

Proposal No. 2022M-002EN-001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2021

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 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 50 HIGH STREET BOSTON, MA 02110  DN1D103174E-50SR-GAWJL-21  INSURED Nashville Leased Housing Associates II 2905 Northwest Blvd Ste 150 Minneapolis, MN 55411	CONTACT NAME: PHONE (A/C, Hrs, Ext): FAX (A/C, Hrs): ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company 19437 INSURER B: Sentry Insurance A Mutual Company 24969 INSURER C: James River Insurance Company 12203 INSURER D: Sentry Casualty Company 20461 INSURER E: National Union Fire Ins Co Pittsburgh PA 19445 INSURER F: N/A N/A
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COVERAGES CERTIFICATE NUMBER: NYC-011177220-01 REVISION NUMBER: 1

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 MED/IMP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 SR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRODUCT <input checked="" type="checkbox"/> LOC OTHER:		023527003	08/05/2021	08/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADY INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-21380-04	08/05/2021	08/05/2022	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE BRD <input type="checkbox"/> INDENTION SO		00006246-2	08/05/2021	08/05/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/CLAUDEBY (Monetary in III) Y/N <input checked="" type="checkbox"/> N N/A F-100 (describe code) DESCRIPTION OF OPERATIONS below		90-21380-01 (Deductible) 90-21380-02 (Benef)	08/05/2021 08/05/2021	08/05/2022 08/05/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> LOI/CR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime		01-585-27-89	08/05/2021	08/05/2022	Per Occurrence 1,500,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is required to additional insured where required by written contract 30 days prior to completion, 90 for non payment

<b>CERTIFICATE HOLDER</b> The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims C/O Insurance and Safety Division 222 3rd Avenue North, RA 4501 Nashville, TN 37203	<b>CANCELLATION</b> 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 of Marsh USA Inc. 
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LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, Nashville Leased Housing Associates III LLC, in consideration of the Resolution No. \_\_\_\_\_, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, 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 damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan 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 Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the 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 except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled 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 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.

DATE: \_\_\_\_\_

  
\_\_\_\_\_  
(Owner of Property)  
900 Dickerson Pike  
\_\_\_\_\_  
(Address of Property)  
Nashville, TN  
\_\_\_\_\_  
(City and State)

STATE OF TEXAS)

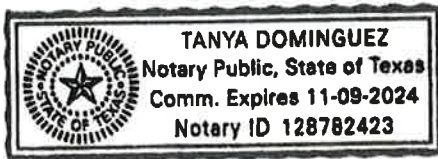
COUNTY OF COLLIN)

