

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (“Agreement”) is entered into this 23rd day of July, 2018 (the “Effective Date”), by and between the Village of Oak Park, hereinafter referred to as the “Village,” and Lexington Homes L.L.C., an Illinois limited liability company, its successors and assigns, hereafter referred to as the “Developer.”

WHEREAS, the Village is the owner of certain property commonly known as 940-970 Madison Street, Oak Park, Illinois (“Property”) and the Developer intends to conduct certain environmental work pursuant to the Agreement for Environmental Remediation Work and the installation and maintenance of a sales trailer that complies with the Oak Park Village Code and any applicable Village regulations or ordinances (“Activities”); and

WHEREAS, in order to conduct the Activities, it is necessary for the Developer to enter onto the Property, and the Village shall allow the Developer and its employees, representatives, agents, consultants and contractors to enter onto the Property and conduct the Activities pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.
2. **Grant of Permission for Entry.** The Village grants the Developer, and its employees, representatives, agents, consultants and contractors, the right to enter the Property and conduct the Activities set forth herein for a period of ninety (90) days from the Effective Date of this Agreement. The Developer shall obtain a Village permit for the sales trailer set forth herein and shall be authorized to maintain the sales trailer at the Property after the termination of this Agreement subject to the Village’s permit.
3. **Notice.** The Developer, and its employees, representatives, agents, consultants and contractors, including any applicable subcontractors, shall have the right to enter onto the Property to conduct the Activities. The Developer shall provide twenty-four (24) hours written notice to the Village’s Development Customer Services Director prior to starting any of the Activities by email to tgrossman@oak-park.us.
4. **Indemnification and Restoration.** The Developer shall indemnify, defend and hold the Village and its officers, officials, employees, agents and volunteers harmless from any and all claims, liabilities, damages, injuries and suits, known or unknown, arising out of or related to the Activities, notwithstanding and not limited by any insurance coverage. If the Developer fails to purchase the Property as contemplated under the Redevelopment Agreement between the parties, as amended, the Developer shall restore the Property to the same or better condition prior to it conducting the Activities within thirty (30) days of the Developer’s completion of the Activities.

5. **Insurance.** The Developer shall obtain, maintain and provide to the Village, and shall cause any consultant, contractor or other person entering the Property to obtain, maintain and provide to the Village, proof of comprehensive general liability insurance in the amount of at least \$1,000,000.00 combined, single limit coverage, naming the Village and its officers, officials, employees, agents and volunteers as additional insureds and with coverages reasonably satisfactory to the Village for the Activities.

6. **Effective Date.** This Agreement shall be effective on the Effective Date set forth on the first page of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

Village of Oak Park

Lexington Homes L.L.C., an Illinois limited liability company

By: _____
Name: Cara Pavlicek
Its: Village Manager

By: Lexington Homes of Illinois Inc., an Illinois corporation

Dated: July ____, 2018

By: _____
Its: _____

Attest:

By: _____
Name: Vicki Scaman
Title: Village Clerk

Date: July ____, 2018

Attest:

Dated: July ____, 2018

By: _____
Its: _____

Date: July ____, 2018