

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
MAY 21, 2026
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS: None
7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for May 7, 2026
 - b. Motion to approve the Expenditure of Funds for Warrant Fiscal Year 26/27.01 in the amount not to exceed \$525,000.00
 - c. Motion to approve the use of 5218 Nippersink Drive for a Community Garden with signed waivers by participants
8. NEW BUSINESS:
 - a. Motion to approve an Ordinance Authorizing the Execution of an Annexation Agreement between the Village of Richmond and Robert Heaney Relative to 8621 US Highway 12
 - b. Motion to approve an Ordinance Annexing the Property Located at 8621 US Highway 12 to the Village of Richmond, Illinois
 - c. Motion to approve an Ordinance granting the Petition for Reclassification and Zoning Map Amendment by Robert Heaney relating to 8621 US Highway 12 for change of zoning from Single-Family Residential (R-1) to General Business (GB)
 - d. Motion to approve an Ordinance Authorizing the Execution of an Annexation Agreement between the Village of Richmond and Gary and Lisa Leker Relative to 4816 Kuhn Road
 - e. Motion to approve an Ordinance Annexing the Property Located at 4816 Kuhn Road to the Village of Richmond, Illinois
 - f. Motion to approve an Ordinance granting the Petition for a Use Variance by Gary and Lisa Leker relating to 4816 Kuhn Road to allow a non-commercial farm use as a permitted use for the subject property
 - g. Motion to approve the recommendation of the Community Development Committee regarding several sign variances for the property located at 11011 US Rte. 12
9. COMMITTEE/DEPARTMENT REPORTS:
 - a. Community Development
 - b. Administration/Police
 - c. Public Works/Engineering
 - d. Village Clerk
10. PRESIDENT'S COMMENTS
11. TRUSTEE COMMENTS
12. CLOSED SESSION: Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Litigation (5 ILCS 120/2(c)(11)), Approval/Semi-Annual Review of Closed Session Minutes (5 ILCS 120/2(c)(21))
13. ACTION RESULTING FROM CLOSED SESSION
14. ADJOURNMENT

POSTED: May 15, 2026

ORDINANCE NO. 2026-____

An Ordinance Authorizing the Execution of an Annexation Agreement between the Village of Richmond and Robert Heaney Relative to 8621 US Highway 12, Richmond, Illinois

WHEREAS, Robert Heaney (the "Owner") has represented to the Village of Richmond, an Illinois municipal corporation, (the "Village"), that he is the sole owner of record of property commonly known as 8621 US Highway 12, Richmond, Illinois and assigned property identification number 04-21-100-005 (the "Property"); and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, has not been annexed to any municipality, is contiguous to the corporate boundaries of the Village and may be annexed to the Village; and

WHEREAS, the Village desires to enter into that certain Annexation Agreement and attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the Owner and the Village are ready, willing, and able to enter into the Agreement and perform the obligations as required therein; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, a public hearing has been held pursuant to lawful notice and the Owner and the Village have otherwise complied fully with all laws and ordinances applicable to the Agreement; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the Village to approve and execute the Agreement.

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: The above recitals are incorporated into, and made a part of, this Ordinance.

SECTION 2: The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, the Agreement.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

AYE:
NAY:
ABSENT:
ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)

ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____

Approved: _____

Published: _____

**ROBERT HEANEY
ANNEXATION AGREEMENT**

This Annexation Agreement (the "Agreement") is made and entered into this 21st day of May, 2026, by and between the VILLAGE OF RICHMOND, an Illinois municipal corporation, ("Village"), and ROBERT HEANEY, ("Property Owner").

RECITALS:

A. The Property Owner holds fee simple title to the real estate legally described on Exhibit A and depicted on Exhibit B, attached hereto and made a part of this Agreement by reference hereinafter referred to as the "Subject Property" or "Property."

B. The Subject Property is currently located in unincorporated McHenry County and is zoned B-2 Neighborhood Business District pursuant to the McHenry County Unified Development Ordinance (also referred to as the "McHenry County UDO").

C. The Property Owner has filed with the Village Clerk a Petition for Annexation and Approval of an Annexation Agreement of the Subject Property to the Village, contingent upon the terms and provisions of this Agreement, which Petition has been filed in accordance with 65 ILCS 5/7-1-8, and the ordinances of the Village.

