


Proposal No. 2024M-005EN-001



STATSTR-01

RKENDRICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2024

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  
Integrated Insurance Solutions  
44675 Cape Ct. Suite 100  
Ashburn, VA 20147

CONTACT  
NAME: Rene Kendrick  
PHONE (A/C, No, Ext): (703) 962-1738 FAX (A/C, No): (703) 726-0753  
E-MAIL: rkendrick@integrated-usa.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
  
State Street Owner, LP  
7474 Creedmoor Road #306  
Raleigh, NC 27613

INSURER A : Erie Insurance Company

26263

INSURER B : Erie Insurance Exchange

26271

INSURER C :

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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>	X	Q61-0272076	4/12/2023	4/12/2024	<div><div>EACH OCCURRENCE</div><div>\$ 1,000,000</div></div> <div><div>DAMAGE TO RENTED PREMISES (Per occurrence)</div><div>\$ 1,000,000</div></div> <div><div>MED EXP (Any one person)</div><div>\$ 5,000</div></div> <div><div>PERSONAL &amp; ADV INJURY</div><div>\$ 1,000,000</div></div> <div><div>GENERAL AGGREGATE</div><div>\$ 2,000,000</div></div> <div><div>PRODUCTS - COMPROP AGG</div><div>\$ 2,000,000</div></div> <div><div>OTHER</div><div></div></div>
A	<div><div>AUTOMOBILE LIABILITY</div><div><div><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY</div><div><input checked="" type="checkbox"/> SCHEDULED AUTOS</div></div><div><div><input checked="" type="checkbox"/> HIRED AUTOS ONLY</div><div><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div>	X	Q61-0272076	4/12/2023	4/12/2024	<div><div>COMBINED SINGLE LIMIT (Per accident)</div><div>\$ 1,000,000</div></div> <div><div>BODILY INJURY (Per person)</div><div>\$</div></div> <div><div>BODILY INJURY (Per accident)</div><div>\$</div></div> <div><div>PROPERTY DAMAGE (Per accident)</div><div>\$</div></div> <div><div>OTHER</div><div></div></div>
B	<div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div></div> <div><div>EXCESS LIAB</div><div><input type="checkbox"/> CLAIMS-MADE</div></div> <div><div>DIED</div><div><input checked="" type="checkbox"/> RETENTION \$ 0</div></div>		Q28-1270482	4/12/2023	4/12/2024	<div><div>EACH OCCURRENCE</div><div>\$ 10,000,000</div></div> <div><div>AGGREGATE</div><div>\$ 10,000,000</div></div> <div><div>OTHER</div><div></div></div>
	<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div><div><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div><input type="checkbox"/> Y/N</div></div><div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div><div>N/A</div></div></div>					<div><div>PER STATUTE</div><div>OTH-ER</div></div> <div><div>E.L. EACH ACCIDENT</div><div>\$</div></div> <div><div>E.L. DISEASE - EA EMPLOYEE</div><div>\$</div></div> <div><div>E.L. DISEASE - POLICY LIMIT</div><div>\$</div></div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional Insureds for General Liability and Automobile Liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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  


ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

{N0602279.1}

Page 4 of 5

D-24-12183



LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, State Street Owner, LP, 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.

STATE STREET OWNER, L.P.

By: State Street Owner G.P., LLC, its general partner

By: State Street Midtown G.P., LLC, its manager

By:

Margaret S. Ford  
(Owner of Property) Margaret S. Ford, President

1600 State Street + 300 BarBQue Alley  
(Address of Property)

Nashville, TN  
(City and State)

