

**RESOLUTION NO. 2025-014  
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE OF  
CALEDONIA TO EXECUTE AGREEMENTS GRANTING A GAS PIPELINE  
EASEMENT OPTION AND GAS PIPELINE EASEMENT TO WISCONSIN ELECTRIC  
POWER COMPANY WITHIN GORNEY PARK FOR A POSSIBLE ROUTE OF THE  
ROCHESTER LATERAL PIPELINE PROJECT**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

**WHEREAS**, Wisconsin Electric Power Company (“We Energies”) presented the Village of Caledonia with documentation in late 2024 for the purpose of acquiring an option for a Gas Pipeline Easement on Village Owned Land in Gorney Park for the future Rochester Lateral Pipeline Project, a copy of which is attached hereto as **Exhibit A** (the “Easement”); and

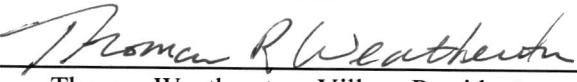
**WHEREAS**, We Energies has asked for a varying width Easement with a minimum width of 30’ and maximum width of 50’ running east to west near the center of Gorney Park as shown in the drawing attached to the Easement. The proposed Easement will run parallel to and partially within an existing distribution easement for overhead power lines on the Village property; and

**WHEREAS**, the proposed Easement is just one potential route the Rochester Lateral Project will take for burying a 24”-30” natural gas pipeline to feed the Oak Creek Generating Site. The Easement presented is voluntary and the Village will be paid a \$1,000 Option payment for compensation in consideration of granting the option to We Energies. If We Energies does not choose to proceed with the project along this route, the Option payment is the Village’s to keep. If We Energies proceeds with the project along this route, then We Energies will exercise its option to acquire the Easement and the Village will be paid \$70,208.50 as compensation in consideration of granting the Easement to We Energies as set forth in the payment worksheet attached to the Easement;

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Agreements granting a Gas Pipeline Easement Option and Gas Pipeline Easement to Wisconsin Electric Power Company attached hereto as **Exhibit A** and incorporated herein are hereby approved and authorized subject to legal review and the Village President, Village Clerk, and Village Administrator are authorized to execute said agreements including the Memorandum of Gas Pipeline Easement Option and to take such actions to further the approvals and authorizations granted by this Resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 25 day of February, 2025.

**VILLAGE OF CALEDONIA**

By:   
Thomas Weatherston, Village President

Attest:   
Jennifer Bass, Village Clerk



**We Energies**  
231 W. Michigan St.  
Milwaukee, WI 53203  
www.we-energies.com

December 13, 2024

Village of Caledonia  
c/o Caledonia Parks Department  
5043 Chester Lane  
Racine, WI 53402

RE: Voluntary Easement Option for Natural Gas Facilities

To Whom It May Concern,

Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies, is developing a natural gas project and related facilities in Kenosha, Racine and Milwaukee Counties (the "Project"). The Project, which is commonly referred to as the "Rochester Lateral Pipeline Project", will involve the installation of an underground natural gas lateral and other facilities over a route that might include your property.

In April 2024, We Energies filed an application with the Public Service Commission of Wisconsin ("PSCW") to request approval to build the Project. The Project, which includes two route options, is currently being reviewed by the PSCW. A decision by the PSCW on the Project, including the final route, is anticipated in late 2025.

While the final route location will not be determined until the PSCW issues its decision, We Energies would like to work with you in advance of that decision to obtain a voluntary gas pipeline easement option ("Option") and easement agreement ("Easement"). These agreements, when signed by you, would allow us to install our natural gas lateral and/or related facilities on your property if the route selected by the PSCW impacts your property.

The proposed Option and Easement (including a preliminary drawing of the easement area) are included for your review. You are not obligated to grant the Option and Easement, and if you do grant the Option and Easement on your property it will be strictly voluntary on your part.

