

RESOLUTION NO. _____

A resolution authorizing 300 Broadway, LLC to construct, install, and maintain an aerial encroachment at 300 Broadway (Proposal No. 2025M-011EN-001).

WHEREAS, 300 Broadway, LLC plans to construct, install, and maintain two proposed double-faced LED illuminated blade projecting signs, encroaching into the public right-of-way at 300 Broadway; 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, 300 Broadway, 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 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, 300 Broadway, LLC is hereby granted the privilege to construct and maintain an aerial encroachment as described in Proposal No. 2025M-011EN-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-011EN-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 300 Broadway, LLC.

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2025M-011EN-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 300 Broadway, 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, 300 Broadway, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 5. 300 Broadway, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2025M-011EN-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. 300 Broadway, 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 300 Broadway, 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.

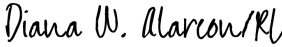
Section 7. 300 Broadway, LLC shall and is hereby required to furnish the Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming the Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for the payment 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 300 Broadway, 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:

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

INTRODUCED BY:


APPROVED AS TO INSURANCE:

DocuSigned by:

68804BF12FD741C...
Insurance and Claims Manager

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

D4F54A5815BD454...
Assistant Metropolitan Attorney

Proposal No. 2025M-011EN-001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2025

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).

PRODUCER Brown & Brown Insurance Services, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: Stephen Box PHONE (A/C, No, Ext): (615) 385-2860 FAX (A/C, No): (615) 385-8360 E-MAIL ADDRESS: Stephen.Box@bbrown.com															
INSURED 300 Broadway, LLC One Gaylord Drive Nashville TN 37124		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER C: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: Lexington Insurance Company	19437	INSURER C: AXIS Surplus Insurance Company	26620	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 10/124-25 Master **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 <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-ECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability	Y		1000305471241	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 Occ / Agg \$ 2M / \$4M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			1000007860 241	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEP <input checked="" type="checkbox"/> RETENTION \$ 0			015375227	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	1000004365	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$2,000,000 excess of \$3,000,000
C	Second Layer Excess			P-001-001429477-01	10/01/2024	10/01/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

RE: remove existing 2 blade signs and replace with new updated designs (one at Broadway and one at 3rd Ave) at 300 Broadway, Nashville, TN 37201
 The Metropolitan Government of Nashville & Davidson County Metro Legal & Claims c/o Insurance and Safety Division are included as additional when required by written contract.

CERTIFICATE HOLDER The Metropolitan Government of Nashville & Davidson County Metro Legal & Claims 222 Third Ave N, Ste 501 Nashville TN 37201	CANCELLATION 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 16 (201603)

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LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, 300 Broadway 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: 6/5/25

300 BROADWAY LLC DBA OLE PED
(Owner of Property)

300 BROADWAY
(Address of Property)

NASHVILLE TN 37201
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 5th day of June, 2028

Anita Byrd
(NOTARY PUBLIC)