D. The Subject Property is located on the west side of US Highway Route 12, north of Tryon Grove Road, approximately 400 feet northwest of U.S. Highway Route 12 and IL Route 31 intersection. The Subject Property contains 0.5 acres, more or less. Its street address is 8621 US HWY 12, Richmond, Illinois, and the Subject Property is currently improved with a single commercial building and driveway with parking. Property has private well and septic, electrical, and gas utilities.

E. The Subject Property has no electors residing thereon.

F. The Subject Property is not within the corporate boundaries of any municipality or subject to an annexation agreement with any other municipality, and is presently contiguous to and may be annexed to the Village in accordance with 65 ILCS 5/7-1-1, *et seq.*

G. The Property Owner desires to annex the Subject Property to the Village in accordance with the terms of this Agreement.

H. The Village has determined that the annexation of the Subject Property in accordance with the terms of this Agreement is in the best interest of the Village, will promote sound planning and growth of the Village, and otherwise enhance and promote the general welfare of the Village and its residents.

I. The Village does not provide library or fire protection services to the Subject Property, so notice to the Fire Protection District or Public Library District of the annexation of the Subject Property is not required.

J. This Agreement is made pursuant to and in accordance with the provisions of 65 ILCS

5/11-15.1-1, *et seq.*

K. Prior to the date of this Agreement, all public hearings were held upon proper notice and publications as are required for the Village to effect the terms of this Agreement

NOW THEREFORE, IN CONSIDERATION OF THEIR RESPECTIVE AGREEMENTS SET OUT HEREIN, THE VILLAGE AND PROPERTY OWNER HEREBY AGREE AS FOLLOWS:

1. Recitals. The recitals set forth above are material terms of this Agreement and are hereby incorporated as substantive terms of this Agreement.

2. Annexation. Upon execution of this Agreement, as allowable by law, the Village shall enact an ordinance annexing the Subject Property. A copy of said ordinance, together with an accurate plat of the Subject Property, shall be filed with the County Clerk of McHenry County and recorded with the Recorder of Deeds of McHenry County. This Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the Subject Property is zoned and classified as provided in this Agreement by the adoption of ordinances by the Village immediately following the execution of this Agreement.

3. Zoning. Immediately following the annexation of the Subject Property, the Village shall adopt an ordinance granting a zoning map amendment to GB General Business District.

4. Water and Sewer Service. The parties acknowledge that municipal water and sanitary sewer service is available to the Subject Property. Existing private well and private sanitary sewer system may continue use until replacement is necessary or Municipal services are opted into.

5. Fee Waiver. The Village agrees to waive all acreage or annexation fees due or payable pursuant to the ordinances of the Village. In the event the Subject Property is re-subdivided, acreage fees will be paid in accordance with the Village ordinances in place at the time of the subdivision. No park or school donations shall be required by reason of the annexation of the Subject Property. In the event all or some part of the Subject Property is used for residential purposes, other than as set forth in Section 4, such school and park donations shall be paid pursuant to Village ordinances.

6. Ordinance Changes. No change or modification of any ordinance, code or regulation shall be applied during the term of this Agreement so as to affect the zoning classification of the Subject Property, and the uses permitted herein or by the zoning ordinance of the Village of Richmond in effect as of the date of this Agreement as hereinbefore provided. Except as modified by the terms and provisions of this Agreement, the Property Owner shall comply in all respects with the conditions and requirements of all ordinances of the Village applicable against similar property within the Village as they may exist from time to time including but not limited to those requiring issuances of permits or the payment of fees thereof.

7. Binding Effect and Term/Enforcement. This Agreement shall be binding upon and inure to

the benefit of the parties hereto in accordance with statutory provisions, successor owners of the record and their heirs, assigns, and lessees, and upon successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof, and any extended time agreed to by amendment to this Agreement. Neither the Village nor the Property Owner shall at any time assert the invalidity or unenforceability of this Agreement, or any provision in this Agreement, nor shall either party contest the validity or enforceability of this Agreement. Any and all lawsuits filed by any party hereto, involving a controversy or dispute with regard to this Agreement, or development of the Subject Property, shall be filed exclusively in the 22nd Judicial Circuit Court, McHenry County, Illinois and the prevailing party shall be entitled to recover, from the non-prevailing party, all of its reasonable expenses incurred, including attorney fees. The laws of the State of Illinois shall apply.

