An ordinance authorizing Nashville Phase I Property Holder LLC to construct and install aerial and underground encroachments at 512 Houston Street (Proposal No. 2025M-016EN-001).

WHEREAS, Nashville Phase I Property Holder LLC plans to construct, install and maintain fixed canopies, signage, lighting, sidewalk drains and exhaust ducts, encroaching into the public right-of-way at 512 Houston Street; 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 I Property Holder 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 and underground encroachments; 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, Nashville Phase I Property Holder LLC is hereby granted the privilege to construct and maintain aerial and underground encroachments as described in Proposal No. 2025M-016EN-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 and underground encroachments under Proposal No. 2025M-016EN-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 I Property Holder LLC.

Section 3. That construction and maintenance of said aerial and underground encroachments under Proposal No. 2025M-016EN-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 Ordinance confers upon Nashville Phase I Property Holder 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, Nashville Phase I Property Holder LLC, its successors and assigns, shall remove said aerial and underground encroachments at their own expense.

Section 5. Nashville Phase I Property Holder LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial and underground encroachments under Proposal No. 2025M-016EN-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 and underground encroachments 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 I Property Holder 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 and underground encroachments, and for any street closure.

Section 6. That the authority granted to Nashville Phase I Property Holder 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 I Property Holder 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 \$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 and underground encroachments. 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 I Property Holder LLC of all provisions of this Ordinance shall be determined by the beginning of work.

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:	INTRODUCED BY:
Signed by:  Diana W. Marcon/Rl  AC74F1CC700F4DA	
Diana W. Alarcon, Director  Nashville Department of Transportation	
And Multimodal Infrastructure	
APPROVED AS TO INSURANCE:	
DocuSigned by:	Member(s) of Council
Balozun Cobb	
111501 al luce al luc Claims Manager	
APPROVED AS TO FORM	
AND LEGALITY:	
DocuSigned by:	
Erica Haber	
ASSISTANT WETropolitan Attorney	

## Proposal No. 2025M-016EN-001

<i>ACORD</i> ° C	CERTIFICATE OF LIABILITY INSURANCE						10/20/2025		
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(les) 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 McGriff, a Marsh & McLennan Agency LLC Com	namv.		NAME: Brendan Re						
3400 Overton Park Drive SE		PHONE (A/C, No, Ext): 404 497-7500 (A/C, No):							
Suite 300 Atlanta, GA 30339		E-MAIL ADDRESS: breback@mcgriff.com INSURER(IS) AFFORDING COVERAGE NAIC #							
		INSURER(S) AFFORDING COVERAGE							
INSURED		INSURER A :ACE American Insurance Company				22667			
Adventurous Journeys LLC dba AJ Capital Partners Nashville Phase I Property Holder LLC			INSURER B :ACE Property and Casualty Insurance Company				20699		
20 N. Wacker Drive			INSURER C : Markel American Insurance Company INSURER D : Aspen American Insurance Company				28932 43460		
Suite 3900 Chicago, IL 60606			INSURER E :Fireman's				21873		
l			INSURER F:				21015		
COVERAGES CER	RTIFICA	ATE NUMBER:TAV8CANA			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES									
INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY	PERTAI	N, THE INSURANCE AFFORD	ED BY THE POLICIE	8 DESCRIBE					
EXCLUSIONS AND CONDITIONS OF SUCH				PAID CLAIMS.					
INSR TYPE OF INSURANCE	INSD W	WD POLICY NUMBER XSL G49358118	(MM/DDYYYY) 09/01/2025	(MINIODAYYYY)	LIM	пв			
X COMMERCIAL GENERAL LIABILITY		A&L 043358118	09/01/2025	US/U1/2026	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000		
X \$25,000 Retention					PREMISES (Ea occurrence)	\$	2,000,000 5,000		
X \$25,000 Retention					MED EXP (Any one person)	\$	2,000,000		
GENLAGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY GENERAL AGGREGATE	5	10.000,000		
POUCY PECT X LOC					PRODUCTS - COMPYOP AGG		4,000,000		
OTHER:					Liquor Liability	5	2,000,000		
AUTOMOBILE LIABILITY	+				COMBINED SINGLE LIMIT (Ea accident)		-,,		
ANY AUTO					BODILY INJURY (Per person)	\$			
OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident	) 5			
HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$			
						\$			
B X UMBRELLA LIAB X OCCUR	П	XEUG47422772003	09/01/2025	09/01/2026	EACH OCCURRENCE	\$	10,000,000		
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	10,000,000		
DED X RETENTION \$25,000 WORKERS COMPENSATION	$\vdash$				I DEED I TATE	\$			
AND EMPLOYERS' LIABILITY Y/N					STATUTE ER	r			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$			
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE - EA EMPLOYE	_			
C 10M X 10M Excess	++	MKLM6MM30001876	09/01/2025	09/01/2026	AGGREGATE	\$	10,000,000		
D 10M X 20M Excess E 10M X 30M Excess		CXD15R725 U8C042917254			AGGREGATE AGGREGATE	5	10,000,000		
						\$			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACC	ORD 101, Additional Remarks Schedu	e, may be attached if mon	space is requir	ed)	•			
RE: 512 Houston Street, Nashville, TN 37203									
in the event of cancellation by the insurance of	ompany	the General Liability policy has	been endorsed to pro	vide 30 days N	lotice of Cancellation (exc	ept for 10	days		
non-payment) to the certificate holder shown below.									
CERTIFICATE HOLDER			CANCELLATION						
			PHOLED ANY OF	TUE ADOVE D	ESCRIBED BOI ICIES DE	CANCELL	ED DECODE		
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN									
The Metropolitan Government of Nashville and Davidson County			ACCORDANCE WI	ACCORDANCE WITH THE POLICY PROVISIONS.					
Metro Legal & Claims CIO Insurance and Safety Division 720 South 5th Street Authorized Representative									
Nashville, TN 37206						~			
Page 1 of 1									

