

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is entered into this 3RD day of AUGUST, 2017 (the "Effective Date"), by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and LEXINGTON HOMES L.L.C., an ILLINOIS limited liability (hereinafter referred to as the "Developer") Company

WHEREAS, the Village is the owner of certain properties commonly known as 932-946 and 970 Madison Street, Oak Park, Illinois ("Property") and the Developer intends to conduct surveying and site topography work at the Property ("Work"); and

WHEREAS, in order to conduct such Work, 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 Work 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 and Work.** The Village grants the Developer, and its employees, representatives, agents, consultants and contractors, the right to enter the Property and conduct the Work set forth herein.
3. **Term.** The Developer, and its employees, representatives, agents, consultants and contractors, including any applicable subcontractors, shall have the right to enter onto and conduct Work at the Property on the following day(s): 9/6/17 - 12/31/17 2017. The Developer shall provide twenty-four (24) hours written notice to the Village's Development Customer Services Director prior to conducting any Work pursuant to this Agreement.
4. **Indemnification.** The Developer shall indemnify, defend and hold the Village harmless from any and all claims, liabilities, damages, injuries and suits, known or unknown, arising out of or related to the entry upon the Property and any Work conducted at the Property by the Developer, and its employees, representatives, agents, consultants and contractors, notwithstanding and not limited by any insurance coverage. The Developer shall assume all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature resulting from or in connection with the Work, and the Village shall hold harmless, indemnify and defend the District against any such losses pursuant to this paragraph.
5. **Insurance.** The Developer shall obtain, maintain and provide to the Village, and shall cause any consultant or contractor entering the Property on behalf of the Developer 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, agents, volunteers and employees as additional insureds and with coverages reasonably satisfactory to the Village for the Work set forth herein.

6. Restoration of the Subject Property. The Developer, at its sole cost and expense, shall promptly repair any damage to the Property caused by the Work except as authorized herein.

7. Survival of Terms. Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Agreement shall survive the termination of this Agreement.

8. Work to Comply with Applicable Law. The Developer agrees that the Work it undertakes on the Property shall be in strict compliance with all applicable laws, statutes, codes, rules and regulations.

9. Work At Risk. The Developer acknowledges and agrees that the Work conducted by the Developer at the Property shall be fully at its own risk and the Village shall not be prejudiced in any way by the Developer's Work at the Subject Property.

10. Agreement at Village Request. The Developer acknowledges that it has requested this Agreement and shall fully comply with all of its terms.

11. Term. This Agreement shall be in full force and effect after its execution by the parties until completion of the Permitted Activities.

12. Enforcement of Agreement. The parties shall indemnify the other for any costs, including reasonable attorney's fees, which the other may incur in enforcing the provisions of this Agreement.

13. Release. Unless caused by either: (i) the negligent or willful acts or omissions of the Village, its agents, employees and other personnel; or (ii) any condition existing at the Property not caused by the Work: (A) the Developer forever releases and discharges the Village, its officers, officials, agents, volunteers and employees from all claims, demands, damages, actions, or causes of action, arising out of this Agreement or the Work pursuant to this Agreement; and (B) the Developer and its employees, representatives, agents, consultants and contractors, hereby covenant not to sue or otherwise bring any action in law or equity against the Village and its officers, officials, agents, volunteers and employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever as a result of this Agreement or the Work pursuant to this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois. The provisions of this Agreement shall be enforceable in any action in law or in

chancery. The parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

15. **No Assignment.** This Agreement shall not be assigned by any party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, and successors, except as otherwise provided herein.

16. **Headings and Titles.** The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

17. **Entire Agreement.** This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

18. **Severability.** If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

19. **Notice.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

Village:

Developer:

Director
Development Customer Services Department
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: tgrossman@oak-park.us

LEXINGTON HOMES LLC
ATTN: WAYNE MORETTI
1731 N. MARCET #200
CHICAGO IL 60614
Email: WMORETTI@LEXINGTONCHICAGO.COM
JAGENLIAN@LEXINGTONCHICAGO.COM

20. **Binding Authority.** The individuals executing this Agreement on behalf of the Village and the Developer represent that they have the legal power, right, and actual authority to bind his or her respective party to the terms and conditions of this Agreement.

