

## TEMPORARY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 20 day of November 2020 by the City of Goodyear, an Arizona municipal corporation (hereinafter referred to as either "**Licensor**" or "**City**"), and NNP III-EMR 4, LLC, a Delaware limited liability company ("**Licensee**").

### RECITALS

WHEREAS, Licensor is the owner of a right-of-way generally depicted on **Exhibit "A"**, which has been developed as a roadway known as Rainbow Valley Road, including all appurtenant improvements such as sidewalks, landscaping, curbs, gutters, medians, and the like, and for the construction of utility improvements (hereinafter referred to as "**Licensor's Property**"); and

WHEREAS, Licensee is the owner of that certain real property generally depicted on **Exhibit "B"** attached hereto ("**Licensee's Property**"); and

WHEREAS, Licensee requires access to irrigation water in order to continue farming Licensee's Property; and

WHEREAS, Licensee has requested a license to place improvements under the existing City roadway to allow irrigation water to be transported to Licensee's Property; and

WHEREAS, Licensor has agreed, pursuant to the terms and conditions more particularly set forth herein, to provide Licensee a license to allow for the construction, maintenance, modification, repair, replacement and use of an underground water pipe to irrigate Licensee's Property.

NOW, THEREFORE, for and in consideration of the payment of Ten Dollars (\$10.00) to Licensor by Licensee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. License. Subject to the terms and conditions set forth herein, Licensor hereby provides to Licensee, a temporary, non-exclusive license under the real property described in **Exhibit "C"**, attached hereto and incorporated herein (hereinafter referred to as the "**License Area**") solely for purposes of the installation, construction, maintenance, repair, modification, replacement, operation, and use of an underground water pipe to irrigate Licensee's Property for farming purposes.

2. Licensor's Prior Rights. The use of Licensor's Property for roadway and utility improvements shall be considered a superior land use to Licensee's use of the

License Area. Licensee's use of the License Area shall not interfere with Licensor's or the public's current or future use of Licensor's Property, including the License Area, as a right of way for roadway and utility improvements; and Licensor shall always have the right to install, construct, maintain, modify, repair, replace or expand improvements consistent with such use of Licensor's Property without liability to Licensee. Licensee shall bear the entire cost of relocating Licensee's water pipe located within the License Area, the relocation of which is reasonably necessary for City to carry out any City function for which it is duly authorized whether proprietary or governmental.

3. Use and Restoration of License Area. Licensee, its employees, agents, independent contractors retained by Licensee and subcontractors of such independent contractors shall have the right to go on, over, upon, across or under the License Area to install, construct, maintain, repair, modify, replace, operate and/or use underground water pipes to irrigate Licensee's Property for farming purposes. Licensee shall not be entitled to cut the pavement on any of the existing roadways within Licensor's Property to install or construct the improvements provided for in this License Agreement, but shall be required to bore under any paved roadways to construct or install the improvements provided for in this License Agreement. Licensee shall, with due diligence and its sole cost and expense, repair or cause to be repaired, any and all damages to the License Area and/or Licensor's Property caused by the performance of any of work within the License Area by or on behalf of Licensee or from any other exercise of the rights provided hereunder, and shall restore the affected portion of the License Area or any other portion of Licensor's Property to a condition that is equal to or better than the condition that existed prior to the commencement of such work or exercise of any rights under this License Agreement. Licensee shall, at its sole cost and expense and within thirty (30) days after the filing thereof, remove any mechanic's, materialman's or any other similar lien on Licensor's Property, including the License Area, arising by reason of Licensee's actions or any work or materials obtained by Licensee or on Licensee's behalf. All work performed by or on behalf of Licensee within the License Area shall be performed in a good, workmanlike, and professional manner at Licensee's sole cost and expense, and all improvements installed and/or constructed within the License Area pursuant to this License Agreement shall be maintained and operated in a good and safe condition at Licensee's sole cost and expense. Licensee and those acting on Licensee's behalf shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, policies, regulations, orders, standards, and requirements in connection with the exercise of the rights provided in this License Agreement, and shall obtain all federal, state, and local permits and licenses required for the construction, maintenance, repair, modification, replacement, operation, and/or use of the improvements constructed under the License Area. All improvements constructed pursuant to this License Agreement are subject to the approval of the City Engineer or his designee.

