

**EXHIBIT "C"**  
**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, KT-REX, LLC Plainfield RD. SER (the "**Owner**") is the owner of that certain real property commonly known as 1815 Plainfield Road, Crest Hill, Illinois ("**Property**"); and

**WHEREAS**, Caliber Holdings, LLC., a Delaware corporation registered to do business in The State of Illinois ("the **Applicant**"), owns and operates an auto repair facility on the Property; and

**WHEREAS**, Ordinance No. \_\_\_\_\_, approved and passed by the Crest Hill City Council on December 4, 2023, ("the **Ordinance**"), approved a Special Use Permit to allow an auto repair facility on the Property, subject to certain enumerated and specified conditions; 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 has executed, within 60 days following the passage of the Ordinance, this Exhibit "C", its Unconditional Agreement and Consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance.

**NOW, THEREFORE**, the Applicant does hereby agree, and covenant as follows:

1. The Applicant hereby unconditionally agrees to, accept, consent to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that 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 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 notice of the City's intent to Repeal or Revoke the Ordinance is provided to the Applicant as required by Section 5 of the Ordinance.
3. The Applicant 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 Permit 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 against damage or injury of any kind at any time.
4. The Applicant 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.

*[signature page to follow]*

**Caliber Holdings, LLC**

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

Its: \_\_\_\_\_

**SUBSCRIBED** and **SWORN** to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public