

RESOLUTION NO. _____

A resolution authorizing RLJ Art Nashville Lessee, LLC to construct and install aerial encroachments at 221 2nd Avenue North (Proposal No. 2025M-005EN-001).

WHEREAS, RLJ Art Nashville Lessee, LLC plans to construct, install and maintain three blade signs, encroaching into the public right-of-way at 221 2nd Avenue 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, RLJ Art Nashville Lessee, 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, RLJ Art Nashville Lessee, LLC is hereby granted the privilege to construct and maintain aerial encroachments, as described in Proposal No. 2025M-005EN-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 under Proposal No. 2025M-005EN-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 RLJ Art Nashville Lessee, LLC.

Section 3. That construction and maintenance of said aerial encroachments under Proposal No. 2025M-005EN-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 RLJ Art Nashville Lessee, 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, RLJ Art Nashville Lessee, LLC, its successors and assigns, shall remove said aerial encroachments at their own expense.

Section 5. RLJ Art Nashville Lessee, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2025M-005EN-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. RLJ Art Nashville Lessee, 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 RLJ Art Nashville Lessee, 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.

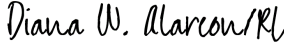
Section 7. RLJ Art Nashville Lessee, LLC shall and is hereby required to furnish the Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming the Metropolitan Government as an insured party, of at least two million (\$2,000,000) dollars aggregate, for 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 RLJ Art Nashville Lessee, 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:

Signed by:

AC74F1CC700F4DA...
Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

INTRODUCED BY:

APPROVED AS TO INSURANCE:

DocuSigned by:

68804BF42FD744C...
Insurance and Claims Manager

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

D4F54A5813BD454...
Assistant Metropolitan Attorney

Proposal No. 2025M-005EN-001



TANAS-1

OP ID: LM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/2025

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 Petra Risk Solutions www.PetraRiskSolutions.com 770 The City Drive S, Ste 1500 Orange, CA 92868 Douglas K. Douthitt		CONTACT NAME: Julie Silvis PHONE (A/C, No, Ext): 800-466-8951 FAX (A/C, No): 800-494-6829 E-MAIL: JulieS@PetraRiskSolutions.com ADDRESS:															
INSURED RLJ Lodging Trust LP RLJ ART Nashville Lessee, LLC The Bankers Alley Hotel Nashville Tapestry Collection by Hilton 221 2nd Ave N. Nashville, TN 37201		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Everest National Insurance Co.</td> <td>10120</td> </tr> <tr> <td>INSURER B: Allied World Assurance</td> <td>19489</td> </tr> <tr> <td>INSURER C: HDI Specialty Insurance Co.</td> <td>16131</td> </tr> <tr> <td>INSURER D: Steadfast Insurance</td> <td>26387</td> </tr> <tr> <td>INSURER E: Westchester Surplus Lines Ins</td> <td>10172</td> </tr> <tr> <td>INSURER F: Great American Ins. Co.</td> <td>10717</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest National Insurance Co.	10120	INSURER B: Allied World Assurance	19489	INSURER C: HDI Specialty Insurance Co.	16131	INSURER D: Steadfast Insurance	26387	INSURER E: Westchester Surplus Lines Ins	10172	INSURER F: Great American Ins. Co.	10717
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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 1-29	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Terrorism Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	RM1GL00012-251	01/30/2025	01/30/2026	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Emp Ben... \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		RM1CA00004-251	01/30/2025	01/30/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10000		SEE NOTE PAD	01/30/2025	01/30/2026	EACH OCCURRENCE \$ 100,000,000 AGGREGATE \$ 100,000,000 \$ Follow Form
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Metropolitan Government of Nashville are named as additional insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. See notepad on page 3						

CERTIFICATE HOLDER	CANCELLATION
METRO17 The Metropolitan Government of Nashville and Davidson County 750 S. 5th Street 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)

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{N0690950.1}

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS

RLJ Lodging Trust LP INTO THE PUBLIC RIGHT OF WAY

RLJ ART Nashville Lessee, LLC

The Bankers Alley Hotel Nashville


I/We, Tapestry Collection by Hilton, 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: 4/28/25


(Owner of Property)

221 2nd Avenue North

(Address of Property)

Nashville, TN 37201

(City and State)

STATE OF ~~TENNESSEE~~ Maryland

COUNTY OF ~~DAVIDSON~~ Montgomery

Sworn to and subscribed before

Me this 28th day of April, 2025


(NOTARY PUBLIC)