4. Termination. Unless otherwise agreed to in writing by Licensor, this License will terminate and all rights of the Licensee hereunder will cease upon the occurrence of any of the following:

a. Licensee or its successors or assigns officially abandons the License Area; or

b. Licensee's Property is not farmed for a continuous one year period, unless the reason that Licensee's Property has not been farmed during a continuous one-year period is usual and customary land management practices or the interruption in the supply of irrigation water to Licensee's Property as a result of the acts or omissions of Licensor or any third parties in the License Area; or

c. Licensor terminates the License because Licensee conveyed fee ownership to all or part of Licensee's Property and/or seeks to assign the License Agreement to a party that is unacceptable to the City Manager; or

d. The license granted in this License Agreement is determined to violate Article 9, Section 7 of the Arizona State Constitution; or

e. Licensee violates any of the terms of this License Agreement, and fails to cure the violation within thirty days of a written request from Licensor to do so.

Licensor shall be entitled to all damages it sustained as a result of Licensee's violation of any term of this License Agreement, and this right survives the revocation, termination, or expiration of this License Agreement.

5. Obligations Following Termination. Upon the termination of this License, Licensee shall, within ten (10) business days from the date requested in writing by Licensor to do so, execute all documents deemed necessary by Licensor to clear the title to Licensor's Property. Upon the termination of this License, Licensee at Licensor's request, shall, within ninety (90) days of the date of the termination, remove any and/or all improvements as specified by Licensor and restore the License Area to its original condition existing on the date of this License, or if improved by Licensor following the execution of this License Agreement, its condition immediately prior to the Termination. The provisions of this paragraph shall survive any revocation, termination or expiration of this License Agreement.

6. Indemnification Obligation. Licensee agrees to defend, indemnify and hold harmless Licensor, its officers, City Council and each of its officials thereof, employees, agents, representatives for, from and against each and every loss, cost, damage, claim and/or expense, including reasonable attorneys' fees, arising out of or in connection with any of the matters covered by this License Agreement as a result of the negligence or willful misconduct of Licensee or any other person or entity acting on behalf of Licensee, which includes, but is not limited to: the use of the License Area and the installation, construction, maintenance, repair, modification, replacement, operation, and use of underground water pipes by or on behalf of the Licensee within the License Area. Licensee shall, at its sole cost and expense, undertake the defense of any such claim, loss, or expense for which this indemnity is given, upon written request from Licensor. Licensee's obligations hereunder shall terminate after the assignment by Licensee of this

License Agreement if the assignee assumes Licensee's obligations and the Licensor, at its sole discretion, provides written approval of such assignment. Following the Licensor's approval of an assignment of this License Agreement, the assignee shall be fully responsible for the indemnification obligations set forth in this Paragraph 6. The release of an indemnitee upon any assignment thereby shall not release the indemnitor from any liability arising during the time such indemnitor was required to indemnify under this License Agreement. The provisions of this paragraph shall survive any revocation, termination or expiration of this License Agreement.

7. Release of Liability. As an inducement to Licensor to enter into this License Agreement, Licensee for and on behalf of Licensee, its directors, officers, employees, representatives, agents, guests, invitees, and contractors hereby releases and forever discharges Licensor, its council members, directors, officers, employees, agents and representatives from any and all loss or damages that may arise from or relating to any activities of Licensor, its council members, directors, officers, employees, agents, and representatives within the License Area. The provisions of this paragraph shall survive any revocation, termination or expiration of this License Agreement.

8. Additional Easements, Permits and Licenses. Nothing contained in this License Agreement shall prohibit Licensor from conveying additional easements, permits or licenses for access, utility or other purposes through, over, under, upon, across or along the License Area.