8. Amendment. This Agreement may only be amended by written instrument executed by all parties hereto. Provided, however, in the event title of the Subject Property, in whole or part, is transferred to successors in interest, further amendments relating to the Subject Property may be made by and between the Village and the title holders to the Subject Property without consent required by the Property Owner.

9. Notice and Default. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party alleging the breach shall provide notice to the party alleged to be in default specifying the nature of said default, and thirty (30) days elapses from the receipt of said default notice without the default being cured. Notice shall be in writing and delivered via certified mail, addressed as follows:

Village Clerk: Karla Thomas
Village of Richmond
5600 Hunter Drive
Richmond IL 60071

Attorney: Brandy Quance, Village Attorney
Zukowski, Rogers, Flood and McArdle
50 Virginia Street
Crystal Lake, IL 60014

Owner: Robert Heaney
8621 US HWY 12
Richmond, Illinois 60071

10. Integration. This Agreement supersedes all prior agreements between and among the parties to the extent any prior agreement relates to the Subject Property. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between and among the parties relative to the subject matter hereof, and, subject to the provisions of this Agreement, there are no promises,

agreements, conditions, or understandings, either oral or written, express or implied, between or among the parties.

11. Waiver. The failure of the Village to insist, in any one or more instances, upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant, or condition and the obligations of the Property Owner shall continue in full force and effect.

12. Severability. If any provision of this Agreement, other than the provisions relating to the requested zoning changes described herein and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised herefrom and invalidity thereof shall not affect any of the other provisions contained herein.

13. Third-Party Beneficiaries. No provision of this Agreement is intended to benefit, nor shall any provision of this Agreement benefit, any party, individual or entity other than a Party to this Agreement or its successor or assign.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date indicated above.

VILLAGE OF RICHMOND, an Illinois municipal corporation

By: _____
Toni Wardanian, Village President

Attest: _____
Karla L. Thomas, Village Clerk

ROBERT HEANEY

Robert Heaney

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST BOUNDARY LINE OF STATE HIGHWAY BOND ISSUE ROUTE NO. 61 (ACCORDING TO THE LOCATION OF SAID HIGHWAY AS DESCRIBED IN THE DEDICATION FROM GUS SMITH AND WIFE TO THE PEOPLE OF THE STATE OF ILLINOIS, RECORDED AUGUST 11, 1927 IN BOOK 12 OF MISCELLANEOUS RECORDS, PAGE 121) AT A POINT 284.39 FEET NORTHERLY (MEASURED ALONG SAID WESTERLY BOUNDARY LINE OF SAID STATE HIGHWAY) FROM THE NORTH LINE OF A PIECE OF LAND CONVEYED BY A. L. AUSTIN AND WIFE TO CHARLES H. FOLEY, BY WARRANTY DEED DATED JANUARY 28, 1901 AND RECORDED IN DEED RECORD BOOK 101, PAGE 618, AND RUNNING THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID STATE HIGHWAY, 138.4 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES, 28 MINUTES TO THE LEFT FROM A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 158.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, 138.4 FEET; THENCE EASTERLY, 156 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN: 04-21-100-005

ORDINANCE NO. 2026-__

An Ordinance Annexing the Property Located at 8621 US Highway 12 to the Village of Richmond, Illinois

WHEREAS, Robert Heaney (the "Owner") has petitioned the Village of Richmond, an Illinois municipal corporation, (the "Village"), to annex the property commonly known as 8621 US Highway 12, Richmond, Illinois and assigned property identification number 04-21-100-005 (the "Property"); and

WHEREAS, pursuant to the Illinois Municipal Code, the corporate authorities of the Village have caused notice to be published that they are contemplating annexing the "Territory", as hereinafter defined, and sent such notice to township trustees and officials and others; and

WHEREAS, the Territory is not within the corporate limits of any municipality, other than the County of McHenry, and is contiguous to the corporate boundaries of the Village of Richmond; and

WHEREAS, it is in the best interests of the Village that the Territory be annexed thereto.