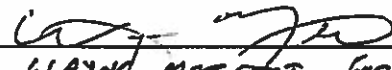
21. **Effective Date.** This Agreement shall be effective on the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

DEVELOPER

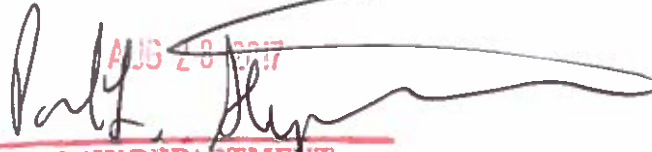
By: _____
By: Cara Pavlicek
Its: Village Manager

By: 
By: WAYNE MORETTI FOR LEXINGTON
Its: CEO HOMES LLC

Date: _____, 2017

Date: AUGUST 3, 2017

REVIEWED AND APPROVED
AS TO FORM


AUG 28 2017
LAW DEPARTMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Jodie McCann PHONE (A/C, No, Ext): (847) 463-7828 E-MAIL ADDRESS: jmccann@assuranceagency.com	FAX (A/C, No): (847) 440-9123
	INSURER(S) AFFORDING COVERAGE	
INSURED Testing Service Corporation 360 South Main Place Carol Stream IL 60188	INSURER A: Travelers Property Casualty	NAIC # 25674
	INSURER B: Charter Oak Fire Insurance Co.	NAIC # 25615
	INSURER C: Travelers Indemnity Company of Amer	NAIC # 25666
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 125603072 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	P6303983N156COF17	4/15/2017	4/15/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	P8103953N156TIL17	4/15/2017	4/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP0J1023261743	4/15/2017	4/15/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PHUB3953N15617	4/15/2017	4/15/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Lexington Homes Development 932-70 Madison Oak Park

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

1.) The Village of Oak Park and its officers, officials, agents, volunteers and employees
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Village of Oak Park 123 Madison Street Oak Park IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel R. Garza</i>
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd.		NAMED INSURED Testing Service Corporation 360 South Main Place Carol Stream IL 60188	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follows Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Kenneth Wienckowski PHONE (A/C, No. Ext): (847) 463-7180 FAX (A/C, No): 847-440-9123 E-MAIL ADDRESS: kwienckowski@assuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED LEXIHOM-01 Lexington Homes, LLC 1731 N. Marcey St. Suite 200 Chicago IL 60614	INSURER A: Westfield Insurance Company NAIC # 24112	
	INSURER B: Carolina Casualty	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 622822528 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

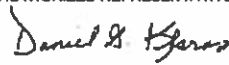
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		TRA0399164	4/17/2017	4/17/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TRA0399164	4/17/2017	4/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		TRA0399164	4/17/2017	4/17/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	BNUWC0127307	4/17/2017	4/17/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is agreed that the following are added as Additional Insured on the General Liability, when required by written contract, as respects to operations performed by the Named Insured in connection with this project:
 - The Village of Oak Park and its officers, officials, agents, volunteers and employees

CERTIFICATE HOLDER

CANCELLATION

Village of Oak Park 123 Madison Street Oak Park IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: MARSH USA INC. 540 W MADISON CHICAGO, IL 60661
INSURED: Pioneer Engineering & Environmental Services LLC 700 N Sacramento Blvd., Ste. 101 Chicago, IL 60612
CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS
INSURER(S) AFFORDING COVERAGE: INSURER A: Nautilus Insurance Company, INSURER B: Great Divide Insurance Company

COVERAGES CERTIFICATE NUMBER: CHI-008731406-01 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Oak Park and its officers, officials, agents, volunteers and employees and Lexington Homes, LLC are included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: Village of Oak Park, 123 Madison Street, Oak Park, IL 60302. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative: Manashi Mukherjee.

AGENCY CUSTOMER ID: 4863

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Pioneer Engineering & Environmental Services LLC 700 N Sacramento Blvd., Ste. 101 Chicago, IL 60612	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pollution Liability
Carrier: Nautilus Insurance Company
Policy Number: ECPO1505298-19
Policy Effective Date: 08/12/2017
Policy Expiration Date: 08/12/2018
Limit: \$1,000,000
SIR: \$25,000