

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY

I/We,, in consideration of the Resolution No	, to
construct, maintain, install and/or operate an encroachment into, onto, over, or under the publi	ic right of
way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, or	customers,
and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and	Davidson
County, its agents, employees, and assigns from any and all claims, rights, or demands for dan	nages that
may arise from my/our use, construction and/or maintenance of the encroachment, to v	wit: (SEE
ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Me	etropolitan
Government of Nashville and Davidson County that I/We have executed a bond or liability	insurance
policy in such amount as agreed upon by the Director of NDOT and the Metropolitan Attorney,	and in the
form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which o	perates to
indemnify and save The Metropolitan Government of Nashville and Davidson County harmles	s from all
claims or demands that may result to persons or property by reason of the construction, ope	erations or
maintenance of the encroachment. I/We further agree that my/our obligations hereunder maintenance of the encroachment.	ay not be
assigned except upon approval of the Director of NDOT and the Metropolitan Attorney. I/W	Ve further
acknowledge that any action that results in a failure to maintain said bond or liability insuran	ce for the
protection of The Metropolitan Government of Nashville and Davidson County shall operate to the	e granting
of a lien to The Metropolitan Government of Nashville and Davidson County in the amount	of the last
effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable exc	cept on 30
days' notice to the Director of NDOT.	
I/We further recognize that the license granted hereby is revocable by The Metropolitan Government	ment upon
recommendation of the Director of NDOT and approval by resolution of the Metropolitan Count	ty Council
if it is determined to be necessary to the public welfare and convenience. In the event the Me	etropolitan
Government revokes this license as contemplated by this paragraph, licensee will not be entit	led to any
compensation of any kind. This license shall also be strictly subject to the right of way easement	owned by
The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in s	such a way
as will not interfere with the rights and duties of the Metropolitan Government	

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

450-460 BidCo LLC DATE: 8/7/25 (Owner of Property) 450-460 James Robertson Pkwy. (Address of Property) Nashville, TN 37219 (City and State) STATE OF TENNESSEE) Avizona Joseph Verburgt

COUNTY OF DAVIDSON) MAY I LOPG

Sworn to and subscribed before

august 21,2025 My Commission Expires:

CHRISTINE TORRES Notary Public - Arizona Maricopa County Commission # 613632 My Comm. Exp. August 21, 2025

(Name of Property Owner) Chief Financial Officer

(Title of Property Owner)