My Commission Expires: 7/3/2028





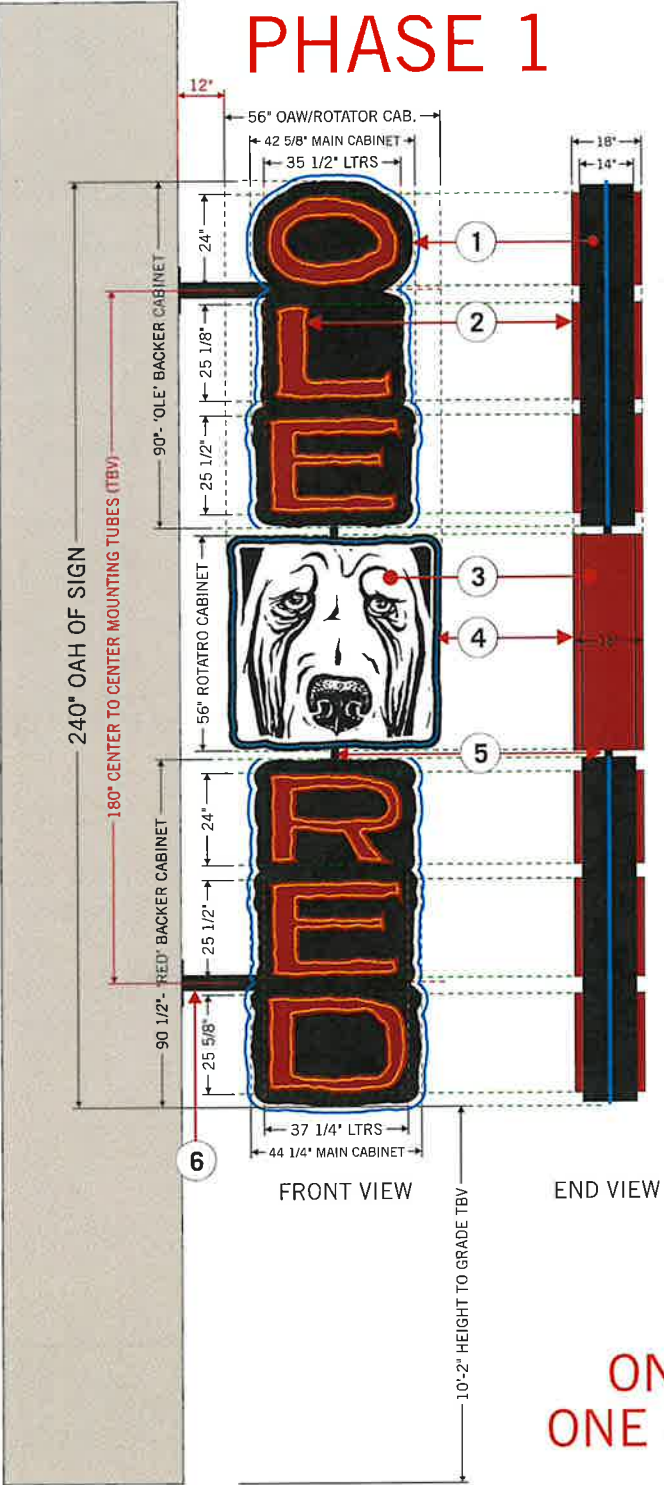
EAST ELEVATION / 3RD AVE N
93.3 SQ FT

PHASE 1

 JOSLIN AND SON SIGNS <small>CUSTOM SINCE 1977</small>	
630 MURFREESBORO PIKE NASHVILLE, TN 37210	
615_255_3463 615_255_3518 FAX	
JOSLINSIGN.COM	
OLE RED	
300 BROADWAY NASHVILLE, TN 37201	
DRW#_	240629-S50
QUOTE#_	-----
WK_ORD#_	-----
DESIGNER_	M. CLINE
PROJ_MGR_	M. SHEA
DATE_	05.20.25
COLORS & FINISHES:	
CUSTOMER SIGNATURE _____	
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SHEET 1 OF 2	