Sworn to and subscribed before

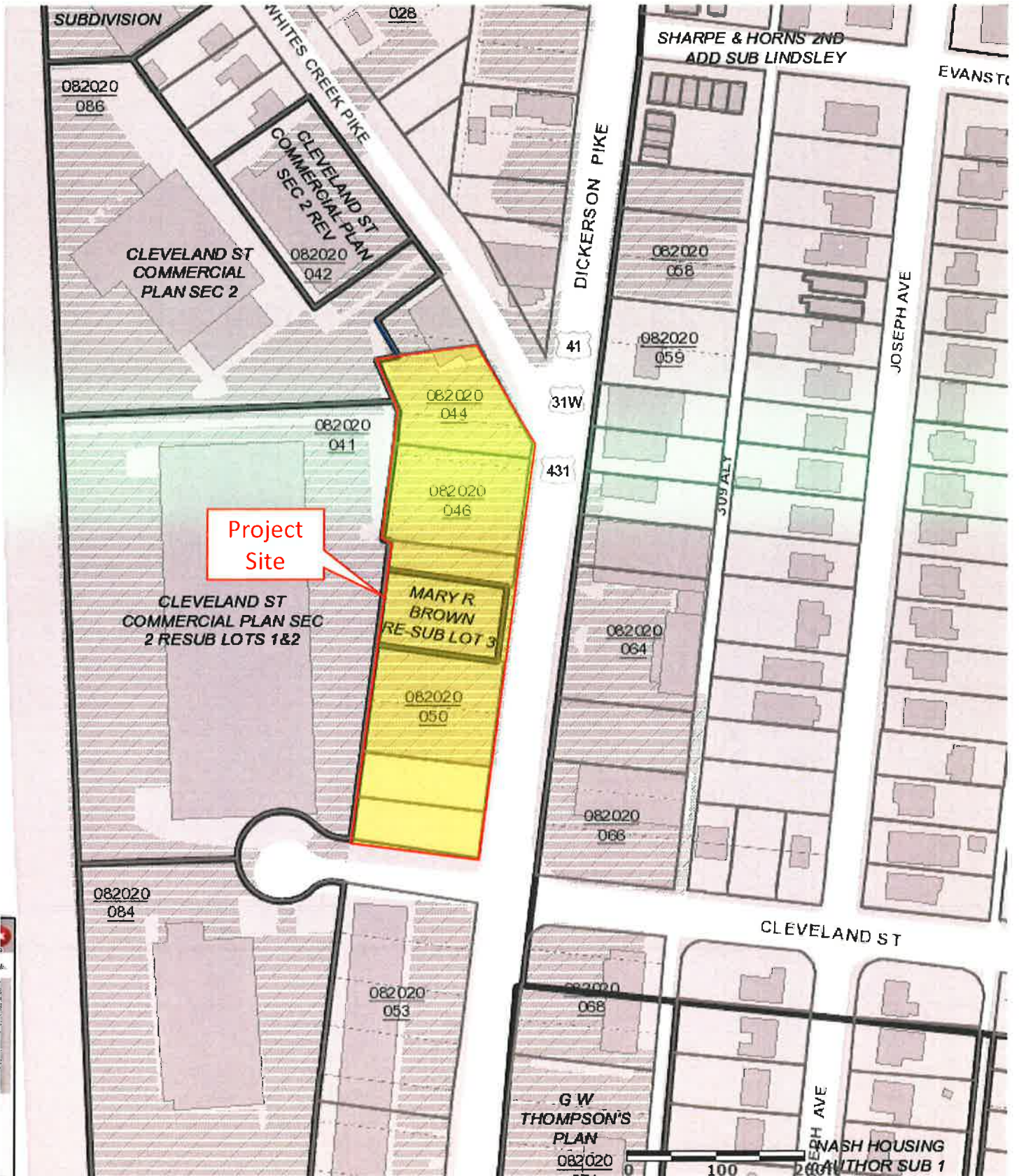
Me this 12th day of August, 2021.

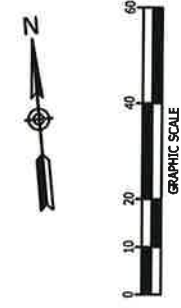
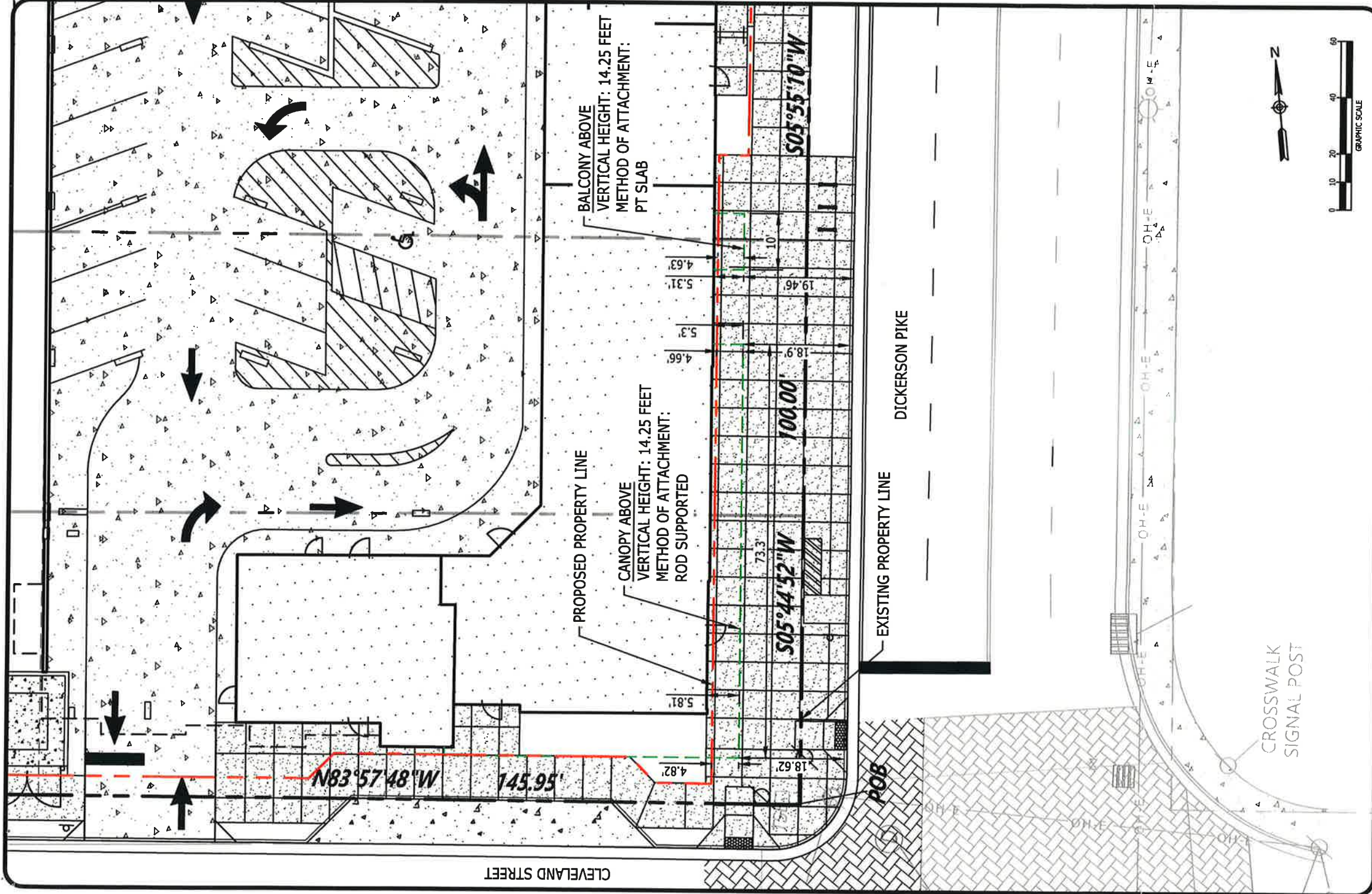
  