STATE OF ~~TENNESSEE~~ NORTH CAROLINA

COUNTY OF ~~DAVIDSON~~ MECKLENBURG

Sworn to and subscribed before

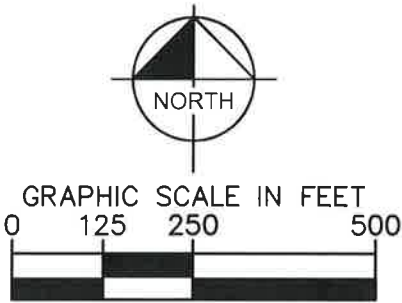
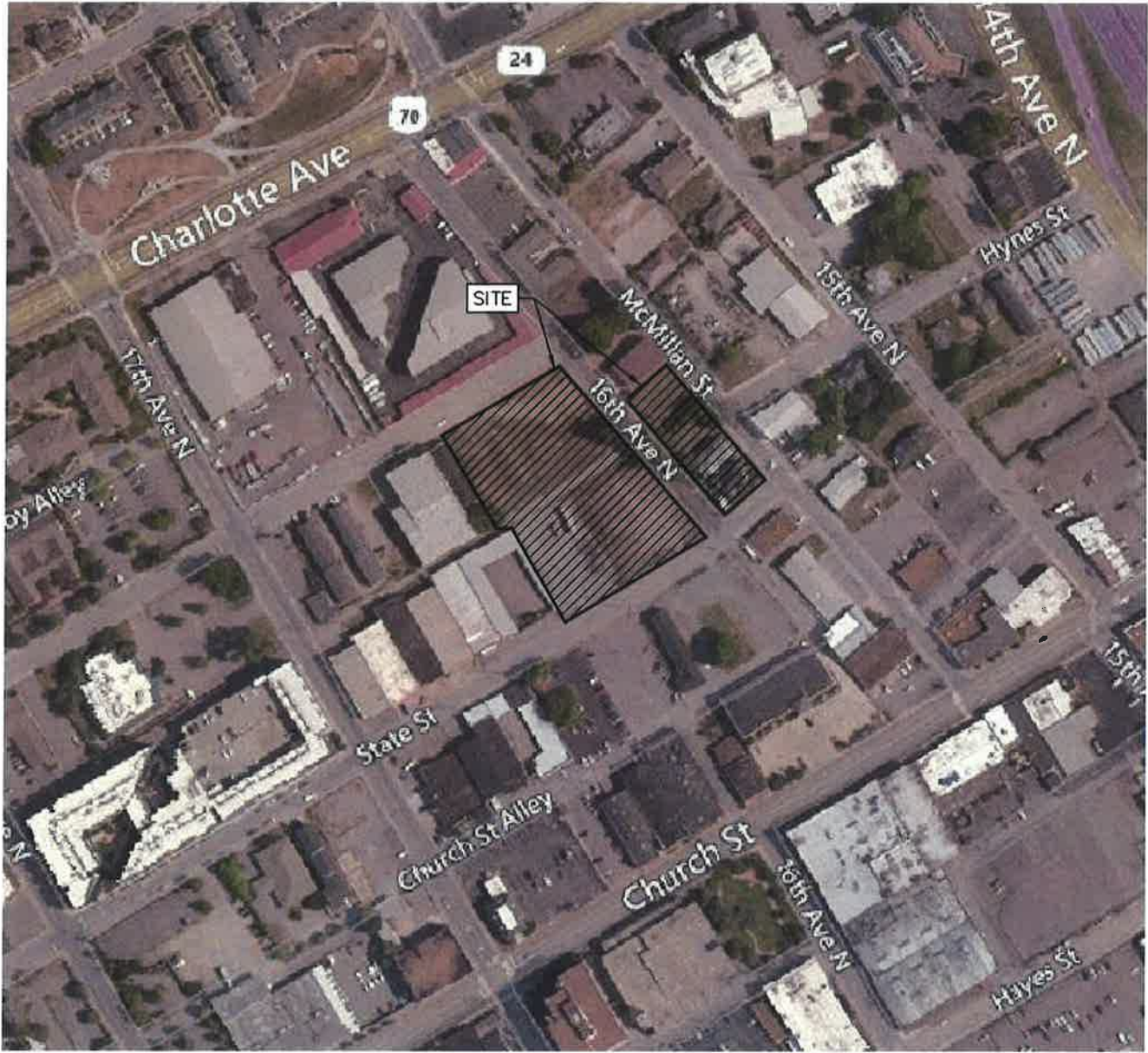
Me this 9th day of January, 2024.

Cynthia Kirby  
(NOTARY PUBLIC)



My Commission Expires: \_\_\_\_\_.