The basic terms of the Option are as follows. You would grant We Energies the Option for an easement on your property. The Option and Easement provides detailed information about the proposed route as it relates to your property and outlines the terms of an agreement between you and We Energies for installing and maintaining the gas lateral and/or related facilities on your property. The form of the Easement will be attached to the Option. We will also request you sign an original of the Easement at the time of signing the Option. A short-form memorandum of the Option will be recorded with the County Register of Deeds.

If you decide to grant We Energies the voluntary Option and Easement, you will be paid a \$1,000.00 Option payment. This Option payment is separate and in addition to the payments as described on the enclosed Payment Worksheet. The Option payment is yours to keep regardless of whether We Energies elects to exercise the Option and Easement.

If the PSCW approves the Project, We Energies will decide whether or not to proceed with the Project. If the route selected is on your property and We Energies elects to exercise the Option, We Energies will notify you in writing following the PSCW decision of our desire to exercise the Option. Within 30 days of the exercise of the Option, We Energies will pay you the amounts shown on the enclosed Payment Worksheet. If you own multiple parcels upon which you grant the voluntary Option, but the final route selected by the PSCW only requires an easement on some but not all of the parcels you own, We Energies may limit the exercise of the Option to the parcels included in the final route. In such a case, no Option will be exercised on the unaffected parcel(s) and no payments for Easement, Temporary Easement, crop damage, or tree removal will be made for parcels that are not on the final route selected by the PSCW.

The payment for Easement and payment for Temporary Easement shown on the Payment Worksheet are based on a market study conducted in mid-2024 by a licensed and certified appraiser. Payment also will be made for crop damage and tree removal at the time the Option is exercised.

At the time of exercising the Option, We Energies will replace the preliminary survey with a final survey exhibit of the easement area. To the extent possible, the easement area will match the preliminary easement area as contained in the Option. If the route on your property is adjusted, so that the final easement area is located more than 200' from the preliminary location, We Energies will provide you with a survey of the affected area and will review the changes with you in an effort to reach a satisfactory resolution. If the final easement area is larger than the preliminary easement area as shown in the Option, the payment for Easement and payment for Temporary Easement (if applicable) will be increased to reflect the larger easement area. If the final easement area is smaller than the preliminary easement area on any parcel selected to be included in the final route, there will be no reduction in the payment for Easement or the payment for Temporary Easement. In the event that the land value of the easement area increases between the time you sign the Option and the exercise of the Option, upon receipt of reasonable evidence of such increase, We Energies will adjust the payment for Easement and/or payment for Temporary Easement (as applicable) to the higher value and compensate you accordingly.

Following exercising the Option, We Energies will record the Easement with the County Register of Deeds.

If you grant the Option to We Energies and your property is then not included along the PSCW approved pipe location, the Option will not be exercised. In addition, the short-form memorandum of the Option that is recorded at the County Register of Deeds will expire and the original signed Easement will be destroyed.

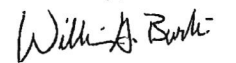
You may elect not to grant the voluntary Option and the Easement. In that case, upon the PSCW's approval of the Project and if the PSCW selected route includes your property, the acquisition of an easement on your property will be governed by state statute - specifically the eminent domain process as described in the enclosed Rights of Landowners under Wisconsin Eminent Domain Law.

Again, this is a voluntary easement offer and you have the right NOT to sign the Option and Easement. If you advise us that you do not wish to sign the Option and Easement, we will not contact you until the PSCW has issued its decision on the Project, if your property lies within the approved pipe location, to further discuss the acquisition of an easement on your property.

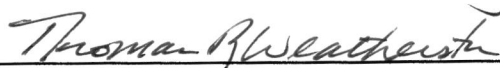

As acknowledgement of your receipt of this letter and of your understanding that your grant of the Option and Easement as set forth herein will be voluntary on your part, we request that you please sign the duplicate original of this letter as indicated below. If you sign the Option and Easement and provide the documents to the We Energies representative, the \$1,000.00 payment will either be delivered to you or mailed to you within 15 days. Or, you may sign the Option and the Easement at a later date (in the presence of a notary) and return one of the two sets of original documents along with the signed Payment Worksheet in the enclosed business reply envelope. In either case, we request that the Option be signed by you on or before March 13, 2025. We will make the Option payment of \$1,000.00 within 15 days of the receipt of the envelope in our offices.

