

RESOLUTION NO. \_\_\_\_\_

A resolution authorizing 4th & Commerce, LLC to construct and install an aerial encroachment at 147 4<sup>th</sup> Avenue North (Proposal No. 2025M-007EN-001).

WHEREAS, 4th & Commerce, LLC plans to construct, install and maintain an aerial encroachment, encroaching into the public right-of-way at 147 4<sup>th</sup> Avenue North; 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, 4th & Commerce, 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, 4th & Commerce, LLC is hereby granted the privilege to construct and maintain an aerial encroachment, as described in Proposal No. 2025M-007EN-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-007EN-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 4th & Commerce, LLC.

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2025M-007EN-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 4th & Commerce, 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, 4th & Commerce, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 5. 4th & Commerce, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2025M-007EN-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. 4th & Commerce, 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 4th & Commerce, 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. 4th & Commerce, 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 4th & Commerce, 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:

DocuSigned by:  
  
AC74F16C700F4DA...  
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:  
  
D4F54A5813BD454...  
Assistant Metropolitan Attorney

## Proposal No. 2025M-007EN-001



EAKIPAR-02

CBROWN8

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/18/2025

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> License # 1298 Hub International Mid-South 3011 Armory Drive Suite 250 Nashville, TN 37204	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (615) 383-9761 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	FAX (A/C, No): (615) 383-4628
<b>INSURED</b> Eakin Partners, LLC 1201 Demonbreun Street, Ste 1400 Nashville, TN 37203	INSURER A : Hartford Casualty Insurance Company 29424 INSURER B : Hartford Fire Insurance Company 19682 INSURER C : Hartford Underwriters Insurance Company 30104 INSURER D : INSURER E : INSURER F :	

COVERAGES		CERTIFICATE NUMBER:	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 SUBR INSD Y/V/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		20UENBA9FVJ	12/1/2024 12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:					
B	AUTOMOBILE LIABILITY		20UENBG60ZM	12/1/2024 12/1/2025	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS				
	HIRE AUTOS ONLY NON-OWNED AUTOS ONLY				
A X	UMBRELLA LIAB X OCCUR		20RHUBA9LTF	12/1/2024 12/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	EXCESS LIAB CLAIMS-MADE				
	DED X RETENTION \$ 10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	20WEAL7832	12/1/2024 12/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured as required by written contract or permit Includes anyone the insured agrees in writing to treat as an additional insured including:  
 • Vendors, if policy includes products/completed operations coverage;  
 • Lessors of equipment;  
 • Lessors of land or premises;  
 • Architects, Engineers or Surveyors;  
 • State or Political Subdivisions issuing permits; and  
 • Any other party, including completed operations if the contract requires it and the  
 SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b> The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance and Safety Division 223 3rd Avenue North, Ste #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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AGENCY CUSTOMER ID: CAKIPAR-02

CBROWN8

LOC #: 1

# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

<b>AGENCY</b> Hub International Mid-South <b>POLICY NUMBER</b> SEE PAGE 1 <b>CARRIER</b> SEE PAGE 1	<b>LICENSE #</b> 1238 <b>NAILED NUMBER</b> Eakin Partners, LLC 1201 Demonbreun Street, Ste 1400 Nashville, TN 37203 <b>NAILED CODE</b> SEE P 1 <b>EFFECTIVE DATE</b> SEE PAGE 1
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## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
policy provides it.

The Umbrella Liability provides excess limits over the scheduled underlying primary Commercial General Liability, subject to the Umbrella policy terms, conditions and exclusions.

Garagekeepers Legal Liability

Hartford Underwriters Insurance Policy #: 20UENBG602M 12/01/24 - 12/01/25

\$1,000,000 Limit, \$500 Deductible per car, \$2,500 Per occurrence

Applies to the following locations:

1 BURTON HILLS BLVD, NASHVILLE TN 37215

30 BURTON HILLS BLVD, NASHVILLE TN 37215

1800 DIVISION ST, NASHVILLE TN 37203

147 4TH AVE N, NASHVILLE TN 37219

1201 DEMONBREUN ST, NASHVILLE TN 37203

1A BURTON HILLS, NASHVILLE TN 37215

RE: 4th and Commerce; 147 B 4th Ave North, Nashville, TN 37219

Additional Named Insured: 4th and Commerce LLC; FP Real Estate Fund II LLC; Eakin Partners LLC

Terrorism coverage is included.

