

## Proposal No. 2024N-038EN-001



## CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
1/22/2025

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 Higginbotham Insurance Agency, Inc. 2670 Union Avenue Extended, Suite 100 Memphis TN 38112		CONTACT NAME: Riley Sullivan PHONE (A/C, No, Ext): 901-321-1000 E-MAIL ADDRESS: rsullivan@higginbotham.com		FAX (A/C, No): 901-321-1099	
INSURED VC Restaurant LLC 9047 Poplar Avenue #101 Germantown TN 38138		License#: 2081754 VCRESTA-01		INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance, A Mutual Company INSURER B: Allmerica Financial Benefit Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 15261 41840	

COVERAGES		CERTIFICATE NUMBER: 1935818191		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	ADDITIONAL INSURED	SUBROGATION	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		BP10022431	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 Hired/Non-Owned Auto \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ g			CU10022434	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	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 N	N/A	J654813-01	2/1/2025	2/1/2026	<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
A	Liquor Liability			LL10022433	2/1/2025	2/1/2026	Each Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is listed as Additional Insured on the General Liability - Automatic Status When Required In Written Contract or Agreement.  
 Metropolitan Government of Nashville and Davidson County Metro Legal & Claims C/O Insurance and Safety Division is listed as an additional insured per the verbiage above.  
 30 Days' Notice of Cancellation applies on the General Liability policy and will be sent to the certificate holder above.

CERTIFICATE HOLDER	CANCELLATION
Metropolitan Government of Nashville and Davidson County Metro Legal & Claims C/O Insurance and Safety Division 222 3rd Avenue North, Suite 501 Nashville TN 37201	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, VC RESTAURANT, 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: 1.21.25

BRIAN LEITH  
(Owner of Property)

300 COMMERCE STREET  
(Address of Property)

NASHVILLE, TN 37201  
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 23 day of JANUARY, 2025

[Signature]  
(NOTARY PUBLIC)



My Commission Expires: OCTOBER 1, 2028





PROJECT Villa Castrioti  
300 Commerce St  
Nashville, TN 37201

DESIGN Exterior  
Signage



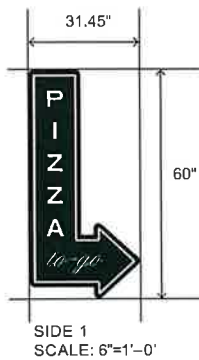
VILLA CASTRIOTI  
FINISHED MOCKUP





S2-A

Cabinet Pizza Arrow with Neon  
Commerce Street  
QTY: 1



S2-B

Cabinet Villa Arrow with Neon  
3rd Ave N  
QTY: 1



#### ARROW SIGN PROD. NOTES

Cabinet Sign  
.063" Aluminum  
Match Green PMS 627C  
White on "Pizza to-go", "Villa enter" & arrows

"PIZZA to-go", "VILLA enter" & white arrows =  
White Neon Tubing

See page 4 for finished mockup  
& page 5 for sign location

P.3



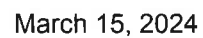
PROJECT/Villa Carlinch  
300 Commerce St  
Nashville, TN 37201

DESIGN Exterior  
Signage





Docusign Envelope ID: AE44561E-ADB7-46CA-8476-FD7FAA4A45EBA



graphicsLayer2





[illegible]

### **SURVEYOR'S DESCRIPTION**

being sold in Nashville, First Civil District, Northwest Cumberland County District,  
Johnson County, Tennessee, situated on the eastern side of Commerce Street,  
between Third Avenue North and the northern right-of-way of Fifth Avenue North,  
containing 0.77 acres more or less, as shown on the plat hereunto annexed, surveyed by  
Industrial Development Board of the Metropolitan Government of Nashville and  
Davidson County, Tennessee, and recorded in Book 68, Page 19, of its records,  
and being more particularly described as follows:

BEGINNING at the intersection of the easterly right-of-way of Third  
Avenue North, and the northerly right-of-way of Old Commerce Street,  
containing 0.77 acres more or less, as shown on the plat hereto annexed;  
THENCE, with said easterly right-of-way of Third Avenue North, E 27° 20' 56"  
N, 123.95 feet to a point in the northerly right-of-way of Commerce Street,  
containing 0.77 acres more or less;

THENCE, with said northerly right-of-way, S 62° 30' 03" E, 174.45 feet to  
a point in the easterly right-of-way of Printer's Alley,  
N 27° 20' 56" E, 33.6 feet to a point in the southerly right-of-way of  
Printer's Alley,