\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: 11/9/2024.



**Property Map**  
ROW Encroachment Application  
900 Dickerson Pike





**Catalyst**  
 DESIGN GROUP

5100 TENNESSEE AVENUE, NASHVILLE, TN 37209  
 (615) 622-7500 | WWW.CATALYST-DG.COM

PL20190190146.dwg Exhibits\20190146\_2021-08-18\_R.O.W. Encroachment.dwg R.O.W Aug 20, 2021 | brownliff@caty.com

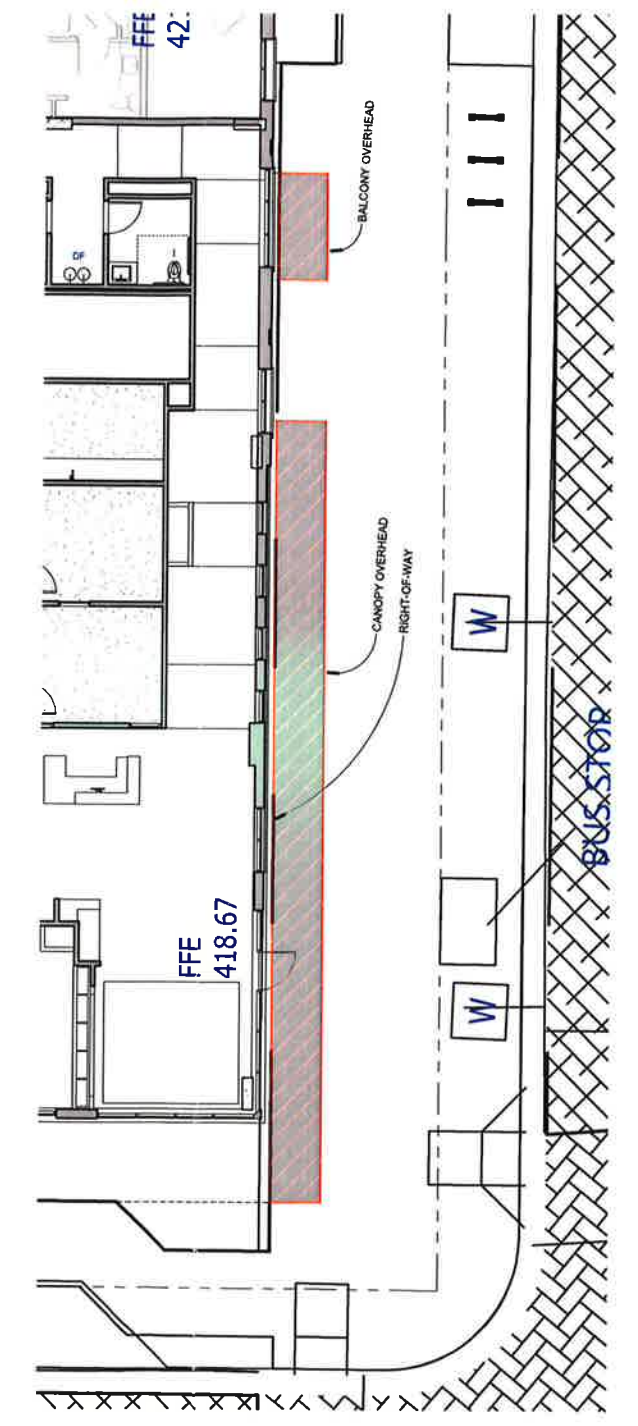
**PROJECT:**  
 900 DICKERSON PIKE  
 Nashville, TN

