

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

A resolution authorizing Nashville Phase III Property Holder LLC to construct, install, and maintain an aerial encroachment at 501 Houston Street. (Proposal No. 2026M-024EN-001).

WHEREAS, Nashville Phase III Property Holder LLC plans to construct, install, and maintain a blade sign, encroaching into the public right-of-way at 501 Houston Street; 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, Nashville Phase III Property Holder 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 encroachment 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, Nashville Phase III Property Holder LLC is hereby granted the privilege to construct, install, and maintain an aerial encroachment, as described in Proposal No. 2026M-024EN-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. 2026M-024EN-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 Nashville Phase III Property Holder LLC.

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2026M-024EN-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 Nashville Phase III Property Holder 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, Nashville Phase III Property Holder LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

{N0772315.1}

Section 5. Nashville Phase III Property Holder LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2026M-024EN-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. Nashville Phase III Property Holder 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 Nashville Phase III Property Holder 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. Nashville Phase III Property Holder 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 Nashville Phase III Property Holder 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:  
  
AD2852A55F9C45F  
Phillip Jones, Interim Director  
Nashville Department of Transportation  
and Multimodal Infrastructure

INTRODUCED BY:


\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO INSURANCE:

Signed by:  
  
68804BF12FD741C  
Insurance and Claims Manager

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:  
  
D4F54A5815B0454...  
Assistant Metropolitan Attorney

**Proposal No. 2026M-024EN-001**



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>McCarr, a Marsh & McLennan Agency LLC Company |  | <b>INSURED</b><br>Adventurous Journeys LLC dba AJ Capital Partners<br>Nashville Phase III Property Holder LLC |  |
| <b>POLICY NUMBER</b>   |  |   |  |
| <b>CARRIER</b>   |  | <b>NAIC CODE</b>  |  |
|  |  | <b>ISSUE DATE:</b> 03/25/2026   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

----- AJ CAPITAL LIABILITY REMARKS -----

Terrorism Coverage  
 Carrier: Munich Re Specialty- Underwritten by Certain Underwriters at Lloyd's & other Insurers.  
 AMB #: 047944  
 Policy #: 01MRTR0001531-00  
 Casualty Limit: \$50,000,000 any one occurrence \$25,000 deductible per occurrence

Umbrella/Excess Liability - Continued - \$10,000,000 X \$40,000,000  
 Carrier: Vantage Risk Specialty; A-, XII; NAIC #: 16275  
 Eff: 09/01/2025 - 09/01/2026  
 Policy #: P03XC0000089840

30 days notice of cancellation (10 days for nonpayment of premium) granted to certificate holder.


LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, NASHVILLE PHASE III PROPERTY HOLDER 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: 3/24/2020

  
\_\_\_\_\_  
(Owner of Property)  
20 W Wacker Dr, St 39  
\_\_\_\_\_  
(Address of Property)  
Chicago, IL 60606  
\_\_\_\_\_  
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 24 day of March, 2020

  
\_\_\_\_\_  
(NOTARY PUBLIC)



My Commission Expires: May 3, 2027

310 Madison St  
Madison, TN 37115

615.865.6062

www.jarvissigns.com

Customer:

File Location:  
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Sign Type:  
**ENTRY 1**