PHASE 1

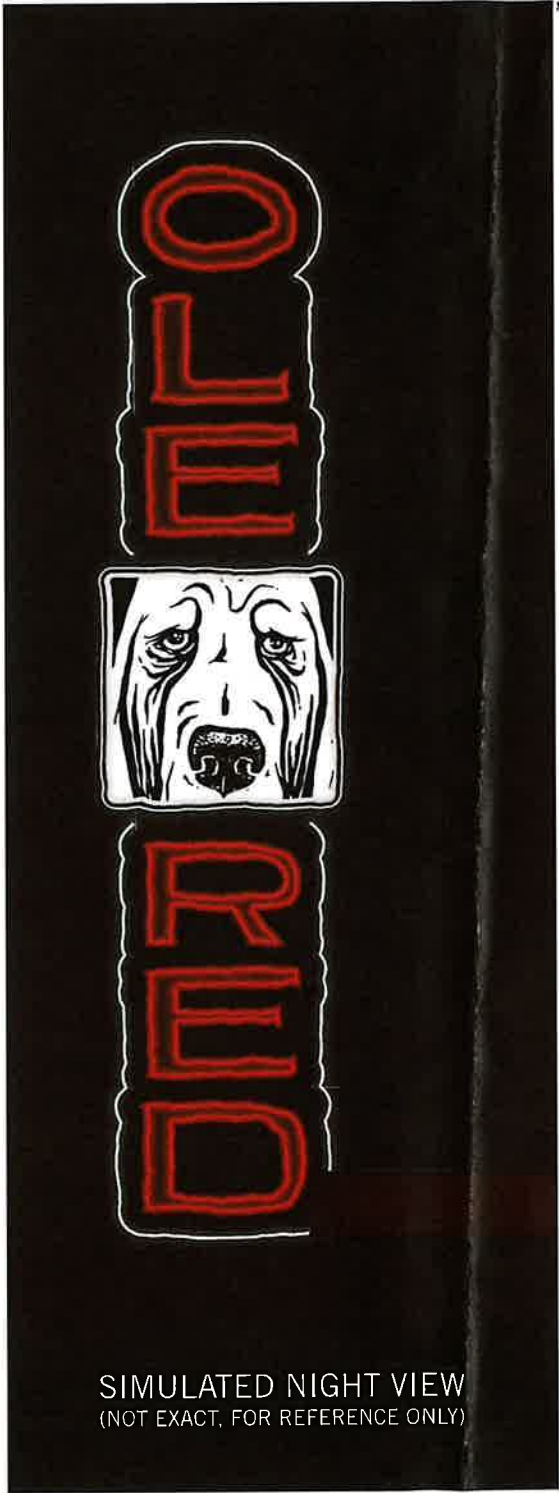
SIGNS ① & ②
93.3 SQ FT EACH



TWO (2) REQUIRED
DOUBLE SIDED PROJECTING SIGNS
WITH NEON ILLUMINATION AND
ROTATING CENTER CABINET
SCALE: 1/4"=1'-0"

- ① 14" DEEP (TBV) MAIN SIGN CABINET PAINTED FLAT/MATTE BLACK WITH WHITE ACCENT NEON AROUND CABINET PERIMETER. (WHITE NEON SHOWN IN BLUE FOR CLARITY) (EXACT NEON COLOR/SIZE TBD)
- ② 2" DEEP OPEN FACED ALUMINUM CHANNEL LETTERS WITH RED NEON ILLUMINATION (EXACT COLOR/SIZE TBD). (RED NEON SHOWN IN ORANGE FOR CLARITY) LETTER INTERIOR AND RETURNS PAINTED RED PMS 7627 C WITH FLAT/MATTE FINISH.
- ③ ROTATING D/F ILLUMINATED CENTER CABINET TO BE 18" DEEP (TBV) WITH WHITE ACRYLIC FACES DECORATED WITH BLACK VINYL AND INTERNAL WHITE ILLUMINATION. CABINET RETURN PAINTED PMS 7627 C.
- ④ ROTATING CENTER CABINET TO HAVE 2"D x 2" W OPEN FACE BORDER CHANNEL WITH WHITE NEON (EXACT NEON COLOR/SIZE TBD) (WHITE NEON SHOWN IN BLUE FOR CLARITY) -BORDER CHANNEL INTERIOR PAINTED FLAT/MATTE BLACK. -RETURNS PAINTED PMS 7627 C.
- ⑤ 2" DIA SUPPORT TUBE FOR CENTER CABINET MOUNTED INTO ROTATOR MOTOR LOCATED IN TOP CABINET ABOVE.
- ⑥ 4" SQUARE STEEL TUBE MOUNTING ARMS AND MOUNTING PLATES PAINTED SATIN BLACK. (SIZE AND LOCATION TBV BY ENGINEER)

ONE SIGN TO INSTALL ON BROADWAY
ONE SIGN TO INSTALL ON 3RD AVE NORTH



SIMULATED NIGHT VIEW
(NOT EXACT, FOR REFERENCE ONLY)



630 MURFREESBORO PIKE
NASHVILLE, TN 37210

615_255_3463
615_255_3518 FAX

JOSLINSIGN.COM

OLE RED

300 BROADWAY
NASHVILLE, TN 37201

DRW#_ 240629-S50

QUOTE#_ -----

WK_ORD#_ -----

DESIGNER_ M. CLINE

PROJ_MGR_ M. SHEA

DATE_ 05.20.25

- COLORS & FINISHES:
- BLACK PAINT (SATIN)
 - RED PAINT PMS 7627 C (FLAT/MATTE)
 - RED NEON (TBV)
 - WHITE NEON (TBV)
 - WHITE LED
 - WHITE ACRYLIC
 - BLACK VINYL

CUSTOMER SIGNATURE

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