ACORD 25 (2016/03)

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# LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY

Nashville Phase I Property Holder LLC \_\_\_\_, in consideration of the Resolution No. \_\_\_\_ 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

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

days' notice to the Director of NDOT.

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: 10 13 25

Nashville Phase I Property Holder LLC

(Owner of Property)

512 Houston Street

(Address of Property)

Nashville, TN

(City and State)

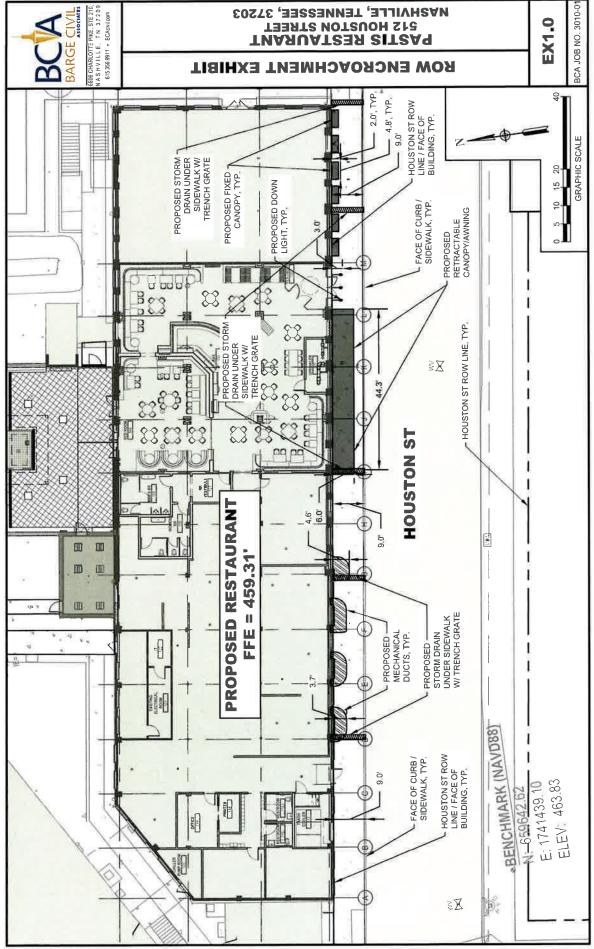
STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