Drawn By: Project Manager:  
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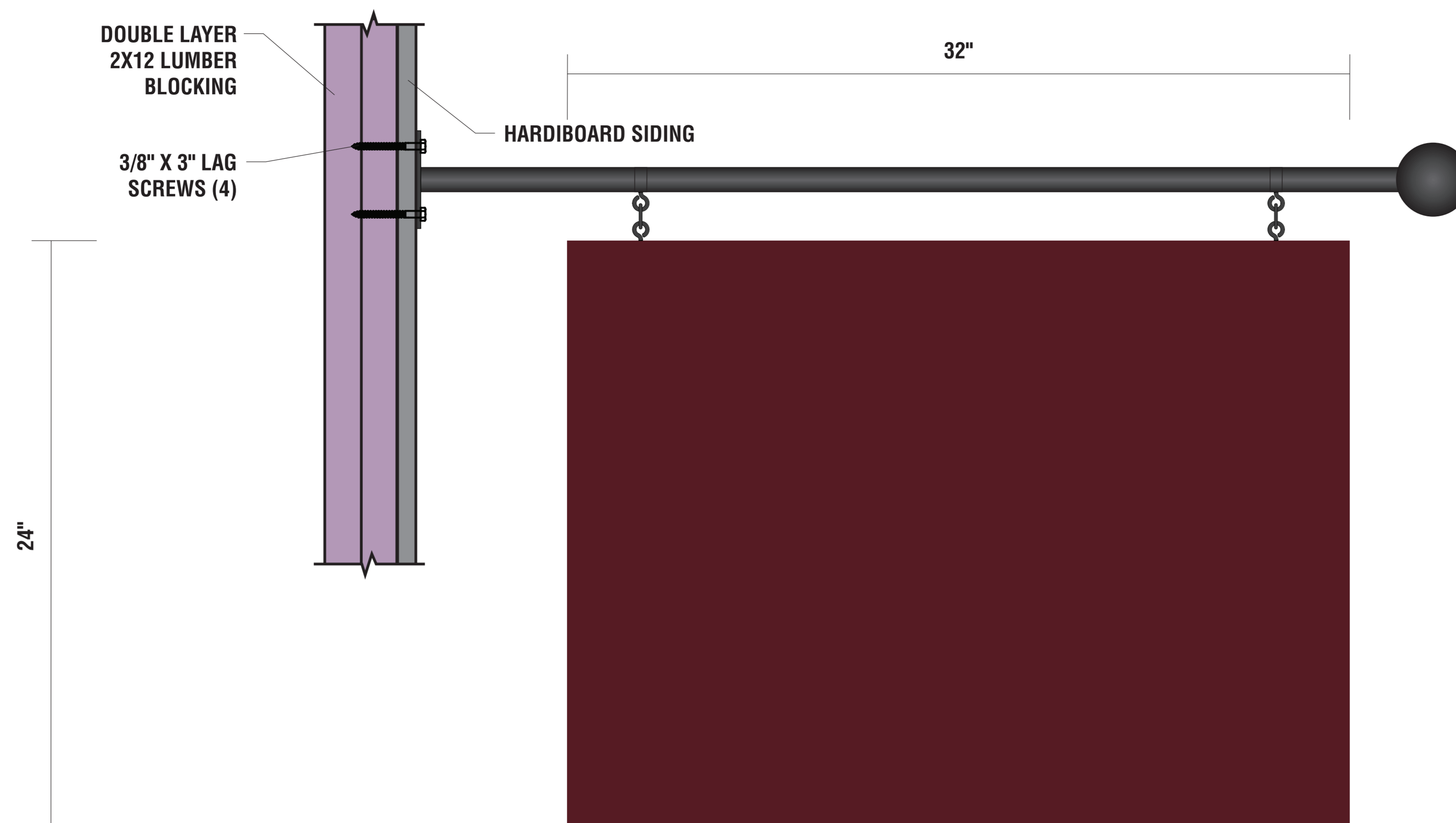
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**SG.1**

| Original Date: | Revision Date: | Rev # |
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| 01/19/26       |                |       |

