

RIGHT-OF-ENTRY AND  
EXCLUSIVE NEGOTIATING PRIVILEGE TO  
UNIT SOUTH DURHAM HOMESTEAD HOUSES  
AND  
ITS CONTRACTORS AND ASSIGNS  
FOR THE PURCHASE OF  
7 South Durham Street

RIGHT-OF-ENTRY

Granted this 28<sup>th</sup> day of February, 2008, a Right-of-Entry to UNIT SOUTH DURHAM HOMESTEAD HOUSES, its contractors and assigns (hereinafter referred to as "Association"), to enter 7 South Durham Street (hereinafter referred to as "Property") subject to the following terms and conditions:

1. The purpose of this Right-of-Entry is to grant the Association and/or its representatives to use the subject property for parking of personal vehicles and the maintenance and development of the open space at 7 S. Durham Street.
2. The Association shall obtain any and all permits or approvals required by the City to perform any and all of the operations to be performed, and shall pay any and all fees and charges due to and collected by the City pursuant to the issuance of any such permits and approvals.
3. The Association shall save the City harmless from any and all liability for claims or damages arising out of or in connection with the use of the Property by the Association, it's contractors, agents, servants, and employees.
4. The Association, at its sole cost and expense, shall obtain and shall maintain in full force and effect during the term of the right-of-entry/exclusive priority hereinafter set forth, such liability insurance as will at least protect the Association and the City, their agents and employees (including any contractors working for the Association), from any and all claims for personal injury, including death, or for damage to any property of the City or of the public, which may arise out of or in connection with any use of the Property, whether the use, work or operation by the Association, or its agents, servants, employees or contractors. The amount of said insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for bodily injury sustained by one person, nor less than One Million Dollars (\$1,000,000) for bodily injury sustained by two or more persons in any one accident nor less than One Hundred Fifty Thousand Dollars (\$150,000) for damage to Property. A copy of such insurance policy, which shall provide for not less than fifteen (15) days prior written notice of cancellation to be given to the Commissioner of Housing and Community Development, shall be furnished to the Department by the Association before entry upon the Property.