

**RESOLUTION NO. 2024-129  
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING THE REIMBURSEMENT AGREEMENT FOR THE  
VACATION OF A PORTION OF THE UNIMPROVED PUBLIC  
RIGHT-OF-WAY FOR NORTH ST. CLAIR STREET**

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

**WHEREAS**, the Village of Caledonia requires that the property owners who are seeking the Vacation of Village Right-of-Way provide a deposit and enter into a standard form of agreement for the reimbursement of costs the Village will incur during the Vacation process; and

**WHEREAS**, §66.1003(4), Wisconsin Statutes requires that when Right-of-Way to be vacated is located between the lands of different owners, it shall be annexed to the lots to which it originally belonged if that can be ascertained and in this case the right-of-way originally belonged to the lands platted in Royal Park Subdivision. As a result, this would go back to the two abutting property owners; and

**WHEREAS**, both owners of the abutting lands at 713 Royal Park Road and 631 Royal Park Road have signed the agreement, included hereto as **Exhibit A**, and provided the cash deposit to proceed with the Vacation of a portion of unimproved North St. Clair Street; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Reimbursement Agreement attached hereto as **Exhibit A** is hereby approved and the President and Clerk are authorized and directed to execute the agreement on behalf of the Village; and

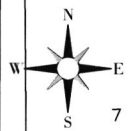
**BE IT FURTHER RESOLVED THAT** all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the Reimbursement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 10 day of December, 2024.

**VILLAGE OF CALEDONIA**

By: Thomas R Weatherston  
Thomas Weatherston  
Village President

Attest: Jennifer Bass  
Jennifer Bass  
Village Clerk



BLOCK 1

NORTH QUARTER CORNER OF 28-4-23  
NE 1/4 NW 1/4 SECTION 28 T4 R23E  
NAD 1927  
N: 293,805.86  
E: 2,594,171.630

N88° 28' 59"E  
112.39'

443.21'  
S0° 25' 38"E

S0° 25' 38"W  
33.01'

S88° 28' 59"W  
346.46'

ROYAL PARK ROAD

S88° 28' 59"W  
33.01'

P.O.B.

S88° 28' 59"W  
33.01'

ERIE STREET

3

BLOCK 3  
2

1

S0° 25' 38"W  
109.01'

NORTH ST. CLAIR STREET

RIGHT OF WAY  
TO BE VACATED  
N0° 25' 38"E  
109.01'

SHANE S WILLISON  
DAWN M WILLISON  
631 ROYAL PARK RD  
RACINE, WI 53402  
104-04-23-28-311-000

4

3

BLOCK 2

2

1

N88° 28' 59"E  
66.02'

GLENN L STRITCHKO  
713 ROYAL PARK RD  
RACINE, WI 53402  
104-04-23-28-312-000

A strip of land for the vacation of North St. Clair Street 66 feet wide, located in the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 4 North, Range 23 East, Lying in the Village of Caledonia, Racine County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast Corner of said 1/4 Section; Thence South 0° 25' 38" East (recorded as Due South) along the East Line of the Northwest Quarter 443.21 feet to the centerline of Royal Park Road; Thence S88° 28' 59"W (recorded as S88° 54' 37"W) along said center line 346.46 feet to the centerline of North St. Clair Street; Thence S0° 25' 38"E (recorded as Due South) along said centerline 33.01 feet to a point on the South Right of Way line of Royal Park Road, point also being the Point of Beginning; Thence S88° 28' 59"W (recorded as S88° 54' 37" W) along the South Right of Way line 33.01 feet to a point, point being the Northeast corner of Lot 1 Block 3 of Royal Park Subdivision; Thence S0° 25' 38"E (recorded as Due South) along the East line of Lot 1 Block 3, 109.01 feet to a point, point being the Southeast corner of Lot 1 Block 3 and along the South line of Royal Park Subdivision; Thence N88° 28' 59"E (recorded as N88° 54' 37"E) along the said South line 66.02 feet to a point, point being the Southwest corner of Lot 4, Block 2 Royal Park Subdivision; Thence N0° 25' 38"W (recorded as Due North) along the West line of Lot 4 Block 2, 109.01 feet to a point, point being the Northwest corner of Lot 4 Block 2 and also along the South Right of Way of Royal Park Road; Thence S88° 28' 59"W (recorded as S88° 54' 37" W) along the South Right of Way line 33.01 feet to the point of beginning.

Containing 7,195.54 square feet or 0.1652 acres.



DRAWN BY: RMS  
SCALE: 1:40  
DATE: 11/5/2024

# North St. Clair Street Right-of-Way Vacation Exhibit A

**REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF CALEDONIA,  
SHANE & DAWN WILLISON, AND GLENN STRITCHKO RELATED TO A REQUEST  
TO VACATE A RIGHT-OF-WAY ADJACENT TO PARCEL NOS. 104-04-23-28-312-000  
AND 104-04-23-28-311-000**

THIS AGREEMENT is entered into between the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (“the Village”), **SHANE & DAWN WILLISON**, and **GLENN STRITCHKO**, individuals (“Owners”), with regard to a request to complete a vacation of right-of-way related to North St. Clair Street in the Village, adjacent to Parcel Nos. 104-04-28-312-000 and 104-04-23-28-311-000 (the “Parcels”) (the “Agreement”).

