

EXHIBIT _____
Unconditional Agreement and Consent

TO: The Village of Orland Park, Illinois ("**Village**")

WHEREAS, AMAZON RETAIL, LLC ("**Amazon**") is the developer of an approximately 231,000 square foot Commercial Retail Establishment in the COR Mixed Use District, located at 9600 159th Street ("**Property**"); and

WHEREAS, Amazon has sought approval of a (1) Special Use Permit for a Phased Planned Development shall be granted pursuant to Village of Orland Park Village Code, with a modification of the Village of Orland Park Land Development Code, as amended ("Land Development Code") to allow for a parking lot within the setback area between the building façade and the street, in modification of Land Development Code Section 6-210 (F)(4), (2) a Special Use Permit for a Commercial Retail Establishment with a Floor Area of 50,000 Square Feet or Greater, and (3) a Special Use Permit for a Development within 50-feet of a Non-Tidal Wetland. ("**Zoning Relief**"); and

WHEREAS, Ordinance No. 6086, adopted by Village Board on January 19, 2026, grants approval of such Zoning Relief, subject to certain conditions ("**Ordinance**"); and

WHEREAS, Amazon desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance.

NOW THEREFORE, Amazon does hereby agree and covenant as follows:

1. Amazon will and does hereby unconditionally agree to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Ordinance;
2. Amazon acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and will not, in any way, be deemed to insure Amazon against any damage or injury of any kind and at any time;
3. Amazon acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance and has considered the possibility of fines, revocation, and other appropriate zoning enforcement action provided for in the Ordinance, and agrees not to challenge any such action on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by Section 5 of the Ordinance is given.
4. Amazon agrees to and does hereby hold harmless and indemnify the Village, the Village's elected and appointed officials, officers, employees, contractors, agents, representatives, volunteers, and attorneys, from any and all claims that may, at

any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance of the Applicant of their obligations under this Unconditional Agreement and Consent;

5. Amazon will, and does hereby agree to pay all reasonable expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out of pocket expenses, such as attorneys' and experts' fees; and
6. The restrictions imposed by this Unconditional Agreement and Consent shall be restrictions running with the land and shall be binding upon and inure to the benefit of the Applicant and its heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them to the extent provided in this Unconditional Agreement and Consent. If any of the privileges or rights created by this Unconditional Agreement and Consent would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the Governor of the State of Illinois, JB Pritzker, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

ATTEST:

AMAZON RETAIL LLC

By: [Signature]
Its: Notary Public

By: [Signature]
Its: Authorized Signatory

SUBSCRIBED and SWORN to

Before me this 19 day of
March, 2026

Notary Public

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