A resolution authorizing Grand Ole Opry, LLC to construct, install, and maintain an aerial encroachment at 116 Rep. John Lewis Way North (Proposal No. 2025M-009EN-001).

WHEREAS, Grand Ole Opry, LLC plans to construct, install, and maintain an LED illuminated blade sign, encroaching into the public right-of-way at 116 Rep. John Lewis Way North; 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 Grand Ole Opry, 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, Grand Ole Opry, LLC is hereby granted the privilege to construct and maintain an aerial encroachment as described in Proposal No. 2025M-009EN-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. 2025M-009EN-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 Grand Ole Opry, LLC.
- Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2025M-009EN-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 Grand Ole Opry, 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, Grand Ole Opry, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.
- Section 5. Grand Ole Opry, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No.

2025M-009EN-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. Grand Ole Opry, 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 Grand Ole Opry, 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. Grand Ole Opry, 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 Grand Ole Opry, 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:	INTRODUCED BY:
Signed by:	
Diana W. Alarcon/Rl	
Diana W. Alarcon, Director Nashville Department of Transportation and Multimodal Infrastructure	
APPROVED AS TO INSURANCE:	
DocuSigned by:	
Balogun Cobb	
Insurance and Claims Manager	
APPROVED AS TO FORM AND LEGALITY:	
DocuSigned by:	
Erica Haber	
Assistant Metropolitan Attorney	

Proposal No. 2025M-009EN-001

CERTIFICATE OF LIABILITY INSURANCE 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 Brown & Brown Insurance Services, Inc. DATE (MMODITIONAL (1984) 1889 1899 1899 1899 1899 1899 1899 189				
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PRODUCER Sephen Box NAME: Brown & Brown Insurance Services, Inc. Brown & Brown Entire (615) 385-2860 AUC, Not: (A15) 385-2860 AUC, Not: (A25) AUC, Not: (A26) AUC, Not: (A27) AUC, Not: (A27) AUC, Not: (A27) AUC, Not: (A28) AUC, Not:				
Brown & Brown Insurance Services, Inc. PHONE AIR. (615) 385-2860 FAX. (615) 385-8				
	60			
6 Cadillac Drive, Suits 200 E-MAIL ADDRESS: Stephen.Box@bbrown.com				
	NAIC#			
	88318			
INSURER 8 : Lexington Insurance Company	19437			
Grand Ole Opry, LLC INSURER C: AXIS Surplus Insurance Company	26820			
INSURER D :				
One Gaylor Drive INSURER E :				
Nashville TN 37214 INSURER F:				
COVERAGES CERTIFICATE NUMBER: 10/1/24-25 Master 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.				
IRBR TYPE OF INSURANCE INSD WVD POLICY NUMBER (MMDD/YYYY) (MMDD/YYYY) (MMDD/YYYY)				
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CLAIMS-MADE COCUR DAMAGE TO RENTED 8 1,000,000				
MED EXP (Any one person) \$ 5,000				
A Y 1000305471241 10/01/2024 10/01/2025 PERSONAL S ADV INJURY \$ 2,000,000				
GENERAL AGGREGATE LINIT APPLIES PER: GENERAL AGGREGATE \$ 4,000,000				
PRODUCTS - COMPJOP AGG \$ 4,000,000				
Occ / Agg \$ 2M / \$4M				
AUTOMOBILE LIABILITY (5a accident)				
MANYAUTO BODILY INJURY (Per person) \$				
A OWNED AUTOS ONLY AUTOS 1000007860 241 10/01/2024 10/01/2025 BCOILY INJURY (Per accident) 8				
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B EXCESS LIAB CLAMS-MADE 015375227 10/01/2024 10/01/2025 ADGREGATE § 3,000,000				

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

С

Second Layer Excess

RE: Ryman Auditorium seeking approval to add a new additional blade (projecting) sign on 4th Ave. Ryman Auditorium located at 116 5th Ave N, Nashville, TN 37219
The Metropolitan Government of Nashville & Davidson County Metro Legal & Claims of Insurance and Safety Division are included as additional when required by written contract.

P-001-001429477-01

CERTIFICATE HOLDER		CANCELLATION
The Metropolitan Government of Nashville & Davi	idson County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Metro Legal & Claims		AUTHORIZED REPRESENTATIVE
222 Third Ave N, Ste 501 Nashville	TN 37201	252
Hastivile	114 57201	45100

10/01/2024

10/01/2025

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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, Grando le Opy 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 25

(Owner of Property)

DEA RYMANI

AUDITORIU

CANTIONS DEWE

(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 5th day of Junt

Mulion

My Commission Expires: _

STATE
OF
TENNESSEE
NOTARY
PUBLIC
ON CONTROL
OSON CONTROL

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J.MORTON

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SURVEY REQUIRED

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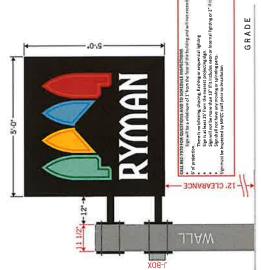
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CUSTOMER SIGNATURE
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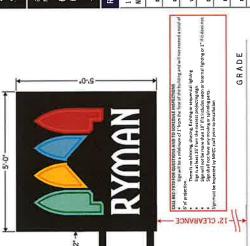