**R E C I T A L S**

1. WHEREAS, Owners have requested that the Village release the public right-of-way of North St. Clair Street located between 713 and 631 Royal Park Road; and
2. WHEREAS, the Village is willing to facilitate the matter if it can do so without unreasonable cost to the Village and if the Owners are willing to reimburse the Village for any costs incurred in this matter.

**NOW, THEREFORE**, in consideration of the following covenants, the parties agree as follows:

**PART A**

**REIMBURSEMENT OF ENGINEERING, PLANNING, LEGAL, ADMINISTRATIVE  
AND OTHER COSTS**

1. Owners, agrees to be liable for and shall pay to and reimburse the Village for any and all costs for planning, legal and administrative fees and expenses incurred by the Village with respect to: processing, reviewing, revising, drafting and approving any deeds, surveys, legal descriptions, agreements, easements, deed restrictions or other documents associated with this matter, including but not limited to, consultation reasonably required to address problems encountered during the review process; and

Such costs shall include the costs of the Village’s own employees, including its engineers and inspectors, and outside services for attorneys, planners, agents, consulting engineers. The cost for Village employees’ time shall be based upon the classification of the employee and the rates established by the Village Board, from time-to-time, for each such classification. Such costs shall also include, but not be limited to, those for attendance at telephone conferences and meetings. The cost for outside services shall be the direct cost incurred by the Village.

2. Owners understand that the planning, legal and/or engineering consultants retained by the Village are acting exclusively on behalf of the Village and not Owners.

3. All costs shall be reimbursed to the Village within thirty (30) days upon billing to Owners.

## **PART B**

### **GUARANTEE OF PAYMENT**

1. The Owners shall deposit with the Village Treasurer the sum of Three Thousand Dollars (\$3,000.00) in the form of a check. The Village shall deposit and apply such funds toward payment of the above costs relating to the matter. Any excess funds shall be remitted to Owners, and, subject to the terms hereof, any costs in excess of such deposit shall be paid by the Owners upon request by Village. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

2. The Village may withhold approvals for non-payment of the above costs.

3. Owners hereby consent to the Village's imposing a special charge upon the Parcels located in Village of Caledonia, Wisconsin, for any amounts due to the Village under this Agreement plus any costs the Village has incurred in attempting to collect the amounts due in accordance with Sec. 3-5-1 of the Village's Code of Ordinances. This special charge shall become a lien upon the Parcels. Owners hereby waive any rights it may have to any notices or hearings with respect to the special charge imposed under Sec. 66.0627, Wis. Stat.

## **PART C**

### **GENERAL**

1. Successors and Assignment. This Agreement is binding upon and enforceable against the permitted successors and assigns of the Parties. The Village may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village. Owners may assign its interests and obligations under this Agreement with the prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Agreement Runs with the Land. This Agreement shall be binding upon all owners of the Parcels, and their successors in title or assigns, and the provisions hereof shall be covenants running with the land, and the Village may cause a copy of this Agreement to be recorded against the Parcels in the Racine County Register of Deeds Office.

3. Authority to Execute. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.



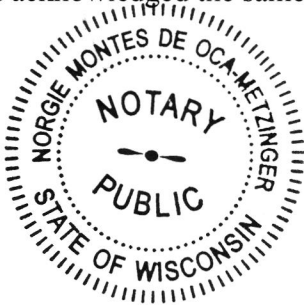
VILLAGE OF CALEDONIA

By: Thomas R Weatherston  
Thomas Weatherston  
President

Attest: Jennifer Bass  
Jennifer Bass  
Clerk

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this 10 day of December, 2024 the above-named Thomas Weatherston and Jennifer Olsen, President and Clerk, respectively, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.



[Signature]  
Notary Public, Racine County, WI  
My Commission: 11-02-2028

This instrument drafted by:  
Pruitt, Ekes & Geary, S.C.  
Elaine Sutton Ekes

770272.001 (295)

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VILLAGE OF CALEDONIA**

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VACATION OF A PORTION OF THE UNIMPROVED PUBLIC  
RIGHT-OF-WAY FOR NORTH ST. CLAIR STREET**

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

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**WHEREAS**, §66.1003(4), Wisconsin Statutes requires that when Right-of-Way to be vacated is located between the lands of different owners, it shall be annexed to the lots to which it originally belonged if that can be ascertained and in this case the right-of-way originally belonged to the lands platted in Royal Park Subdivision. As a result, this would go back to the two abutting property owners; and

