



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2023

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> Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 972-387-3000 <b>E-MAIL ADDRESS:</b> services@swinglecollins.com	<b>FAX (A/C, No):</b> 972-387-3808
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: General Star Indemnity Ins Co		37362
INSURER B: Northfield Insurance Co		27987
INSURER C: Progressive County Mutual Insurance Company		29203
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:** 9482219**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			WS518253	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			960702702	8/16/2023	8/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			IXG675161A	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<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 <input type="checkbox"/>	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 \$
C	Motor Truck Cargo			960702702	8/16/2023	8/16/2024	Limits 150,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Legends at Eagle Mountain Lake  
9685 Boat Club Rd.  
Fort Worth TX 76179

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

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### **Additional Insured information**

Blanket Additional Insured applies.

- |    |                    |  |
|----|--------------------|--|
| 1. | Additional Insured | Lincoln Property Company<br>C/O Registry Monitoring Insurance Services<br>Westlake Village, CA 91361 |
|----|--------------------|--|

### **Waiver of Subrogation information**

Blanket Waiver of Subrogation applies.

- |    |                       |  |
|----|-----------------------|--|
| 1. | Waiver of Subrogation | Lincoln Property Company<br>C/O Registry Monitoring Insurance Services<br>Westlake Village, CA 91361 |
|----|-----------------------|--|

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT - CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A.** Total General Aggregate Limit And Per Project General Aggregate Limit
- B.** Property Of Others - Limited Care, Custody Or Control Coverage
- C.** Lost Key Expenses Coverage
- D.** Blanket Additional Insured (Contractors) (Including Products-Completed Operations)
- E.** Blanket Waiver Of Subrogation

### **PROVISIONS**

#### **A. TOTAL GENERAL AGGREGATE LIMIT AND PER PROJECT GENERAL AGGREGATE LIMIT**

- 1.** The following is added to **SECTION III - LIMITS OF INSURANCE**:

A Total General Aggregate Limit and a Per Project General Aggregate Limit applies.

- a.** The Total General Aggregate Limit of \$5,000,000 is the most we will pay for the sum of all:

**(1)** Medical Expenses under Coverage **C**;

**(2)** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

**(3)** Damages under Coverage **B**;

regardless of the number of:

**(1)** Insureds;

**(2)** Claims made or "suits" brought;

**(3)** Persons or organizations making claims or bringing "suits"; or

**(4)** "Projects".

- b.** A separate Per Project General Aggregate Limit applies for all sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" caused by an "occurrence" under Coverage **A**, and for all medical expenses for "bodily injury" caused by an accident under Coverage **C**, that can be attributed only to operations at a single "project".

The Per Project General Aggregate Limit is an amount equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the Total General Aggregate Limit, the Per Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce both the Total General Aggregate Limit and the Per Project General Aggregate Limit for that "project". Such payments will not reduce the General Aggregate Limit shown in the Declarations, nor will they reduce any other Per Project General Aggregate Limit for any other "project".

The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply to each "project" subject to both the Total General Aggregate Limit and the applicable Per Project General Aggregate Limit for that "project".

- c. For all sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" caused by an "occurrence" under Coverage **A**, and for medical expenses for "bodily injury" caused by an accident under Coverage **C**, that cannot be attributed only to operations at a single "project":
  - (1) Any payments made under Coverage **A** for damages will reduce both the Total General Aggregate Limit and the General Aggregate Limit, or will reduce the Products-Completed Operations Aggregate Limit, whichever is applicable;
  - (2) All payments made under Coverage **C** for medical expenses will reduce both the Total General Aggregate Limit and the General Aggregate Limit;
  - (3) Such payments will not reduce the Per Project General Aggregate Limit for any "project"; and
  - (4) The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.
- d. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and will not reduce the Total General Aggregate Limit, the General Aggregate Limit, or the Per Project General Aggregate Limit for any "project".

**2. The following replaces Paragraph 2. of SECTION III - LIMITS OF INSURANCE:**

**2. The General Aggregate Limit is the most we will pay for the sum of:**

- a. Damages under Coverage **B**; and
- b. Damages because of "bodily injury" or "property damage" caused by an "occurrence" under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for all medical expenses for "bodily injury" caused by an accident under Coverage **C**, that cannot be attributed only to operations at a single "project".

**3. The following is added to the DEFINITIONS Section:**

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

## **B. PROPERTY OF OTHERS - LIMITED CARE, CUSTODY OR CONTROL COVERAGE**

1. The following is added to Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) of this exclusion do not apply to "property damage" to "property of others" that arises out of your operations and is not caused by conversion or unauthorized taking or use. Separate limits of insurance apply to Property Of Others - Limited Care, Custody Or Control as described in **SECTION III - LIMITS OF INSURANCE**.

2. The following is added to **SECTION III - LIMITS OF INSURANCE**:

### **Property Of Others Limits Of Insurance**

Subject to the General Aggregate Limit, the Property Of Others Aggregate Limit of \$50,000 is the most we will pay for all damages because of "property damage" to "property of others".

Subject to the Each Occurrence Limit, the Property Of Others Each Occurrence Limit of \$25,000 is the most we will pay for all damages because of "property damage" to "property of others" arising out of any one "occurrence".

