

Proposal No. 2024M-004EN-001

Client#: 2308241

22MARKEMAN

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
3/15/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

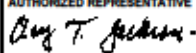
PRODUCER McGriff Insurance Services LLC 3322 West End Ave., Suite 300 Nashville, TN 37203	CONTACT NAME: Regina Harris PHONE (A/C, No, Ext): 615-346-0330 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: reharris@mcgriff.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Old Guard Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Fairgrounds Parcel C, LLC 124 12th Ave. S., Suite 600 Nashville, TN 37203	NAIC # 17558

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	ADDITIONAL INSURER	INSR	WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				392427G	02/17/2024	02/17/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Per 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0				392427G	02/17/2024	02/17/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A			PER STATE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 445 Benton Avenue, Nashville, TN 37204
 Terrorism is included.
 30 day notice of cancellation, 10 days for non-pay applies in favor of the certificate holder.
 Policy contains: CG2018 1219 ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER as required by written contract; CG2026 1219 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION as required by written (See Attached Descriptions)

CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance & Safety Division 222 3rd Ave. N., Suite #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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 2 #S33968678/M33828471

The ACORD name and logo are registered marks of ACORD

RH7

{N0600600.1}

DESCRIPTIONS (Continued from Page 1)

contract;

CG2027 1219 ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES as required by written contract; and CG2404 1219

Waiver of Transfer of Rights of Recovery Against Others To Us as required by written contract.

The Metropolitan Government of Nashville and Davidson County is additional insured with waiver of subrogation per the referenced form.

SAGITTA 25.3 (2016/03) 2 of 2

#S33968678/M33828471

{N0600600.1}

This Instrument Prepared by:
Laura Smith, VP General Counsel
Electric Power Board
Nashville, TN 37203

GRANT OF UTILITY LINE EASEMENT TO THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY, ACTING BY AND THROUGH THE
ELECTRIC POWER BOARD OF SAID GOVERNMENT
FAIRGROUNDS PARCEL C, LLC

For good and valuable consideration, receipt of which is hereby acknowledged, The Metropolitan Government of Nashville and Davidson County (“**Metropolitan Government**”), by and through the Metropolitan Board of Fair Commissioners (the “**Fair Board**”), hereinafter referred to as Grantor, have this day granted to (1) the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, and (2) Fairgrounds Parcel C, LLC, a Tennessee limited liability company, hereinafter collectively referred to as Grantees, a permanent utility easement for the following purposes, namely: The perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol electric power overhead and underground conductors and communications circuits with all necessary equipment reasonably incident thereto (including without limitation cabinets, transformers and switches, including the right to clear said easement and keep the same clear of brush, timber, inflammable structures, buildings, permanent structures, and fire hazards; all over, under, upon, and across the following described land, to wit:

See Exhibit A attached hereto for legal description of easement area.
See Exhibit B attached hereto for drawing of easement area.

To have and to hold the said easement to Grantees, their respective successors and assigns forever. Without limiting the foregoing, Fairground Parcel C, LLC (“FPC”) is the lessee of certain property located adjacent to the easement area described above (the “Adjacent Property”) and is the owner of the cabinet and certain underground electric lines located within such easement area; it is agreed that FPC may assign is easement rights hereunder to any successor lessee with respect to the Adjacent Property (or a portion thereof).

We covenant with the said Grantees that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, except those shown of record.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damages incidental to the exercise of any of the rights above described; except that said Grantees shall remain liable for any additional damages which may be caused to the property of the undersigned in the erection and maintenance of said facilities.

IN WITNESS WHEREOF, we have subscribed our names on this the _____ day of _____, 2024.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

By: _____
Name: _____
Title: _____

METROPOLITAN BOARD OF FAIR COMMISSIONERS

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of The Metropolitan Government of Nashville and Davidson County, the within named bargainer, and that s/he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Metropolitan Government of Nashville and Davidson County by her/himself as such officer.

WITNESS my hand and seal at office in the aforesaid county and state, this the ____ day of _____, 2024.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of The Metropolitan Board of Fair Commissioners, the within named bargainer, and that s/he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Metropolitan Board of Fair Commissioners by her/himself as such officer.

WITNESS my hand and seal at office in the aforesaid county and state, this the ____ day of _____, 2024.

