

**AN ORDINANCE GRANTING A SPECIAL USE  
FOR A DRIVE-THRU AT 1458 GOLF ROAD  
(Chipotle Mexican Grill)**

**WHEREAS**, NARE Real Estate ("**Petitioner**") is the owner of the property commonly known as 1458 Golf Road within the City's C-2 Corridor Commercial zoning district and the Marketplace of Rolling Meadows Planned Development, which property is legally described in **Exhibit A** to this Ordinance ("**Subject Property**"); and

**WHEREAS**, in order to allow for the relocation of a Chipotle Mexican Grill ("**Restaurant**") to a tenant space within the Subject Property, Petitioner requested that the City grant a special use for a drive-thru, including a reduction in the number of drive-thru stacking spaces from 5 to 4, which reduction is not considered a variation under the Zoning Ordinance (the "**Requested Relief**"); and

**WHEREAS**, the City's Planning and Zoning Commission ("**PZC**"), after notice was provided as required by law, conducted a public hearing on July 5, 2023 at a regular meeting to consider the Requested Relief; and

**WHEREAS**, after taking and considering all testimony presented at the public hearing, the PZC made the findings of fact enumerated in **Exhibit B** and recommended that the City Council approve the Requested Relief; and

**WHEREAS**, the Corporate Authorities of the City of Rolling Meadows have determined that it would be in the best interest of the City to approve the Requested Relief in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Rolling Meadows, Illinois:

**Section 1:** Recitals. The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

**Section 2:** Grant of Special Use Permit. Pursuant to the standards and procedures set forth in Section 122-395 ("Special uses") and the City's home rule authority, and subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Petitioner is hereby granted a special use permit for a drive-thru facility for the operation of the Restaurant on the Subject Property.

**Section 3:** The Special Use granted in Sections 3 of this Ordinance is hereby expressly subject to and contingent on each of the following conditions, restrictions, and provisions:

- A. No Authorization of Work. The approvals granted pursuant to this Ordinance do not authorize the development, construction, reconstruction, alteration, demolition, or moving of any buildings or structures on the Subject Property, but merely authorize the preparation, filing, and processing of applications for any permits or approvals that may be required by the codes and ordinances of the City, including without limitation demolition and building permits.
- B. Compliance with Plans. Except for minor changes and site work approved by the Zoning Administrator, the Restaurant and the Subject Property must be developed, used, and maintained in substantial compliance with the plans attached as **Exhibit C** (collectively "**Plans**").
- C. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance, the Restaurant, the Subject Property, and all operations conducted thereon and therein must comply at all times with all applicable federal, state, and City statutes, ordinances, resolutions, rules, codes, and regulations, including, without limitation, this Ordinance.

**Section 4:**

- A. The City shall not be obligated to issue, and may withhold, building permits, certificates of occupancy, and other approvals that do not completely comply with and satisfy the conditions, restrictions, and provisions of this Ordinance.
- B. Upon failure or refusal of the Petitioner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Special Use granted in Section 3 of this Ordinance may, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void and of no force and effect.

**Section 5:** The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for and inure to the benefit of and run with and bind the Subject Property, unless otherwise explicitly set forth in this Ordinance.

**Section 6:** Nothing in this Ordinance shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

**Section 7:**

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
  - i. Passage by the Corporate Authorities of the City of Rolling Meadows in the manner required by law;
  - ii. Publication in pamphlet form in the manner required by law; and,
  - iii. The filing by the Petitioner with the City Clerk, for recording in the Office of the Cook County Clerk, of an unconditional agreement and

consent to accept and abide by each and all of the terms, conditions and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Petitioner. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit D**.

- B. In the event that the Petitioner does not file with the City Clerk the unconditional agreement and consent required by Paragraph 7.A.iii of this Ordinance within 60 days after the date of final passage of this Ordinance, the Corporate Authorities will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

**PASSED AND APPROVED** by the City Council of Rolling Meadows, Cook County, Illinois this 25<sup>th</sup> day of July, 2023.

