Proposal No. 2022M-004EN-001

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DESCRIPTIONS (Continued from Page 1)

30 Day Notice of Cancellation applies, except for non-payment of premium, then 10 Day Notice of Cancellation applies.

Subject to all of the terms, conditions, exclusions and definitions of the above returned policies as issued by the carrier(s).

Additional Named Insureds:

Quich Crossing, LLC

ABBILLO

Marketstreet Equities Co., LLC

Nashville Urban Partners 2000 NL LLC

Nashville Urban Partners 2000, LLC

Nashville Urban Partners 2001, LLC

Neshville Urban Partners 2005, LLC

Nashville Urban Partners 2006, LLC

Nashville Linban Partners 2007, LLC

Mashvilla Urban Pertners 2010, LLC

Velocity Retail Partners, LLC

Pine Street Flats, LLC

Gulch Retail, LLC

J.G. Grassmere OF

Nashvilla Urban Venture, LLC

Three Thirty Three, LLC

Marketstreet Grassmere, LLC

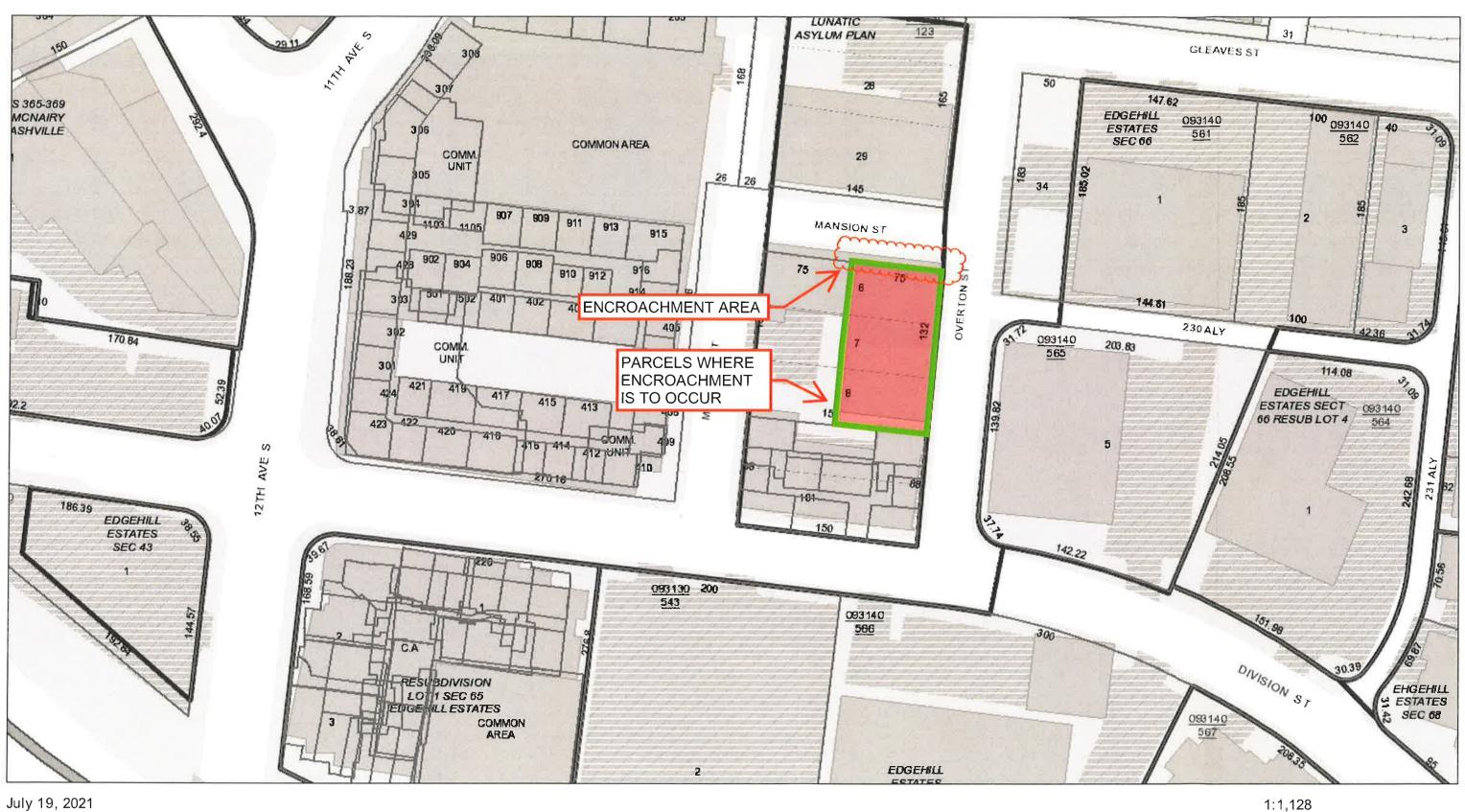
Guich Land Condominium Association, Inc.