**TITLE:**  
 R.O.W. ENCROACHMENT

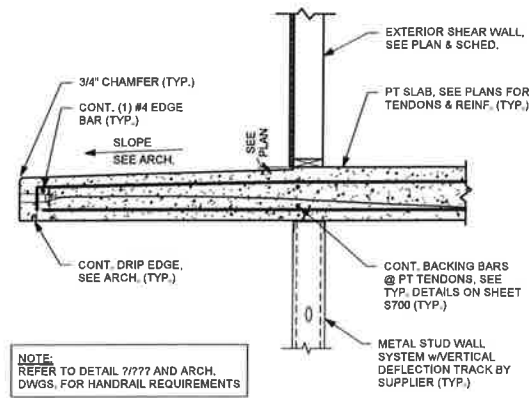
PROJ # 20190146 DWG. NO.  
 DATE: 08/20/2021 R.O.W.



1 ENLARGED ELEVATION  
1/8" = 1'-0"

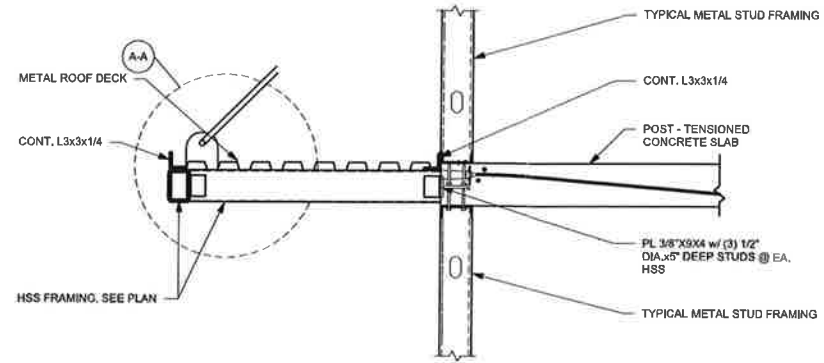


2 PARTIAL FIRST FLOOR  
1/8" = 1'-0"

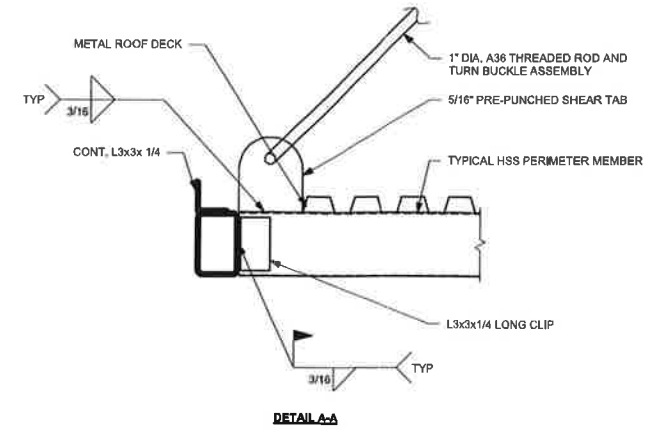


NOTE:  
REFER TO DETAIL 7777 AND ARCH.  
DWGS. FOR HANDRAIL REQUIREMENTS

1 TYP. PT SLAB BALCONY DETAIL  
3/4" = 1'-0"



11 TYP. ROD SUPPORTED CANOPY DETAIL  
3/4" = 1'-0"



DETAIL A-A