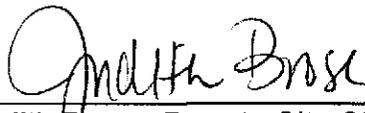
AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien

NAYS: 0

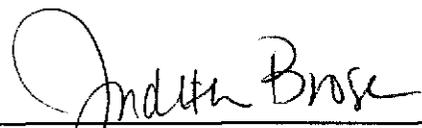
ABSENT: Vinezeano

  
\_\_\_\_\_  
Lara Sanoica, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

Published this 27<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**Exhibit A**

**Legal Description of Subject Property**

**(Commonly Known As 1458 Golf Road)**

PARCEL 1:

LOTS 3, 8, AND 9 IN THE RESUBDIVISION OF MARKETPLACE OF ROLLING MEADOWS, BEING A RESUBDIVISION IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 27, 1999 AS DOCUMENT NUMBER 99910798, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND RIGHTS TO THE USE OF COMMON AREAS FOR THE PURPOSES FOR WHICH THEY ARE PROVIDED AND INTENDED, INCLUDING, BUT NOT LIMITED TO (A) INGRESS, EGRESS, ACCESS, LOADING AND UNLOADING, PARKING AND VEHICULAR AND PEDESTRIAN TRAFFIC, INCLUDING COMMERCIAL VEHICLE TRAFFIC SUCH AS DELIVERY TRUCKS, UPON OR ACROSS, AS APPLICABLE, THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS OR SERVICE DRIVES LOCATED WITHIN THE COMMON AREAS; (B) INSTALLATION, OPERATION, MAINTENANCE AND USE OF SANITARY SEWERS, STORM DRAINS, DETENTION BASINS, WHETHER UNDERGROUND OR AT GRADE. WATER, ELECTRIC AND GAS LINES, TELEPHONE LINES, VAULTS, CONDUITS AND TRANSFORMERS AND OTHER UTILITY LINES AND RELATED FACILITIES (WHICH SHALL BE LOCATED UNDERGROUND WHENEVER FEASIBLE); AND (C) USE OF LANDSCAPING, DIRECTION SIGNS AND OTHER AREAS INTENDED FOR COMMON USE, OVER THE LAND AS DESCRIBED IN SAID INSTRUMENT, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JUNE, 1999 AND RECORDED JUNE 23, 1999 AS DOCUMENT NO 99606491 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 1391 AND AS CREATED BY THE DEED FROM REPUBLIC BANK OF CHICAGO UNDER TRUST NUMBER 1391 TO FIRST AMERICAN BANK DATED JULY 10, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT 00568872.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER AND ACROSS THE PORTION OF THE FRONTAGE ROAD RUNNING EAST AND WEST ON THE NORTHERLY PORTION OF THE OUTLOT AS DEPICTED BY CROSS-HATCHING ON THE DRAWING AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS DATED JULY 10, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO 00568872 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER AND ACROSS THE ACCESS AND DRIVEWAY PORTIONS OF THE COMMON AREA OF THE CENTER INCLUDING THE PORTIONS OF THE OUTLOT SET FORTH IN THE OPERATION AND EASEMENT AGREEMENT DATED JULY 21, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO 00568875, THE PORTION FO THE FRONTAGE ROAD RUNNING EAST AND WEST ON THE NORTHERLY PORTION OF THE OUTLOT AS SET FORTH IN THE OPERATION AND EASEMENT AGREEMENT DATED JULY 21, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO 00568875 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391 AND SOUTWIND FINANCIAL, LTD AN ILLINOIS CORPORATION.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION RECORDED JULY 7, 1976 AS DOCUMENT NUMBER 23549143 MADE BY JC PENNEY PROPERTIES, INC, A DELAWARE CORPORATION TO USE, MAINTAIN, REPAIR, REPLACE, AND RELOCATE UTILITIES.