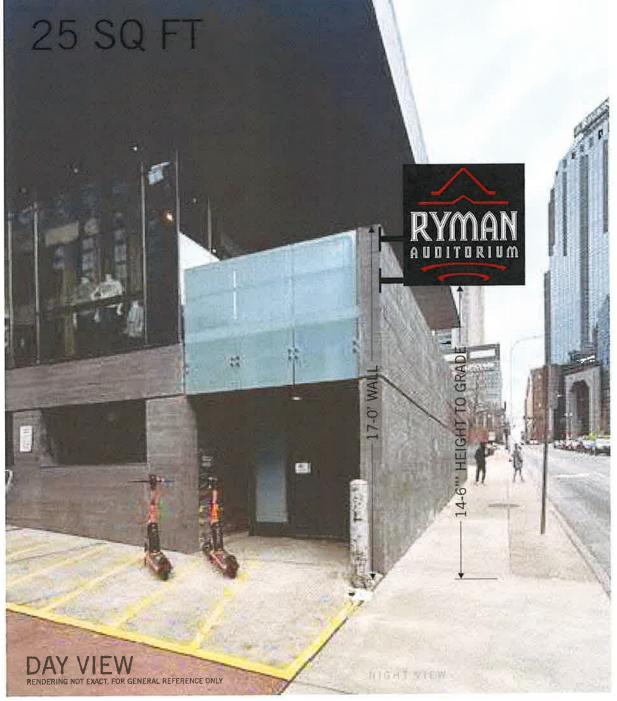
LED-ILLUM, BLADE SIGN W/ NEON SCALE: 1/2"=1'0"

-12" DEEP (TBV) LED-ILLUMINATED BLADE SIGN
-00UBLE-SIDED
-PAINTED STANDARD BLACK, SATIN FINISH
-ROUTED DOOP BACKED WI WHITE #3282 AGRYLIC
-PAINTED "STAINED GLASS" ICONS W, 3" RETURNS AROUND EACH
-INTERIOR OF RETURNS TO BE PAINTED TO MATCH "GLASS" COLORS,
EXTERIOR OF ALL RETURNS TO BE PAINTED STANDARD BLACK, SATIN
-EACH "STAINED GLASS" ICON TO HAVE ISMM (TBV) NEON

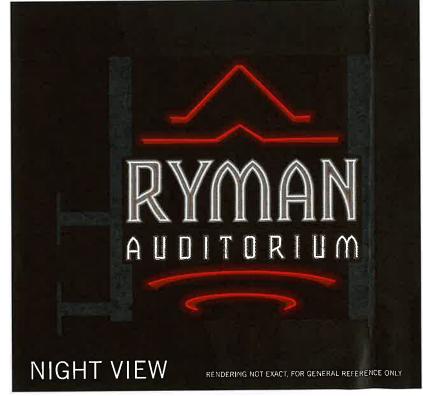
-3" SQUARE TUBE SUPPORT ARMS -PAINTED STANDARD BLACK (7)

SHEET 1 or











630 MURFREESBORO PIKE Nashville, TN 37210

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JOSLINSIGN.COM

RYMAN AUDITORIUM

116 5TH AVE N NASHVILLE, TN 37219

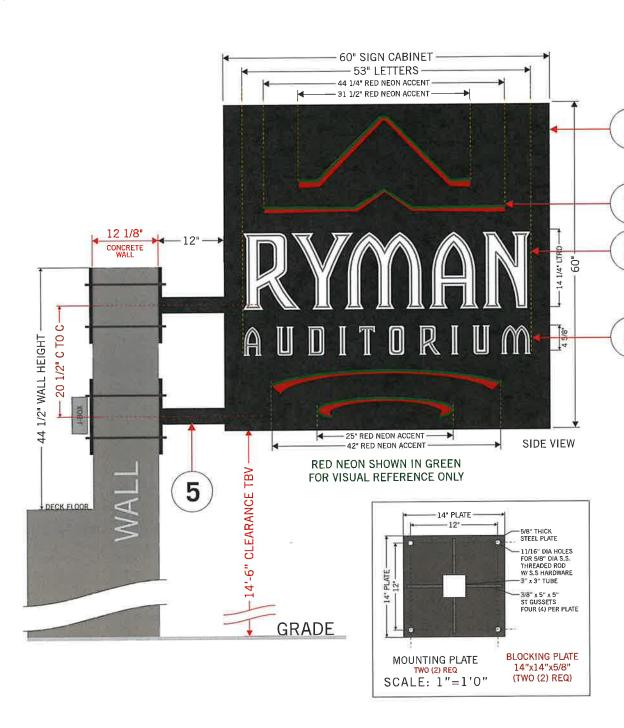
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630 MURFREESBORO PIKE NASHVILLE, TN 37210

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RYMAN AUDITORIUM

116 5TH AVE N NASHVILLE, TN 37219

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J.MORTON DESIGNER_

M.SHEA PROJ_MGR_

06.13.25

COLORS & FINISHES:

STANDARD BLACK, SATIN

STANDARD WHITE FLAT/MATTE

PMS 180 C PAINT MATTE FINISH

WHITE NEON

RED NEON

ONE (1)

D/F LED-ILLUM. BLADE SIGN W/ NEON SCALE: 3/4"=1'0"

- -12" DEEP (TBV) LED-ILLUMINATED BLADE SIGN -DOUBLE-SIDED PAINTED STANDARD BLACK, SATIN FINISH
- PAINTED RED ACCENTS TO MATCH DARK BRAND RED PMS 180 C AND FLAT/MATTE FINISH (COLOR TBV) WITH RED SKELETON NEON OVERLAY (EXACT NEON COLOR TBD)
- 2" DEEP WHITE OPEN FACE CHANNEL LETTERS "RYMAN" WITH DOUBLE STROKE WHITE NEON. PAINTED FLAT/MATTE FINISH. (EXACT NEON COLOR TBD)
- SKELETON WHITE NEON "AUDITORIUM" (NEON COLOR TBD) WITH PAINTED COPY FLAT/MATTE FINISH
- -3" SQUARE TUBE SUPPORT ARMS WITH THROUGH BOLT MOUNTING -PAINTED STANDARD BLACK

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