

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, **McGavock Apartments Venture 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: 05/12/2022

McGavock Apartments Venture LLC

(Owner of Property)

1212 McGavock Street

(Address of Property)

Nashville, TN

(City and State)


See attached  
Signature page

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 12 day of May, 2022

  
(NOTARY PUBLIC)

My Commission Expires: 07/03/2023





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/12/2022

**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.  
4400 Comerica Bank Tower  
1717 Main Street  
Dallas, TX 75201-7357

CN106919283-MCRT-WRAP-21-26

**INSURED**  
McGavock Apartments Venture, LLC  
5910 N. Central Expwy., Suite 1100  
Dallas, TX 75206

<b>CONTACT NAME:</b>		<b>FAX [A/C, No]:</b>
<b>PHONE [A/C, No, Ext]:</b>		<b>E-MAIL:</b>
<b>ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Allied World Surplus Lines Insurance Company		N/A
INSURER B : N/A		N/A
INSURER C : N/A		N/A
INSURER D : N/A		N/A
<b>INSURER E : N/A</b>		<b>N/A</b>
<b>INSURER F : N/A</b>		<b>N/A</b>

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003917567-01 **REVISION NUMBER:** 4

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	<b>COMMERCIAL GENERAL LIABILITY</b>		6004-1046	12/09/2021	12/09/2026	<b>EACH OCCURRENCE</b> \$ 2,000,000										
	<table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Deductible - \$50,000</td> </tr> <tr> <td colspan="2">GEN'L AGGREGATE LIMIT APPLIES PER:</td> </tr> <tr> <td><input type="checkbox"/> POLICY</td> <td><input checked="" type="checkbox"/> PRO-JECT</td> <td><input type="checkbox"/> LOC</td> </tr> <tr> <td colspan="2"><b>OTHER:</b></td> </tr> </table>						<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> Deductible - \$50,000		GEN'L AGGREGATE LIMIT APPLIES PER:		<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	<b>OTHER:</b>
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<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC														
<b>OTHER:</b>																
	<b>AUTOMOBILE LIABILITY</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE (Per accident)</b> \$										
	<b>UMBRELLA LIAB</b>					<b>EACH OCCURRENCE</b> \$										
	<b>EXCESS LIAB</b>					<b>AGGREGATE</b> \$										
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$			
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E.L. DISEASE - POLICY LIMIT \$																

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Modera McGavock, 1212 McGavock Street, R.O.W. Encroachment  
 This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims are included as additional insured (except workers' compensation) where required by written contract or agreement. Insurance Company will issue Thirty (30) days notice of cancellation, except Ten (10) days for non-payment of premium to certificate holder shown below.

<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, Suite 501 Nashville, TN 37201	<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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