## EXHIBIT B

### **PZC's Adopted Findings of Fact**

#### **Special Use Standards**

**Standard 1: Potential impact:** *The special use shall not unduly impact adjacent or nearby properties or the general health, safety, and welfare of the general area and overall community. Impacts to be considered include ingress and egress to the site, potential traffic impacts from cars and trucks, and impacts to the appearance and character of the area.*

**Petitioner's Findings:** The potential impact of the proposed work will cause the two-way ingress/egress of the property access to the west of project location to be permanently closed due to the site modifications required for the proposed pick-up lane. Access to all adjacent tenants is provided by additional ingress/egress access on the other side of the building near Jersey Mikes. All car stacking will be enveloped within the property and the previous two-way ingress/egress will now be converted into a two-lane wide, ingress one-way only from the access road behind the property.

**Standard 2: Consistency:** *The proposed special use shall be in keeping with the recommendations and intent of the City's Comprehensive Plan, Official Map, and all other plans and policies adopted by the city.*

**Petitioner's Findings:** The proposed special use project for the pick-up window lane and access will be consistent with the recommendation and intent of the City's Comprehensive Plan, Official Map and all other plans and policies adopted by the city. The proposed pick-up extension from the building will comply to the city's designated setbacks, easements and height limitations of structures and will match existing façade exterior materiality in kind that has been approved by the city.

**Standard 3: Trend of development:** *Special uses should be a logical extension of the trend of development in the area around the subject site and not interfere with the use and development of adjacent or nearby properties.*

**Petitioner's Findings:** The proposed special use will adhere to the trend of the development in the area. At the apex during the pandemic, it socially changed people's approach when it came to ordering from, they're favorite restaurants. As a result of it, the app based ordering and pick-up model has been increasingly popular in the past two years. Additionally, from a building standpoint, it will incur minor modifications to accommodate the pick-up extension but will match aesthetically to the existing premises to not differentiate itself from other adjacent premises.

**Standard 4: Public facilities:** Adequate public facilities and services shall be available to serve the special use and the property on which it is located; including, without limitation, storm water, sanitary sewer, water service, public safety service, and waste disposal services.

**Petitioner's Findings:** The proposed special use will not negatively impact the interior facilities during demolition and reconstruction of the site to accommodate pick-up window. The exception to the proposed use is when tenant conducts their interior work in which all utilities will be shut off temporarily due to upgrades and installation on both the water and gas, including the sewer drainpipes pending final inspections. All public facilities and services will be operational again at opening.

**Standard 5: Site design:** The on-site development design shall be understandable to users, safe, and maintainable in terms of road and pedestrian patterns, preserve natural features and incorporate such features into a maintainable development, and provide adequate parking, loading, and site maintenance.

**Petitioner's Findings:** The proposed special use will temporarily shut-off access on the West side of the property to accommodate site reconstruction for proposed drive-thru lane. Two-way traffic at front and back of building will be unobstructed from flow of traffic. No barricades are anticipated, and all pedestrian traffic will not be obstructed during site reconstruction. While we are removing the present two-way ingress/egress and parking to integrate the proposed pick-up lane, necessary pavement markings and vertical signage will be installed to efficiently direct the correct flow of traffic. Additionally, additional signage will be installed appropriately to identify the pick-up entrance location in relation to the site to make all wayfinding friendly to the end-user.

**EXHIBIT C**

**Plans and Operational Documents  
(7 Sheets)**

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Chipotle Mexican Grill is an established global Mexican fast-casual restaurant concept that was founded nearly thirty years ago in Denver, Colorado. Chipotle Mexican Grill is interested in relocating from their current location in the Rolling Meadows area to the proposed location of 1458 Golf Road, Rolling Meadows, IL. This location provides better commuter visibility and a distinct opportunity to provide a drive-thru / pick-up window to better serve the ideal Chipotle Mexican Grill's business model and concept.

