

RESOLUTION NO. _____

A resolution authorizing Nashville Phase III Property Holder 2, LLC to construct and install an aerial encroachment at 440 Chestnut Street (Proposal No. 2025M-021EN-001).

WHEREAS, Nashville Phase III Property Holder 2, LLC plans to construct, install and maintain a blade sign, encroaching into the public right-of-way at 440 Chestnut St; and,

WHEREAS, as set forth in the License Agreement for Private Encroachments Into the Public Right of Way, attached hereto as "Exhibit A", and incorporated by reference herein, Nashville Phase III Property Holder 2, LLC, has agreed to indemnify and hold the Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said an aerial encroachment; and,

WHEREAS, Metropolitan Code of Laws §13.16.030(A) allows the Council of the Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by resolution adopted by twenty-one (21) affirmative votes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That subject to the requirements, limitations and conditions contained herein, Nashville Phase III Property Holder 2, LLC is hereby granted the privilege to construct and maintain an aerial encroachment as described in Proposal No. 2025M-021EN-001, in accordance with the plans on file in the office of the Director of the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT"), and attached hereto as Exhibit B.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment under Proposal No. 2025M-021EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of Nashville Phase III Property Holder 2, LLC.

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2025M-021EN-001 shall be under the direction, supervision, and control of the Director of NDOT, and its installation, when completed, must be approved by said Director.

Section 4. That this Resolution confers upon Nashville Phase III Property Holder 2, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on the Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, Nashville Phase III Property Holder 2, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 5. Nashville Phase III Property Holder 2, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2025M-021EN-001, and shall save and hold the Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Nashville Phase III Property Holder 2, LLC shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 6. That the authority granted to Nashville Phase III Property Holder 2, LLC, as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 7. Nashville Phase III Property Holder 2, LLC shall and is hereby required to furnish the Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming the Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and NDOT prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to the Metropolitan Government of Nashville and Davidson County.

Section 8. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Nashville Phase III Property Holder 2, LLC of all provisions of this Resolution shall be determined by the beginning of work.

Section 9. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 7, has been posted with the Metropolitan Clerk and NDOT.

Section 10. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Signed by:

Diana W. Alarcon/R

AC74F1CC700F4DA
Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

INTRODUCED BY:

APPROVED AS TO INSURANCE:

DocuSigned by:

Balogun Cobb

68804BF12FD741C
Insurance and Claims Manager

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Erica Haber

D4F54A5815B0454
Assistant Metropolitan Attorney

Proposal No. 2025M-021EN-001



CERTIFICATE OF LIABILITY INSURANCE

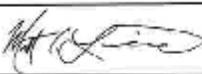
DATE ISSUED/RENEWED
12/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 (lack of such endorsements).

PRODUCER West & Vandyk & Associates Agency LLC Company 3400 Overton Park Drive #L Brentwood Tennessee 37027	CONTACT NAME: Jennifer Rehck PHONE: (615) 377-0700 FAX: (615) 377-0701 EMAIL: Jennifer.Rehck@WV.com ADDRESS: 3400 Overton Park Drive, Suite L, Brentwood, TN 37027
INSUREE Admirals Journeys LLC dba A Capital Partners and Cira Travel & Property - cira2, LLC 101 W Wacker Drive Suite 3300 Chicago, IL 60601	INSURER AFFORDING COVERAGE INSURER 1: ACE American Insurance Company INSURER 2: AXA - American Specialty Insurance Company INSURER 3: INSURER 4: INSURER 5: INSURER 6:

COVERAGE	CERTIFICATE NUMBER: AF7408207	REVISION NUMBER:						
<p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy terms indicated, notwithstanding any requirement, term or condition of any instrument with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all of the terms, exclusions and conditions of such policies. Limits of cover may have been reduced by a rider.</p>								
INSUREE NAME	TYPE OF INSURANCE	INSURER NAME	INSURER NUMBER	POLICY NUMBER	LOSS DATE (MM/DD/YYYY)	RENEWAL (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> AUTOMOBILE <input checked="" type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> 326,000 Retention <input type="checkbox"/> <input type="checkbox"/> AUTO ACCIDENT LIABILITY <input type="checkbox"/> FO/PA <input type="checkbox"/> FO/PL <input checked="" type="checkbox"/> PL <input type="checkbox"/> UTILIC	K	XEL 07/08/2020		06/01/2025	09/01/2026	<input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> DAMAGE TO RENTED PROPERTY (EXCLUDED) <input type="checkbox"/> MEDICAL PAYMENT <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> GENERAL AGREEMENT <input type="checkbox"/> INSURERS' COVERAGE APP <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> UTILIC	\$ 2,000,000 \$ 2,000,000 \$ 5,000 \$ 2,000,000 \$ 10,000,000 \$ 4,000,000 \$ 2,000,000
	<input type="checkbox"/> AUTO <input type="checkbox"/> VEHICLE <input checked="" type="checkbox"/> AUTOMOBILE <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> AUTOMOBILE <input type="checkbox"/> UTILIC						CA. H1162232	09/01/2025
B	<input checked="" type="checkbox"/> COMMERCIAL AUTO <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> EXEMPT <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> UTILIC <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> RETAIL <input checked="" type="checkbox"/> COMMERCIAL \$25,000		XPL/PA/429777303	06/01/2020	06/01/2026	<input type="checkbox"/> EXCESS INSURER <input type="checkbox"/> COMMERCIAL <input type="checkbox"/>	\$ 10,000,000 \$ 10,000,000 \$	
<p>WORKERS COMPENSATION AND EMPLOYERS LIABILITY Any premium or benefit exceeding \$10,000 per week is excluded from the coverage. (Maximum is \$10,000 per week) Description of operations is below:</p>								
<p>DESCRIPTION OF OPERATIONS / EQUIPMENT/VEHICLES: (ACORD 10, Additional Reference Schedule, may be used if more space is required) RF 1-56-Nation</p> <p>The Metropolitan Government of Nashville and Davidson County is included as Additional Insured where needed by written contract.</p>								

CERTIFICATE HOLDER	CANCELLATION
<p>The Metropolitan Government of Nashville and Davidson County 222 3rd Avenue North Bldg 850 Nashville, TN 37201</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 

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ACORD 25 (2015/03)

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D-25-13690

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Nashville Phase III Property Holder 2, 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 NDOT 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 NDOT 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 NDOT.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of NDOT 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: 12/10/25

Benjamin Bordin
(Owner of Property)
440 Pleasant St
(Address of Property)
Nashville, TN
(City and State)

By: Benjamin Bordin
Title: Authorized Signatory

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 10th day of December 2028


(NOTARY PUBLIC)

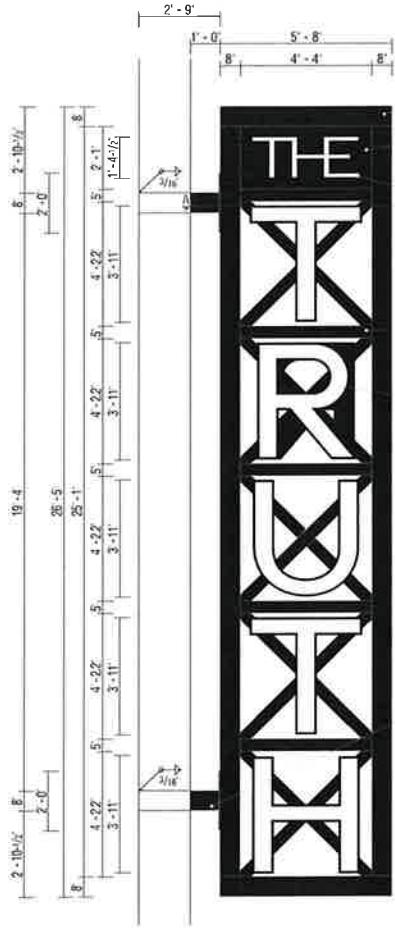
My Commission Expires: May 3, 2027



THE TRUTH

**Exterior Signage - Design Development
Updated Drawings - 09/08/2025**





1 FRONT VIEW
SCALE: 1/4" = 1'-0"

8" x 8" x 1/4" square aluminum tube frame painted black

1/8" thick aluminum panel at top of sign to provide structure to mount "THE" to and hide power supplies and wiring.

