

**RESOLUTION NO. 2023-17  
(3-14-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
DISTRIBUTION EASEMENT WITH THE WISCONSIN ELECTRIC POWER  
COMPANY FOR ELECTRICAL SERVICE TO THE PUBLIC SAFETY BUILDING –  
5045 CHESTER LANE**

**WHEREAS**, the Village of Caledonia is constructing a Public Safety Building to be utilized as a Police Station and a Fire Station at 5045 Chester Lane.

**WHEREAS**, the Village of Caledonia, through its consultants, have made a request to the Wisconsin Electric Power Company to provide underground electrical service for the Public Safety Building.

**WHEREAS**, to provide the underground electrical service to the Public Safety Building, the Wisconsin Electric Power Company has requested a Distribution Easement on the property to provide an underground electrical service for the Public Safety Building.

**WHEREAS**, the Distribution Easement requested would extend the existing Distribution Easement on the property serving Village Hall to serve the Public Safety Building.

**WHEREAS**, the President and Clerk of the Village need to execute the Distribution Easement in order to allow it to be recorded.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Distribution Easement Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Distribution Easement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 14 day of March, 2023.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_

James R Dobbs, Village President

Attest: \_\_\_\_\_

Joslyn Hoeffert, Village Clerk

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO.      **4832892**

IO NO.      **15950**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF CALEDONIA**, 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**, hereinafter 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 12 feet in width being a part of the Grantor's premises located in the **Southeast 1/4 of Section 20, Township 4 North, Range 23 East**, Village of Caledonia, Racine County, Wisconsin; said premises being more particularly described in that certain Trustee's Deed recorded in the office of the Register of Deeds for Racine County, Wisconsin as Document No. 2405004.

The location of the easement area 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 P277  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

104-04-23-20-123-000  
(Parcel Identification Number)

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 switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, terminals and markers, together with all necessary and appurtenant equipment under and above ground 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 Grantor's land 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 will be erected 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. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area 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 to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
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.
8. **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.

Grantor:

VILLAGE OF CALEDONIA

By James R. Dobbs

(Print name and title): James R. Dobbs - Village President

By Joslyn Hoepfert

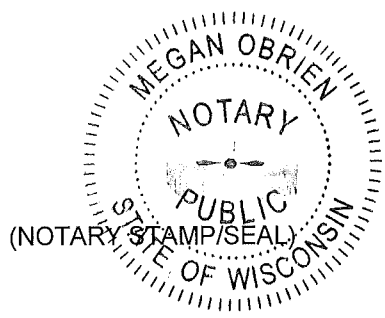
(Print name and title): JOSLYN HOEPFERT - CLERK

Personally came before me in Racine County, Wisconsin on March 14th, 2023,  
the above named James R. Dobbs, the Village President  
and Joslyn Hoepfert, the Village Clerk  
of the **VILLAGE OF CALEDONIA**, for the municipality.