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: That the following legally described territory is hereby annexed to the Village of Richmond:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST BOUNDARY LINE OF STATE HIGHWAY BOND ISSUE ROUTE NO. 61 (ACCORDING TO THE LOCATION OF SAID HIGHWAY AS DESCRIBED IN THE DEDICATION FROM GUS SMITH AND WIFE TO THE PEOPLE OF THE STATE OF ILLINOIS, RECORDED AUGUST 11, 1927 IN BOOK 12 OF MISCELLANEOUS RECORDS, PAGE 121) AT A POINT 284.39 FEET NORTHERLY (MEASURED ALONG SAID WESTERLY BOUNDARY LINE OF SAID STATE HIGHWAY) FROM THE NORTH LINE OF A PIECE OF LAND CONVEYED BY A. L. AUSTIN AND WIFE TO CHARLES H. FOLEY, BY WARRANTY DEED DATED JANUARY 28, 1901 AND RECORDED IN DEED RECORD BOOK 101, PAGE 618, AND RUNNING THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID STATE HIGHWAY, 138.4 FEET: THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES, 28 MINUTES TO THE LEFT FROM A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 158.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE

CHICAGO AND NORTHWESTERN RAILROAD COMPANY, 138.4 FEET;
THENCE EASTERLY, 156 FEET TO THE PLACE OF BEGINNING, IN
MCHENRY COUNTY, ILLINOIS.

Address: 8621 US Highway 12, Richmond, Illinois 60071
PIN: 04-21-100-005

A depiction of the annexation comprising the Territory is attached hereto and incorporated herein as Exhibit A. The Territory does not include any right of way which has been previously and validly annexed to another municipality.

SECTION 2: The Village of Richmond Clerk is directed to record in the Office of the Recorder of Deeds and to file in the Office of the County Clerk of McHenry County, Illinois, and the post office serving the Territory, a certified copy of this Ordinance, together with the depiction of annexation of the Territory hereby annexed.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

AYE:
NAY:
ABSENT:
ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)
ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____
Approved: _____
Published: _____

ORDINANCE NO. 2026-___

An Ordinance for Reclassification and Zoning Map Amendment for 8621 US Highway 12, Village of Richmond, County of McHenry, Illinois

WHEREAS, Robert Heaney (the "Owner") is the record title owner of that certain property zoned Single-Family Residential (R-1) upon annexation, consisting of approximately 0.50 acres, commonly known as 8621 US Highway 12 in the Village (the "Property"); and

WHEREAS, the Owner has filed a petition for change of zoning and zoning map amendment from Single-Family Residential (R-1) to General Business (GB) upon annexation; and

WHEREAS, a public hearing was held by the Village of Richmond Plan Commission, after due notice in the manner provided by law; and

WHEREAS, after deliberation the Plan Commission voted (6 aye, 0 nay, 0 absent, 0 abstain) to recommend to the President and Board of Trustees of the Village of Richmond in support of the change of zoning and zoning map amendment; and

WHEREAS, the President and Board of Trustees have considered the findings of fact, based upon the evidence presented at the public hearing, and the recommendation of the Plan Commission; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the change of zoning and zoning map amendment to the Owner, subject to the conditions, restrictions, and provisions of this Ordinance.

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: The above recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: The Property, legally described as follows, shall be zoned General Business (GB):

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST BOUNDARY LINE OF STATE HIGHWAY BOND ISSUE ROUTE NO. 61 (ACCORDING TO THE LOCATION OF SAID HIGHWAY AS DESCRIBED IN THE DEDICATION FROM GUS SMITH AND WIFE TO THE PEOPLE OF THE STATE OF ILLINOIS, RECORDED AUGUST 11, 1927 IN BOOK 12 OF MISCELLANEOUS RECORDS, PAGE 121) AT A POINT 284.39 FEET NORTHERLY (MEASURED ALONG SAID WESTERLY

BOUNDARY LINE OF SAID STATE HIGHWAY) FROM THE NORTH LINE OF A PIECE OF LAND CONVEYED BY A. L. AUSTIN AND WIFE TO CHARLES H. FOLEY, BY WARRANTY DEED DATED JANUARY 28, 1901 AND RECORDED IN DEED RECORD BOOK 101, PAGE 618, AND RUNNING THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID STATE HIGHWAY, 138.4 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 91 DEGREES, 28 MINUTES TO THE LEFT FROM A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 158.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, 138.4 FEET; THENCE EASTERLY, 156 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN: 04-21-100-005