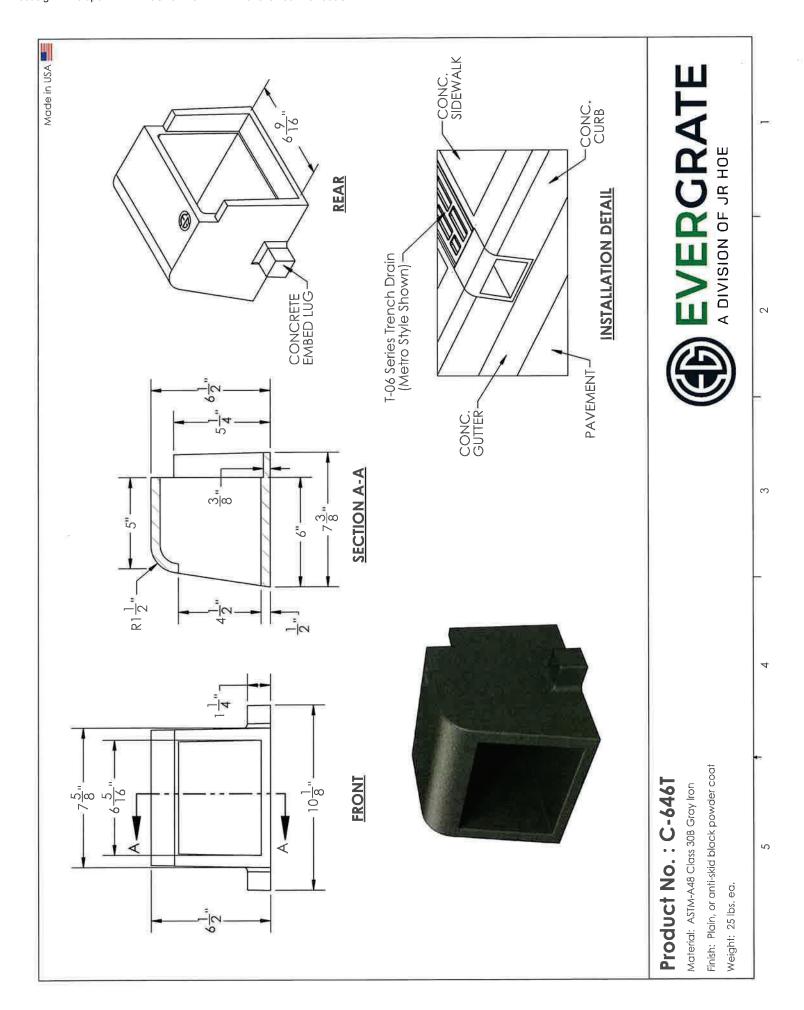
Sworn to and subscribed before

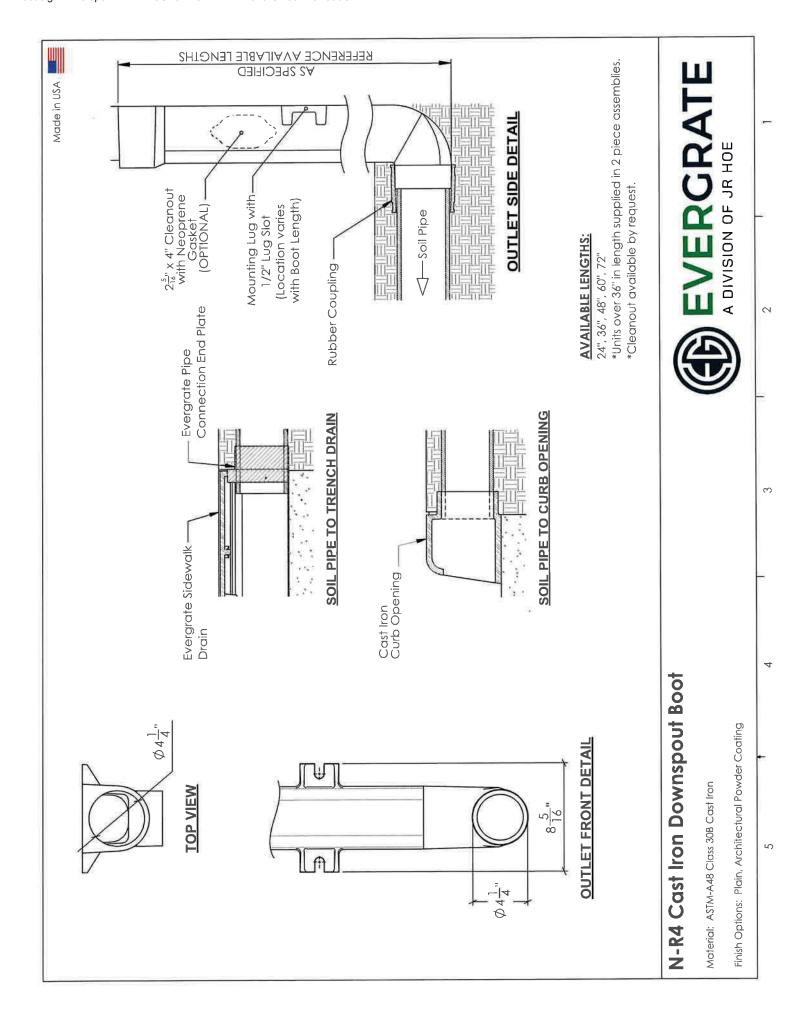
My Commission Expires:

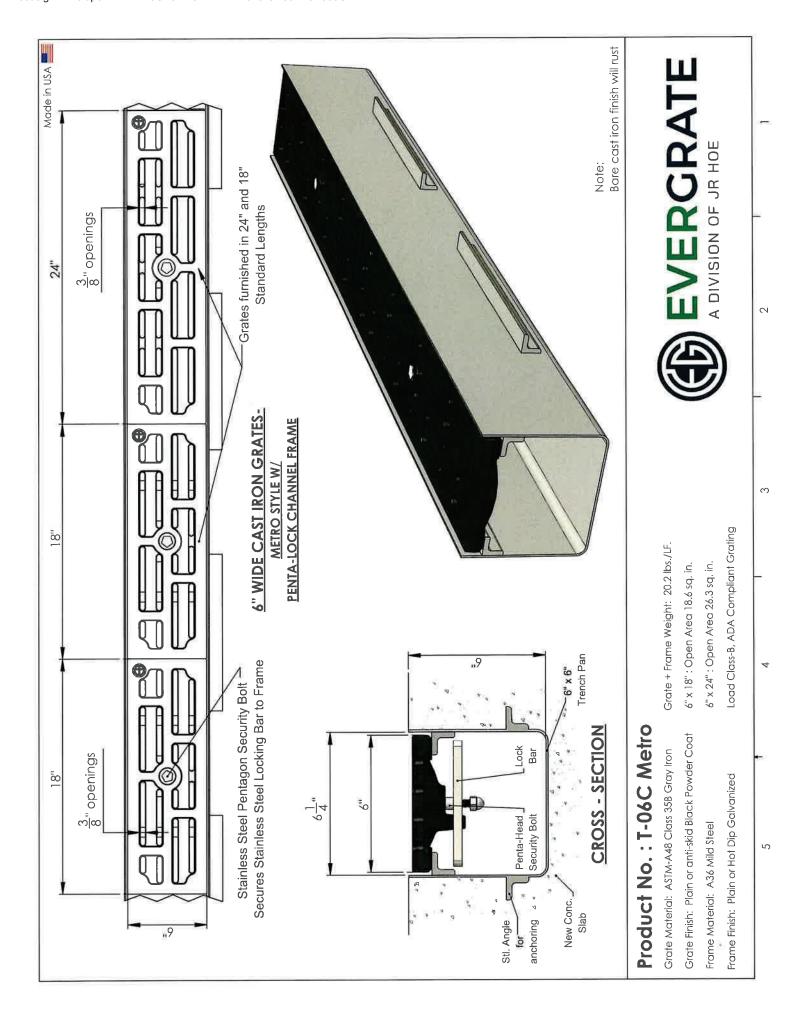
May 3, 2027

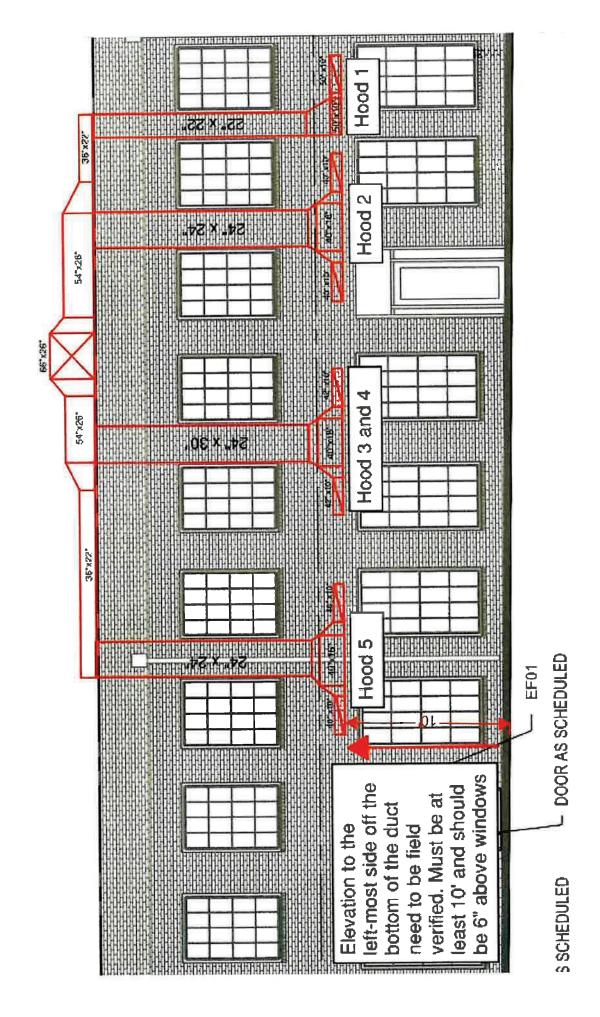


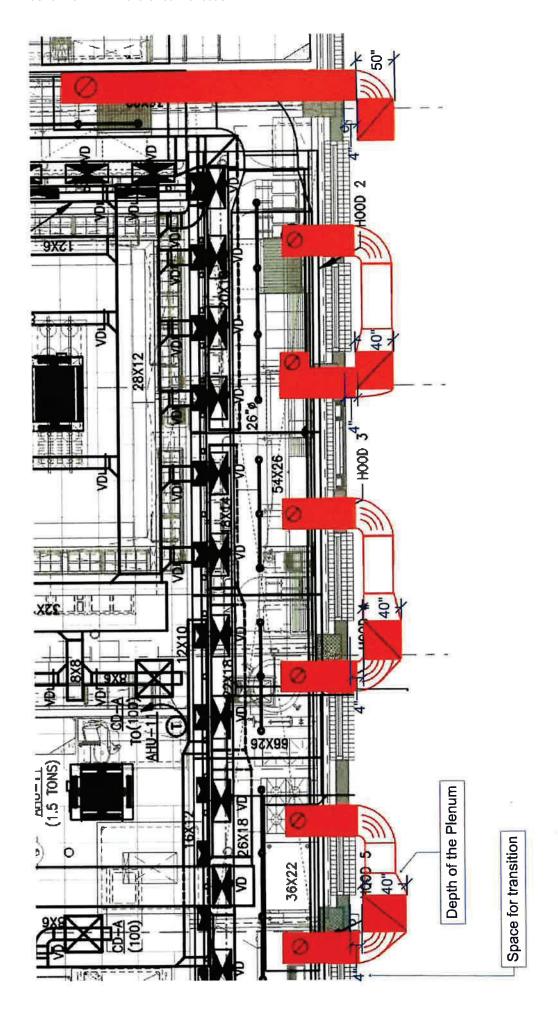
P:/3010 AJ Capital Partners/3010-001 Pastis Restaurant/Drwg/3010-001\_Pbase dwg-ROW Encroachment Exhibit











