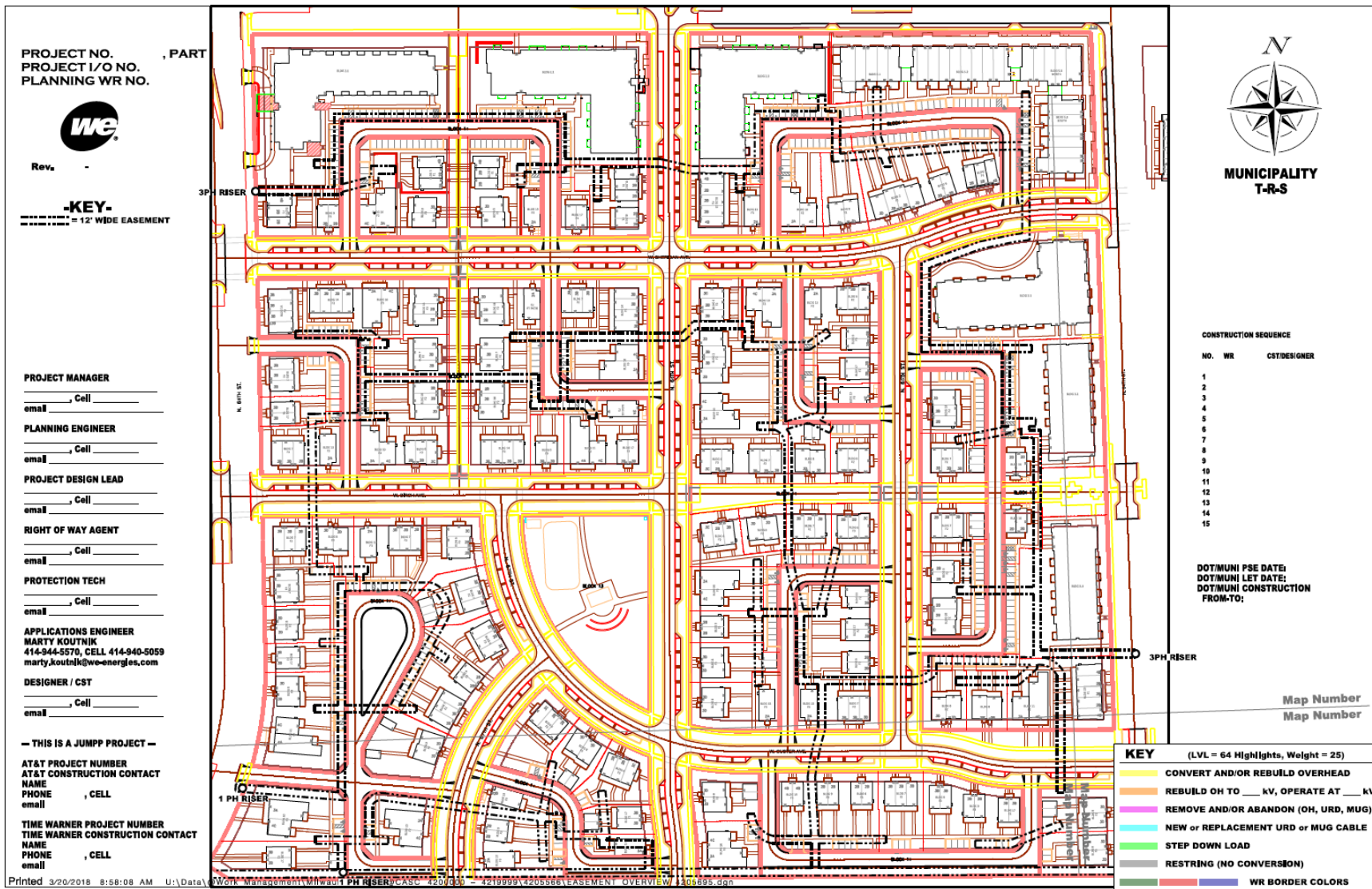


EXHIBIT B

DISTRIBUTION EASEMENT UNDERGROUND

Document Number

WR NO. **4205566** IO NO. 11929

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **the Housing Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation**, doing business as We Energies, and hereinafter collectively referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land of varying width and a part of **Block 1, 2 and 5 of Westlawn West**, a subdivision being a part of the **Northeast 1/4 of Section 34, Township 8 North, Range 21 East**, in the City of Milwaukee, Milwaukee County, Wisconsin.

The location of the easement areas with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

See Attached Exhibit "B"

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, including poles and associated overhead connections to said poles, terminals and markers, together with all necessary and appurtenant equipment under and above ground throughout the subdivision known as Westlawn West as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use the easement area with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures (excluding driveways, parking lots and areas, storm water facilities, sidewalks, pedestrian ways, bicycle paths and normal landscaping) will be erected or installed in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevations:** Grantor agrees that the elevation of the ground surface existing as of the date of installation of Grantee's facilities within Westlawn West will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. Restoration shall include damage to driveways, parking lots and areas, storm water facilities, sidewalks, pedestrian ways, and bicycle paths. Grantee shall exercise reasonable care and attempt to minimize damage when exercising its rights under this Easement.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

(Parcel Identification Number)

8. **Indemnification and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.
9. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantee:

Wisconsin Electric Power Company

By: _____
Dawn M. Neuy
Manager Real Estate Services

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, _____, Dawn M. Neuy known to me to be the Manager Real Estate Services of Wisconsin Electric Power Company, who executed the above instrument and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

Grantor:

Housing Authority of the City of Milwaukee

By: _____
Antonio M. Pérez
Secretary and Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2018, Antonio M. Perez, known to me to be the Secretary and Executive Director of Housing Authority of the City of Milwaukee, who executed the above instrument and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

TO

DISTRIBUTION STANDARD FORM EASEMENT

(Exhibit A to Distribution Standard Form Easement
consists of a description of the easement areas.)

EXHIBIT B

TO

DISTRIBUTION STANDARD FORM EASEMENT

Parcel Identification Numbers:

189-0777-000, 189-0975-000, 189-0972-000, 189-0974-000, 189-0978-000, 189-0979-000, 189-0980-000, 189-0983-000, 189-0982-000, 189-0981-000, 189-1011-000, 189-1012-000, 189-1022-000, 189-1021-000, 189-1012-000, 189-1013-000, 189-1023-000, 189-1014-000, 189-1019-000, 189-1015-000, 189-1016-000, 189-1017-000 and 189-1018-000

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