3. The following Section is added:

### **PROPERTY OF OTHERS DEDUCTIBLE**

1. Our obligation to pay damages on your behalf for "property damage" to "property of others" applies only to the amount of "property damage" to "property of others" in excess of the Property Of Others Deductible amount of \$1,000. The Property Of Others Aggregate Limit will not be reduced by the application of such deductible.
  2. The deductible amount applies to all "property damage" to "property of others" as a result of any one "occurrence" regardless of the number of persons or organizations who sustain "property damage" because of that "occurrence".
  3. Our right and duty to defend, and your duties in the event of an "occurrence", claim or "suit" under this insurance, apply irrespective of the application of the deductible amount.
  4. We may pay any part or all of the deductible amount to settle any claim or "suit" for "property damage" to "property of others" and, upon notification of the settlement action, you must promptly reimburse us for the part of the deductible amount paid by us.
4. The following is added to the **DEFINITIONS** Section:

"Property of others" means tools or equipment of others while being used by the insured in performing the insured's operations.

## **C. LOST KEY EXPENSES COVERAGE**

1. The following is added to **SECTION I - COVERAGES**:

### **COVERAGE - LOST KEY EXPENSES**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as "lost key expenses" because of "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking "lost key expenses". However, we will have no duty to defend the insured against any "suit" seeking "lost key expenses" because of "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for "lost key expenses" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A**, Coverage **B**, medical expenses under Coverage **C** or Coverage - **Lost Key Expenses**.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" of a "lost key event" that takes place in the "coverage territory";
- (2) The "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" of a "lost key event" or claim knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" had occurred in whole or in part, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" of a "lost key event" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

- d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" of a "lost key event" or claim:

- (1) Reports all, or any part, of the "property damage", including any claim or "suit" involving or alleging it, to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for "lost key expenses" because of "property damage"; or
- (3) Becomes aware by any other means that "property damage" has occurred, has begun to occur, or is alleged to have occurred or begun to occur.

2. The following replaces Paragraph 1.a.(2), and the last sentence of Paragraph 1.a., of **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and of **SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage - **Lost Key Expenses**, Coverage **A**, Coverage **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

3. The following replaces the title **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

**SUPPLEMENTARY PAYMENTS**

4. The following is added to Paragraph 2. of **SECTION III - LIMITS OF INSURANCE** as a subparagraph identifying another coverage to which the General Aggregate Limit applies:

"Lost key expenses" under Coverage - **Lost Key Expenses**.

5. The following provisions are added to **SECTION III - LIMITS OF INSURANCE:**

**Lost Key Expenses Limit Of Insurance And Deductible**

An Each Lost Key Event Limit and a deductible apply to "lost key expenses" because of "property damage".

- a. Subject to the General Aggregate Limit, the Each Lost Key Event Limit of \$2,500 is the most we will pay under Coverage - **Lost Key Expenses** for the sum of all "lost key expenses" because of "property damage" arising out of an "occurrence" of a "lost key event".
- b. A Lost Key Expenses Deductible of \$250 applies. Our obligation under Coverage - **Lost Key Expenses** to pay "lost key expenses" on your behalf applies only to the amount of "lost key expenses" in excess of the deductible. The Each Lost Key Event Limit will be reduced by the amount of such deductible. The \$250 deductible applies towards handling, investigation, adjustment, and legal expenses, even when no payment is made to the claimant, when a compromise settlement is reached, or when the claim is denied.

The \$250 deductible applies to all "lost key expenses" because of "property damage" as a result of any one "occurrence" of a "lost key event" regardless of the number of persons or organizations who sustain "lost key expenses" because of that "occurrence" of a "lost key event".

The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend the insured against any "suits" seeking those "lost key expenses"; and
- (2) Your duties in the event of an "occurrence" of a "lost key event", claim or "suit",

apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for the part of the deductible amount paid by us.

6. The following is added to **SECTION V - DEFINITIONS:**

"Lost key event" means the loss or mysterious disappearance of keys of others in the care, custody or control of the insured.

"Lost key expenses" means the reasonable cost of:

- a. Replacement keys;
- b. The adjustment of locks to accept replacement keys; or
- c. New locks and keys, including the cost of installation of such new locks.

**D. BLANKET ADDITIONAL INSURED(S) (CONTRACTORS) (INCLUDING PRODUCTS-COMPLETED OPERATIONS)**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect;
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization; and

c. Subject to the following limitations and conditions on the insurance provided to such additional insured:

- (1) If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.
- (2) The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (3) The insurance provided to such additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured. The insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the written contract or agreement requires you to provide such coverage or the end of the policy period, whichever is earlier.
- (4) The insurance provided to such additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the written contract or agreement requires that the insurance provided under this Coverage Part apply on a primary basis, or a primary and non-contributory basis, then this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But, the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
- (5) The additional insured must comply with the following duties:
  - (a) Give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
    - (i) How, when and where the "occurrence" took place;
    - (ii) The names and addresses of any injured persons and witnesses; and
    - (iii) The nature and location of any injury or damage arising out of the "occurrence".
  - (b) If a claim is made or "suit" is brought against the additional insured:
    - (i) Immediately record the specifics of the claim or "suit" and the date received; and
    - (ii) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (c) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - (d) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to the additional insured is primary to other insurance available to the additional insured which covers that person or organization as a named insured.



#### **E. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the written contract or agreement.