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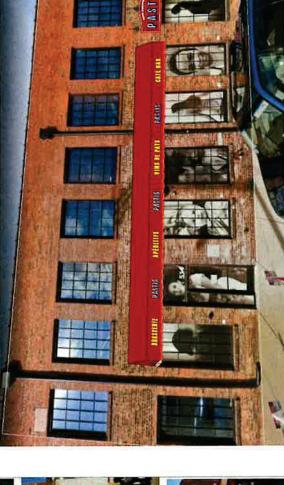
AWNING GRAPHICS = 24.1 S FT (PG 3) WALL SIGN = 35.6 SQ FT (PG 5)











RENDERING AND LOCATION NOT EXACT, FOR GENERAL REFERENCE ONLY

630 MURFREESBORO PIKE Nashville, tn 37210 JOSLINSIGN.COM 615\_255\_3518 FAX

PASTIS NASHVILLE

230345-H60 512 HOUSTON STREET NASHVILLE, TN 37203

107737 QUOTE 144

WK\_ORD#

M. CLINE M. CLINE PRO1\_MGR DESIGNER

07.11.24

DATE

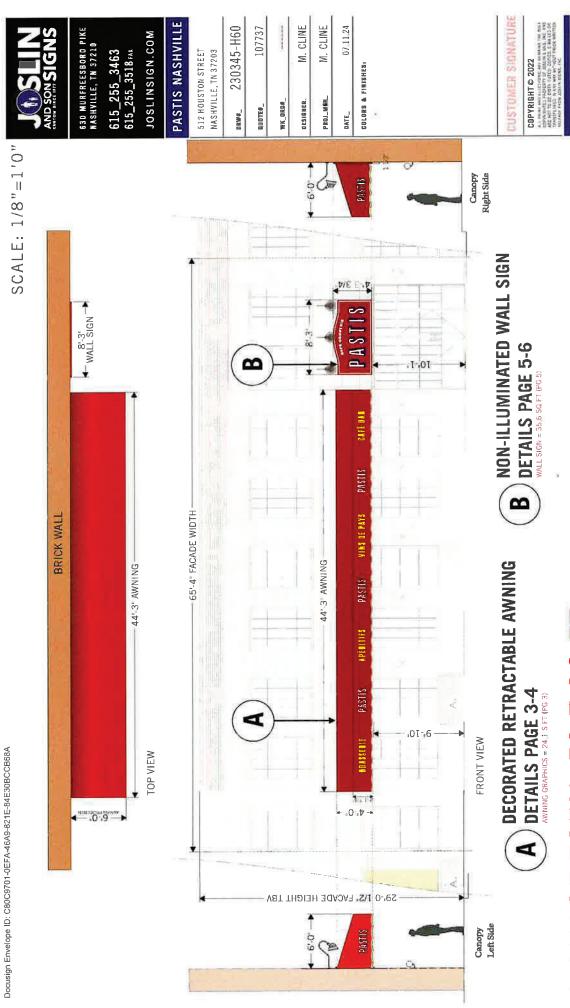
COLORS & FIRISHES:

STOMER SIGNATURE

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SHEET

A.



SIGNAGE TOTAL 59.7 SQ FT

SURVEY REQUIRED TO VERIFY FACADE DIMENSIONS | SHEET

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DECORATED RETRACTABLE AWNING DETAIL

AWNING TO BE DECORATED WITH 'PASTIS' LOGOS AND COPY TO COUNT TOWARD OVERALL SIGNAGE ALLOWANCE

SCALE: 1/4"=1'0"

.O. V

2.7+2.4+3.1+2.4+3.5+2.4+2.8+2.4+2.4 TOTAL 24.1 SQ F

DESIGNER. PROJ\_MBR WK\_ORD# QUOTE DRWE DATE 10 5 X 38 = 2 B SQ FT RETRACTABLE FABRIC AWNING BY OTHER TO BE DECORATED WITH GRAPHICS. DECORATED WITH LOGOS AND COPY PASTIIS 11 X 31 = 2 4 SQ FT RETRACTABLE AWNING 8 875 X 56 25 = 3 5 SQ FT ONE (1) REQUIRED FIVE (5) 'PASTIS' LOGOS COPY - 'VINS DE PAYS' 84.8 COPY - 'BRASSERIE' COPY - 'APERITIFS' COPY - 'CAFÉ BAR' 44'-3" AWNING PASTIS 11 X 31 = 2 4 SQ FT 10.5 X 41.875 = 3.05.80 FT PASTIIS 11 X 31 0-9 PASTIS 11 X 31 = 2 4 SQ FT 8 875 X 43 75 = 2 7 SQ FT SILLSWIT. FRONT VIEW 11 X 31 = 2 4 SQ FT 0-9 -8/2 1-2