Notary Public

My commission expires: _____

EXHIBIT A

[Legal Description – Easement Area]

Being an NES Easement lying in Davidson County, Tennessee and being more particularly described as follows:
Beginning at a concrete monument on the southerly right-of-way Benton Avenue and being a point on the
the westerly property line of the Metro Government M Fair Grounds property as of record Deed Book 410, Page
385 R.O.D.C. Tennessee South 59 deg. 02 min. 13 sec. East, 1,082.73 feet to the beginning of the NES Easement,

Thence North 74 deg 14 min 05 sec East, 68.50 feet to a point,

Thence South 57 deg. 24 min. 25 sec. East, 29.14 feet to a point,

Thence South 32 deg. 35 min. 35 sec. West, 15.00 feet to a point,

Thence North 57 deg. 24 min. 25 sec. West, 21.84 feet to a point,

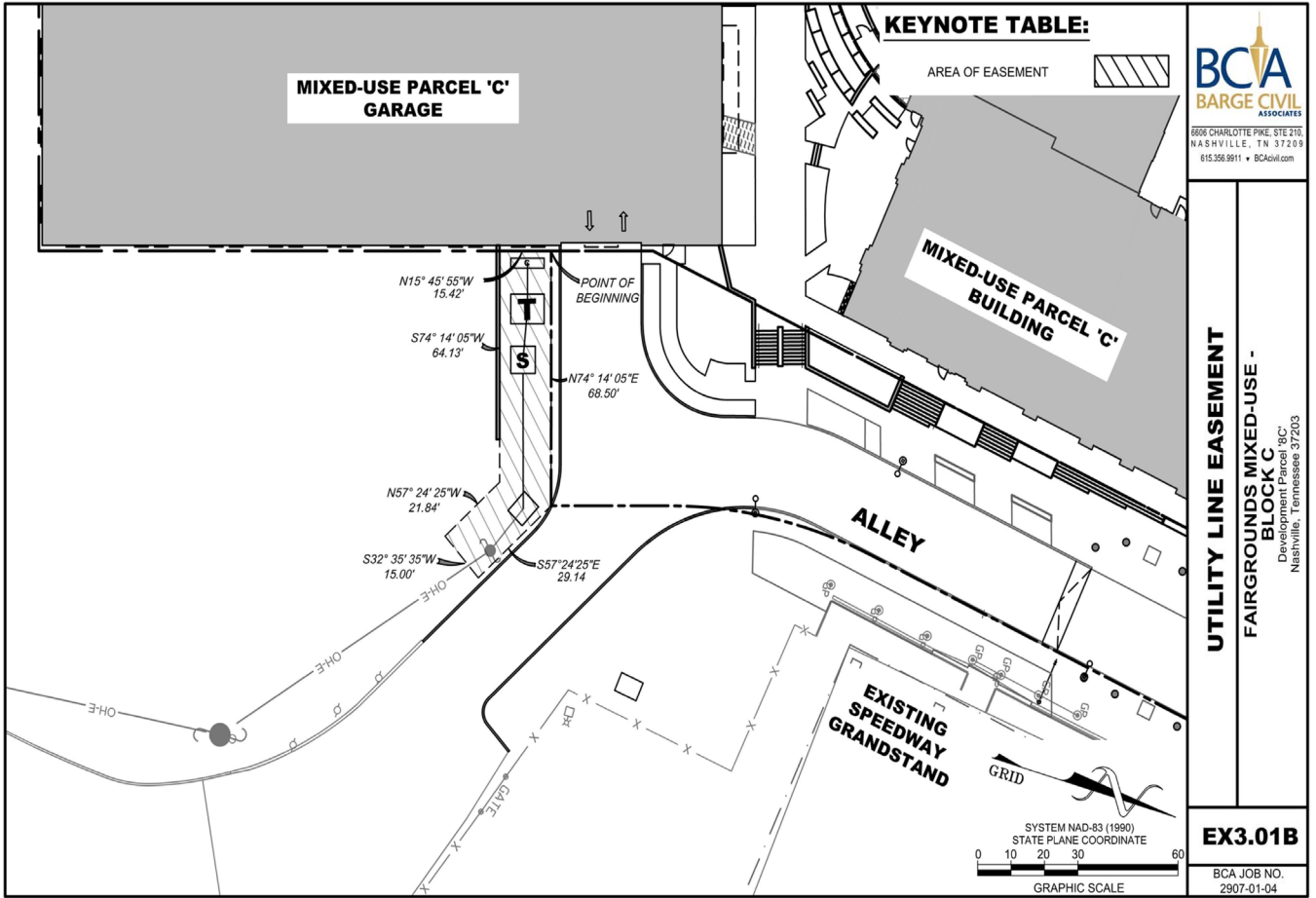
Thence South 74 deg. 14 min. 05sec. West, 64.13 feet to a point,

Thence North 15 deg. 45 min. 55 sec. West, 15.42 feet to a point and being the point of beginning, containing
1,390 square feet.