3" deep LED illuminated channel letters with 3000K warm white lighting. Face to be clear acrylic with 1st surface applied translucent white vinyl and 2nd surface applied 60% diffuser film (3M 3635-70). Returns and backs painted black. Faces to be held in place with 1" retainer.

5" x 5" x 1/8" square aluminum tube horizontal and diagonal structure painted black.

3" deep LED illuminated channel letters with 3000K warm white lighting. Face to be clear acrylic with 1st surface applied translucent white vinyl and 2nd surface applied 60% diffuser film (3M 3635-70). Returns and backs painted black. Faces to be held in place with 1" retainer.

8" square steel posts welded (3/16" weld) to steel building structure to protrude 1'-0" past finished wall. Posts to be installed prior to masonry work being completed. 1/2" thick steel mounting plate welded to the end of posts. Sign mechanically fastened to mounting plate.

A 120V, 20amp circuit will need to be provided in a junction box inside the building near the top post of the sign. Access to this area will be necessary in the finished building for sign install and maintenance.

2 SIDE VIEW
SCALE: 1/4" = 1'-0"

2' - 0"

8" 8" 8"

2' - 9"

1' - 0"

5' - 8"

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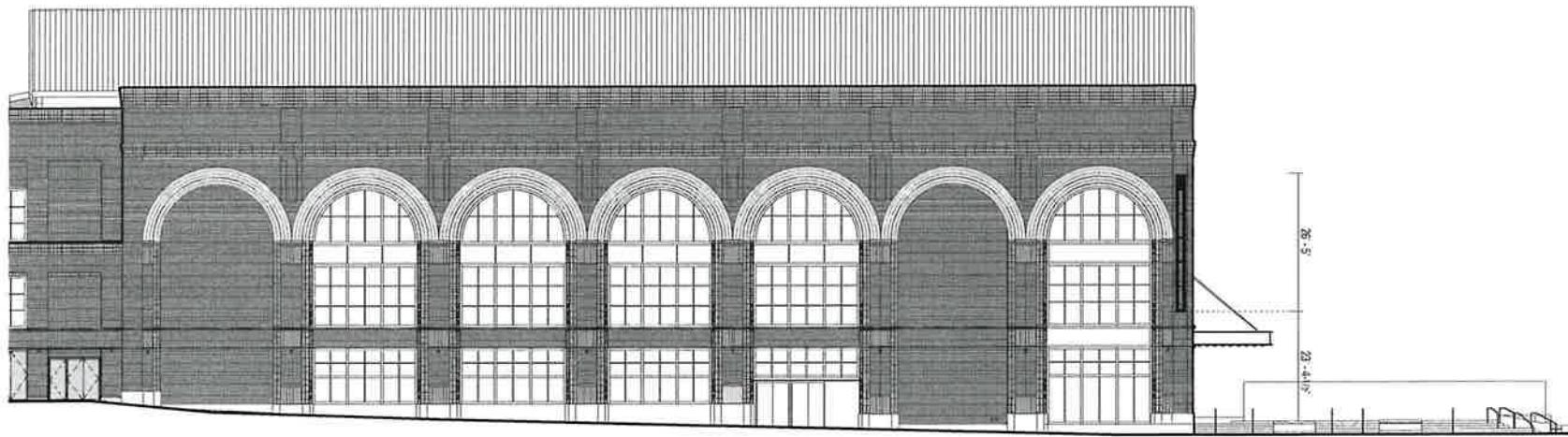
1' - 0"

5' - 8"