65'-4" FACADE WIDTH 01.6 HI NOT TO SCALE

RIGHT VIEW

LEFT VIEW

MISTOMER SIERATORE

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Z9'-0 1/2" FACADE HEIGHT

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SHEET

EXACT AWNING CONSTRUCTION AND ATTACHMENT BY OTHERS.

PASTIS NASHVILLE CLINE CLINE 230345-H60 07.11.24 BASE PAINT COLOR TBD 107737 630 MURFREESBORO PIKE Nashville, tn 37210 JOSLINSIGN.COM 615\_255\_3463 615\_255\_3518 rxx BEIGE PMS 1205C 512 HOUSTON STREET NASHVILLE, TN 37203 Š Ē COLORS & FIRISHES. PMS 2870 PMS 116C PWS 1850

630 MURFREESBORO PIKE Nashville, tn 37210 615\_255\_3463

# RETRACTABLE AWNING DETAILS AND ATTACHMENT (BY OTHERS)

BRICK WALL

NOT TO SCALE

THROUGH BOLT MOUNTING WITH 1/2" DIA ALL THREAD ROD AND WOOD BLOCKING (BY OTHERS) 2"18" WOOD BLOUGHY

EITHER SIDE OF EACH AWAING - Motors CAN BE LOCATED ON

12 ALL THREAD

Backer

WALL SANKERS

PASTIS NASHVILLE

512 HOUSTON STREET NASHVILLE, TN 37203

JOSLINSIGN.COM

615\_255\_3518 FAX

230345-H60

107737

M. CLINE M. CLINE 07.11.24

DESIBNER PROJ\_MGR

WK\_ORD# QUOTE DRWC

COLORS & FIRISHES

DATE

CUSTOMEL TO PROVIDE POWER SUPPLY AS NEEDED - (110V)

TO DESIRED PROJECTION 77 D' Hoos "LOOSE END 8:3" ARMS -( R7 SINITUM 567 11/11 611117 22.01 Schooled View 0 ii O (4) Ţ WEGHT BAR Journy RED SUNBREUM FASEC: # 4603 18 charren 1

onepiece aluminum hood with weather seal

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wireless motor operation

Smart Ower

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THREE MEMS Parda NOTE: 22:0" WIDE UN.75

DISTUMER SIGNATURE

COPYRIGHT © 2022

2023

7/9/24

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Docusign Envelope ID: C80C9701-0EFA-46A9-821E-84E30BCCB68A

NATED WALL SIGN 1/2"=1'0" -VON SCALE:

# 630 MURFREESBORD PIKE Nashville, tn 37210 JOSLINSIGN.COM 615\_255\_3518 rxx 615\_255\_3463

PASTIS NASHVILLE

512 HOUSTON STREET NASHVILLE, TN 37203 DRWe

230345-H60

107737 QUOTER

M. CLINE DESIBNER WK\_ORD#

CLINE

PASTIS

END VIEW

07.11.24 Ė PRO1\_MGR

DATE

COLDRS & FINISHES:

BASE PAINT COLOR TBD

PMS 1850

PMS 287C

COPYRIGHT © 2022

29'-0 1/2" FACADE HEIGHT

വ 0F വ SHEET

10.1

35.6 SQ FT

SECTION / ATTACHMENT DETAIL This Sign is non-electrical and non-lifuminated

\* 36 3/4" DOWN LIGHT PROJECTION-

Existing Building Fascla / Wall

080 Thick Aluminum Panel

3/8" diameter x 3" length Into Mortar Joints w/ silicone All Thread Rod Aluminum Threaded Insert in Aluminum Tube Border

