

RESOLUTION NO. _____

A resolution authorizing GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC, to construct and install aerial encroachments at 1810 Broadway and 110 19th Avenue (Proposal No. 2022M-036EN-001).

WHEREAS, GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC, plan to construct, install and maintain balcony overhangs on Alley 383, metal canopy overhangs on Broadway, and a blade sign on Broadway, encroaching into the public right-of-way on property located at 1810 Broadway and 110 19th Avenue; and,

WHEREAS, as set forth in the License Agreements for Private Encroachments Into the Public Right of Way, attached collectively hereto as Exhibit A, and incorporated by reference, GS Nashville Hotel Owner, LLC and GS 19th and Broadway Apartments, LLC, have 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 encroachments; 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, GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC, are hereby granted the privilege to construct and maintain aerial encroachments as described in Proposal No. 2022M-036EN-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 encroachments 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 GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC.

Section 3. That construction and maintenance of said aerial encroachments under Proposal No. 2022M-036EN-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 GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC, by and through its subsidiary, GS 19th and Broadway Apartments, 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, GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC, and their successors and assigns, shall remove said aerial encroachments at their own expense.

Section 5. GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC, shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachments under Proposal No. 2022M-036EN-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 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. GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, 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 encroachments, and for any street closure.

Section 6. GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, 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. GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, LLC, shall and are 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 GS Nashville Hotel Owner, LLC and Greystar Real Estate Partners, LLC by and through its subsidiary, GS 19th and Broadway Apartments, 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:

Diana W Alarcon

Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

INTRODUCED BY:

APPROVED AS TO INSURANCE:

Balogun Cobb

Insurance and Claims Manager

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

Erica Haber

Assistant Metropolitan Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
02/02/2024

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

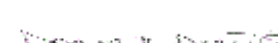
PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Greystar@marsh.com CN102366349-FUIE-GAWUX-23-24	CONTACT NAME: Victoria Williams PHONE (A/C, No, Ext): E-MAIL ADDRESS: greystar@marsh.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Somp America Insurance Company INSURER B : N/A INSURER C : N/A INSURER D : N/A INSURER E : N/A INSURER F :
INSURED Greystar Real Estate Partners, LLC 600 E. Las Colinas Blvd. Suite 2100 Irving, TX 75039	NAIC # 11126 N/A N/A N/A N/A

COVERAGES CERTIFICATE NUMBER: HOU-003591382-29 REVISION NUMBER: 2

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	ADOL	INSR	WWD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				GAR30030141601	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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			JCOS112540 (ACS) WCRS1088ND (W)	01/01/2024 01/01/2024	01/01/2025 01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, Additional Remarks Schedule, may be attached if more space is required)
Falyr , 19th & Broadway 110 19th Ave. S Nashville TN 37203.

CERTIFICATE HOLDER Greystar Real Estate Partners, LLC 600 E. Las Colinas Blvd. Suite 2100 Irving, TX 75039	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 of Marsh USA LLC 
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ACORD 25 (2016/03)

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CONCHOS-01

ZMARSH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2023

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: Starling Seacrest Pritchard, Inc. CONTACT NAME: Alex Dickson. PHONE: (770) 635-0448. FAX: (A/C, No:). E-MAIL ADDRESS: adickson@sspins.com. INSURER(S) AFFORDING COVERAGE: Sompo America Insurance Co (11126), Endurance Assurance Corporation (11551).

COVERAGES CERTIFICATE NUMBER: 381 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) (See Attached Descriptions) Terrorism Included on all lines. Certificate holder is included as Additional Insured (except as respects all coverage afforded by the Workers Compensation policy) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER: Metropolitan Government of Nashville, 222 3rd Avenue North, Ste. 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: Susan M. Allison

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, GS Nashville Hotel Owner, 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 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 my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works 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 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 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: 4/12/2022

GS Nashville Hotel owner, LLC

(Owner of Property)

1812 Broadway

(Address of Property)

Nashville, TN

(City and State)

By: Matthew

Name: Matthew Evans

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 12th day of April, 2022.