Chipotle Mexican Grill will employ approximately twelve (12) employees during the operating hours of 10:45am – 10:00pm, Monday through Sunday. All employee parking will be between the proposed location and Bulldog Ale House due to a cross parking access agreement for the development. Peak hours of operation and traffic are during the lunch hour.

### **Special Use Standards**

**Standard 1: Potential impact:** The special use shall not unduly impact adjacent or nearby properties or the general health, safety, and welfare of the general area and overall community. Impacts to be considered include ingress and egress to the site, potential traffic impacts from cars and trucks, and impacts to the appearance and character of the area.

#### **Response:**

*The potential impact of the proposed work will cause the two-way ingress/egress of the property access to the west of project location to be permanently closed due to the site modifications required for the proposed pick-up lane. Access to all adjacent tenants is provided by additional ingress/egress access on the other side of the building near Jersey Mikes. All car stacking will be enveloped within the property and the previous two-way ingress/egress will now be converted into a two-lane wide, ingress one-way only from the access road behind the property.*

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Response:

*The proposed special use will adhere to the trend of the development in the area. At the apex during the pandemic, it socially changed people's approach when it came to ordering from, they're favorite restaurants. As a result of it, the app based ordering and pick-up model has been increasingly popular in the past two years. Additionally, from a building standpoint, it will incur minor modifications to accommodate the pick-up extension but will match aesthetically to the existing premises to not differentiate itself from other adjacent premises.*

**Standard 4: Public facilities:** Adequate public facilities and services shall be available to serve the special use and the property on which it is located; including, without limitation, storm water, sanitary sewer, water service, public safety service, and waste disposal services.

Response:

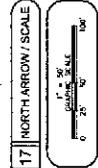
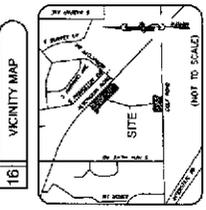
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Response:

*The proposed special use will temporarily shut-off access on the West side of the property to accommodate site reconstruction for proposed drive-thru lane. Two-way traffic at front and back of building will be unobstructed from flow of traffic. No barricades are anticipated, and all pedestrian traffic will not be obstructed during site reconstruction. While we are removing the present two-way ingress/egress and parking to integrate the proposed pick-up lane, necessary pavement markings and vertical signage will be installed to efficiently direct the correct flow of traffic. Additionally, additional signage will be installed appropriately to identify the pick-up entrance location in relation to the site to make all wayfinding friendly to the end-user.*