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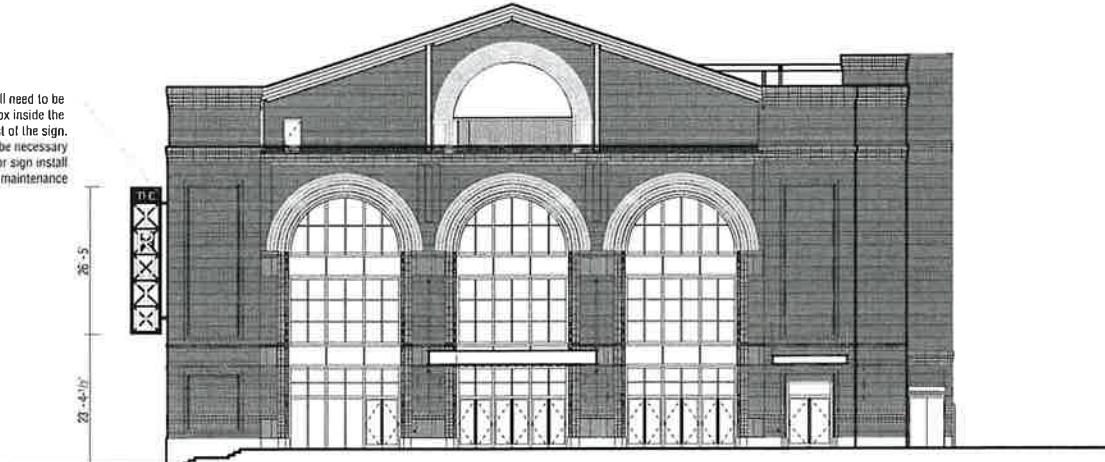
5'

1'



1 SOUTH ELEVATION
SCALE: 3/64" = 1'-0"

A 120V, 20amp circuit will need to be provided in a junction box inside the building near the top post of the sign. Access to this area will be necessary in the finished building for sign install and maintenance.



2 EAST ELEVATION
SCALE: 3/64" = 1'-0"

JARVIS SIGNS

DESIGN • BUILD • INSTALL • SERVICE

310 Madison St
Madison, TN 37115

615 865 6062

www.jarvissigns.com

Customer:
Live Nation - The Truth Music Venue
Chestnut St.
Nashville, TN

Attn: Stephanie Brantman
stephaniebrantman@livenation.com
913-488-5221

File Location:
Design\Drawings\IT Folder\The Truth

The Truth Exterior Signage Update II.ai

Sign Type:
Blade Sign

Drawn By: Project Manager:
JAD JAD

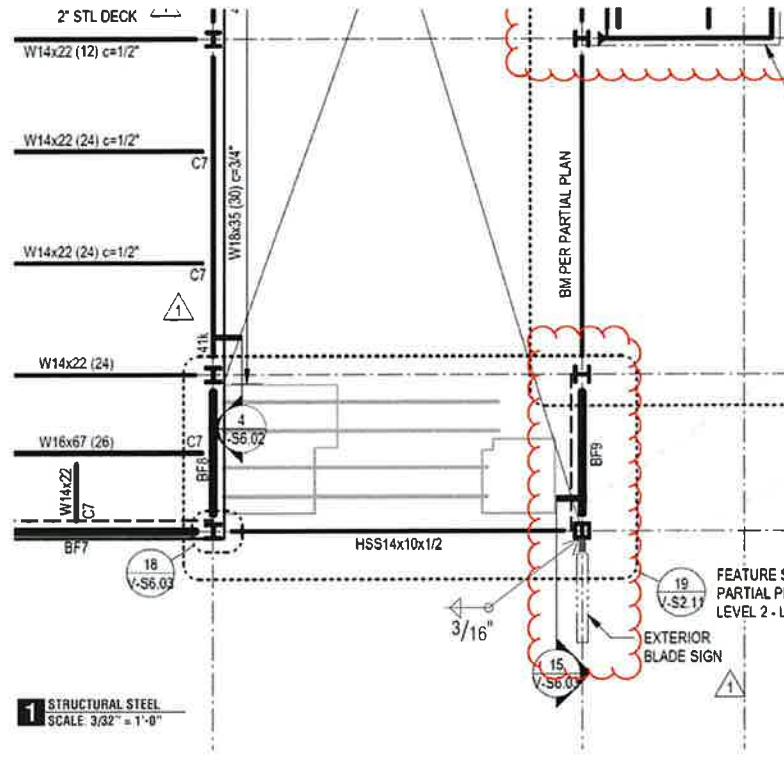
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SG.1a

Original Date: 8/11/25	Revision Date: 9/8/25	Rev # 2
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Colors will appear differently from one computer monitor to another. The colors in the customers/client's approval drawings only to be used as reference. Please refer to actual color chip for accurate color reference.