Nickolas Downey
(NOTARY PUBLIC)

My Commission Expires: OCT 2, 2023.



LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, GS 19th and Broadway Appartments, 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 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 my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works 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 Public Works.

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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: 4/12/2022

65 19th and Broadway Apartments, LLC
(Owner of Property) By: Matthew Evans
110 19th Ave S. Nashville, TN 37203
(Address of Property) Name: Matthew Evans
Nashville, TN
(City and State)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before
Me this 12th day of April, 2022

Nickolas Downey
(NOTARY PUBLIC)

My Commission Expires: OCT 2, 2023



1812 BROADWAY | MANDATORY REFFERAL

RIGHT OF WAY ENROACHMENTS

1. CANOPY AND RESATAURANT SIGNAGE OVERHANGS

-SOUTH SIDE OF HOTEL - 7' ROW POST DEDICATION

2. BLADE SIGN

-SOUTH SIDE OF HOTEL - 7' ROW POST DEDICATION

3. BALCONY OVERHANGS

-NORTH SIDE OF RESIDENTIAL APARTMENT - 10'-6" POST DEDICATION

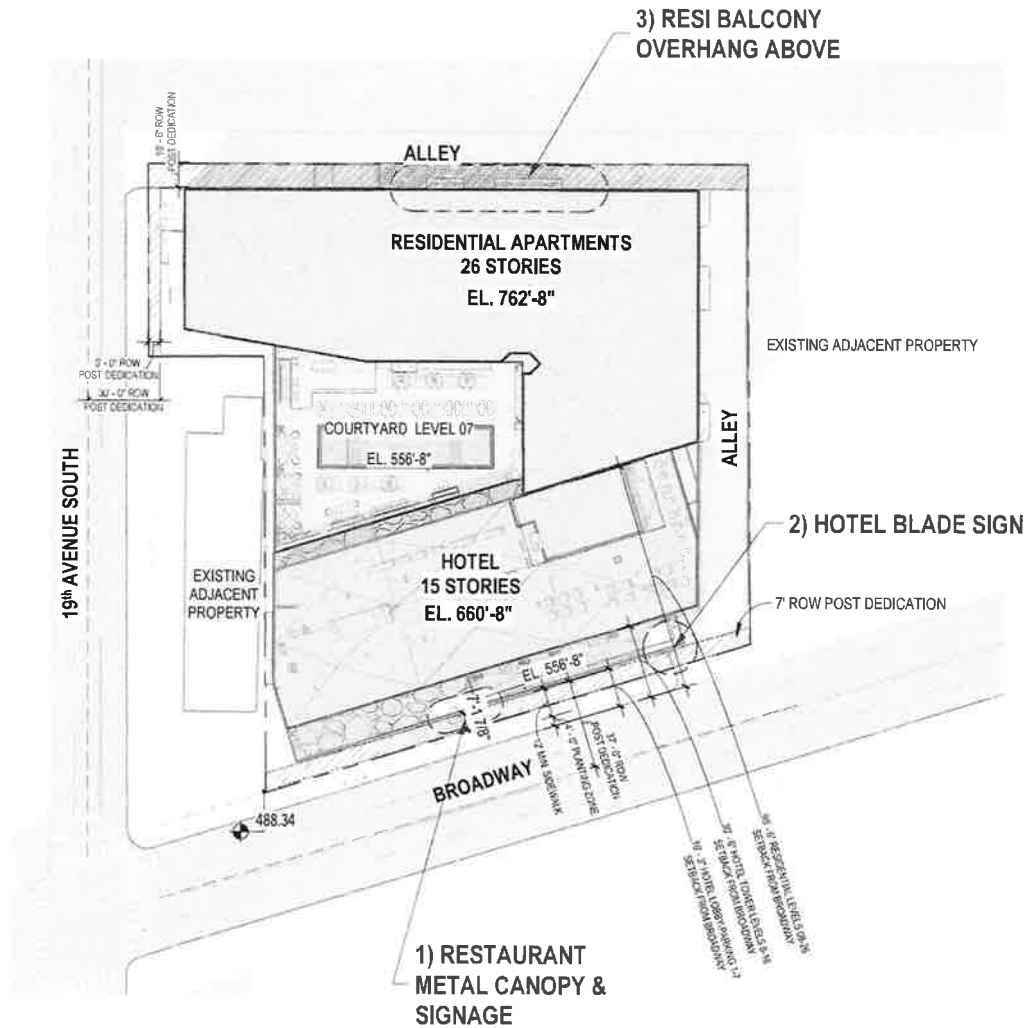
1812 Broadway Nashville, TN

Fraye Hotel & Fallyn Apartments

GREYSTAR

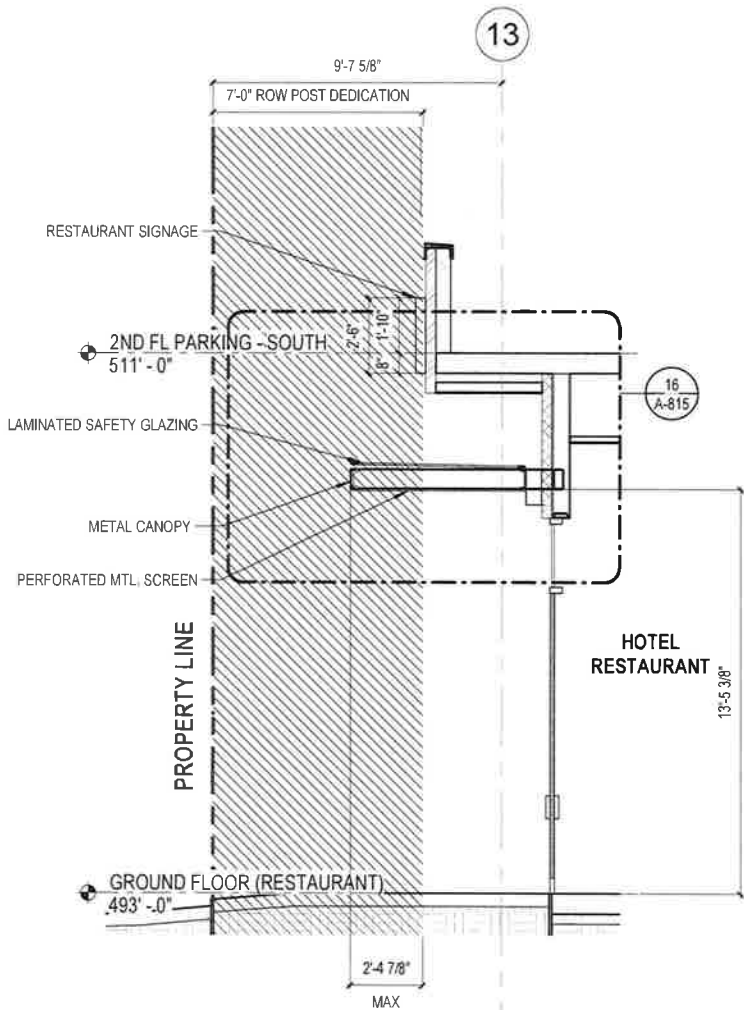
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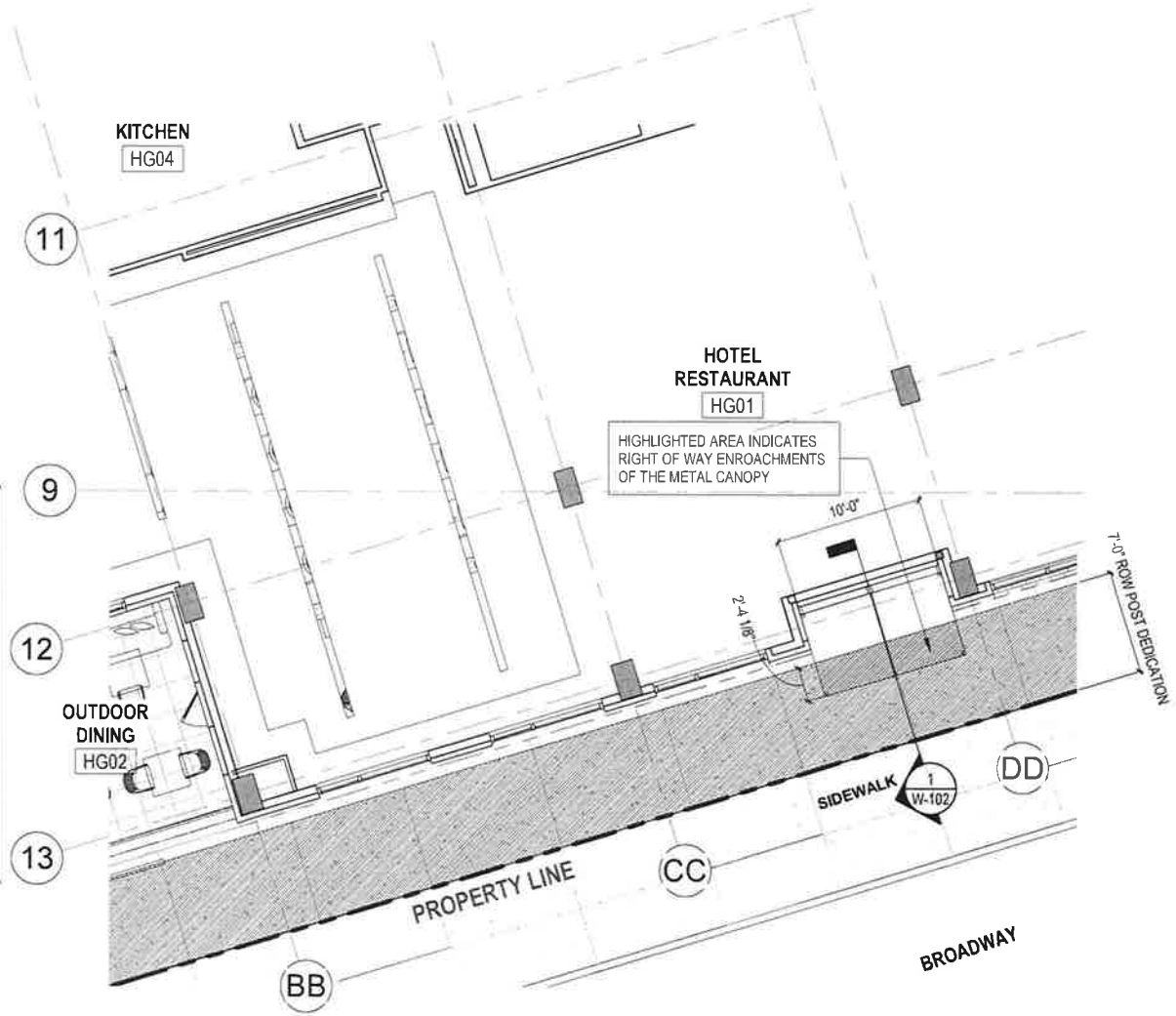


