

Exhibit "D"

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Crest Hill, Illinois ("City"):

WHEREAS, LENNY'S CREST HIL REAL ESTATE DEVELOPMENT, LLC (the "**Applicant**") is the authorized representative of RR CREST HILL, LLC (the "**Owner**") owner of that certain real property commonly known as 16664 Weber Road, Crest Hill and was previously part of PIN: 11-04-19-400-007 (the "Subject Property") for use in connection with a Planned Unit Development, specifically a Gas N Wash fuel station, car wash, and convenience store; and

WHEREAS, Ordinance No. ____, approved and passed by the Crest Hill City Council on May 6, 2024, ("the **Ordinance**"), approved a B-3 Special Use Permit and major Planned Unit Development change to permit certain interim driveway improvements on the 0.84 acres of property to the west of the Gas N Wash property; and

WHEREAS, Section 4 of the Ordinance provides, among other things, that the Ordinance shall not take effect, and subject to repeal unless and until the Applicant and Owner have executed, within 60 days following the passage of the Ordinance, this Exhibit "D", its Unconditional Agreement and Consent to accept and abide by all the terms, conditions, and limitations set forth in the Ordinance.

NOW, THEREFORE, the Applicant and Owner do hereby agree, and covenant as follows:

1. The Applicant and Owner hereby unconditionally agrees to, accept, consent to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and Owner acknowledges that all required public notices and hearings have been properly given and held with respect to the application process and passage of the Ordinance, understands and has considered the possibility of revocation or repeal of the Ordinance as a result of violation of its terms or failure to abide by the conditions set forth in the Ordinance, and agrees, covenants and warrants that it will not challenge any such revocation on the basis of any procedural infirmity or a denial of any procedural right, provided that the will provide the Applicant and Owner with written notice of the City's intent to Repeal or Revoke the Ordinance.

3. The Applicant and Owner acknowledges and agrees that the City shall not be in any way liable for any damages or injuries that may be sustained as a result of the City's granting of the Special Use and major Planned Unit Development change or its passage of the Ordinance, and that the City's approvals do not, and will not, in any way be deemed to insure the Applicant and Owner against damage or injury of any kind at any time.

4. The Applicant and Owner hereby agrees to release, defend, indemnify and hold harmless the City of Crest Hill, its corporate authorities, elected and appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against them in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the City's passage of the Ordinance, and (c) the maintenance and use of the Property as authorized by the Ordinance.

5. The undersigned are authorized representatives of the Applicant and Owner duly authorized and empowered to execute this Unconditional Agreement and Consent on behalf of the Applicant and Owner.

[Signature page to follow]

APPLICANT: LENNY'S CREST HIL REAL ESTATE DEVELOPMENT, LLC

By: _____

Its: _____

OWNER: RR CREST HILL, LLC

By: _____

Its: _____

SUBSCRIBED and **SWORN** to before me
this _____ day of _____, 2024.

Notary Public

DRAFT