Thank you for your assistance and we look forward to working with you.

Sincerely,

  
Bill Burki  
Right of Way Agent

Acknowledged this 25 day of February, 2025.

By: <u></u>	By: <u></u>
Signature	Signature
Print Name: <u>Thomas Weatherston</u>	Print Name: <u>Jennifer Bass</u>
Title: <u>Village President</u>	Title: <u>Village Clerk</u>

## Payment Worksheet - Voluntary Easement Option

Owner's Name: Village of Caledonia, a municipal corporation  
 Parcel Number(s): 104-04-22-03-012-000

REMS #3315262

Option Fee Payment	Crop* and Timber Payments
Option Fee Payment <span style="float: right;">\$1,000.00</span>	<b>Crop</b>
Option Fee Payment Extension <span style="float: right;">\$1,000.00</span>	
<b>Option Exercise Payment</b>	
Property Classification__ Institutional	Crop _____
Land Value Per Acre <span style="float: right;">\$45,027.00</span>	Crop Units _____
Permanent Easement Acres <span style="float: right;">1.350</span>	Unit Price _____
Permanent Easement Payment <span style="float: right;">\$30,393.23</span>	Yield Per Acre _____
Easement Enhancement Payment <span style="float: right;">\$30,393.23</span>	Value Per Acre _____
Total <span style="float: right;">\$60,786.45</span>	PE and TE Acres _____
Temporary Easement Acres <span style="float: right;">0.380</span>	Damages Year of Construction <span style="float: right;">\$0.00</span>
Temporary Use Rate <span style="float: right;">20%</span>	Future Loss (Crops) _____
Temporary Easement Payment <span style="float: right;">\$3,422.05</span>	<b>Timber</b>
Waiver -- 1st Appraisal <span style="float: right;">\$3,000.00</span>	Type _____
Waiver -- 2nd Appraisal <span style="float: right;">\$3,000.00</span>	Units _____
<b>Total Payment</b> <span style="float: right;"><b>\$70,208.50</b></span>	Unit Price _____
	Yield Per Acre _____
	Value Per Acre <span style="float: right;">\$0.00</span>
	PE and TE Acres _____
	Damages Year of Construction <span style="float: right;">\$0.00</span>
	Loss of Trees _____
	<b>Other Payments:</b>
	Post Construction Adjustment _____
	<b>**Total Crop and Timber Payments</b> <span style="float: right;"><b>\$0.00</b></span>
	* Crop payments will be adjusted upward in the year of construction if crop prices increase, but will not change if prices decline. Yield may be adjusted upward at the time of exercise by using owner's average of previous three (3) years' records for the parcel of land that includes the damaged area, which shall be mutually agreeable to both parties.
	<b>Grand Total Easement and Crop &amp; Timber</b> <span style="float: right;"><b>\$70,208.50</b></span>

For Office Use Only: APPROVED FOR We Energies Representative

X \_\_\_\_\_ Date \_\_\_\_\_  
 We Energies Representative Signature (Print)

Total Compensation Due Owner(s) may change if any parcel(s) listed above is/are not included in the final pipe location selected by the Public Service Commission of Wisconsin (PSCW). Payments for Easements, Temporary Easements, and Crop and Tree compensation will be limited to parcels on the final route selected by the PSCW.

X Roman R. Weather 2/25/25  
 Owner Signature Date

X Todd W. H. 2/25/25  
 Owner Signature Date

X \_\_\_\_\_  
 Owner Signature Date

X \_\_\_\_\_  
 Owner Signature Date