1812 Broadway Nashville, TN

SITE PLAN



1 WALL SECTION @ HOTEL RESTAURANT ENTRANCE CANOPY
SCALE: 1/4" = 1'-0"



2 2ND FL PARKING - P2
SCALE: 1/8" = 1'-0"

DRAWING SCALE: 1/4" = 1'-0"

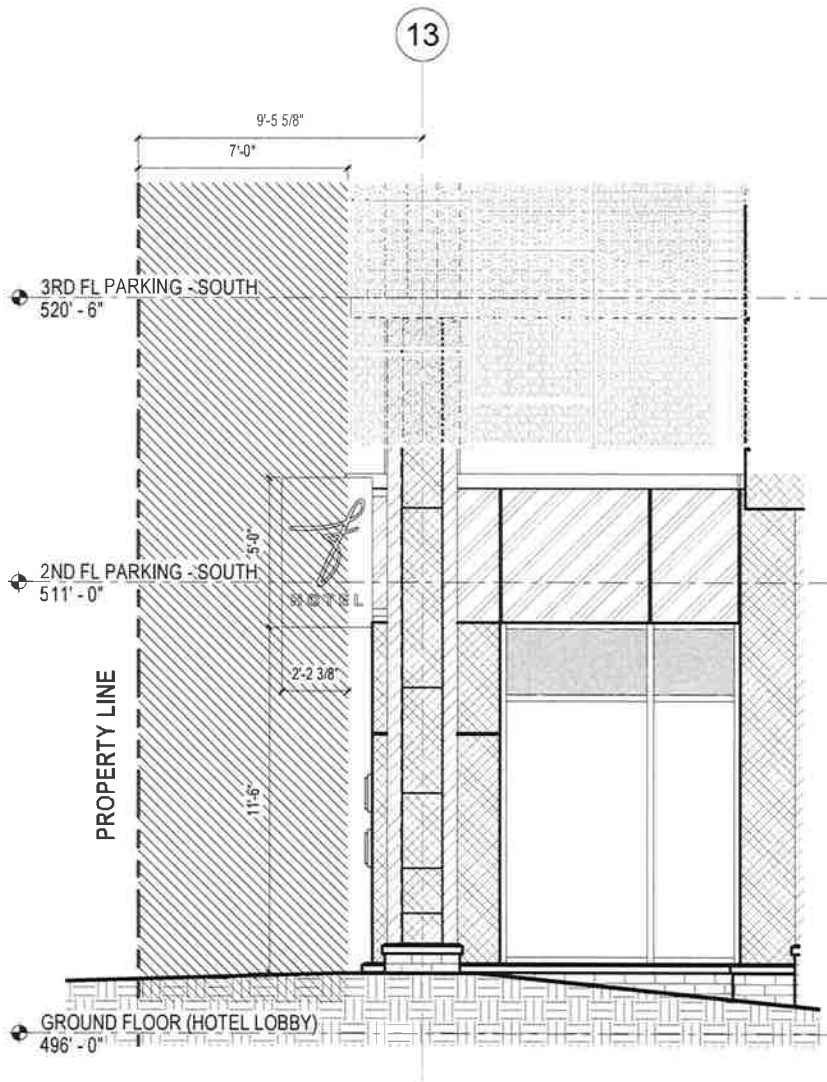