**19** SURVEY DRAWING

**9** LEGEND

1	Lot Area
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**12** PARKING INFORMATION

12.1 100 SPACES  
12.2 100 SPACES  
12.3 100 SPACES

**13** LAND AREA

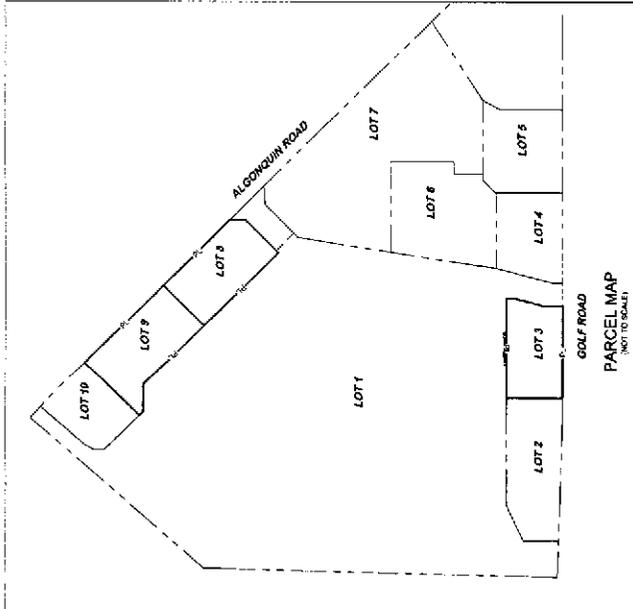
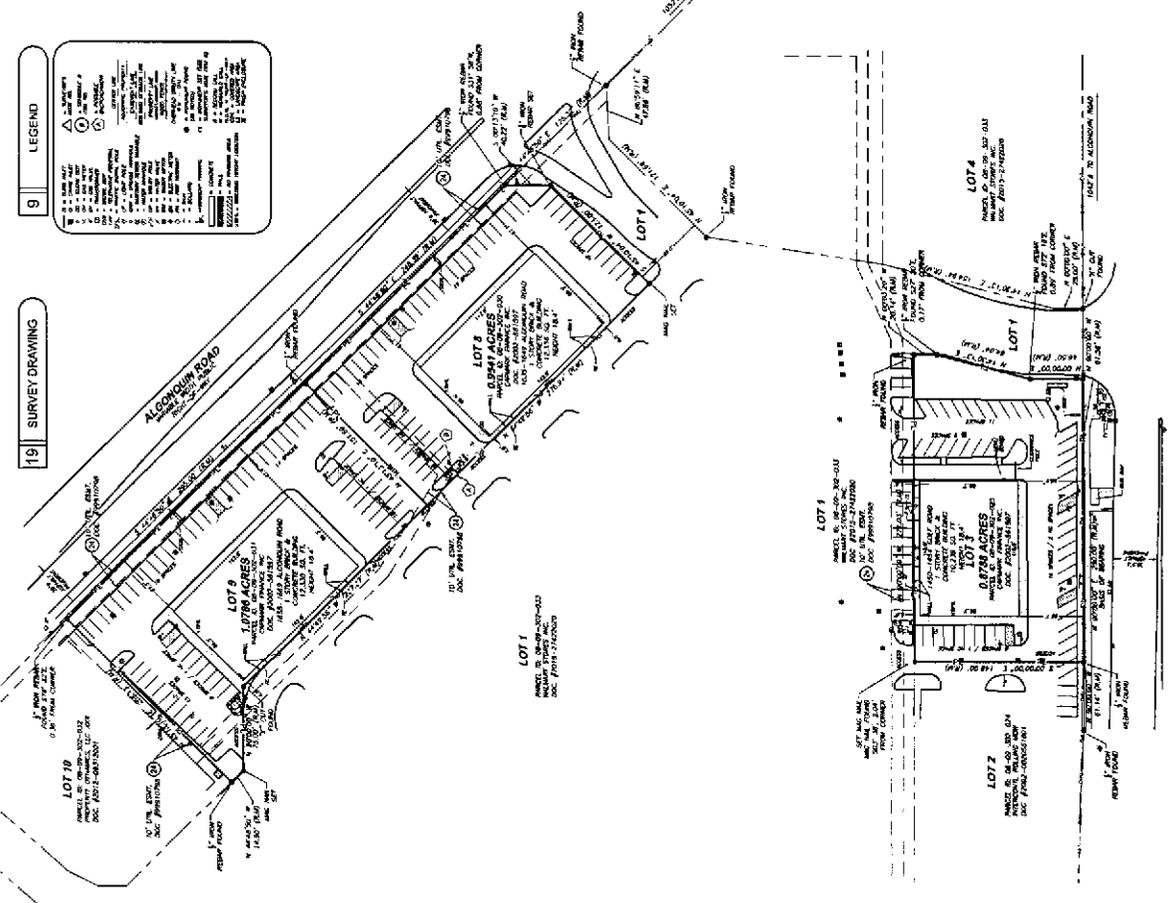
13.1 100 SQ. FT.  
13.2 100 SQ. FT.  
13.3 100 SQ. FT.

**14** BUILDING AREA

14.1 100 SQ. FT.  
14.2 100 SQ. FT.  
14.3 100 SQ. FT.