10-day notice of cancellation for non-payment; 30-day notice of cancellation for any other reason and/or as per state specific requirements.

ACORD 101 (2008/01)

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20250018793

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, 4th & Commerce, 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: 2-17-254th & Commerce, LLC

(Owner of Property)

147 4th Ave. N

(Address of Property)

Nashville, TN 37219

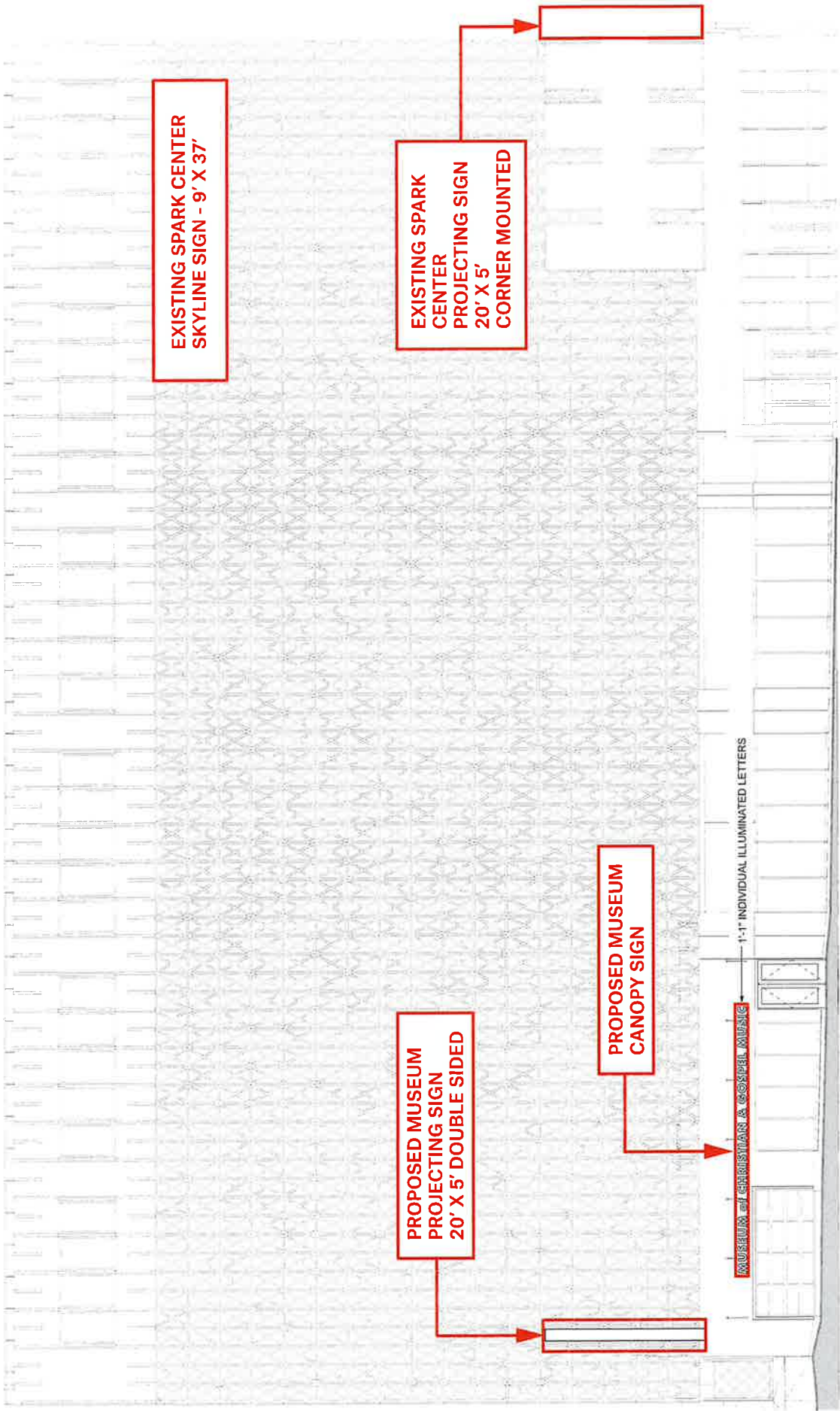
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