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

AYE:
NAY:
ABSENT:
ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)
ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____
Approved: _____
Published: _____

ORDINANCE NO. 2026-___

An Ordinance Authorizing the Execution of an Annexation Agreement between the Village of Richmond and Gary and Lisa Leker Relative to 4816 Kuhn Road, Richmond, Illinois

WHEREAS, Gary and Lisa Leker (the "Owners") have represented to the Village of Richmond, an Illinois municipal corporation, (the "Village"), that they are the owners of record of property commonly known as 4816 Kuhn Road, Richmond, Illinois and assigned property identification number 04-22-100-008 (the "Property"); and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, has not been annexed to any municipality, is contiguous to the corporate boundaries of the Village and may be annexed to the Village; and

WHEREAS, the Village desires to enter into that certain Annexation Agreement and attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the Owners and the Village are ready, willing, and able to enter into the Agreement and perform the obligations as required therein; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, a public hearing has been held pursuant to lawful notice and the Owners and the Village have otherwise complied fully with all laws and ordinances applicable to the Agreement; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the Village to approve and execute the Agreement.

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: The above recitals are incorporated into, and made a part of, this Ordinance.

SECTION 2: The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, the Agreement.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

AYE:
NAY:
ABSENT:
ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)
ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____
Approved: _____
Published: _____

**GARY LEKER AND LISA LEKER
ANNEXATION AGREEMENT**

This Annexation Agreement (the "Agreement") is made and entered into this _ day of _____, 2026, by and between the **VILLAGE OF RICHMOND**, an Illinois municipal corporation ("Village"), GARY LEKER and LISA LEKER, ("Property Owners").

RECITALS

- A. The Property Owners hold fee simple title to the real estate legally described on Exhibit A and depicted on Exhibit B, attached hereto and made a part of this Agreement by reference, hereinafter referred to as the "Subject Property" or "Property."
- B. The Subject Property is currently located in unincorporated McHenry County and is zoned A-I Agriculture District pursuant to the McHenry County Unified Development Ordinance (also referred to as the "McHenry County UDO").
- C. The Property Owners have filed with the Village Clerk a Petition for Annexation of the Subject Property to the Village, contingent upon the terms and provisions of this Agreement, which Petition has been filed in accordance with 65 ILCS 5/7-1-8, and the ordinances of the Village.
- D. The Subject Property is located on the north side of Kuhn Road and south of Glacier Ridge Drive, approximately one quarter of a mile northeast of the intersection of U.S. Highway Route 12 and Kuhn Road. The Subject Property contains 4.5 acres, more or less. Its street address is 4816 Kuhn Road, Richmond, Illinois, and the Subject Property is currently vacant and improved with a driveway approach and culvert near the southeast corner.
- E. The Subject Property has no electors residing thereon.
- F. The Subject Property is not within the corporate boundaries of any municipality or subject to an annexation agreement with any other municipality, and is presently contiguous to and may be annexed to the Village in accordance with 65 ILCS 5/7-1-1, et seq.
- G. The Property Owners desire to annex the Subject Property to the Village in accordance with the terms of this Agreement.
- H. The Village has determined that the annexation of the Subject Property in accordance with the terms of this Agreement is in the best interest of the Village, will promote sound planning and growth of the Village, and otherwise enhance and promote the general welfare of the Village and its residents.
- I. The Village does not provide library or fire protection services to the Subject Property, so notice to the Fire Protection District or Public Library District of the annexation of the Subject Property is not required.

J. This Agreement is made pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, et seq.

K. Prior to the date of this Agreement, all public hearings were held upon proper notice and publications as are required for the Village to effect the terms of this Agreement

NOW THEREFORE, IN CONSIDERATION OF THEIR RESPECTIVE AGREEMENTS SET OUT HEREIN, THE VILLAGE AND PROPERTY OWNER HEREBY AGREE AS FOLLOWS:

1. Recitals. The recitals set forth above are material terms of this Agreement and are hereby incorporated as substantive terms of this Agreement.

2. Annexation. Upon execution of this Agreement, as allowable by law, the Village shall enact an ordinance annexing the Subject Property. A copy of said ordinance, together with an accurate plat of the Subject Property, shall be filed with the County Clerk of McHenry County and recorded with the Recorder of Deeds of McHenry County. This Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the Subject Property is zoned and classified as provided in this Agreement by the adoption of ordinances by the Village immediately following the execution of this Agreement.