**15** BUILDING HEIGHT

15.1 10 FT.  
15.2 10 FT.  
15.3 10 FT.



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**18** ALTAMPS Land Title Survey  
This survey was conducted in accordance with the Ontario Land Titles Act, R.S.O. 1990, Chapter L1, and the Ontario Land Titles Regulations, R.R.O. 1990, Chapter 1214.

**CDS**  
COMMERCIAL DUE DILIGENCE SERVICES  
2000 Victoria Park Avenue, Suite 1000  
Markham, Ontario M3R 1V7  
Tel: (905) 477-7878  
Fax: (905) 477-7879

Prepared For:  
Altamps Inc.

**20** PROJECT ADDRESS  
1450-1458 Golf Road  
Markham, Ontario  
1655-1659 Algonquin Road  
Rolling Meadows, Illinois

Project Name:  
Rolling Meadows Shopping Center  
CDS Project Number:  
16-10-0001



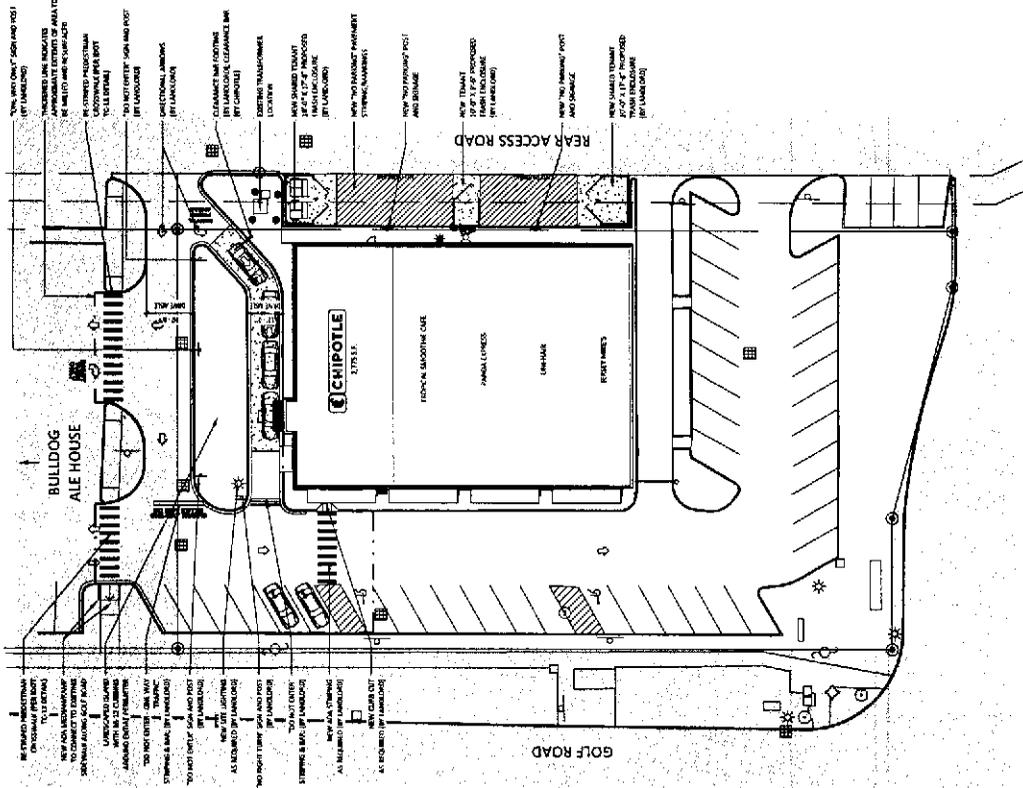
PROJECT NO. 1458  
 STORE NO. 4630  
 1458 GOLF RD.  
 ROLLING MEADOWS, IL 60008