K:\NSH\_L\DEV\0117266039 - State St\3-Design\4-Storm\VicinityMap.dwg Layout1 Sep 26, 2019 4:47pm by: alexandra.natoli



<b>Kimley»Horn</b> 214 OCEANSIDE DRIVE NASHVILLE, TN 37204 PHONE: (615) 564-2701 www.kimley-horn.com	PROJECT:  STATE STREET	TITLE:  VICINITY MAP	CLIENT:  WOODFIELD INVESTMENTS	JOB NO.: 011286039 SCALE: 1" = 250' DATE: 09/27/2019 SHEET: EXHIBIT A
--	------------------------------	----------------------------	--------------------------------------	---





## Description of Encroachments

Attached is an exhibit depicting certain portions of the proposed project which will be constructed within the McMillin Street, State Street, and Bar-B-Que Alley right-of-ways. The proposed encroachments are listed below. All other ROW encroachments related to overhangs were included in approved resolution RS2021-773.

1. Building Encroachments
  - A. Building 2:  $\pm 0.2'$  along Bar B Que Alley







B. Building 2:  $\pm 0.03'$  and  $\pm 0.09'$  at the corner of Bar B Que Alley and State Street





- C. Building 2:  $\pm 0.28'$  at the corner of State Street and McMillin Street
2. Retaining Wall – Building 1 and Newly Constructed Alley 377





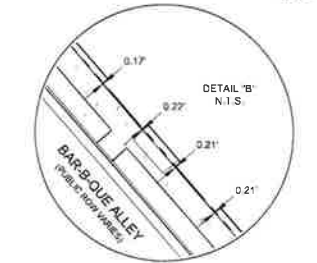
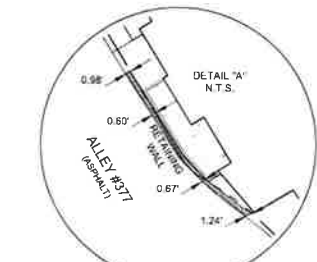
3. Irrigation System – The areas highlighted in yellow below show the irrigation system that is located within the ROW to support the vegetation in the ROW.