1812 Broadway Nashville, TN

RESTAURANT METAL CANOPY

GREYSTAR

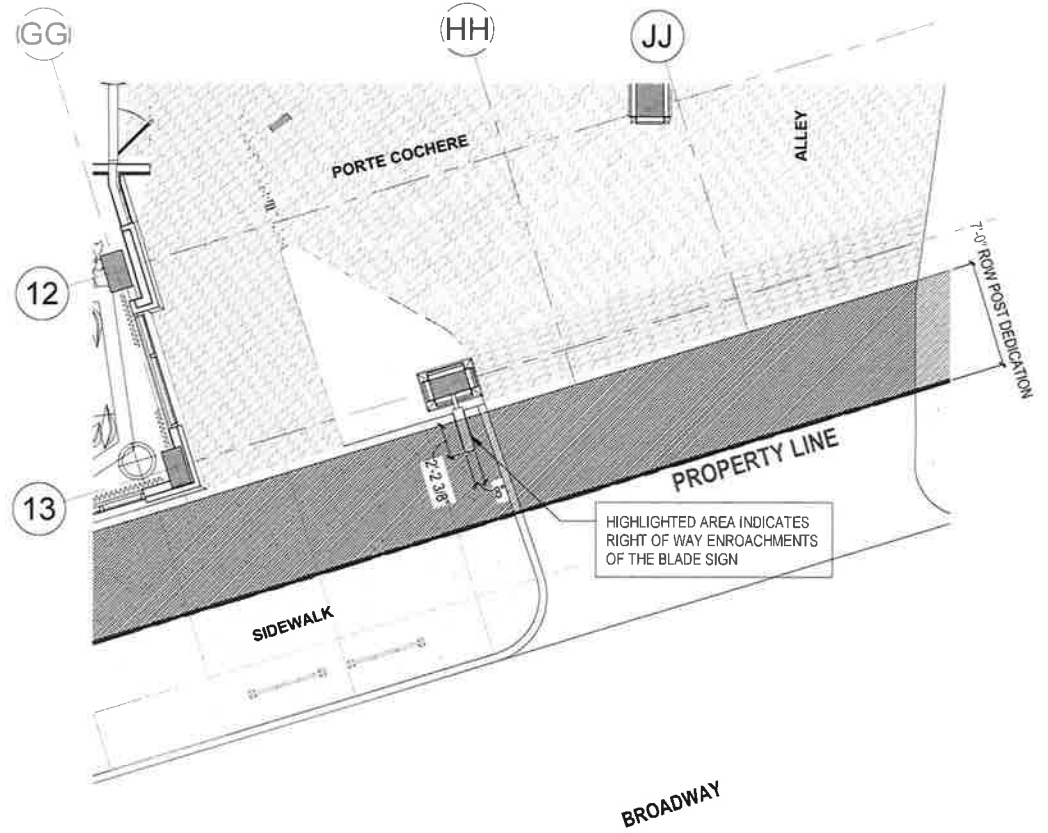
03/29/22

R2L:ARCHITECTS



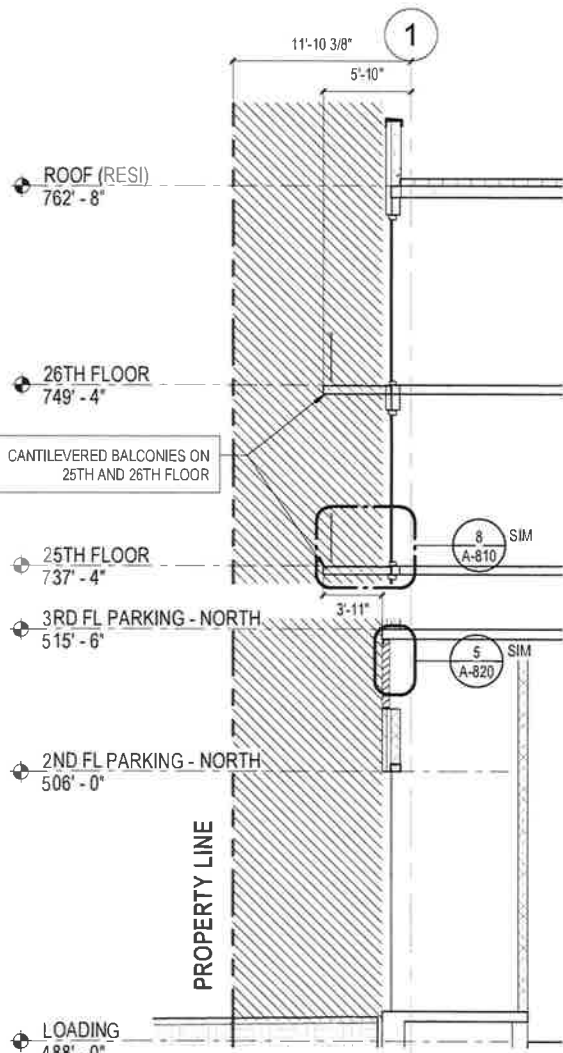
1 HOTEL BLADE SIGN ELEVATION
SCALE: 1/4" = 1'-0"