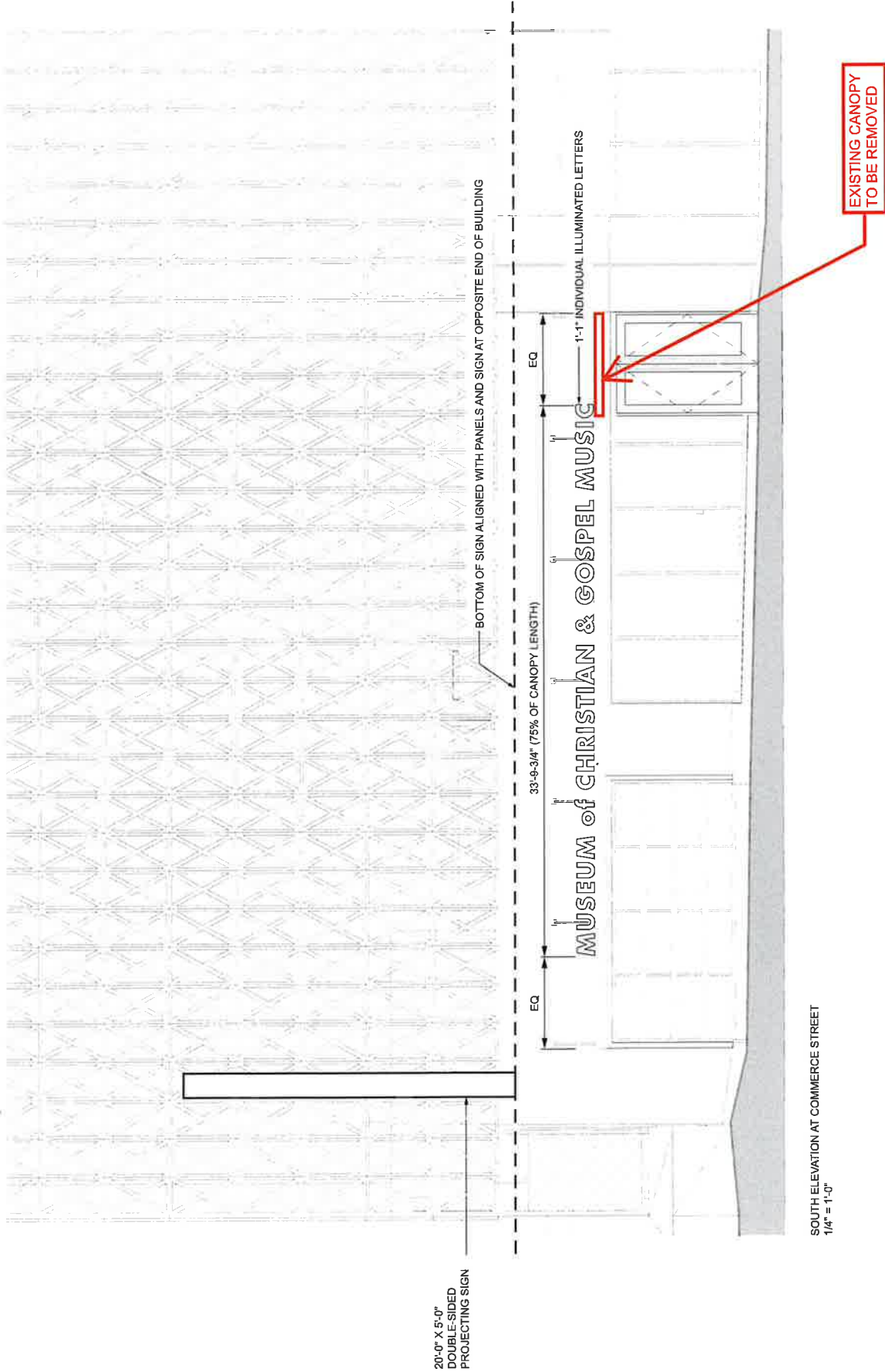
Sworn to and subscribed before

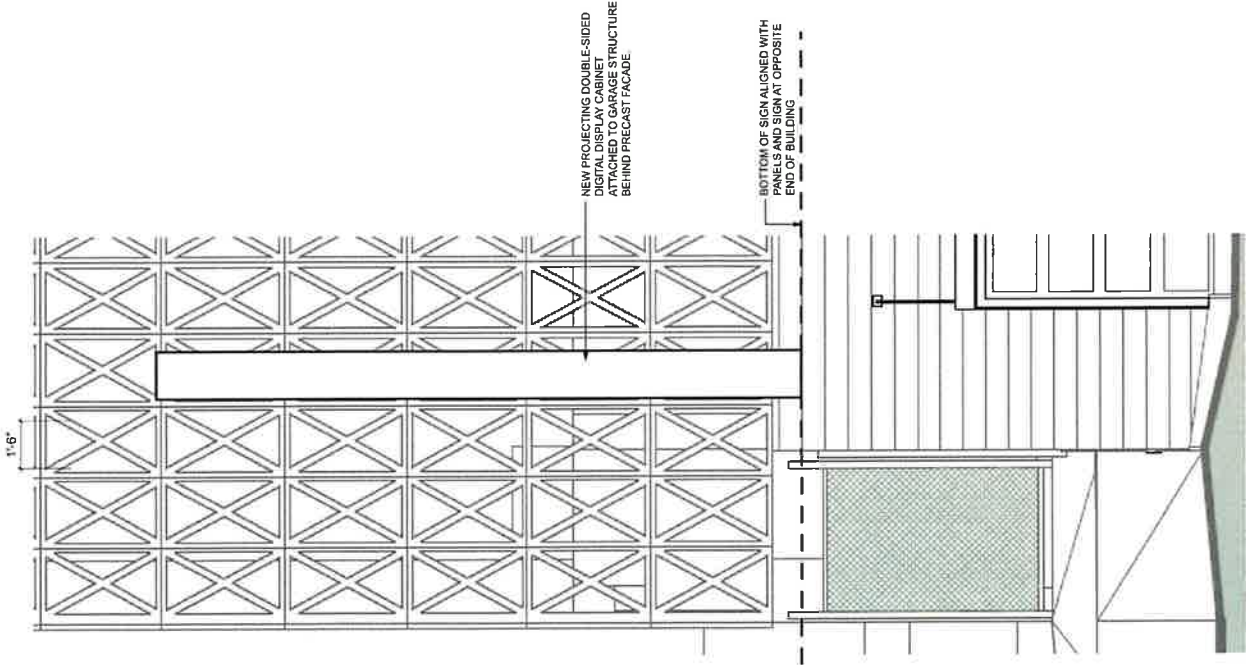
Me this 17 day of Feb, 2025Beth Tappan  
(NOTARY PUBLIC)My Commission Expires: 3-3-25John W. Eakin, Manager  
(Signature)