BRICK WALL

CAFÉ COMPTOIR

·1/8 8-17

IGN

œ

Section View Attachment Detail Hi-Bond Adhesive as needed

Not to scale Detail Note: Actual Color of Sign May Not Be Shown on Attachment Detail

65'-4" FACADE WIDTH

NOT TO SCALE

COLOR REQUIRED **BASE PAINT** PANELS AND FRAME TO BE PAINTED WITH BASE SINGLE SIDED .080" ALUMINUM PANEL WITH 2" SQUARE TUBE FRAME/BORDER ON FACE. COLOR IN SHOP BEFORE OTHERS CUSTOM PAINTED LOGO AND AGED APPEARANCE. \*\*EXACT COLORS TO BE DETERMINED\*\*

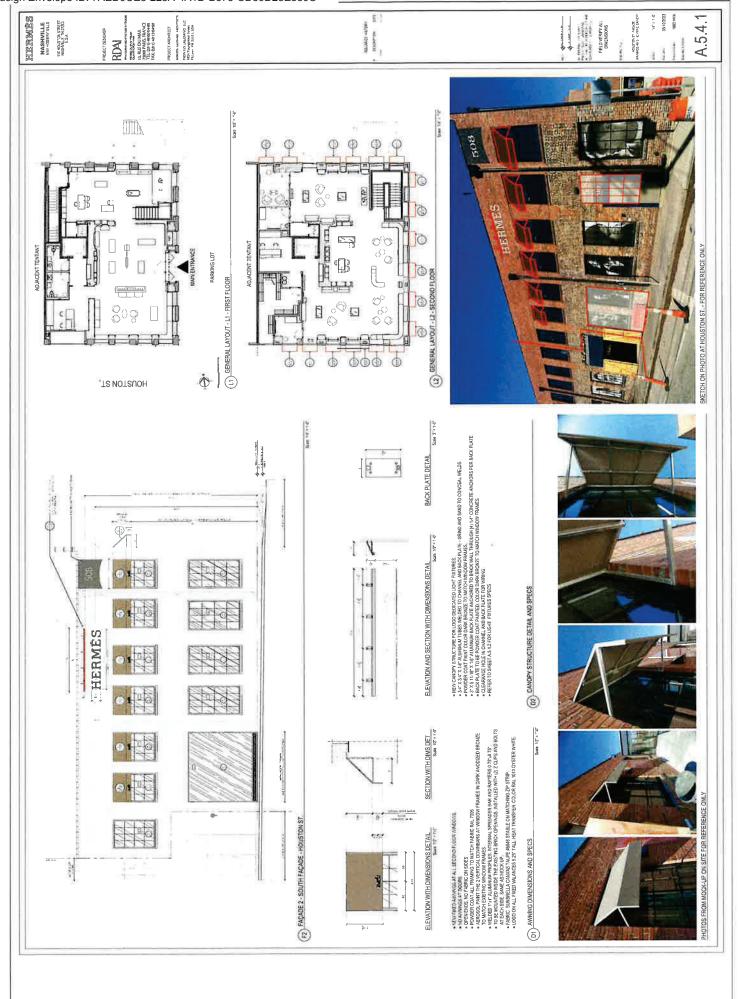
NON-ILLUMINATED S/F WALL SIGN

ONE (1) REQUIRED

FRONT VIEW

INSTALLED BY GC

DOWN LIGHTS



Made by: Metro GIS

0.03 mi

0.01

0.04 km

0.02

0.01

graphicsLayer2

December 5, 2022

Metro GIS

Nashville / Davidson County Parcel Viewer



The purpose of cast iron downspout boots is to connect the light gauge downspout on the exterior of a building with the below ground drainage system, providing exceptional durability and impact resistance in the process. With Evergrate downspout boots, building drainage can be seamlessly diverted into a trench drain or soil pipe and routed across the pedestrian right of way to discharge at the curb or into a natural drainage area. A vast size range is offered to accommodate virtually any commercial size downspouts.



SQUARE DOWNSPOUT TO TRENCH



ROUND DOWNSPOUT TO TRENCH



SQUARE DOWNSPOUT TO PIPE



ROUND DOWNSPOUT TO PIPE