**WHEREAS**, both owners of the abutting lands at 713 Royal Park Road and 631 Royal Park Road have signed the agreement, included hereto as **Exhibit A**, and provided the cash deposit to proceed with the Vacation of a portion of unimproved North St. Clair Street; and

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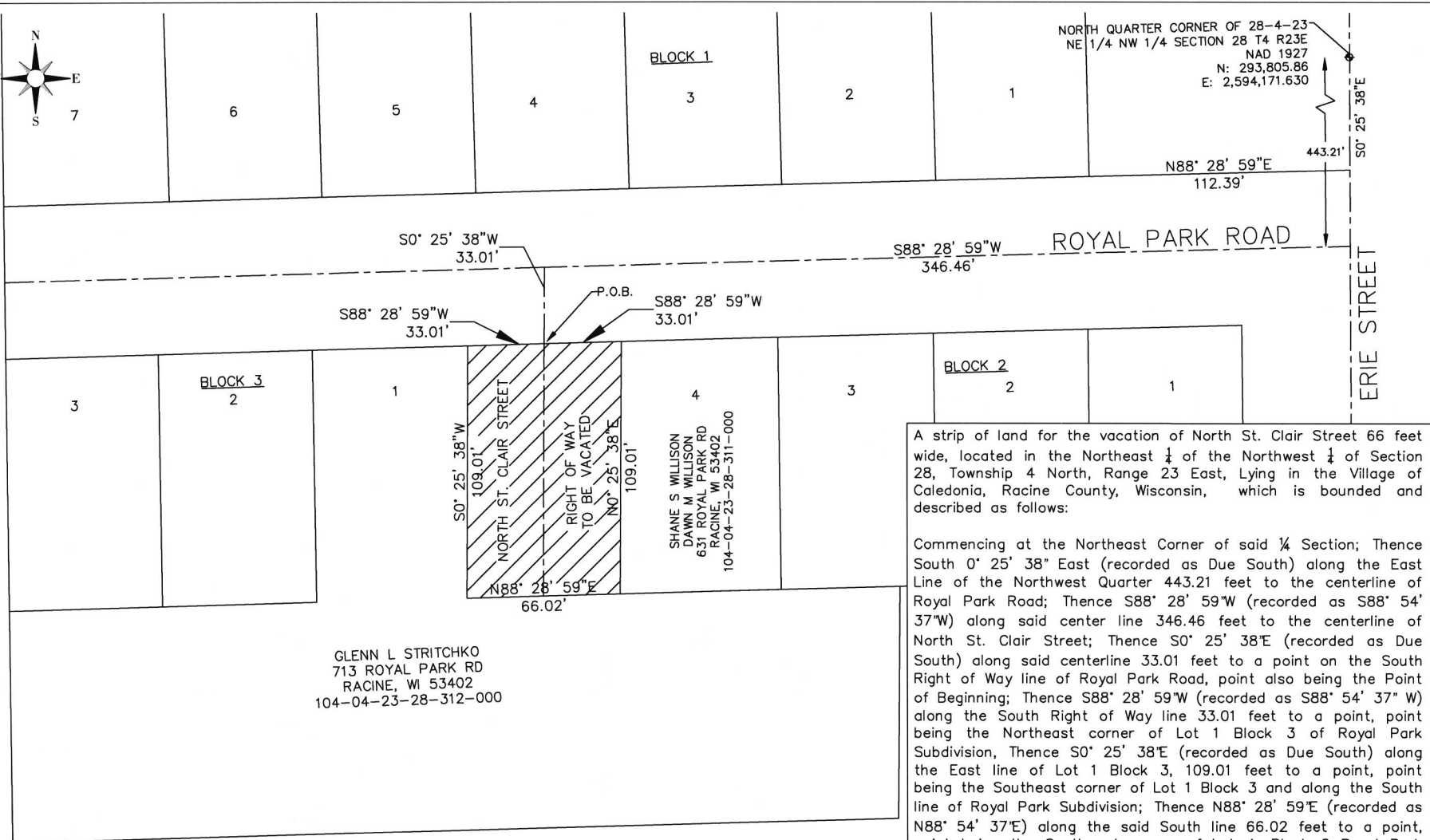
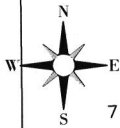
**BE IT FURTHER RESOLVED THAT** all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the Reimbursement Agreement.

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**VILLAGE OF CALEDONIA**

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Thomas Weatherston  
Village President

Attest: Jennifer Bass  
Jennifer Bass  
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GLENN L STRITCHKO  
713 ROYAL PARK RD  
RACINE, WI 53402  
104-04-23-28-312-000

SHANE S WILLISON  
DAWN M WILLISON  
631 ROYAL PARK RD  
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104-04-23-28-311-000

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**RECITALS**

1. WHEREAS, Owners have requested that the Village release the public right-of-way of North St. Clair Street located between 713 and 631 Royal Park Road; and
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