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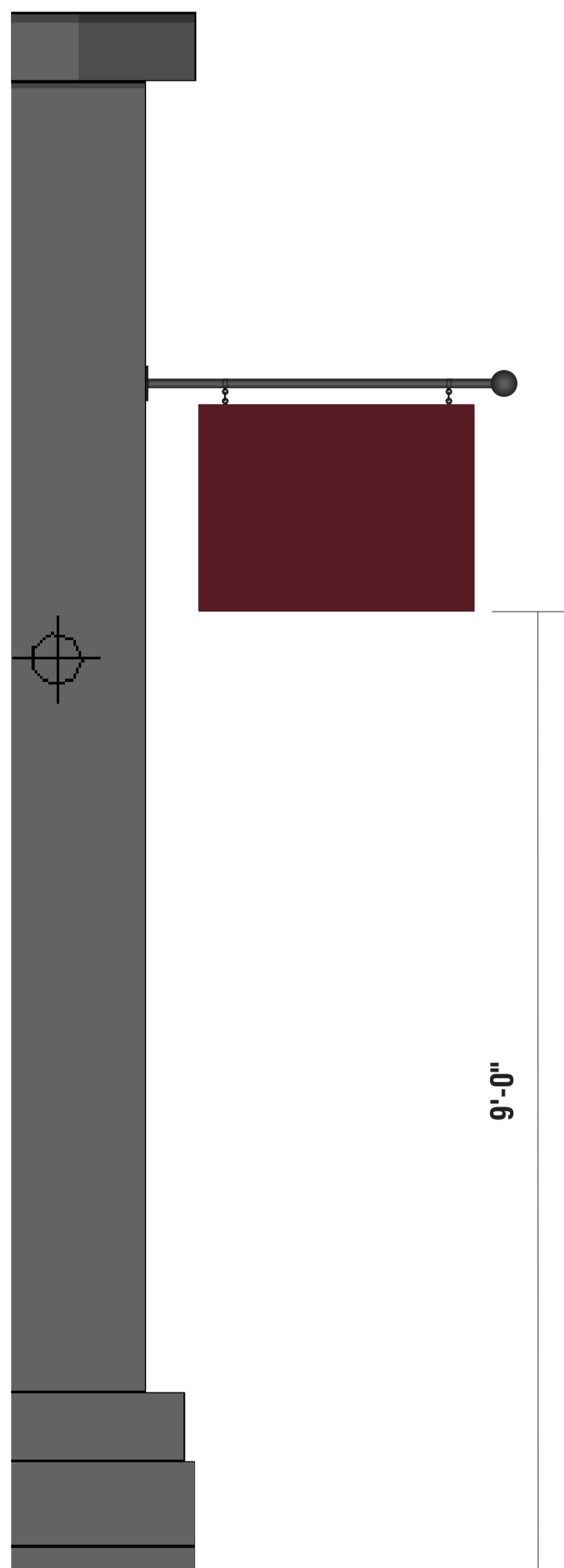
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**\*Colors will appear differently from one computer monitor to another. The colors in the customers/client/recipients approval drawings only to be used as reference. Please refer to actual color chip for accurate color reference.**