9. Road Widening. Licensor and Licensee anticipate that eventually Rainbow Valley Road will be widened. At the time of the dedication(s) and or acquisition(s) of the additional road width and future public utility easements, Licensee shall be required to submit a revised legal description and the City shall amend the license to incorporate the additional area(s). If modifications are required to the irrigation pipe to accommodate the additional road width and public utility easements, Licensee shall be responsible for any required modifications prior to the widening.

10. Insurance. Licensee shall, during the entire term this License Agreement is in effect maintain and keep in full force and effect commercial general liability insurance with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence with an aggregate limit of no less than \$2,000,000 insuring against all liability that arises out of any of the matters covered by this License Agreement, which includes, but is not limited to: the use of the License Area and the installation, construction, maintenance, repair, modification, replacement, operation, and use of underground water pipes by or on behalf of the Licensee within the License Area. Such insurance policy shall name the City of Goodyear, an Arizona municipal Corporation, as an additional insured and provide that notice shall be given to the City no less than thirty (30) days prior to cancellation of such policy. Licensee shall provide the City with certificates evidencing such insurance coverage prior to entry onto the License Area. Further, Licensee shall not assign or delegate any of its rights hereunder or permit any contractor, subcontractor or materialman to enter upon the License Area for any purpose unless such person or entity is duly licensed, bonded and insured to the extent set forth

herein. Licensee shall maintain evidence of compliance with this provision and shall provide such evidence to the City upon written requests.

11. Notices. All notices or written requests provided for in this Agreement shall be in writing and shall be served by personal delivery by a nationally recognized courier or by depositing such notice in the United States mail, certified, return receipt requested, postage prepaid, addressed and delivered to the party to receive the notice or request at the following addresses:

The City: City of Goodyear  
Attn: City Manager  
190 No. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85358

With a copy to: City of Goodyear  
Attn: City Attorney  
190 No. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85358

Licensee: NNP III - EMRY, LLC  
5090 N. 40th ST #210  
Phoenix, AZ 85018  
ATTN: PETE TEICHE

Changes of Addresses or the identities of the persons who should receive the notices and requests shall be automatically made upon the written request of the party seeking the change.

12. Entire Agreement. This License Agreement is the entire agreement of the Parties and supersedes any and all prior oral or written agreements or understandings between them pertaining to the license provided herein. The Parties have made no representations, warranties or inducements, express or implied, other than as expressly set forth in this License Agreement.

13. General Contract Terms. The Parties agree that any waiver of any term of this License Agreement shall not be deemed to be a continuing waiver of such term or a waiver of any other term of this License Agreement. This License Agreement may be amended only upon the written consent of all parties hereto or their successors in interest and any other parties in interest. This License Agreement is entered into and shall be interpreted according to and governed by the procedural and substantive law of the State of Arizona and any actions related to this License Agreement shall be brought in the

Superior Court of Maricopa County, State of Arizona. In the event of any action to interpret and/or enforce the provisions of this License Agreement, the prevailing party shall be entitled to receive reimbursement for costs incurred and for reasonable attorneys' fees in an amount to be determined by a court and not a jury.

14. Authorization. Licensee warrants that it has full corporate right, power, and authority to execute, deliver and perform this License Agreement, and that all corporate action necessary for Licensee to approve the execution, delivery and performance of this Agreement has been taken, and that the individual executing this Agreement on behalf of Licensee is authorized to do so.

**LICENSOR:**

CITY OF GOODYEAR, an Arizona municipal corporation

By: \_\_\_\_\_

Georgia Lord

Its: Mayor

State of Arizona )

)ss.

County of Maricopa )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Georgia Lord, the Mayor of the City of Goodyear, an Arizona municipal corporation, who is personally known to me, and who acknowledged that she executed this instrument in his authorized capacity for and on behalf of the corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Seal)  
Notary Public

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*Signatures and Acknowledgments Continued on Following Pages*

**LICENSEE:**


NNP III-EMR 4, LLC, a Delaware limited liability company

By:   
William M. Olson, Senior Vice President

State of Arizona )  
 )ss.  
County of Maricopa )

The foregoing instrument (Temporary License Agreement) was acknowledged before me this 20<sup>th</sup> day of November, 2020 by William M. Olson, as Senior Vice President of NNP III-EMR 4, LLC, a Delaware limited liability company.