Pine Street Master Condominium Association, Inc.

SAGITTA 25.3 (2016/03) 2 of 2

#S984732/M977251

mashville / Davidson County Parcer viewer



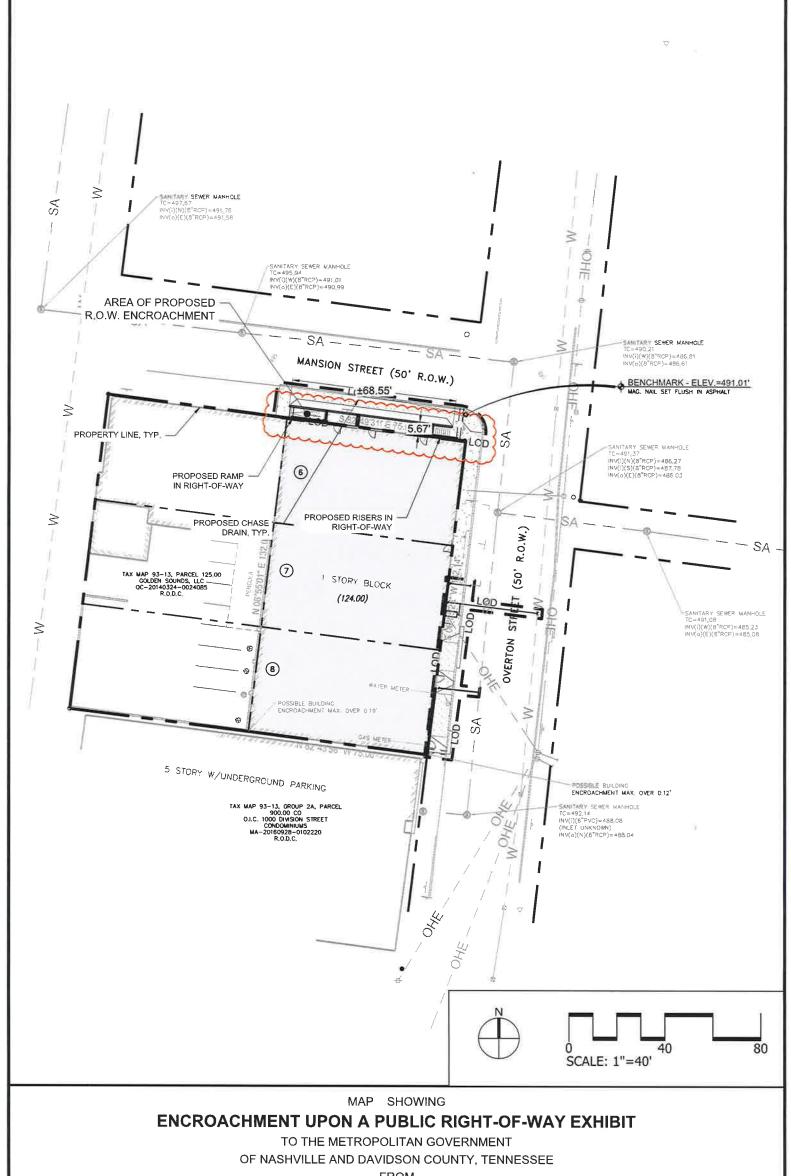


Urban Design OverlayZoning

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Metro GIS

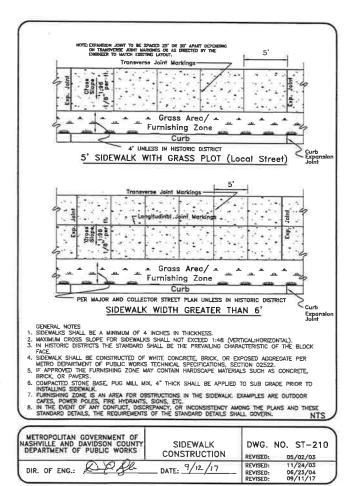
Residential Accessory Structure Overlay

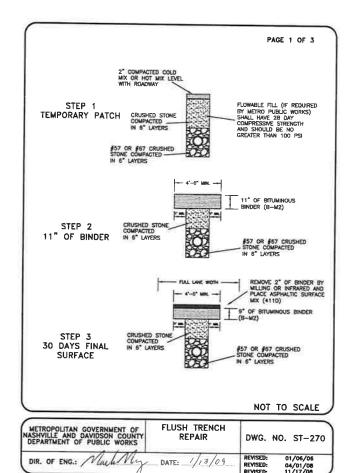


FROM

NASHVILLE URBAN VENTURE, LLC

Project No:		Instrument No:			NAD 83, NAVD 88 COORDINATE			
Scale: <u>1":40'</u>	Map: <u>105-07</u> Parcels:	124.00		Date: October 4, 2021		By: CSDG		