Being part of the same property conveyed to Metro Government M Fair Grounds.

EXHIBIT B

[Drawing – Easement Area]



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

I/We, Fairgrounds Parcel C, LLC, a Tennessee limited liability company ("Licensee"), in consideration of the Ordinance No. _____, to


construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at 445 Benton Avenue 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 EXHIBIT A FOR 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 the license granted pursuant to the Ordinance described above is for the benefit of the property described on Exhibit B (in which property the undersigned currently owns a leasehold estate) and that my/our obligations hereunder shall 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 public safety; provided, however, at least twelve (12) months' notice to the Licensee (or the successor to the Licensee's interests in such property) shall be required before any such revocation shall become effective so that such Licensee (or its successor) shall have the opportunity to make appropriate arrangements to re-route electric lines to an alternate location. 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. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment (if required pursuant to this Agreement). 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.

FAIRGROUNDS PARCEL C, LLC

BY: MMC 2022, LLC, its Manager

By: 

Dirk Melton, Manager

Address of Property:

**445 Benton Ave
Nashville, TN 37204**

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dirk Melton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of MMC 2022, LLC, a limited liability company that is the Manager of Fairgrounds Parcel C, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of MMC 2022, LLC (in its capacity as Manager of Fairgrounds Parcel C, LLC) by himself as Manager.

WITNESS my hand and seal at office in the aforesaid county and state, this the 14 day of December, 2023.