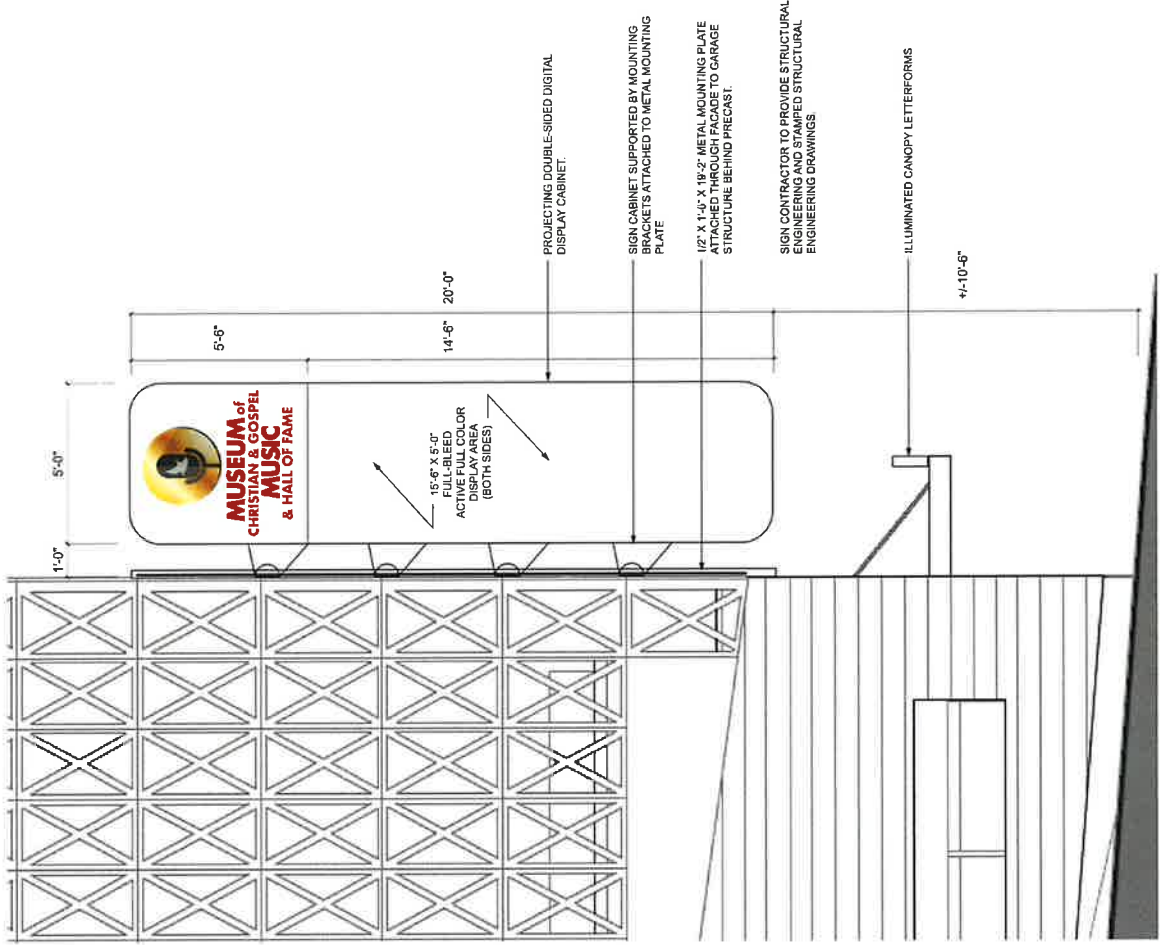
SOUTH ELEVATION - COMMERCE STREET @ 4TH AVE N  
1/8" = 1'-0"







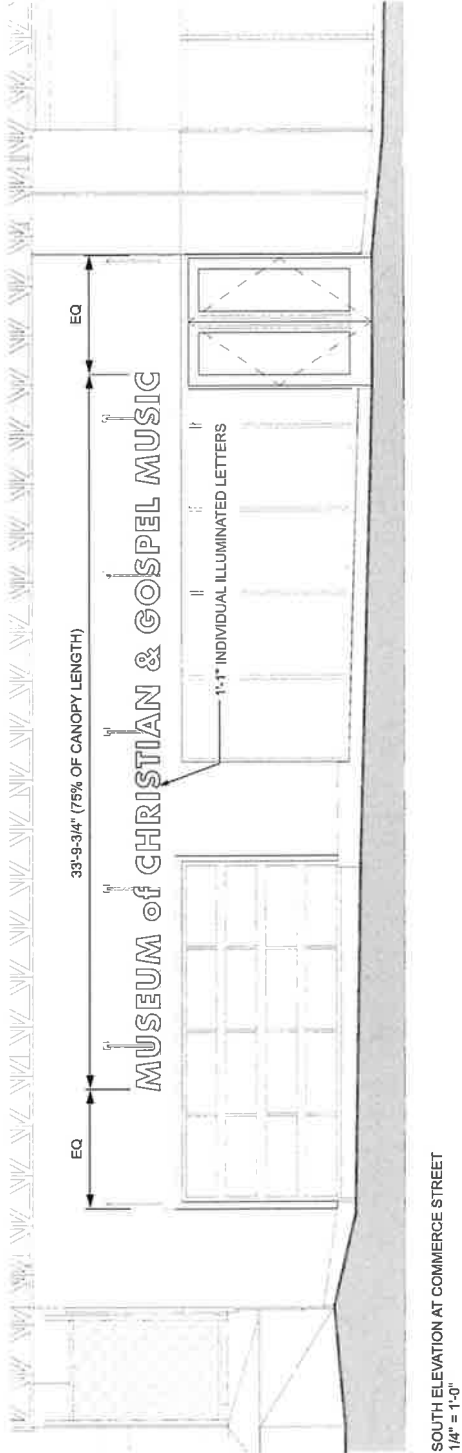
SOUTH ELEVATION AT COMMERCE  
3/8" = 1'-0"