3. Zoning. Immediately following the annexation of the Subject Property, the Village shall adopt an ordinance granting a zoning map amendment to R-1 Single-Family Residential District.

4. Single-Family Residence. The Property Owners may construct one single-family residence and support structures in compliance with the Village of Richmond Unified Development Ordinance.

5. Livestock and Poultry. The uses allowed under the McHenry County UDO permitting the Property Owners to maintain up to twenty (20) livestock and/or poultry for strictly personal and non-commercial purposes shall continue and Section 13.10 of the Village of Richmond Municipal Code shall not apply. Upon separation, sale, or any transfer of the Subject Property's ownership, this Section shall be void, the uses allowed under the McHenry County UDO shall no longer be allowed, and all applicable ordinances regarding animals, including Section 13.10 of the Village of Richmond Municipal Code, shall be in full force and effect.

6. Water and Sewer Service. The parties acknowledge that municipal water and sanitary sewer service is not available to the Subject Property. Any private well and private sanitary sewer system to support the single-family residence shall be in compliance with applicable McHenry County Health Ordinances.

7. Fee Waiver. Because the Property Owners do not propose any additional or new business use of the Subject Property, the Village agrees to waive all acreage or annexation

fees due or payable pursuant to the ordinances of the Village. In the event the Subject Property is re-subdivided, acreage fees will be paid in accordance with the Village ordinances in place at the time of the subdivision. No park or school donations shall be required by reason of the annexation of the Subject Property. In the event all or some part of the Subject Property is used for residential purposes, other than as set forth in Section 4, such school and park donations shall be paid pursuant to Village ordinances.

8. Ordinance Changes. No change or modification of any ordinance, code or regulation shall be applied during the term of this Agreement so as to affect the zoning classification of the Subject Property, and the uses permitted herein or by the zoning ordinance of the Village of Richmond in effect as of the date of this Agreement as hereinbefore provided. Except as modified by the terms and provisions of this Agreement, the Property Owners shall comply in all respects with the conditions and requirements of all ordinances of the Village applicable against similar property within the Village as they may exist from time to time including but not limited to those requiring issuances of permits or the payment of fees thereof.

9. Binding Effect and Term/Enforcement. This Agreement shall be binding upon and inure to the benefit of the parties hereto in accordance with statutory provisions, successor owners of the record and their heirs, assigns, and lessees, and upon successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof, and any extended time agreed to by amendment to this Agreement. Neither the Village nor the Property Owners shall at any time assert the invalidity or unenforceability of this Agreement, or any provision in this Agreement, nor shall either party contest the validity or enforceability of this Agreement. Any and all lawsuits filed by any party hereto, involving a controversy or dispute with regard to this Agreement, or development of the Subject Property, shall be filed exclusively in the 22nd Judicial Circuit Court, McHenry County, Illinois and the prevailing party shall be entitled to recover, from the non-prevailing party, all of its reasonable expenses incurred, including attorney fees. The laws of the State of Illinois shall apply.

10. Amendment. This Agreement may only be amended by written instrument executed by all parties hereto. Provided, however, in the event title of the Subject Property, in whole or part, is transferred to successors in interest, further amendments relating to the Subject Property may be made by and between the Village and the title holders to the Subject Property without consent required by the Property Owners.

11. Notice and Default. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party alleging the breach shall provide notice to the party alleged to be in default specifying the nature of said default, and thirty (30) days elapses from the receipt of said default notice without the default being cured. Notice shall be in writing and delivered via certified mail, addressed as follows:

Village Clerk:

Karla Thomas
Village of Richmond
5600 Hunter Drive

Richmond IL 60071

Attorney:

Brandy Quance
Zukowski, Rogers, Flood and McArdle
50 Virginia Street
Crystal Lake, IL 60014

Owner:

Gary Leker & Lisa Leker
4816 Kuhn Road
Richmond, Illinois 60071

12. Integration. This Agreement supersedes all prior agreements between and among the parties to the extent any prior agreement relates to the Subject Property. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between and among the parties relative to the subject matter hereof, and, subject to the provisions of this Agreement, there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among the parties.