  
Notary Public

*Exhibits Continued on Following Pages*

EXHIBIT "A"

DEPICTION OF LICENSOR'S PROPERTY



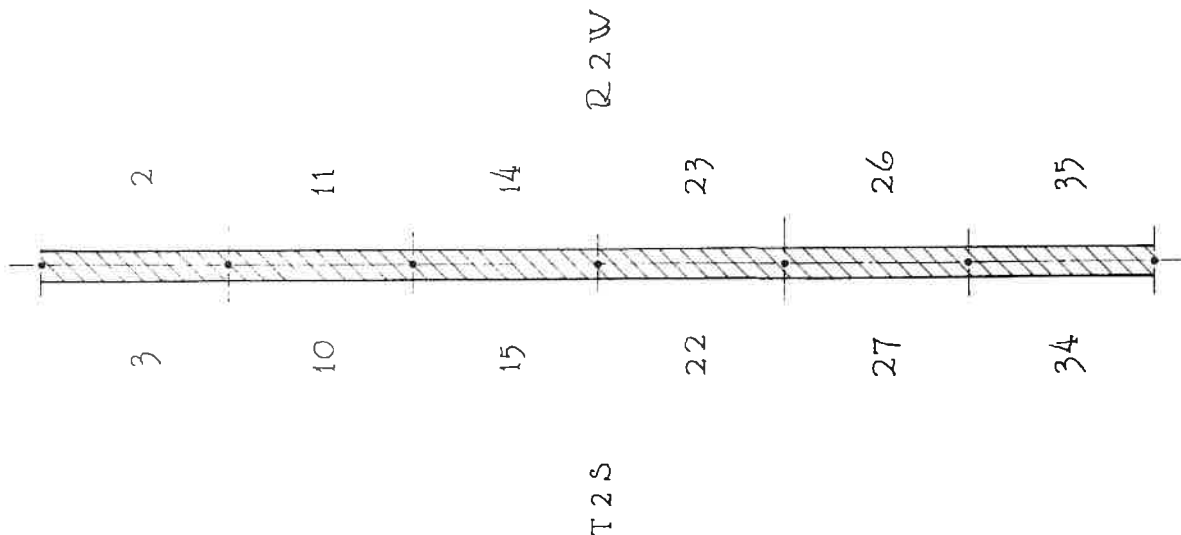
9-15.

# DEDICATED COUNTY ROAD

## A PLAT

SHOWING DEDICATION  
OF A COUNTY ROAD  
DESCRIBED AS FOLLOWS:

A roadway 80 feet wide, 40 feet each side  
of the North and South section lines  
common to Sections 34 & 35, 26 & 27, 22  
& 23, 14 & 15, 10 & 11, 2 & 3, T 2 S - R 2 W



OFFICIALLY DEDICATED MAY 19, 1952  
BY THE BOARD OF SUPERVISORS  
OF MARICOPA COUNTY  
STATE OF ARIZONA

COUNTY ENGINEER *Harold H. H. H.* 55378

INDEXED  
PAGE

I hereby certify that this within  
the County of Maricopa, Arizona  
has been duly and lawfully recorded  
this 13th day of May, 1952  
in Book 9, Page 15  
on page 15  
Witness my hand and official seal  
this day and year aforesaid.  
HAROLD H. H. H.  
COUNTY ENGINEER

EXHIBIT "B"

DEPICTION AND LEGAL DESCRIPTION  
OF LICENSEE'S PROPERTY

**EXHIBIT B**  
**LESSEE PROPERTY**

THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXHIBIT "C"

LEGAL DESCRIPTION OF  
LICENSE AREA

**EXHIBIT C**  
**LEGAL DESCRIPTION**  
**IRRIGATION LINE LICENSE**

AN AREA OF LAND BEING 20.00 FEET IN WIDTH AND 80.00 FEET IN LENGTH IN A PART OF SECTIONS 14 AND 15, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SECTION 15 WHOSE EAST ONE-QUARTER CORNER BEARS NORTH 0°19'05" EAST, 2,642.51 FEET;

THENCE ALONG THE EAST SECTION LINE OF SECTION 15 NORTH 0°19'05" EAST, 65.00 FEET, TO THE **POINT OF BEGINNING**.