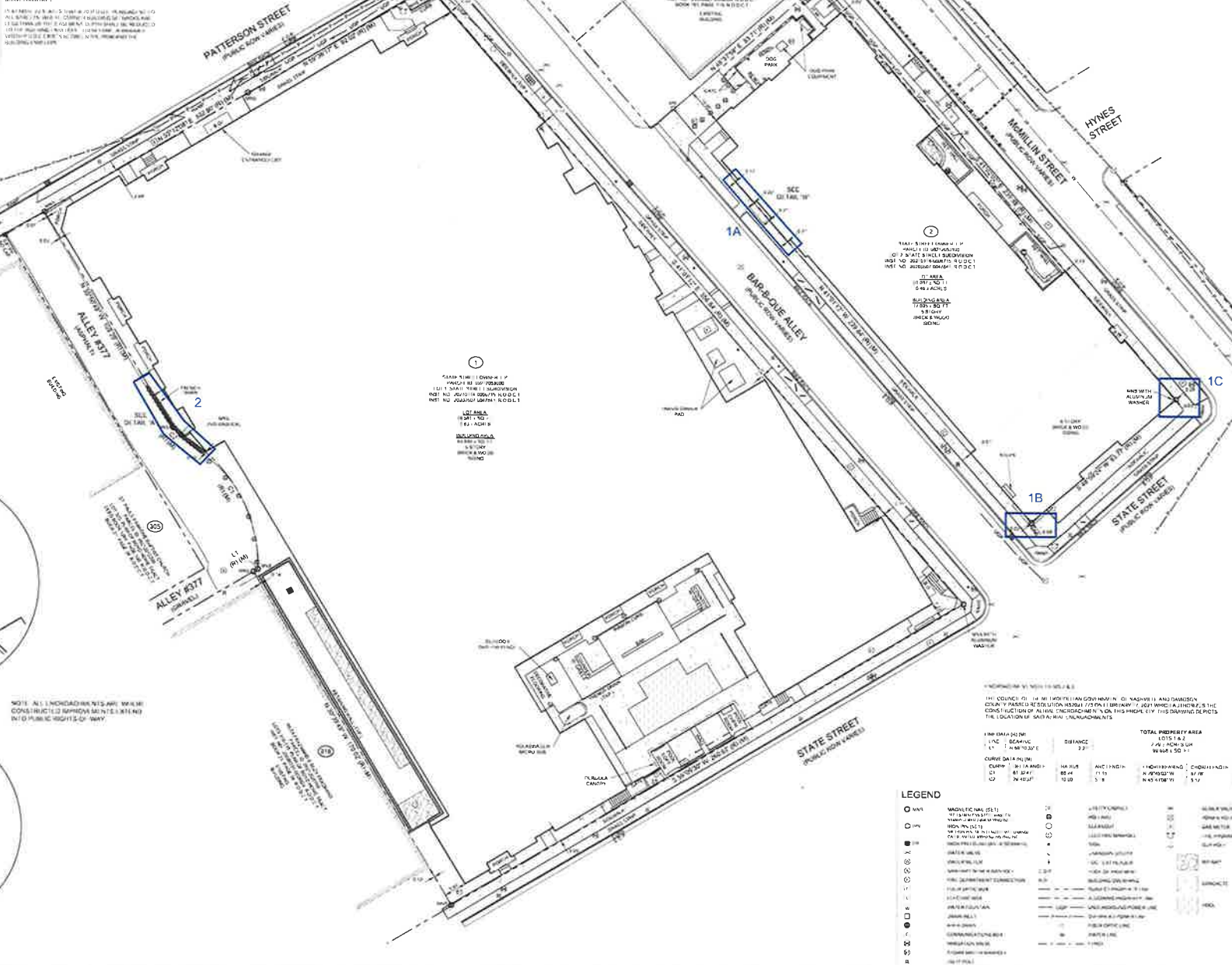
SURVEY NOTES

1. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL (AMSL) UNLESS OTHERWISE NOTED.  
2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
3. ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.  
4. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.  
5. ALL PROPERTY LINES ARE SHOWN AS DOTTED LINES.  
6. ALL EASEMENTS ARE SHOWN AS DOTTED LINES.  
7. ALL UTILITIES ARE SHOWN AS DOTTED LINES.  
8. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.  
9. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.  
10. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.



NOTE: ALL ENCROACHMENTS ARE SHOWN AS DOTTED LINES. THE SURVEYOR HAS NOTED THE ENCROACHMENTS AND HAS SHOWN THEM AS DOTTED LINES. THE SURVEYOR HAS NOTED THE ENCROACHMENTS AND HAS SHOWN THEM AS DOTTED LINES.

**BUILDING TRACKS, ZONING, ETC.**  
ALLEY #377 (NORTH SIDE) AND DAVENPORT (SOUTH SIDE) OF STATE STREET, NASHVILLE, TENNESSEE. THE SURVEYOR HAS NOTED THE BUILDING TRACKS, ZONING, ETC. AND HAS SHOWN THEM AS DOTTED LINES. THE SURVEYOR HAS NOTED THE BUILDING TRACKS, ZONING, ETC. AND HAS SHOWN THEM AS DOTTED LINES.



LEGEND	
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.	2. ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
3. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.	4. ALL PROPERTY LINES ARE SHOWN AS DOTTED LINES.
5. ALL EASEMENTS ARE SHOWN AS DOTTED LINES.	6. ALL UTILITIES ARE SHOWN AS DOTTED LINES.
7. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.	8. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.
9. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.	10. ALL SURVEY DATA IS BASED ON THE 1983 NAD 83 DATUM.

**AN ENCROACHMENT EXHIBIT OF THE**  
**STATE STREET OWNER, L.P. PROPERTIES**  
**1600 STATE STREET & 300 BAROQUE ALLEY, NASHVILLE, TENNESSEE**  
**DAVIDSON COUNTY, TENNESSEE**  
**NOVEMBER 28, 2023**

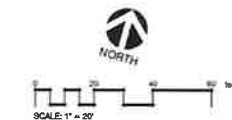
**811**  
Know what's below  
Call before you dig  
1-800-4-A-DAVE  
www.811.com

**DAVIDSON COUNTY**  
NASHVILLE, TENNESSEE  
NOVEMBER 28, 2023

**ENCROACHMENT EXHIBIT**  
THE SURVEYOR HAS NOTED THE ENCROACHMENTS AND HAS SHOWN THEM AS DOTTED LINES. THE SURVEYOR HAS NOTED THE ENCROACHMENTS AND HAS SHOWN THEM AS DOTTED LINES.

**ENCROACHMENT EXHIBIT**  
THE SURVEYOR HAS NOTED THE ENCROACHMENTS AND HAS SHOWN THEM AS DOTTED LINES. THE SURVEYOR HAS NOTED THE ENCROACHMENTS AND HAS SHOWN THEM AS DOTTED LINES.



KV+D  
KISER VOGGIN DESIGN