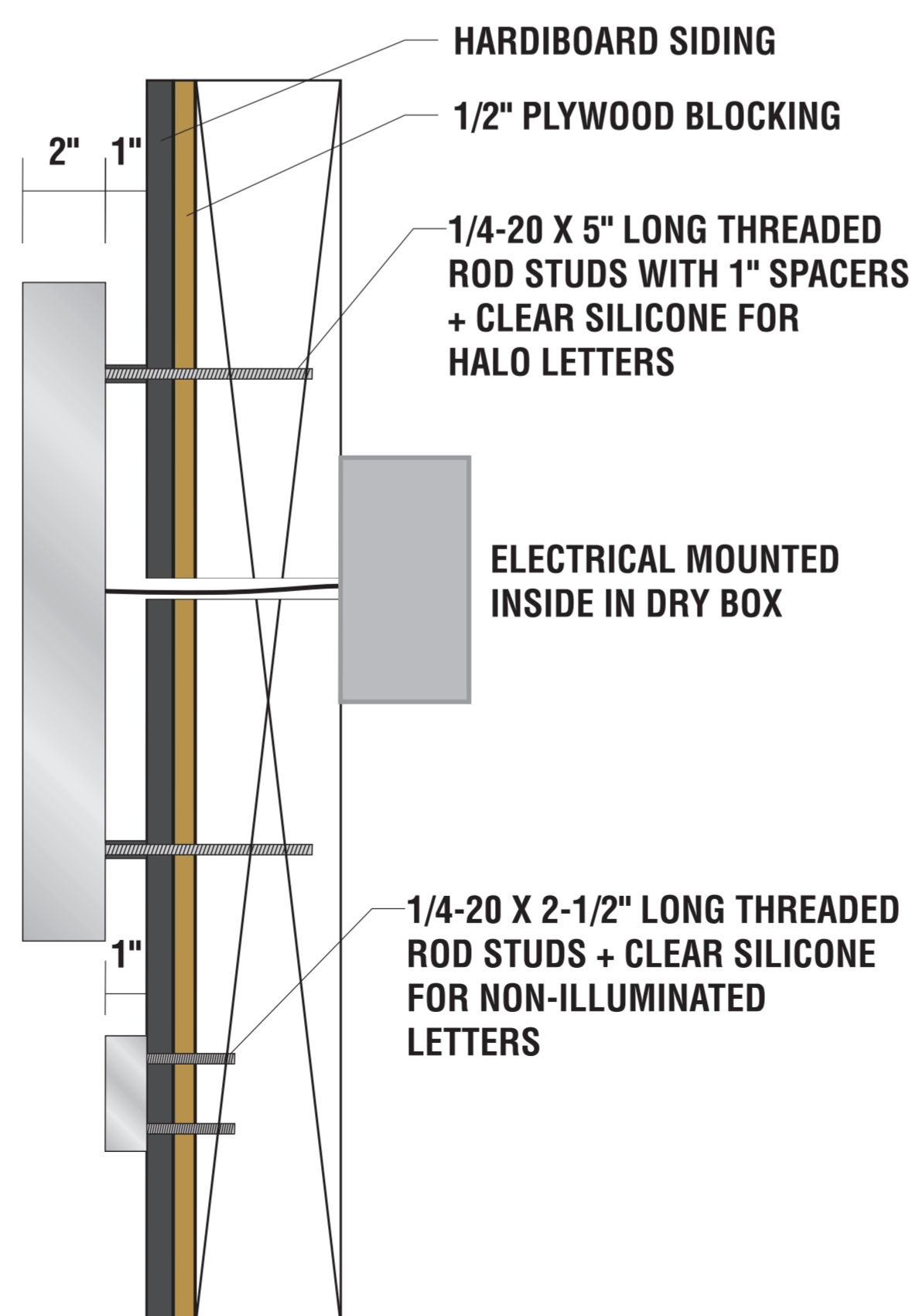


**3** FRONT VIEW - BLADE SIGN  
SCALE: 1-1/2" = 1'-0"

**1" DEEP BLADE SIGN. 1" ALUMINUM SQUARE TUBE FRAME WITH .080 FACES. 2 EYE BOLTS IN TOP WITH NUTS WELDED INSIDE TUBE FRAME. PAINT TO MATCH PMS4102C WITH WHITE VINYL. ALUMINUM MOUNTING BRACKET. ROUND TUBE WITH BALL FINIAL. BRACKET PAINTED BLACK.**



