

RESOLUTION NO. _____

A resolution authorizing The Aspenwood Company, LLC to construct, install, and maintain an aerial encroachment at 3808 Cleghorn Avenue. (Proposal No. 2026M-018EN-001).

WHEREAS, The Aspenwood Company, LLC plans to construct, install, and maintain three wall mounted flags, encroaching into the public right-of-way at 3808 Cleghorn Avenue; 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 The Aspenwood Company, 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 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, The Aspenwood Company, LLC is hereby granted the privilege to construct and maintain an aerial encroachment, as described in Proposal No. 2026M-018EN-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-018EN-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 The Aspenwood Company, LLC .

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2026M-018EN-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 The Aspenwood Company, 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, The Aspenwood Company, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

Section 5. The Aspenwood Company, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No.

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2026M-018EN-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. The Aspenwood Company, 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 The Aspenwood Company, 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. The Aspenwood Company, 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 The Aspenwood Company, 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:

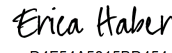
APPROVED AS TO INSURANCE:

Signed by:


68804BF12FD741C...
Insurance and Claims Manager

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:


D4F54A5813BD454...
Assistant Metropolitan Attorney

Proposal No. 2026M-018EN-001

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/23/2026				
<p>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.</p>						
<p>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).</p>						
<p>PRODUCER Alliant Insurance Services Houston, LLC 1330 Post Oak Blvd., Suite 300 Houston TX 77056</p>	<p>CONTACT NAME: Michelle Peguero PHONE (A/C, No, Ext): (972) 980-5863 FAX (A/C, No): E-MAIL ADDRESS: Michelle.Peguero@alliant.com</p>					
<p>INSURED The Aspenwood Company, LLC 6363 Woodway Dr Ste 870 Houston TX 77057-1757</p>	<p>License#: 0C36881 THEASPE-03</p> <p>INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: National Fire & Marine Ins. Co. NAIC # 20079</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p> <p>INSURER F:</p>					
<p>COVERAGES CERTIFICATE NUMBER: 1544679590 REVISION NUMBER:</p>						
<p>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.</p>						
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	NSC101412	7/25/2025	7/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ INCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		NSC101412	7/25/2025	7/25/2026	Each Claim \$1,000,000 Aggregate \$3,000,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Metropolitan Government of Nashville and Davidson County Merto Legal & Claims C/O Insurance and Safety Division are included as additional insured where required by written contract with respect to general liability.</p>						
CERTIFICATE HOLDER				CANCELLATION		
The Metropolitan Government of Nashville and Davidson County Merto 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 		

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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, THE ASPENWOOD COMPANY, 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: 5/1/2020

[Signature] ON BEHALF OF THE ASPENWOOD COMPANY, MANAGER OF THE CRESTMOOR AT GREEN HILLS
(Owner of Property)
3808 CLEBORN AVE
(Address of Property)
NASHVILLE, TN
(City and State)

~~STATE OF TENNESSEE~~ ^{TEXAS}
COUNTY OF ~~DAVIDSON~~ ^{HARRIS}

Sworn to and subscribed before

Me this 1 day of May, 2020

[Signature]
(NOTARY PUBLIC)



My Commission Expires: 5/5/29

Finch Creative

Kenneth Finch | 713.459.2120

Engineering Details – Flag Installation Encroachment

Project: Crestmoor Building

Location: 3808 Cleghorn Avenue, Nashville, TN

Prepared for: Nashville Department of Transportation (NDOT)

Scope of Work

Installation of three wall mounted flags on the building façade along Cleghorn Avenue. Each flag will be mounted on an angled pole projecting over the public sidewalk.

Item	Description
Number of Flags	Three (3)
Flag Size	3'-0" x 5'-0"
Flagpole Length	6'-0" aluminum pole
Mounting Angle	45 degrees from building façade
Horizontal Projection	Approximately 4'-3" from wall
Mounting Height	9'-0" above finished sidewalk
Spacing	Evenly spaced along façade at entry area
Location Reference	Architectural Sheet A4.13 – Entry Elevation

Anchoring and Installation

Wall mounted aluminum flag brackets will be anchored into structural backing within the masonry façade. All hardware will be rated for exterior use and installed in accordance with manufacturer specifications. Installation will be performed by a licensed contractor.

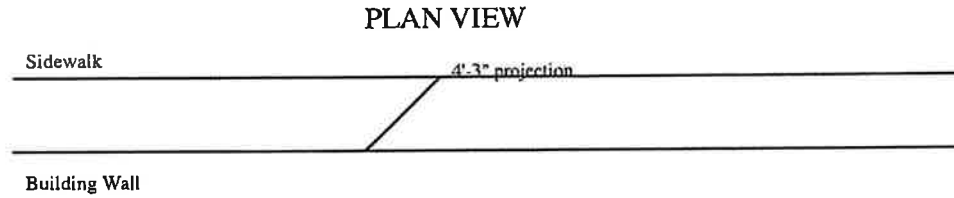
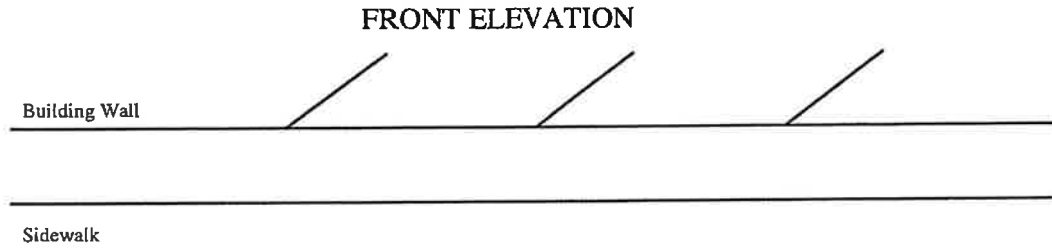
Clearance and Safety

All flags will maintain a minimum vertical clearance of 8'-0" above the public sidewalk to ensure pedestrian safety. Installation will not interfere with pedestrian or vehicular circulation.

Finch Creative

Kenneth Finch | 713.459.2120

Crestmoor Building – Flag Installation Encroachment Exhibit



Flag Size: 3' x 5'
Flagpole Length: 6' aluminum
Mounting Angle: 45 degrees
Clearance: Minimum 8' above sidewalk
Mounting: Wall bracket anchored to structure

Installation Notes

Three wall mounted flagpoles will be installed on the Crestmoor building façade. Each pole is 6 feet in length and mounted at a 45 degree angle using heavy duty aluminum wall brackets secured to the building structure. Flags measure 3 feet by 5 feet. Minimum pedestrian clearance above the public sidewalk will be maintained. Installation will be coordinated by Finch Creative with a local Nashville contractor.

Scale: Not to scale (diagrammatic)