GENERAL NOTES

PAGE 2 OF 3

- 1. PRIOR TO PLACEMENT OF CRUSHED STONE OR FLOWABLE FILL THE DEPARTMENT OF PUBLIC WORKS PERMITS OFFICE WILL BE NOTIFIED AND AN INSPECTION OF THE TRENCH WILL BE MADE BY A REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC WORKS PERMITS OFFICE. AT THE COMPLETION OF THE INSTALLATION OF THE CRUSHED STONE OR FLOWABLE FILL, THE DEPARTMENT OF PUBLIC WORKS PERMITS OFFICE WILL BE NOTIFIED AND AN INSPECTION OF THE BEACKFILL WILL BE MADE BY A REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC WORKS. ATTER ACCEPTANCE OF THE BEACKFILL BY THE REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC WORKS PERMITS OFFICE, THE ASPHALT PAVEMENT CAN BE APPLIED.
- INSPECTION PERSONNEL OF THE DEPARTMENT OF PUBLIC WORKS SHALL BE NOTIFIED BY CONTRACTOR/PERMITEE AT LEAST TWO (2) DAYS PRIOR TO REQUEST FOR INSPECTION.
- THE WORK PERFORMED SHALL BE FREE FROM WORKMANSHIP DEFECTS FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF ACCEPTANCE BY THE DEPARTMENT OF PUBLIC WORKS PERMIT OFFICE.
- EASTING PAVEMENTS, BASES, CURBS & GUTTERS AND SIDEWALKS SHALL BE CUT AND BROUGHT TO A NEAT LINE BY USE OF AN AIR HAMMER, SAW OR OTHER SUITABLE EQUIPMENT. EXPANSION JOINTS REMOVED SHALL BE REPLACED
- 5. THE MINIMUM WIDTH TO BE TRIMMED ON EACH SIDE OF THE TRENCH LINE, AS SEEN IN THE SECTION MAY BE WAVED OR AMENDED UPON APPROVAL OF THE METRO INSPECTOR, HOWEVER, A MINIMUM WIDTH OF REPLACEMENT SHALL BE 4"-0" TO ALLOW FOR A ROLLER.
- 6. IF PERMANENT PAVEMENT REPAIRS CANNOT BE MADE WITHIN THREE (3) DAYS, THEN TEMPORARY REPLACEMENT SHALL BE MADE WITH 2" COLD MIX OR HOT BITUMINOUS SEAL COAT OVER COMPACTED CRUSHED STONE, PERMANENT PAVEMENT REPAIR TO BE COMPLETED WITHIN THE TIME PERIOD AS PER METRO CODE 13.20.
- ALL EXCAVATIONS MADE WITHIN PUBLIC RIGHT-OF-WAY REQUIRE EXCAVATIONS AND STREET CLOSURE PERMITS FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO COMMENCING WORK AS PER METRO CODE 13.20.
- FLOWABLE FILL WILL BE REQUIRED ON ALL ARTERIALS, COLLECTORS AND DOWNTOWN STREETS. FLOWABLE FILL SHALL MEET THE REQUIREMENTS IN TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 204, EXCEPT AS MODIFIED BY PUBLIC WORKS TECHNICAL SPECIFICATIONS 02225, LATEST REVISION.
- IN THE EVENT OF ANY CONFLICT, DISCREPANCY, OR INCONSISTENCY AMONG THE PLANS AND THESE STANDARD DETAILS, THE REQUIREMENTS OF THE STANDARD DETAILS SHALL GOVERN.
- 10. ALL REPAIRS SHALL INCLUDE FULL LANE WIDTH RESURFACING EXCEPT WHEN UTILIZING INFRARED TECHNOLOGY. SEE INFRARED SPECIFICATIONS ATTACHED. THERE WILL BE A MAXIMUM OF 40 FT LONGITUDINAL REPAIR WHEN USING INFRARED TECHNOLOGY ON AN EXCAVATED PATCH.
- 11. ALL REPAIRS SHALL UTILIZE A 1-FOOT CUTBACK ON ALL SIDES EXCEPT THE FOCE OF ALE

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS	FLUSH TRENCH REPAIR NOTES	DWG. NO. ST-270a			
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GENERAL NOTES CONTINUED:

PAGE 3 OF 3

- 12. NEW UTILITY CUTS WILL BE MILLED AND PAVED TO ANY EXISTING UTILITY CUT OR DAMAGED PAVEMENT WITHIN 10-FEET. IF EXISTING CUT OR DAMAGED PAVEMENT IS LESS THAN 10-FEET IN LENGTH, THE EXISTING CUT OR DAMAGED PAVEMENT SHALL ALSO BE MILLED AND PAVED.
- ASPHALT REPAIR ADJACENT TO CURB AND GUTTER ALONG A ROADWAY GREATER THAN 24-INCHES SHALL HAVE FULL LANE WIDTH PAYING.
- 14. WHEN GRADED STONE (I.E. #57, #67, #78 STONE) IS USED THERE IS GENERALLY NO COMPACTION EQUIPMENT REQUIRED. THE MATERIAL DOES, HOWEVER, NEED TO BE PUT IN THE TRENCH IN APPROXIMATELY 12—INCH LIFTS.
- GRADED STONE PLACED IN TRENCH SHOULD BE CAPPED WITH 8 TO 12-INCHES OF PUG MIX (MIX IS ESSENTIALLY TYPE A BASE, GRADE D, OR MORE COMMONLY KNOWN AS "CRUSHER RUN"). SEE TOOT STANDARD SPECIFICATION 303.07.
- 16. TYPE "A" BASE, GRADE "D" CAN BE USED FOR THE ENTIRE BACKFILL AND COMPACTED BY MECHANICAL METHODS IN NO MORE THAN 6-INCH LIFTS AS PROVIDED IN SECTION 204.11 OF TDOT STANDARD SPECIFICATIONS.
- 17. THE PUG MIX SHOULD BE COMPACTED IN 6-INCH LIFTS WITH A STEEL SHELL ROLLER OR OTHER MECHANICAL VIBRATORY COMPACTION EQUIPMENT. SEE TOOT STANDARD SPECIFICATIONS 303.08 AND 303.09. MATERIAL SHOULD BE ALLOWED TO CURE UNTIL ALL THE MOISTURE IS GONE FROM STONE (USUALLY 24-48 HOURS).
- THE TRENCH SHOULD THEN HAVE 11—INCHES OF BINDER PLACED LEVEL WITH THE ROADWAY IN A MINIMUM OF TWO (2) LIFTS AND COMPACTED WITH MECHANICAL COMPACTION EQUIPMENT.
- THE BINDER SURFACE SHALL BE MILLED OR HEATED USING INFRARED TECHNOLOGY TWO 2—INCHES IN DEPTH AND REPLACED WITH TWO (2) INCHES OF SURFACE MIX AND COMPACTED WITH MECHANICAL COMPACTION EQUIPMENT.
- 20. INTERSECTION REPAIRS WILL ONLY REQUIRE FULL LANE WIDTH PAYING.
- 22. ANY DISTURBED PAVEMENT MARKINGS MUST BE RESTORED TO CURRENT METRO STANDARDS.
- DIAGONAL REPAIRS WILL BE REQUIRED TO BE SQUARED OFF AND MILLED AND PAVED. NO INFRARED TECHNOLOGY ALLOWED ON THIS TYPE OF REPAIR.
- ALL LONGITUDINAL REPAIRS MORE THAN 40 FT IN LENGTH WILL BE REQUIRED TO BE MILLED AND PAVED.

NOT TO SCALE

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS	FLUSH TRENCH REPAIR NOTES	DWG. NO. ST-270b
DIR. OF ENG.: Mark Many	DATE: /2/2/08	REVISED: 03/31/06 REVISED: 11/17/08 REVISED:

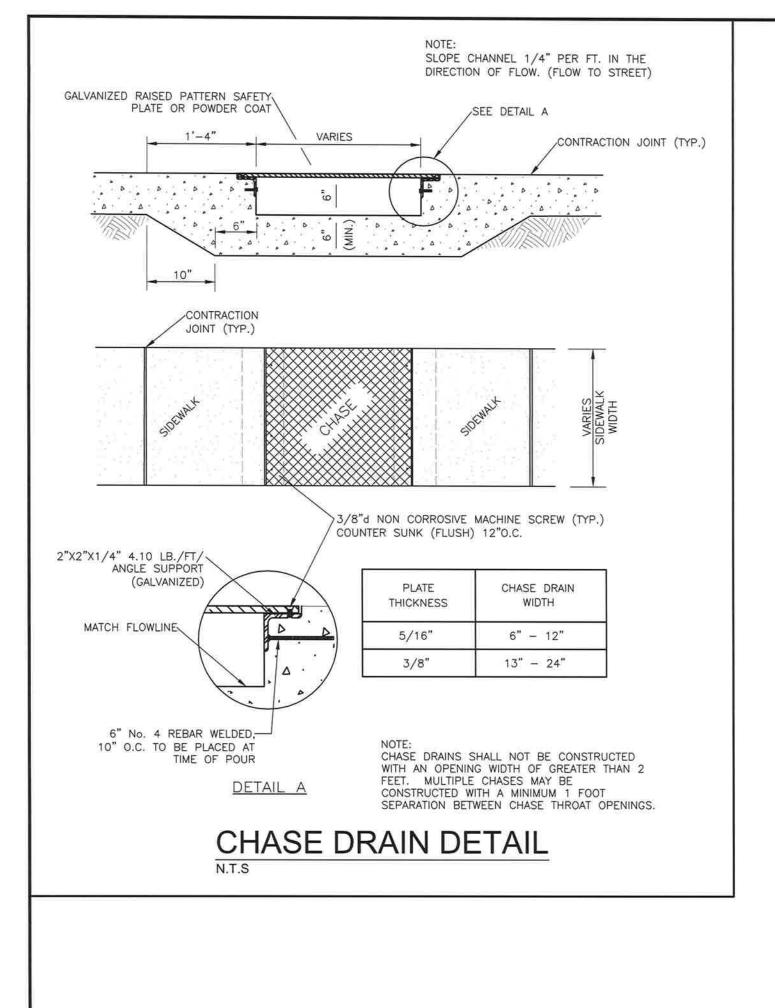
MAP SHOWING

ENCROACHMENT UPON A PUBLIC RIGHT-OF-WAY EXHIBIT

TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM

NASHVILLE URBAN VENTURE, LLC

Project No:		Instrument No:	NAD 83, NAVD 88 COORDINATE System			
Scale: N/A	Map: <u>105-07</u> Parcels: _	124.00	Date: Ju	ne 30, 2021	By: CSDG	



MAP SHOWING

ENCROACHMENT UPON A PUBLIC RIGHT-OF-WAY EXHIBIT

TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM

DAALA (CALITILID

NASHVILLE URBAN VENTURE, LLC

 Project No:
 Instrument No:
 NAD 83, NAVD 88 COORDINATE

 Scale: N/A
 Map: 105-07
 Parcels: 124.00
 Date: June 30, 2021
 By: CSDG

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY

I, Dirk Molton, 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 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 Public Works 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 the license granted pursuant to the Resolution described above is for the benefit of the property described on Exhibit A (which is currently owned by the undersigned) and that my/our obligations hereunder shall run with the land and that upon any conveyance of such property in fee simple, my/our obligations hereunder may not be assigned except upon the approval of the Director of Public Works and Director of Law, such approval not to be unreasonably withheld, conditioned or delayed and further not to be denied except for reasons in furtherance of the public health, safety or welfare. Any assignee under such an assignment must execute a bond or provide insurance as required above in order for such assignment to be effective. 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

Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon

recommendation of the Director of Public Works and approval by resolution of the Metropolitan County

Council if it is determined to be necessary to public health, safety or welfare; provided, however, at least

three hundred sixty five (365) days' notice to the then-current owner of the property shall be required before

any such revocation shall become effective so that such owner shall have the opportunity to make

appropriate renovations to the improvements located on the property. 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 within twelve (12) months after

such revocation.

DATE: JOSTON

Owner of Property)

609 Overton Street (Address of Property)

Nashville, TN (City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 📙

_ day of

CHOTCA TO V DATE TO

My Commission Expires:

CERTIFICATE OF INSURANCE

This is to further certify to the Metropolitan Government of Nashville and Davidson County concerning the policies of insurance listed above and the coverage provided thereby that:

- The Contractual Insurance coverage is on a Blanket Broad Form basis unless specifically indicated below,
- The company or companies, upon request, agree to deliver within fifteen (15)
 days a certified copy of any and/or all of the policies of insurance to The
 Metropolitan Government of Nashville and Davidson County,
- If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible feature of the Umbrella Excess policies,
- 4. Coverage under the primary policies have no deductible features unless there is a check mark here (). If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet which becomes a part of this Certificate, and
- 5. The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. The written notice must be delivered to the Metropolitan Risk Manager at his office shown as the address of the Certificate Holder below or the secondary Certificate Holder, if one is so listed below.

Name and Address of Certificate Holder

The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims C/O Insurance and Safety Division 222 3rd Avenue North, Ste #501 Nashville, TN 37201

Date Issued:

(Agency or Company)

(Authorized Representative)

(Attach Power of Attorney)