Valerie Campbell

Notary Public

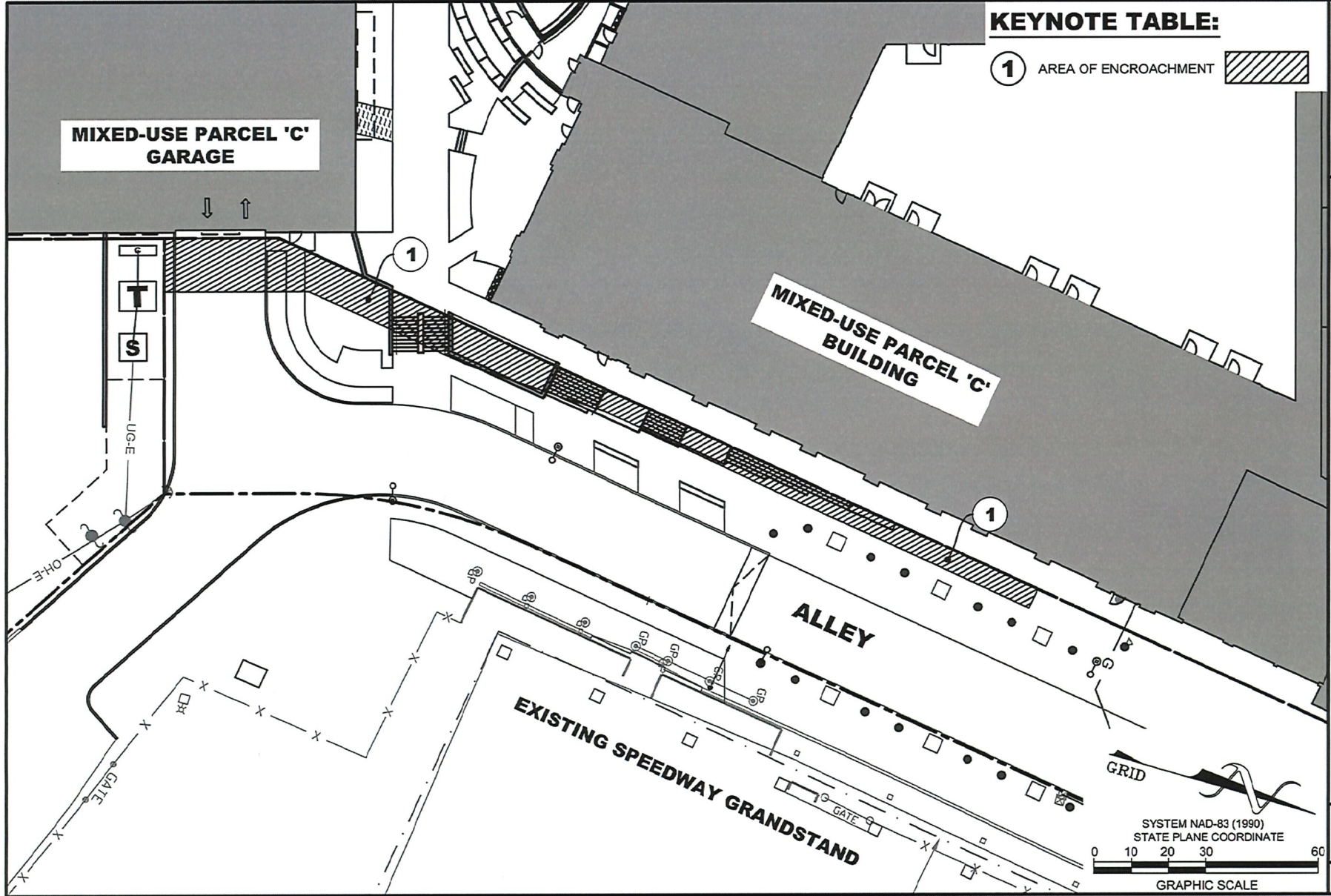
My commission expires: 5-3-2027



Exhibit A

Description of Encroachment

See attached



KEYNOTE TABLE:

- ① AREA OF ENCROACHMENT 

BCA
BARGE CIVIL
ASSOCIATES

6606 CHARLOTTE PIKE, STE 210,
NASHVILLE, TN 37209
615.356.9911 • BCAcivil.com

AREA OF ENCROACHMENT

**FAIRGROUNDS MIXED-USE -
BLOCK C**

Development Parcel '8C'
Nashville, Tennessee 37203

EX3.01A

BCA JOB NO.
2907-01-04

Exhibit B

Benefitted Property Description

BEING A CERTAIN TRACT OF LAND IN THE 17TH COUNCIL DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO METRO GOV'T M FAIR GROUNDS OF RECORD IN DEED BOOK 410, PAGE 385, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT (OLD) IN THE WESTERLY LINE OF SAID METRO GOV'T M FAIR GROUNDS PROPERTY AT THE SOUTHEASTERLY TERMINUS OF BENTON AVENUE, AND PROCEEDING AS FOLLOWS:

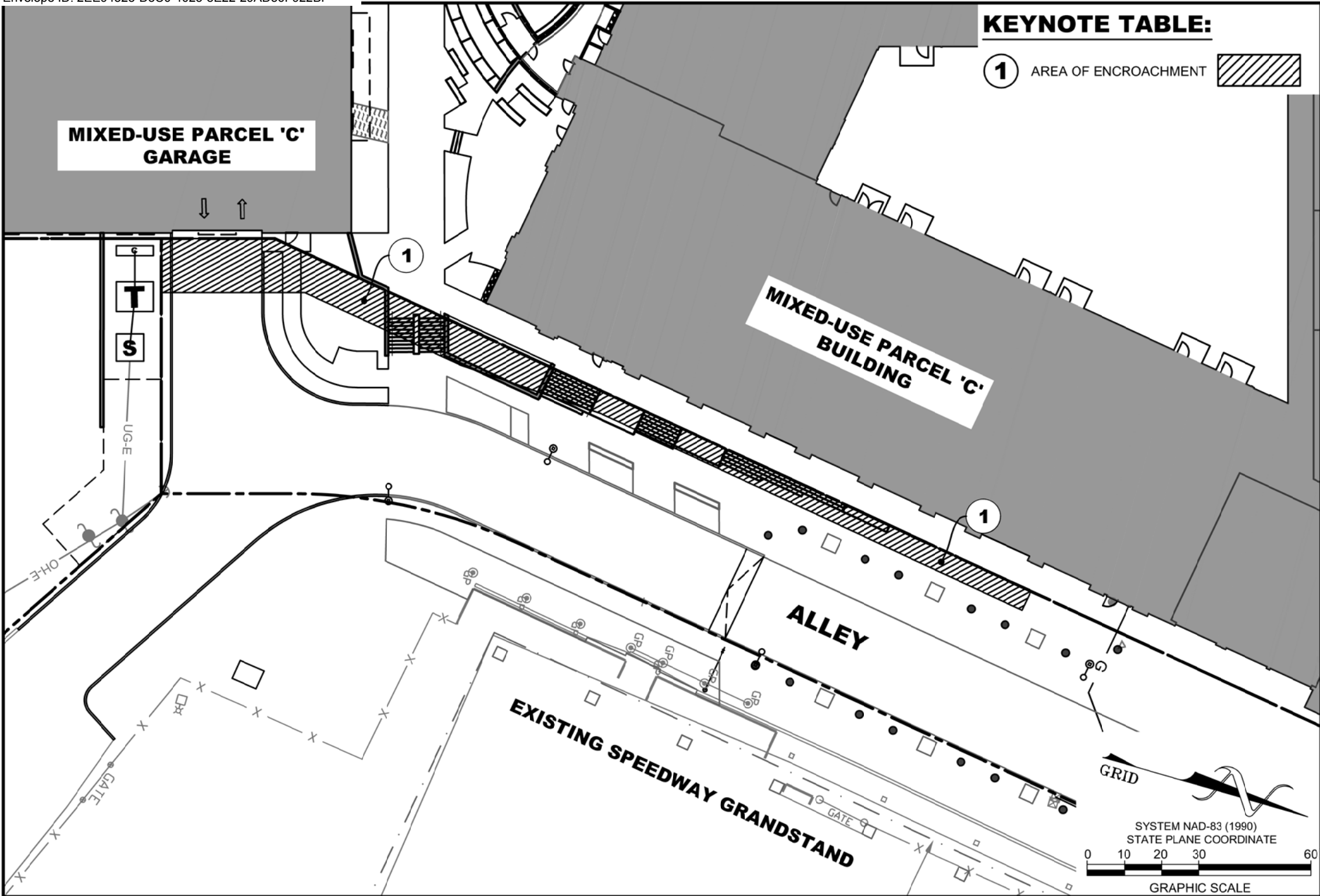
THENCE, SOUTH 75 DEGREES 00 MINUTES 05 SECONDS EAST, 713.03 FEET TO A 1/2 INCH IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) 80.75 FEET SOUTH OF THE SOUTHEASTERLY RIGHT OF WAY OF PROPOSED BENTON AVENUE (UNDER CONSTRUCTION), SAID IRON ROD BEING THE TRUE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, CROSSING SAID METRO GOV'T M FAIR GROUNDS PROPERTY THE FOLLOWING NINE CALLS (1 THROUGH 9):