MOUNTING SECTION  
3/8" = 1'-0"



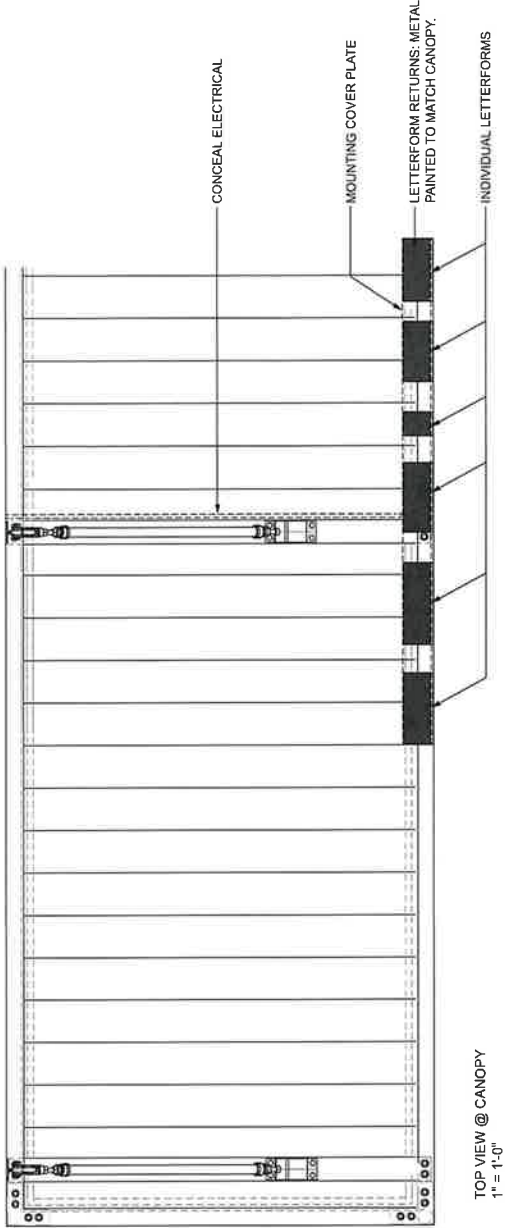
CANOPY LETTER LAYOUT



INDIVIDUAL CANOPY LETTER DETAILS

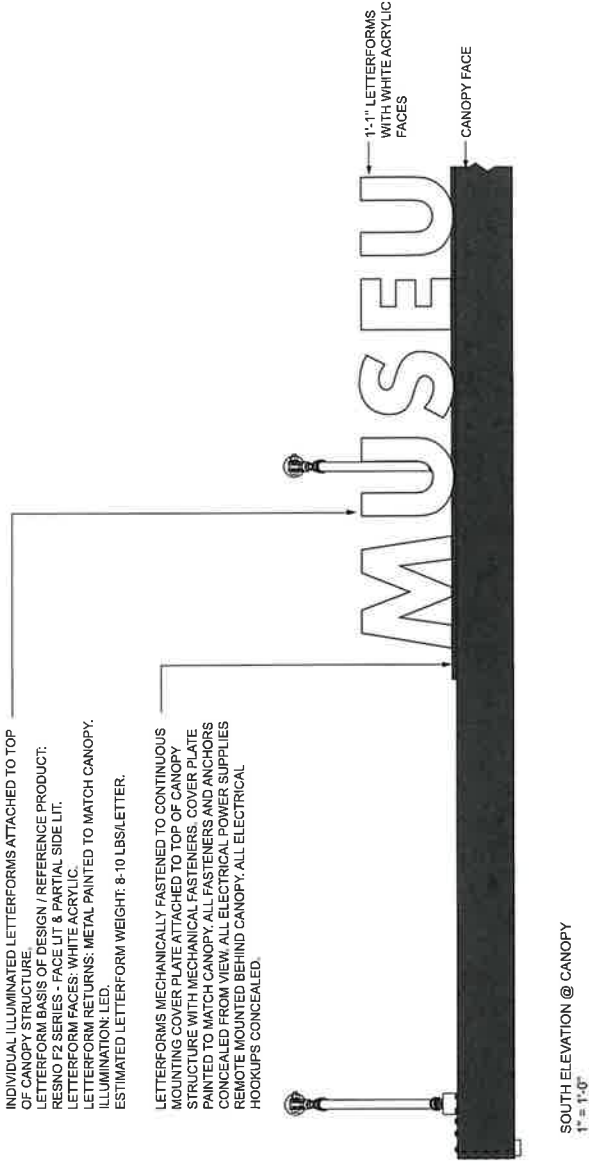
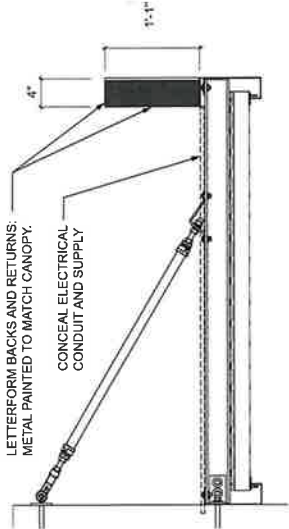


