

ORDINANCE NO. \_\_\_\_\_

An ordinance authorizing Henrad Centennial Development I, LLC to maintain an underground and aboveground encroachment at 5701 Centennial Boulevard (Proposal No. 2025M-003EN-001).

WHEREAS, Henrad Centennial Development I, LLC plans to maintain a small portion of an existing building, encroaching into the public right-of-way at 5701 Centennial Boulevard (the "Property"); 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 Henrad Centennial Development I, 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 underground and aboveground encroachment; and,

WHEREAS, Metropolitan Code of Laws § 13.08.030 allows the Council of the Metropolitan Government of Nashville and Davidson County to, by ordinance, grant encroachments, permits or privileges to construct, install, operate and/or maintain an encroachment in, on, over, or under any street, road, alley, sidewalk, or other public way.

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

Section 1. That subject to the requirements, limitations and conditions contained herein, Henrad Centennial Development I, LLC is hereby granted the privilege to maintain an underground and aboveground encroachment, as described in Proposal No. 2025M-003EN-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 maintenance of said underground and aboveground encroachment under Proposal No. 2025M-003EN-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 Henrad Centennial Development I, LLC.

Section 3. That maintenance of said underground and aboveground encroachment under Proposal No 2025M-003EN-001 shall be under the direction, supervision, and control of the Director of NDOT.

Section 4. That this Ordinance confers upon Henrad Centennial Development I, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this Ordinance, 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, Henrad Centennial

Development I, LLC, its successors and assigns, shall remove said Underground Encroachment at their own expense.

Section 5. Henrad Centennial Development I, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said underground and aboveground encroachment under Proposal No. 2025M-003EN-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 Underground 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. Henrad Centennial Development I, 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 underground and aboveground encroachment, and for any street closure.

Section 6. That the authority granted to Henrad Centennial Development I, 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. Henrad Centennial Development I, 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 \$4,000,000 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 or maintenance of said underground and aboveground 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. The acceptance by Henrad Centennial Development I, LLC of all provisions of this Ordinance shall be determined by the passage of this Ordinance.

Section 9. The authority granted pursuant to this Ordinance 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 Ordinance 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/RL*

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

INTRODUCED BY:

APPROVED AS TO INSURANCE:

DocuSigned by:

*Balogun Cobb*

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Insurance and Claims Manager

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:

*Erica Haber*

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Assistant Metropolitan Attorney

## Proposal No. 2025M-003EN-001



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2025

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> SouthPoint Risk 992 Davidson Dr Suite 108 Nashville TN 37205		<b>CONTACT NAME:</b> Camille Keiser <b>PHONE (A/C, No, Ext):</b> (615) 356-3212 <b>FAX (A/C, No):</b> (615) 356-5915 <b>E-MAIL ADDRESS:</b> ckeiser@southpointrisk.com	
<b>INSURED</b> Henrad Centennial Development I, LLC 19135 Edgehill Dr Irvine CA 92603		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Central Insurance Companies <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 24-25

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CLP 8924292	10/11/2024	10/11/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMPIOP AGG \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Metropolitan Government of Nashville & Davidson c/o Insurance & Safety Div  
is listed as additional insured as required by written contract. A waiver of subrogation applies in favor of the certificate holder as required by written contract.

<b>CERTIFICATE HOLDER</b> The Metropolitan Government of Nashville & Davidson c/o Insurance & Safety Div 222 3rd Ave N. #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 
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ACORD 25 (2016/03)

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LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, HENRAD Centennial Development I, 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: 8/23/24

[Signature]  
(Owner of Property)

5701 Centennial Blvd  
(Address of Property)

Nashville TN 37209  
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 23<sup>rd</sup> day of August, 2024

[Signature]  
(NOTARY PUBLIC)

My Commission Expires: 01/05/26