NOT FOR CONSTRUCTION

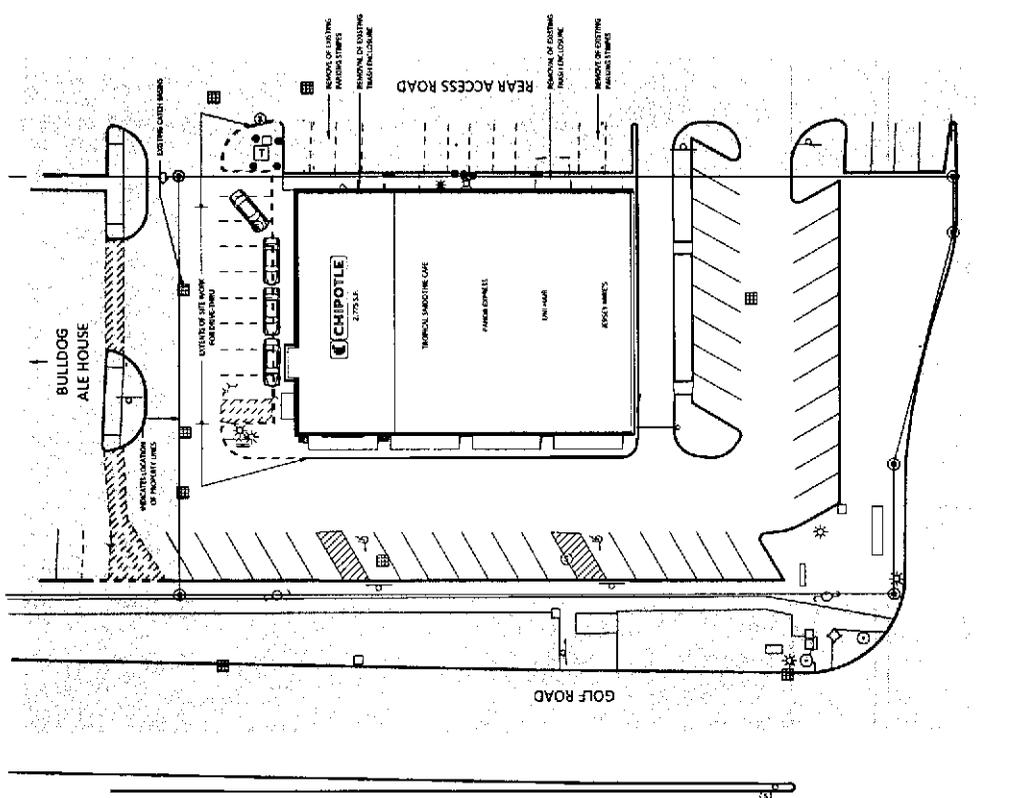
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CHECKED BY	
DATE	
AUTHORITY	CONCEPT PLANS
DATE	

CONCEPT PLANS

SD-001



2 PROPOSED SITE PLAN  
 SCALE: 1/4" = 20'-0"



1 EXISTING SITE PLAN  
 SCALE: 1/4" = 20'-0"

## **I. Executive Summary:**

This Operations Study is being prepared at the request of Chipotle Mexican Grill in association with the Chipotlane pick-up window which has been implemented across the country by Chipotle Mexican Grill. The purpose of this Operations Study is to analyze the operational characteristics of the Chipotlane pick-up window to determine the typical volumes, queue lengths and service times associated with this new configuration. This study will analyze the operation of six (6) existing Chipotlanes at high-volume locations with two (2) restaurants in the Los Angeles, California area, two (2) restaurants in the Boston, Massachusetts area, and two (2) restaurants in the Columbus, Ohio area.

A mobile pick-up window has been implemented at select Chipotle locations, referred to as a Chipotlane. These windows were first introduced in 2019 and allow customers to pick up an order without having to park their vehicle and walk into the restaurant. This pick-up window is only available to those customers who have placed a prior order via the Chipotle mobile application or Chipotle’s website. Since orders are not placed on a menu board and payment is made through the mobile application or website in advance, Chipotle should be able to process vehicles far more efficiently than fast-food restaurants.