1812 Broadway Nashville, TN

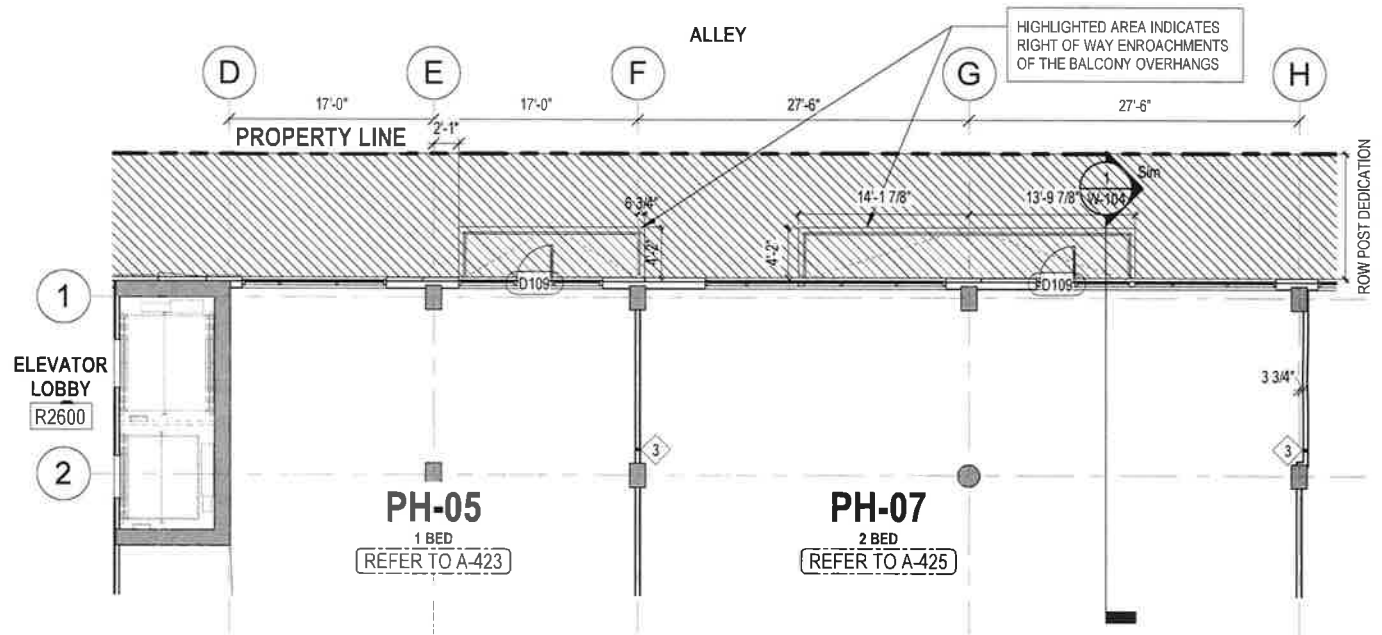


2 GROUND FL PARKING - PORTE COCHERE
SCALE: 1/8" = 1'-0"

HOTEL BLADE SIGN



1 WALL SECTION @ BALCONY OVERHANGS
SCALE: 1/8" = 1'-0"



2 26TH FLOOR (RESI) - BALCONY OVERHANGS
SCALE: 1" = 10'-0"

1812 Broadway Nashville, TN

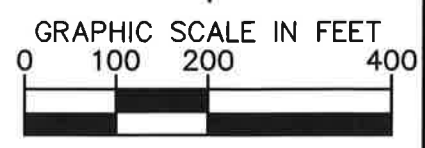
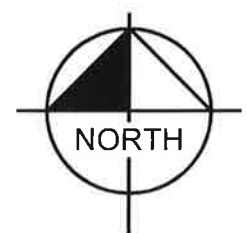
GREYSTAR

03/30/22

BALCONY OVERHANGS

R2L:ARCHITECTS

K:\NSH_LDEV\012877011 - 19th and Broadway\3-Design\5-Erosion Control\1-SWPPP\Appendices\Appendix CVVicinity Map.dwg Layout1 Mar 30, 2022 5:47pm by: Nick.Slay



Kimley»Horn
10 LEA AVENUE STE. 400
NASHVILLE, TN 37210
PHONE: (615) 564-2701
www.kimley-horn.com

PROJECT:
1812 BROADWAY

TITLE:
VICINITY MAP

CLIENT:
O.I.C. 19TH & BROADWAY

JOB NO.: 012877011
SCALE: 1" = X0'
DATE: 03/30/2022
SHEET:
EXHIBIT A

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF KIMLEY-HORN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN. THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN.