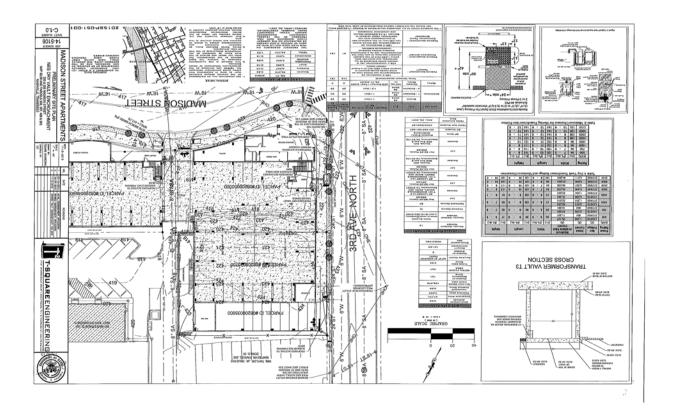
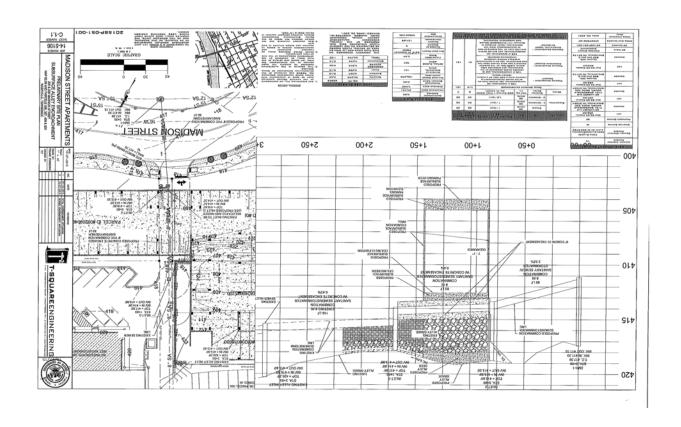
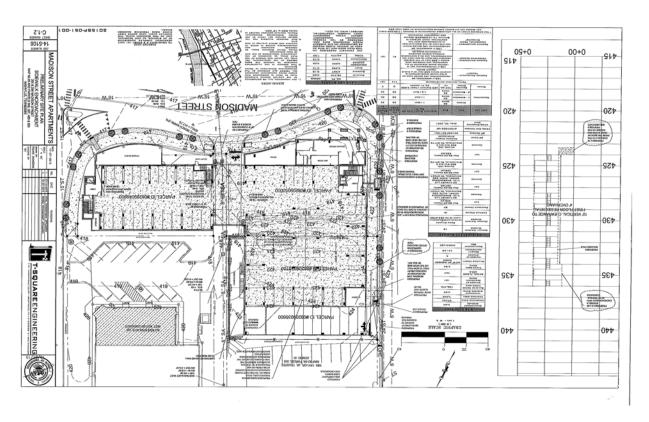
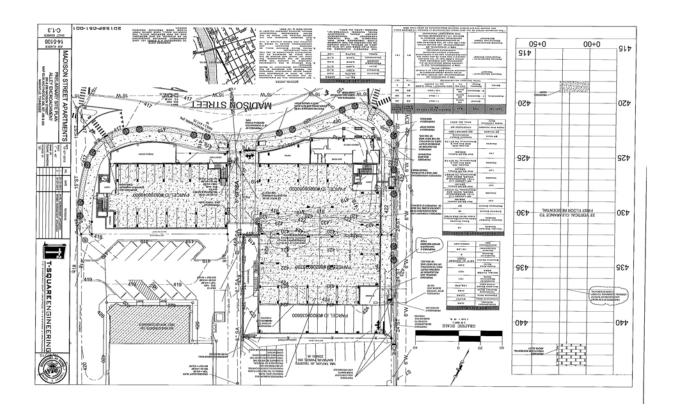
Proposal No. 2015M-026EN-001









LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY

I'We, DELIZZY GTO MADYON AVENUE, Consideration of the Resolution No. 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: JULY 20, 2019

STATE OF ENDINESSEE

DELRAY GPE MADISON AVEING LLC

200 200 MADISON STREET

1212 1214 THIRD AVEING LLORTH

(Address of Property)

NAME TO 37208

(City and State)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 21 day of July, 2015

(NOTARY PUBLIC)

My Commission Expires: 4-1-2019



DELRA-1

OP ID: JCN

DATE (MM/DD/YYYY) 07/20/2015

CERTIFICATE OF LIABILITY INSURANCE

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

						oolicies may require an e	ndorse	ment. A stat	tement on th	is certificate does not c	onfer	rights to the	
certificate holder in lieu of such endorsement(s). PRODUCER								CONTACT Alexander K. Butler					
Windermere Insurance Group LLC P O Box 32008 Charlotte, NC 28232-2008							PHONE (AC, No. Ext): 704-247-3000 FAX (AC, No): 704-247-3050						
							E-MAIL ADDRESS: poi@windinsgroup.com						
Alexander K. Butler								INSURER(S) AFFORDING COVERAGE NAIC #					
							INSURER A : Mount Vernon Fire Insurance Co				26522		
INSURED Delray GP @ Madison Avenu					LC		INSURER B:						
715 North Church St Suite 1 Charlotte, NC 28202			10			INSURER C:							
Chanotte, NO 20202								INSURER D :					
								INSURER E :					
								INSURER F:					
CC	VER	AGES	CER	TIFI	CATI	E NUMBER:	•			REVISION NUMBER:			
C	NDICA ERTIF XCLU	TED. NOTWITHS	Standing any ri Issued or may	PER POLI	REME FAIN, CIES.	RANCE LISTED BELOW HA INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO	ст то	WHICH THIS	
INSF LTR	R TYPE OF INSURANCE			ADDI	SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A	X		MMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			CL2682040		07/20/2015		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s s	1,000,000 100,000	
			X						MED EXP (Any one person)	\$	1,000		
										PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$	2,000,000	
		POLICY PRO- JECT	X LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000	
		OTHER:									\$		
Г	AUT	OMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$		
l		ANY AUTO								BODILY INJURY (Per person)	\$		
1		ALL OWNED AUTOS	SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$		
l		HIRED AUTOS	NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
	\sqcup		1								\$		
l	\vdash	UMBRELLA LIAB	OCCUR							EACH OCCURRENCE	\$		
l	\vdash	EXCESS LIAB	CLAIMS-MADE							AGGREGATE	\$		
⊢		DED RETENTION \$ RKERS COMPENSATION			├					PER OTH-	\$		
AND EMPLOYERS' LIABILITY V/N										_			
l	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			N/A	-					E.L. EACH ACCIDENT	\$		
(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE				
DESCRIPTION OF OPERATIONS below				-					E.L. DISEASE - POLICY LIMIT	\$			
Re	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Metropolitan Government of Nashville and Davidson County are included as additional insureds under the general liability policy as required by												
agreement. (Encroachment in Public Right of Way)													
L													
CERTIFICATE HOLDER CANCELLATION													
METOASH Metropolitan Government of Nashville and Davidson County								SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
720 So. Fifth Street							AUTHORIZED REPRESENTATIVE						
Nashville, TN 37206								2 miles					

ACORD 25 (2014/01)

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