13. Waiver. The failure of the Village to insist, in any one or more instances, upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant, or condition and the obligations of the Property Owners shall continue in full force and effect.

14. Severability. If any provision of this Agreement, other than the provisions relating to the requested zoning changes described herein and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised herefrom and invalidity thereof shall not affect any of the other provisions contained herein.

15. Third-Party Beneficiaries. No provision of this Agreement is intended to benefit, nor shall any provision of this Agreement benefit, any party, individual or entity other than a Party to this Agreement or its successor or assign.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date indicated above.

VILLAGE OF RICHMOND, an Illinois municipal corporation

Toni Wardanian, Village President

Attest: _____
Karla L. Thomas, Village Clerk

Gary Leker

Lisa Leker

EXHIBIT A
LEGAL DESCRIPTION

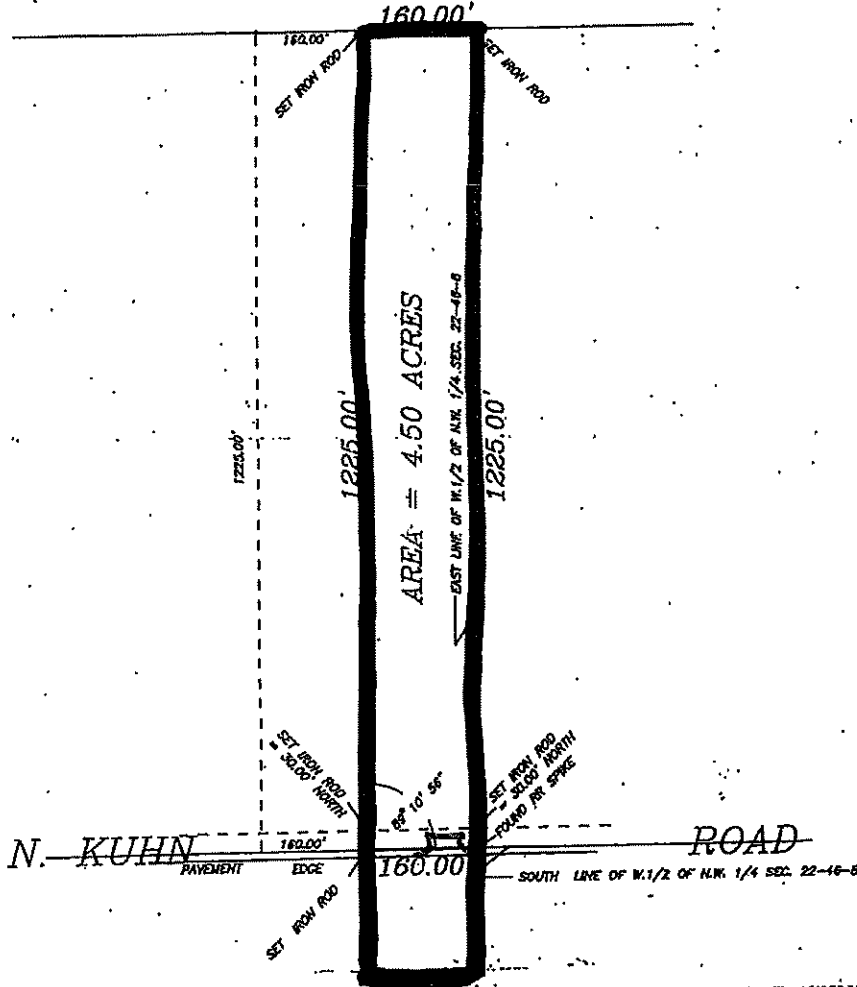
THE EAST 160.0 FEET OF THE EAST 320.0 FEET OF THE SOUTH 1225.0 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

PIN: 04-22-100-008

**EXHIBIT B
DEPICTION OF ANNEXATION**

Plat of Survey

THE EAST 160.0 FEET OF THE EAST 320.0 FEET OF THE SOUTH 1225.0 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.