A 120V, 20amp circuit will need to be provided in a junction box inside the building near the top post of the sign. Access to this area will be necessary in the finished building for sign install and maintenance.

8" square steel posts welded to steel building structure and to run 1'-0" past finished masonry. Posts to be installed prior to masonry work being completed, sign to be attached at later date.

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DESIGN • BUILD • INSTALL • SERVICE

310 Madison St
Madison, TN 37115

615 865 6062

www.jarvissigns.com

Customer:
Live Nation - The Truth Music Venue
Chestnut St,
Nashville, TN

Attn: Stephanie Brantman
stephaniebrantman@livenation.com
913-488-5221

File Location:
Design\Drawings\IT Folder\The Truth

The Truth Exterior Signage Update II.ai

Sign Type:
Blade Sign

Drawn By: Project Manager:
JAD JAD

PAGE #
SG.1b

Original Date:	Revision Date:	Rev #
8/11/25		

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Proof upon receipt will entitle you to a 10% collection fee. It is the customer/client/recipients responsibility to verify quantities and dimensions of the product prior to signing off your layout. Any correction made after product is begun will be the customers/client/recipients responsibility and additional charges will apply.

*Colors will appear differently from one computer monitor to another. The colors in the customers/client/recipients approval drawings only to be used as reference. Please refer to actual color chip for accurate color reference.



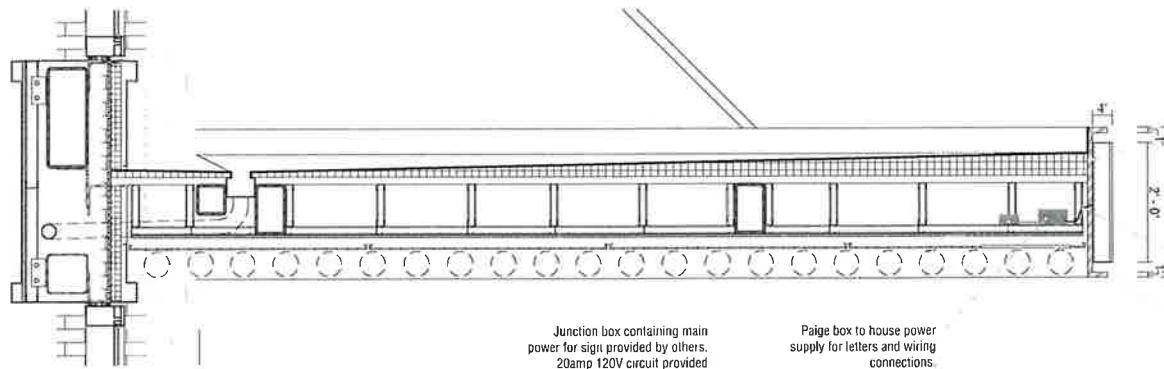
1 FRONT VIEW
SCALE: 1/2" = 1'-0"

18" x 18" access panels to allow for wiring installation.

18" x 18" access panels to allow for wiring installation.



2 SIDE VIEW
SCALE: 1/2" = 1'-0"



3 CANOPY SECTION
SCALE: 1/2" = 1'-0"

Junction box containing main power for sign provided by others. 20amp 120V circuit provided roughly centered on canopy face, not more than 5 ft from canopy face.

Page box to house power supply for letters and wiring connections.

Channel letters mechanically fastened flush to steel structure.
Low voltage wires from letters to power supply in sealight.

Qty: 2 - 18" x 18" access panels to allow for wiring installation.

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Madison, TN 37115

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Customer:
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Attn: Stephanie Brantman
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913-486-5221

File Location:
Design\Drawings\T Folder\The Truth
The Truth Exterior Signage Update II.ai

Sign Type:
Canopy Sign

Drawn By: Project Manager:
JAD JAD

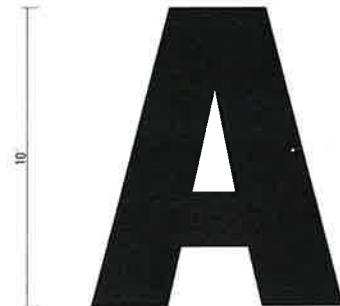
PAGE #
SG.2

Original Date:	Revision Date:	Rev #
8/11/25	8/26/25	1

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NOTICE: All production upon receipt of your signed bid sheet, implies via email or telephone, that you agree to the following: All work to be performed in accordance with the drawings, specifications, requirements, responsibilities to verify quantities, and to be paid in full upon completion of the work. Any changes in layout, any rework or any other production losses will be the customer's sole responsibility and additional charges will be applied.

Color: Color will appear differently from one computer monitor to another. The colors in the customer's printouts are approximations only to be used as reference. Please refer to actual color chip for accurate color reference.



1 FRONT VIEW DETAIL
SCALE: 1:4

3/4" thick aluminum letters with faces and returns painted Black with satin finish.
Letters to be stud mounted flush to wall.

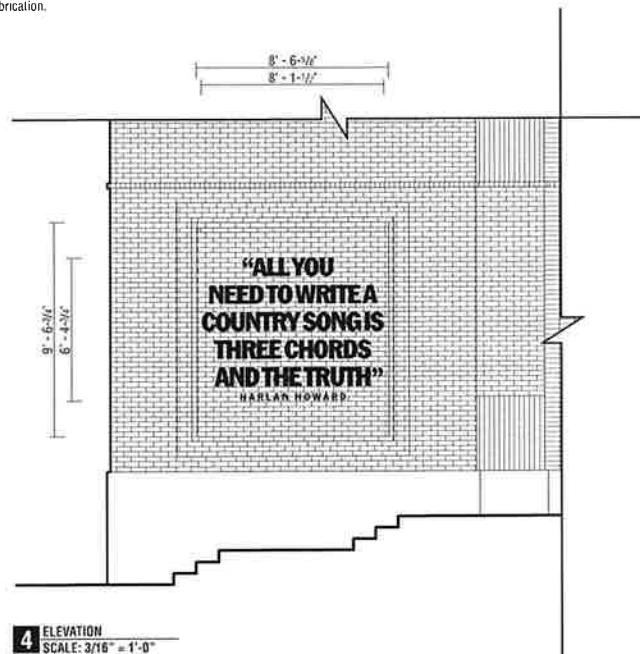


2 SIDE VIEW DETAIL
SCALE: 1:4

“ALL YOU
NEED TO WRITE A
COUNTRY SONG IS
THREE CHORDS
AND THE TRUTH”
HARLAN HOWARD

3 TEXT LAYOUT
SCALE: 3/4" = 1'-0"

BPS will provide art file
for quote prior to fabrication.



4 ELEVATION
SCALE: 3/16" = 1'-0"

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Madison, TN 37115

615 865 6062

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Customer:
Live Nation - The Truth Music Venue
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Attn: Stephanie Brantman
stephaniebrantman@livenation.com
913-488-5221

File Location:
DesignDrawings\T Folder\The Truth
The Truth Exterior Signage Update II.ai