THENCE, with said southerly right-of-way N 27° 20' 56" E, 122.48 feet to a  
point in

THENCE, N 62° 30' 31" E, L.O. feet to a point in

THENCE, continuing with the southerly right-of-way of Printer's Alley,  
N 27° 20' 56" E, 33.6 feet to a point in the southerly right-of-way of  
Printer's Alley,

THENCE, N 62° 30' 31" E, 174.02 feet to a point in the westerly right-of-way  
of Third Avenue North

THENCE, with said westerly right-of-way of Third Avenue North, S 27° 20' 56" E, 54.0 feet to the  
point of beginning.

Containing 36,818 square feet or 0.771 acres, more or less.

## NOTES

- [illegible]

## DEED REFERENCE

BEING PROPERTY CONVEYED TO INDUSTRIAL DEVELOPMENT BOARD OF THE  
METROPOLITAN GOVERNMENT BY DEED OF RECORD IN DEED BOOK 6456,  
PAGE 32, R.O.C.

**PROPERTY MAP REFERENCE**

BEING PARCELS 13 AND 30 AS SHOWN ON SAITTON COUNTY PROPERTY MAP NO. 83, S. 2

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO ANCHUTAN MARV, COMMERCIAL STREET VENTURE, AND OLD PUBLIC NATIONAL TITLE INSURANCE COMPANY, THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH NEWMAN STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM AND ASPLS IN 1989. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, ASPLS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDESIGNED FURTHER CERTIFIES THAT THE SURVEY FIELD DATA WERE OBTAINED BY THE SURVEYOR OR AN ASSISTANT SURVEYOR EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE NEWMAN ANCHUTAN, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MAPS OF COMMERCIAL STREET VENTURE, LAND BOUNDARIES FOR ALTA/ACSM AND TITLE SURVEYS.

BARGE, MAGDOON, SLATER AND CAMON, INC.

DATE June 27, 2002

### ZONING INFORMATION

ACCORDING TO THE METROPOLITAN PLANNING COMMISSIONS ZONING REGULATIONS WITH AN EFFECTIVE DATE OF JULY 24, 1998, COUNCIL BILL NO. 099-1756, THE FOLLOWING APPLY:

CP CODE FRAME

BUILDING SETBACKS:  
FRONT=NONE REQUIRED  
SIDE=NONE REQUIRED  
REAR=NONE REQUIRED

## BUILDING HEIGHT

MAX. FARE \$5.00

BECAUSE THERE MAY BE A NEED FOR INTERPRETATION OF THE APPLICABLE ZONING REGULATIONS, WE REFER YOU TO THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY TENNESSEE AND THE ZONING REGULATIONS.



## PARKING COUNT

PARCEL 30  
442 REGULAR SPACES  
12 HANDICAP SPACE  
29 COMPACT SPACES  
TOTAL=483 SPACES

PARCEL 17  
453 REGULAR SPACES  
5 HANDICAP SPACE  
95 COMPACT SPACES  
TOTAL=553 SPACES

WIRE			
0	POW. FIB. BULK	11	400 CONVENTION
1	POW. FIB. FELD	12	FIRE ALARM
2	MOVEMENT FELD	13	WATER VALVE
3	SAFETY HANDLE	14	WATER METER
4	CATCH BASIN	15	GAS VALVE
5	DOUBLE CATCH BASIN	16	PROPERTY LAC
6	TRIPLE CATCH BASIN	17	EASEMENT LAC
7	CLAY DIRT	18	FENCE
8	LEAD STANDARD	19	SLAB, SLOTTED LAC
9	POWER/TELEPHONE POLE	20	WATER LAC
10	LEAD BORE	21	POWER LAC
11	UNDERGROUND TELEPHONE	22	UNDERGROUND TELEF
12	UNDERGROUND POWER	23	UNDERGROUND POWER
13	CABLE TELEPHONE	24	UNDERGROUND JUNK
14	ELECTRIC TRANSFORMER	25	GAS LAC

**PARCEL 13 AREA=30,778 SQUARE FEET OR 0.71 ACRE±**  
**PARCEL 30 AREA=25,725 SQUARE FEET OR 0.59 ACRE±**  
**TOTAL AREA=56,503 SQUARE FEET OR 1.30 ACRE±**