THENCE NORTH 89°37'43" WEST, 40.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH RAINBOW VALLEY ROAD;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 0°19'05" EAST, 20.00 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°37'43" EAST, 80.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH RAINBOW VALLEY ROAD;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 0°19'05" WEST, 20.00 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89°37'43" WEST, 40.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1,600 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.



EXPIRES 03/31/23

APN: 400-62-026  
NNP III-EMR4 LLC

APN: 400-66-043E  
NNP III-EMR4 LLC

S. RAINBOW VALLEY RD.

BCHH BEING THE  
E.  $\frac{1}{4}$  COR. SEC. 15.  
T2S, R2W, G.&S.R.B.&M.

20'  
IRRIGATION  
LICENSE

S.  $\frac{1}{4}$  COR. SEC. 15.  
T2S, R2W, G.&S.R.B.&M.

S89°37'43"E 80.00'

20.00'

40.00'

40.00'

20.00'

N89°37'43"W

(P.D.B)

40'  
EX. R/W

N89°37'43"W 2642.17'

40'  
EX. R/W

W. OCOTILLO RD.

BCHH BEING THE  
S.E. COR. SEC. 15.  
T2S, R2W, G.&S.R.B.&M.  
(P.D.C.)

40' EX. R/W 40' EX. R/W

## LEGEND



FOUND BRASS CAP



BOUNDARY CORNER

--- IRRIGATION LIENCE LINE

--- SECTION LINE

--- RIGHT-OF-WAY-LINE

G.&S.R.B.&M. GILA AND SALT RIVER BASE & MERIDIAN  
M.C.R. MARICOPA COUNTY RECORDER



EXPIRES 03/31/23



20' IRRIGATION  
LICENSE LINE



STRATEGIC  
SURVEYING, LLC  
1102 W. SOUTHERN AVE.  
SUITE 4  
TEMPE, AZ 85282  
PHONE: (480) 272-7634

DRAWN	AV
CHECKED	JSM
SCALE	1" = 50'
DATE	8/12/20
PAGE	2 OF 2



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/03/2020

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Jose CA Office 177 Park Avenue, Suite 200 San Jose CA 95113 USA	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (A/C. No. Ext): (866) 283-7122	<b>FAX</b> (A/C. No.): (800) 363-0105
<b>INSURED</b> NNP III-EMR 4, LLC Retirement System Lincoln Plaza East 400 Q Street Room E4800 Sacramento CA 95814 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Lloyd's Syndicate No. 4472	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER: 570085107060** **REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TH1600056 SIR applies per policy terms & conditions	09/30/2016	09/30/2021	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION</b> <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570085107060

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Temporary License Agreement - Irrigation License  
City of Goodyear, an Arizona municipal Corporation are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Goodyear Attn City Manager 190 No. Litchfield Road P.O.Box 5100 Goodyear AZ 85358 USA	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  <i>Aon Risk Insurance Services West, Inc.</i>

**Policy Number:** TH1600056

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**ENDORSEMENT NUMBER TWENTY EIGHT**

**CANCELLATION CLAUSE**

This policy is non-cancelable by the policy issuer(s) other than for non-payment of premium, as per the terms of LSW3000.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**





**ENDORSEMENT NUMBER FORTY TWO**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR  
POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision**

As per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II — Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**CG 20 12 05 09**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Policy Number: TH1600056

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**ENDORSEMENT NUMBER FOURTEEN**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

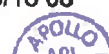
SCHEDULE	
Name of Person or Organization:	As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations, performed at the scheduled projects, for that insured.

**CG 20 10 10 93**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



**ENDORSEMENT NUMBER FORTY THREE**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>SCHEDULE</b>	
<b>Name of Additional Insured Person(s) or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
As per written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a written contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or agreement to provide for such additional insured.
- B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.



**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a written contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CG 20 37 04 13 (amended)**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