BASIS OF DESIGN  
 NTS



INDIVIDUAL ILLUMINATED LETTERFORMS ATTACHED TO TOP OF CANOPY STRUCTURE.  
 LETTERFORM BASIS OF DESIGN / REFERENCE PRODUCT: RESNO F2 SERIES - FACE LIT & PARTIAL SIDE LIT.  
 LETTERFORM FACES: WHITE ACRYLIC.  
 LETTERFORM RETURNS: METAL PAINTED TO MATCH CANOPY.  
 ILLUMINATION: LED.  
 ESTIMATED LETTERFORM WEIGHT: 8-10 LBS/LETTER.

LETTERFORMS MECHANICALLY FASTENED TO CONTINUOUS MOUNTING COVER PLATE ATTACHED TO TOP OF CANOPY STRUCTURE WITH MECHANICAL FASTENERS. COVER PLATE PAINTED TO MATCH CANOPY. ALL FASTENERS AND ANCHORS CONCEALED FROM VIEW. ALL ELECTRICAL POWER SUPPLIES REMOTE MOUNTED BEHIND CANOPY. ALL ELECTRICAL HOOKUPS CONCEALED.





**EXTERIOR VIEW**

EASTING ANDJO VENEZUWIT  
NEW GRAIN FINISH

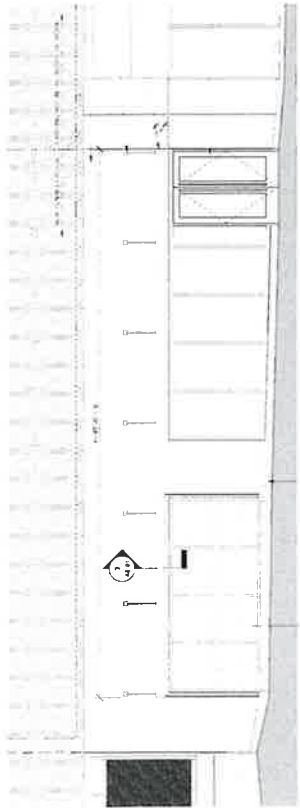
MILK CANDY SUPPLY AND  
CRUSH PLATELY CANDY MANUS

www.milkandcandy.com

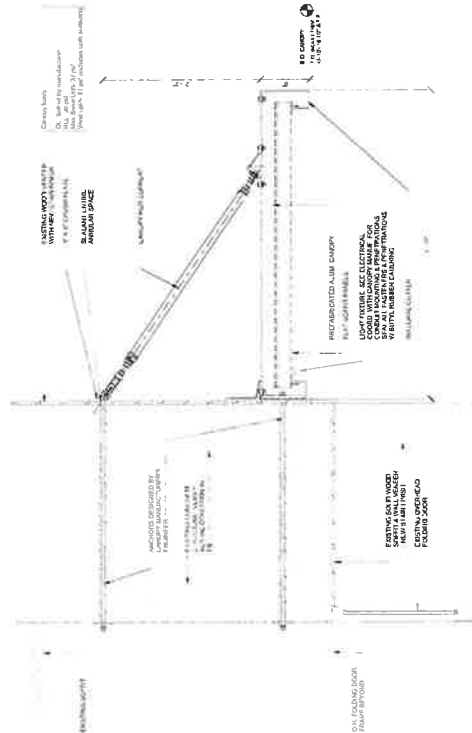
1000000

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NEW BIOGRAPHY SYSTEM SET DOWN AS OF