For this study video recording devices were deployed at the six (6) Chipotle locations to capture the operational characteristics of the Chipotlane pick-up window. Multiple cameras were installed at each location to provide views from both the front and rear of the building to ensure that the pick-up window and full vehicular queue were able to be seen at all times. These cameras were deployed and captured videos for all hours of operation over four (4) continuous days. GPD Group personnel then reviewed over 270 hours of video footage to document the operational characteristics of each Chipotlane being analyzed. The overall findings from this analysis are summarized on the following page.





# Chipotlane by the Numbers

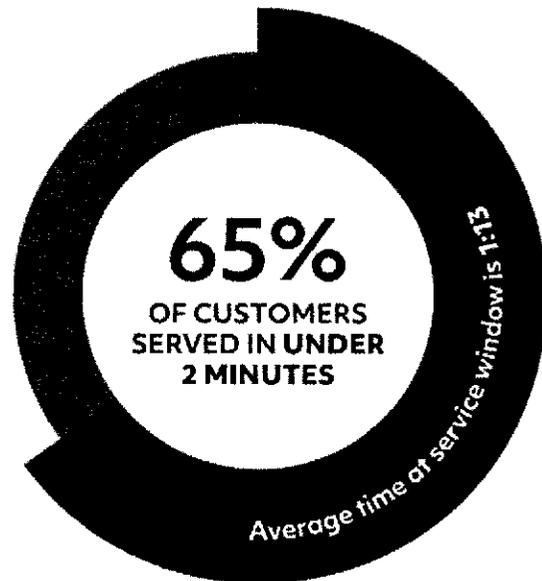


**25 AVERAGE CHIPOTLANE CUSTOMERS** during peak hour



**AVERAGE SERVICE TIME**  
(6:13 is the nationwide fast food drive-thru average service time)

Service time data from the 2022 touch insight Drive-Thru Study



**Average of 2 CUSTOMERS**  
in Chipotlane at a time



The queue length is 4 cars or less **APPROXIMATELY 98%** of the time,  
and exceeds 4 cars for **APPROXIMATELY 15 MINUTES A DAY**



## EXHIBIT D

### Unconditional Agreement and Consent

**TO:** The City of Rolling Meadows, Illinois ("**City**");

**WHEREAS**, NARE Real Estate ("**Owner**") is the owner of the property commonly known as 1458 Golf Road within the City's C-2 district, which property is legally described in the attached **Exhibit A** ("**Subject Property**"); and

**WHEREAS**, in order to allow for the relocation of a Chipotle Mexican Grill ("**Restaurant**") to a tenant space within the Subject Property, Petitioner requested that the City grant a special use for a drive-thru, including a reduction in the number of drive-thru stacking spaces from 5 to 4, which reduction is not considered a variation under the Zoning Ordinance (the "**Requested Relief**"); and

**WHEREAS**, Ordinance No. 23-\_\_\_, adopted by the Corporate Authorities of the City of Rolling Meadows on July \_\_, 2023, ("**Ordinance**") grants the Requested Relief to Owner to allow the Restaurant to operate on the Subject Property, subject to certain modifications, conditions, restrictions, and provisions; and,

**WHEREAS**, Subsection 7.A.iii of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner files with the City Clerk, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Ordinance.

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

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any permits for the Subject Property and that the City's issuance of any such permits or approvals does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the operation and use of the Subject Property, or the City's adoption of the Ordinance.

5. By signing, the Owner, or the individual(s) signing on behalf of the Owner, represents, warrants, and guarantees that they have the legal authority to bind the Owner pursuant to the terms of this Unconditional Agreement and Consent.

Dated: \_\_\_\_\_, \_\_\_\_\_.

**ATTEST:**

**OWNER**  
**NARE Real Estate**

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

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

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

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