NOTE:
FOR BUILDING LINES AND EASEMENTS, REFER TO ABSTRACT OF TITLE FOR
POSSIBLE ADDITIONAL EASEMENTS, COVENANTS, RESTRICTIONS OR OTHER
ENCUMBRANCES UPON SUBJECT PROPERTY. REFER TO VILLAGE, CITY OR COUNTY
CODES FOR FRONT, SIDE AND/OR REAR BUILDING SETBACK RESTRICTIONS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ORDERED BY: RESS EPTHALE
ORDER NO.: 070546A



EXPS. 11-30-08

SCALE: 1" = 40'
Distances are given in feet & decimals.

SOME DIMENSIONS OR ANGLES ARE NOT TO BE
ASSUMED FROM SCALE(S).

DATE: MAY 31, 2007

STATE OF ILLINOIS, }
COUNTY OF MCHENRY } SS

This is to certify that we have surveyed the above
described property according to the Official Survey, and the above
plat correctly represents said survey.

Ronald Leipritz
ILL. PROFESSIONAL SURVEYOR NO. 11311

R L S LAND SURVEYORS
406 MENGE ROAD
MARENGO, IL 60152
(815) 943-5490

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

ORDINANCE NO. 2026-___

An Ordinance Annexing the Property Located at 4816 Kuhn Road to the Village of Richmond, Illinois

WHEREAS, Gary and Lisa Leker (the "Owners") have petitioned the Village of Richmond, an Illinois municipal corporation, (the "Village"), to annex the property commonly known as 4816 Kuhn Road, Richmond, Illinois and assigned property identification number 04-22-100-008; and

WHEREAS, pursuant to the Illinois Municipal Code, the corporate authorities of the Village have caused notice to be published that they are contemplating annexing the "Territory", as hereinafter defined, and sent such notice to township trustees and officials and others; and

WHEREAS, the Territory is not within the corporate limits of any municipality, other than the County of McHenry, and is contiguous to the corporate boundaries of the Village of Richmond; and

WHEREAS, it is in the best interests of the Village that the Territory be annexed thereto.

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: That the following legally described territory is hereby annexed to the Village of Richmond:

THE EAST 160.0 FEET OF THE EAST 320.0 FEET OF THE SOUTH 1225.0 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

Address: 4816 Kuhn Road, Richmond, Illinois 60071
PIN: 04-22-100-008

A depiction of the annexation comprising the Territory is attached hereto and incorporated herein as Exhibit A. The Territory does not include any right of way which has been previously and validly annexed to another municipality.

SECTION 2: The Village of Richmond Clerk is directed to record in the Office of the Recorder of Deeds and to file in the Office of the County Clerk of McHenry County, Illinois, and the post office serving the Territory, a certified copy of this Ordinance, together with the depiction of annexation of the Territory hereby annexed.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain

and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

AYE:
NAY:
ABSENT:
ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)
ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____
Approved: _____
Published: _____

ORDINANCE NO. 2026-___

An Ordinance for a Use Variance for 4816 Kuhn Road, Village of Richmond, County of McHenry, Illinois

WHEREAS, Gary and Lisa Leker (the "Owners") are the record title owner of that certain property zoned Single-Family Residential (R-1) upon annexation, consisting of approximately 4.50 acres, commonly known as 4816 Kuhn Road in the Village (the "Property"); and

WHEREAS, the Owners have filed a petition a use variance to allow a non-commercial farm use as a permitted use for the Property with up to twenty (20) livestock and/or poultry. A non-commercial farm use is not a permitted use under Section 5.2.1., Table of Permitted Uses, in the Village of Richmond Unified Development Ordinance; and

WHEREAS, a public hearing was held by the Village of Richmond Plan Commission, after due notice in the manner provided by law; and

WHEREAS, after deliberation the Plan Commission voted (X aye, X nay, X absent, X abstain) to recommend to the President and Board of Trustees of the Village of Richmond in support of the use variance; and

WHEREAS, the President and Board of Trustees have considered the findings of fact, based upon the evidence presented at the public hearing, and the recommendation of the Plan Commission; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the use variance to the Owners, subject to the conditions, restrictions, and provisions of this Ordinance.

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: The above recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: The Property, legally described as follows, shall be allowed a use variance to allow a non-commercial farm use as a permitted use for the Property with up to twenty (20) livestock and/or poultry:

THE EAST 160.0 FEET OF THE EAST 320.0 FEET OF THE SOUTH 1225.0 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PIN: 04-22-100-008

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

AYE:
NAY:
ABSENT:
ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)
ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____
Approved: _____
Published: _____