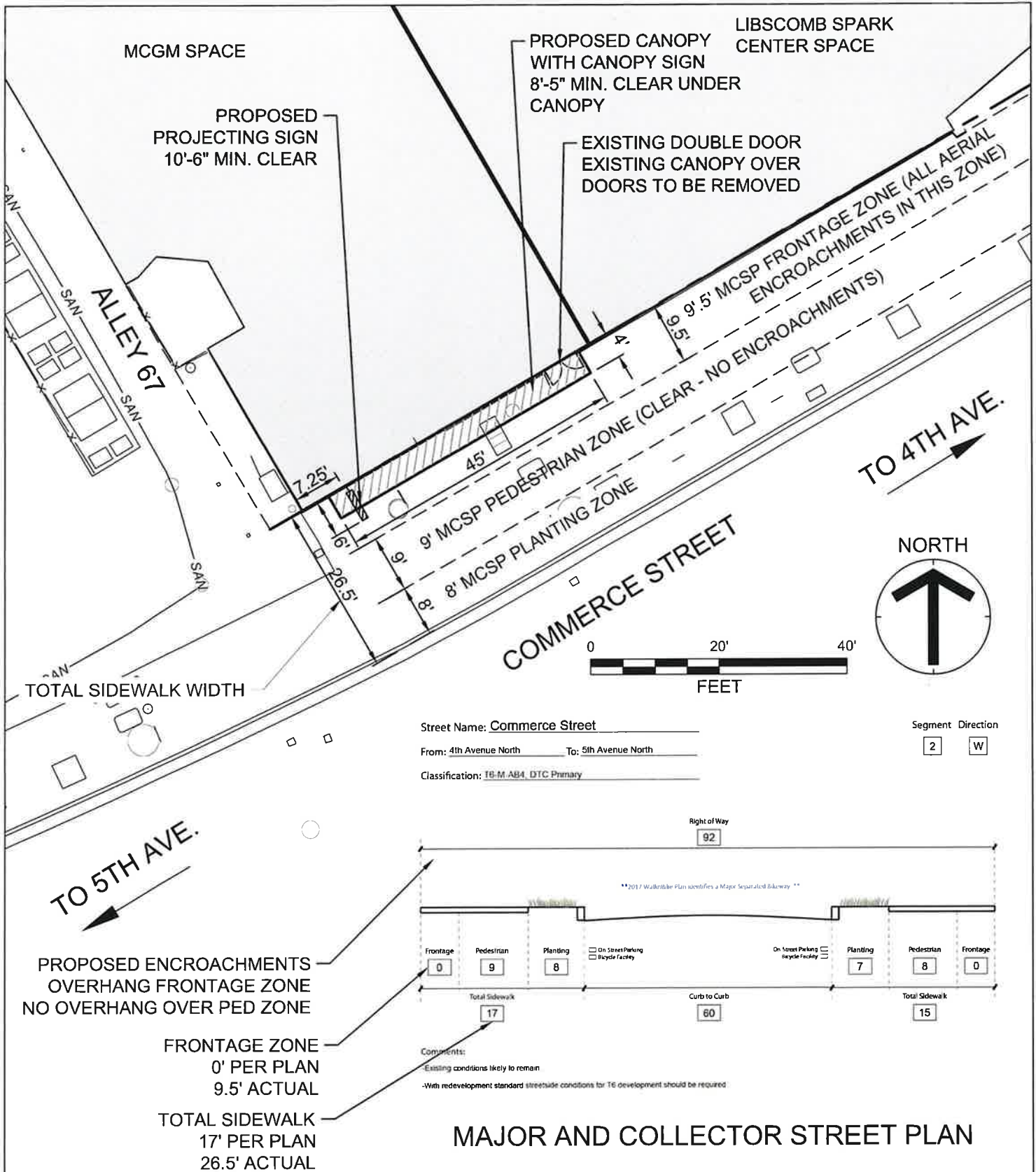
Main Level  
0' - 0"

WEST ELEVATION



### SECTION AT ENTRANCE CANOPY





## CANOPY AND SIGN ENCROACHMENT EXHIBIT - 02/20/2025



**MUSEUM OF CHRISTIAN & GOSPEL MUSIC**  
402 COMMERCE STREET  
NASHVILLE, TN