**2** COLUMN SIDE VIEW  
SCALE: 3/8" = 1'-0"



**2** SIDE VIEW  
SCALE: 1-1/2" = 1'-0"



BRUNELLO CUCINELLI

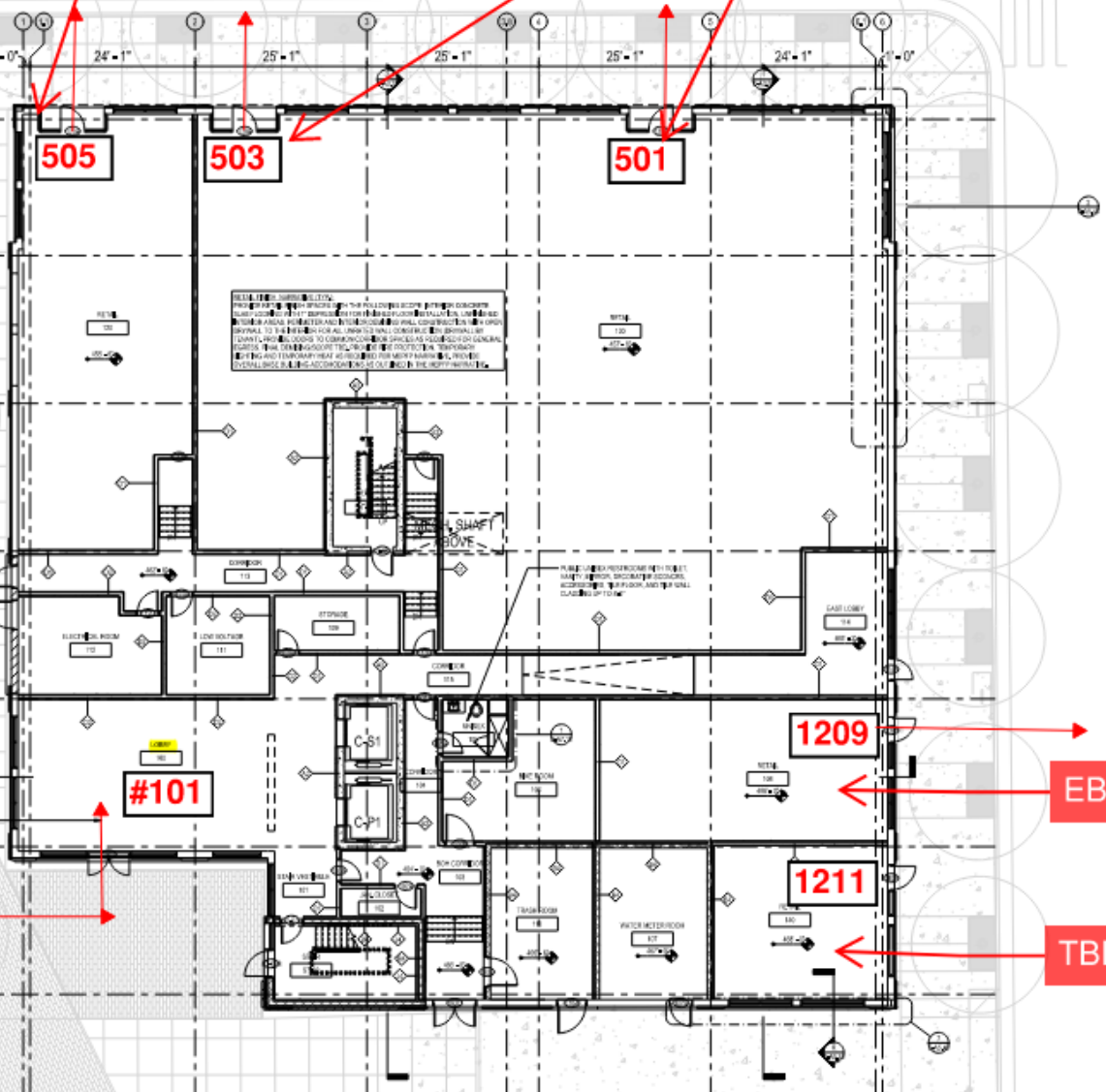
ZIMMERMANN

MALBON

Houston St (37203)

PREL  
ADDRESS  
BY: SARA  
NDOT  
615-88  
DATE: 12-2

507 HOUSTON ST  
BASE ADDRESS



Brown Street (37203)

EBERJEY

TBD

SEE GENERAL AND MECHANICAL NOTES FOR FULL LIST OF NOTES. SEE EXHIBIT LOBBY AREAS ALONG EAST SIDE OF THIS FLOOR. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.

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