Sign Type:
Quote Letters

Drawn By: Project Manager:
JAD JAD

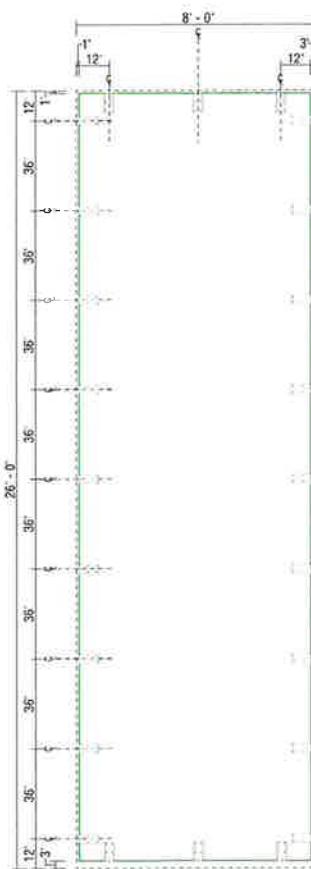
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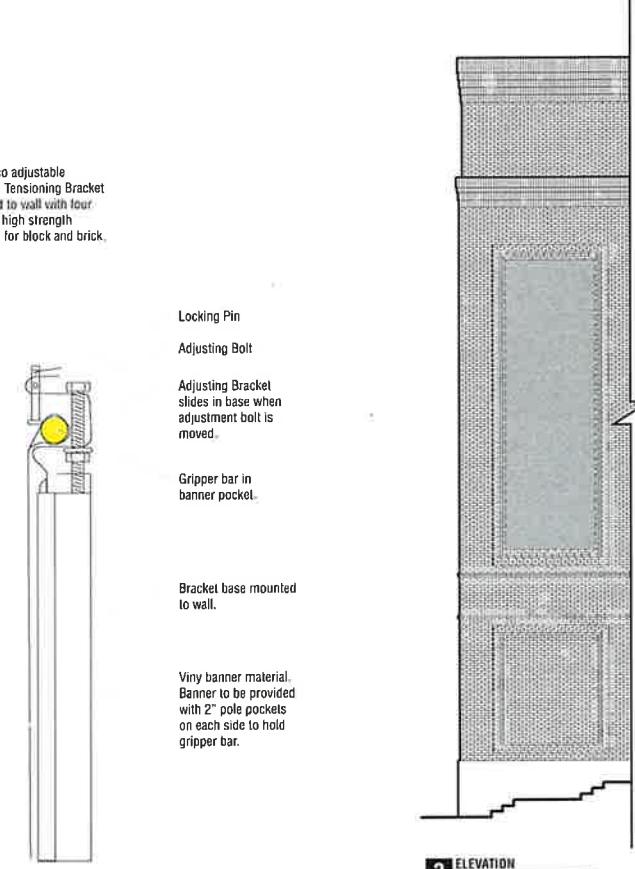
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Production will proceed upon receipt of your signed and dated approval.
The quote is subject to the above collection fees. It is the customer/client's responsibility to verify quantities, dimensions, and colors. Any changes to the quote after production begins will be charged at the hourly rate. The quote is valid for 30 days. After 30 days, the quote will be reviewed and revised.

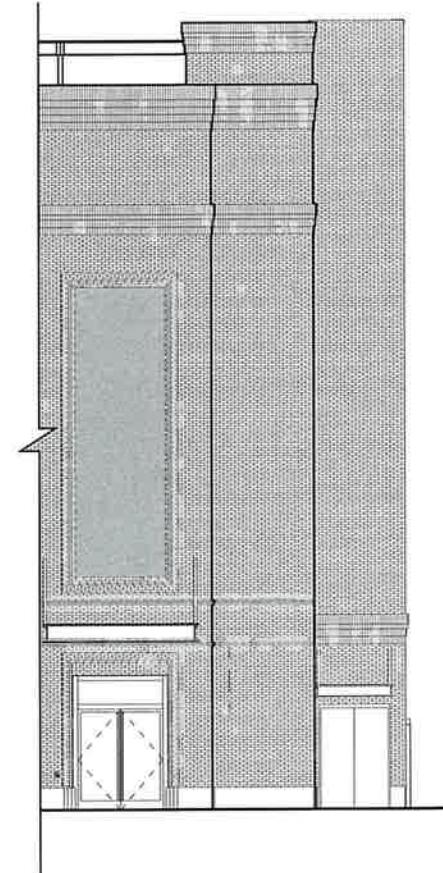
Colors will appear differently from one computer monitor to another. The colors in the customer/supplier's approval drawings only to be visual reference. Please refer to the color chapter for accurate color reference.



1 TENSION SYSTEM MOUNTING SCALE 1/4" = 1'-0"



2 BRACKET DETAIL
SCALE: NTS



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Customer:

Live Nation - The Truth Music Venue
Chestnut St.
Nashville, TN

Attn: Stephanie Brantman
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913-488-5221

File Location:

Sign Type:

Drawn By: **Project Manager:**
JAD JAD

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