Megan O'Brien  
Notary Public Signature, State of Wisconsin

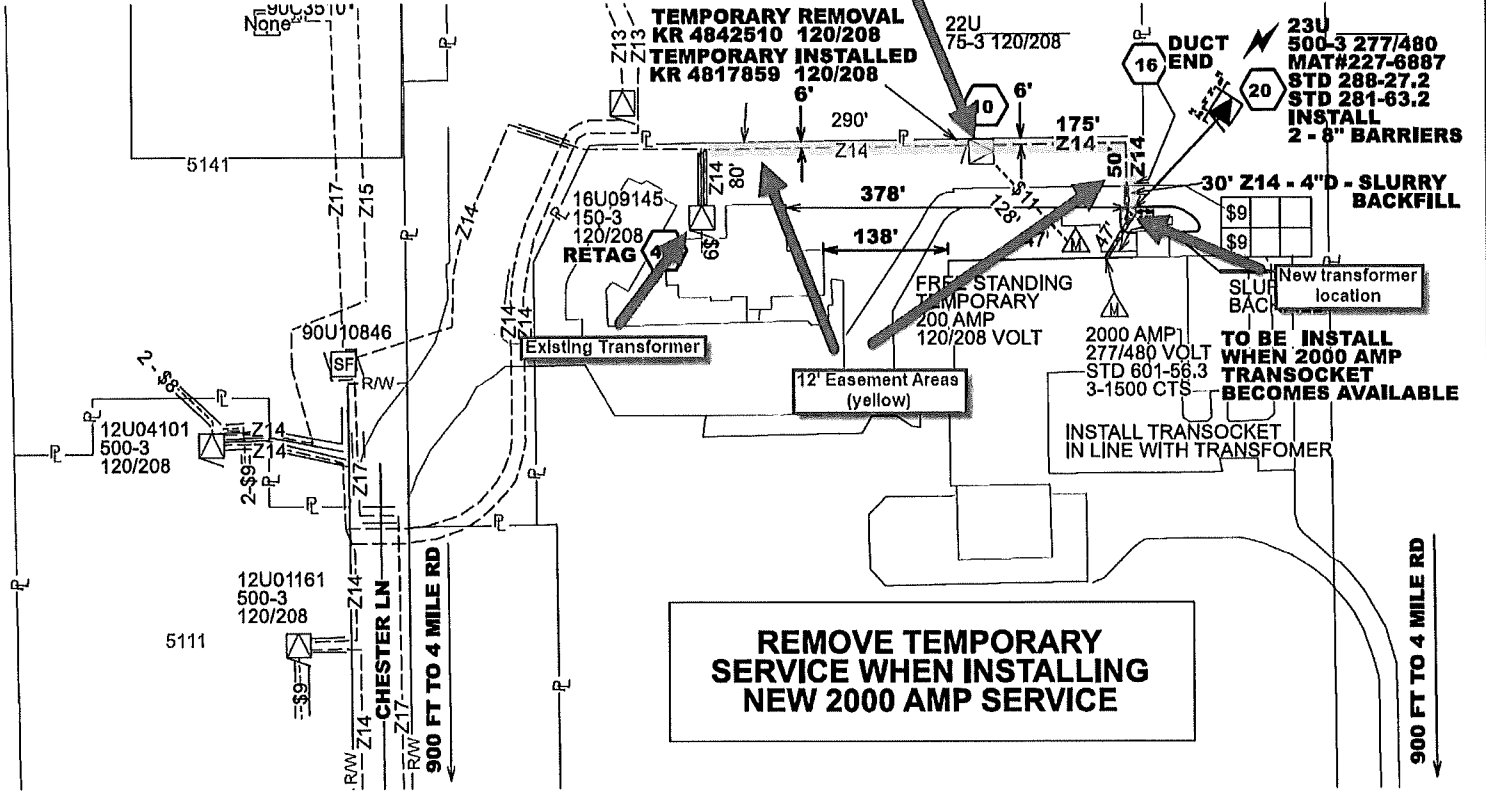
Megan OBrien  
Notary Public Name (Typed or Printed)

My commission expires 07/21/2025



Temporary Exhibit "A"

Existing transformer for temporary service will be removed



**REMOVE TEMPORARY SERVICE WHEN INSTALLING NEW 2000 AMP SERVICE**

900 FT TO 4 MILE RD



- 9. 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 the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the 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 the 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.
- 10. Assignment of Rights:** This easement and its rights may be assigned to affiliated entities under common control of Grantee but may not be assigned or shared with third parties unless for the purpose of providing for electric service without the approval of Grantor and such approval shall not be unreasonably withheld. It is not the intention of either the Grantor or the grantee that other persons or parties shall acquire any rights to enforce or benefit from or through this Easement unless such rights relate to the purpose of providing for electric service.

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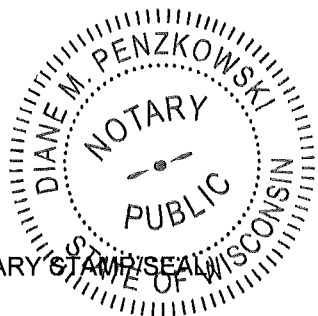
Grantor:

VILLAGE OF CALEDONIA

By Thomas R Weatherston  
(Print name and title): THOMAS WEATHERSTON  
VILLAGE PRESIDENT

By Joslyn Hoeffert  
(Print name and title): JOSLYN HOFFERT  
VILLAGE CLERK

Personally came before me in Racine County, Wisconsin on June 15, 2023,  
the above named Thomas R Weatherston, the Caledonia Village President  
and Joslyn Hoeffert, the Caledonia Village Clerk  
of the VILLAGE OF CALEDONIA, for the municipality.



Diane M Penzkowski  
Notary Public Signature, State of Wisconsin

Diane M Penzkowski  
Notary Public Name (Typed or Printed)

My commission expires 4-2-2024