1. NORTH 74 DEGREES 13 MINUTES 36 SECONDS EAST, 83.12 FEET TO AN IRON ROD (NEW);
2. SOUTH 15 DEGREES 46 MINUTES 24 SECONDS EAST, 49.08 FEET TO AN IRON ROD (NEW);
3. NORTH 74 DEGREES 13 MINUTES 36 SECONDS EAST, 118.35 FEET TO AN IRON ROD (NEW);
4. NORTH 09 DEGREES 13 MINUTES 36 SECONDS EAST, 55.78 FEET TO AN IRON ROD (NEW);
5. SOUTH 80 DEGREES 46 MINUTES 24 SECONDS EAST, 80.09 FEET TO AN IRON ROD (NEW);
6. SOUTH 09 DEGREES 13 MINUTES 36 SECONDS WEST, 397.96 FEET TO AN IRON ROD (NEW);
7. SOUTH 15 DEGREES 45 MINUTES 55 SECONDS EAST, 183.89 FEET TO AN IRON ROD (NEW);
8. SOUTH 74 DEGREES 14 MINUTES 29 SECONDS WEST, 129.50 FEET TO AN IRON ROD (NEW);
9. NORTH 15 DEGREES 45 MINUTES 55 SECONDS WEST, 576.91 FEET TO THE POINT OF BEGINNING AND HAVING AN AREA OF 102,985 SQUARE FEET OR 2.36 ACRES, MORE OR LESS.

Being part of the same property conveyed to Davidson County, Tennessee (now known as The Metropolitan Government of Nashville and Davidson County) by the heirs at law of Miss Eliza Crosthwait, being George W. Crosthwait and wife, Martha W. Crosthwait and L. C. Peyton and wife, Mrs. Lavinia Peyton filed for record in Deed Book 350, page 326, in the Register's Office for Davidson County, Tennessee.

P:\2907 Market Street Ent\2907-01-04 Block 8-C\Drawings\Support\02-20230918-MandatoryReferral\C3.01B.dwg-8.5x14



KEYNOTE TABLE:

- ① AREA OF ENCROACHMENT 

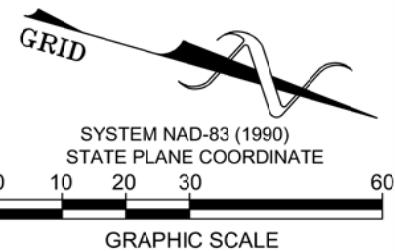


6606 CHARLOTTE PIKE, STE 210,
NASHVILLE, TN 37209
615.356.9911 • BCACivil.com

AREA OF ENCROACHMENT

**FAIRGROUNDS MIXED-USE -
BLOCK C**

Development Parcel '8C'
Nashville, Tennessee 37203



EX3.01A

BCA JOB NO.
2907-01-04