My Commission Expires: 3/8/26





THE [UNTITLED] HOTEL
221 2ND AVE
NASHVILLE, TN 37201

PROPOSED SIGNS:

- 1 12" 221 PIN-MOUNTED LETTERS
- 2 6 5/8" THE [UNTITLED] BRACKET-MOUNTED LETTERS
- 3 6 5/8" HOTEL CHANNEL LETTERS
- 4 7' X 1'-6" HOTEL BLADE SIGN
- 5 9" X 1'-1" PLAQUE
- 6 7' X 1'-6" RESTAURANT BLADE SIGN
- 7 7' X 1'-6" RESTAURANT BLADE SIGN
- 8 4' X 4' RESTAURANT PROJECTION SIGN

persóna
SIGNS | LIGHTING | IMAGE

Persóna Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 - www.personaesigns.com

Customer:
THE UNTITLED HOTEL
Location:
NASHVILLE, TN
File Name:
475986 - R13 - THE UNTITLED HOTEL - NASHVILLE, TN

Project No.:
475986
Prepared By:
TJ
Date:
2/21/25
Revision:
13

Request No.:
71894

This sign is intended to be installed in accordance with the requirements of the applicable local, state, and federal codes. This includes proper grounding and bonding of the sign.
This is an original document created by Persóna Signs, LLC. It is provided electronically and is not a physical document. It is not to be reproduced, distributed, or otherwise used without written permission from Persóna Signs, LLC.

Customer Approval (Please Initial):

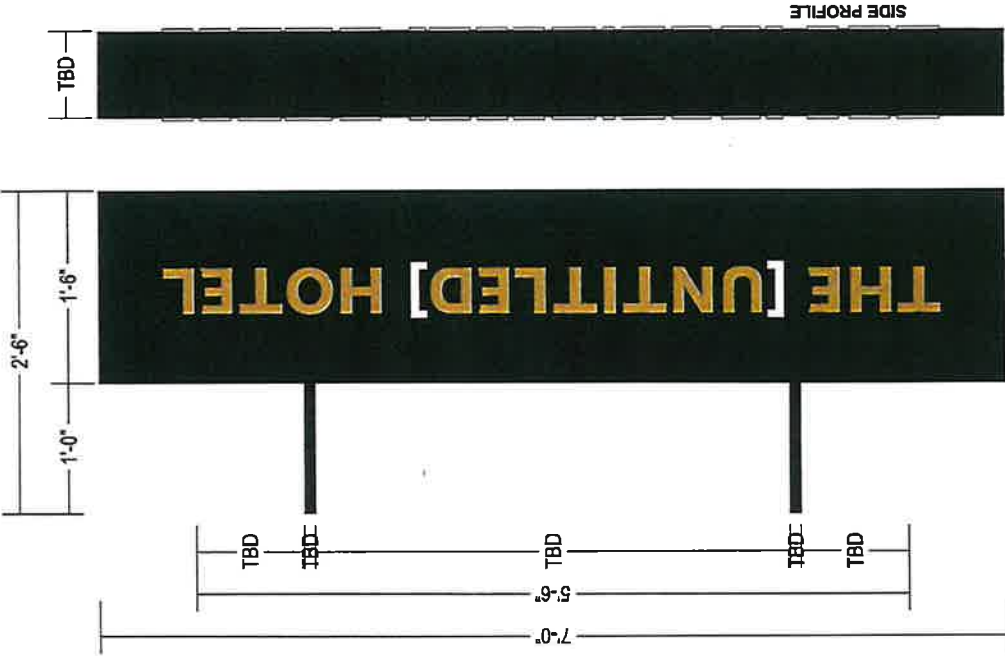
Approval Date:



EXISTING
12' FROM TOP OF WHITE TO TOP OF WALL SIGN



PROPOSED



GRAPHIC DETAIL
SCALE: 3/4\"/>

PHOTO MAY NOT BE TO SCALE
TECHNICAL SURVEY REQUIRED PRIOR TO
PRODUCTION TO CONFIRM MEASUREMENTS
*NOTE: ARTWORK & FONT TO BE APPROVED BEFORE PRODUCTION

CUSTOMER TO PROVIDE PRIMARY POWER TO SIGN BAND AREA

SIGN | LIGHTING | IMAGE

Persona Signs, LLC

700 21st Street Southwest

PO Box 210

Watertown, SD 57201-0210

1.800.843.9888 • www.personasigns.com

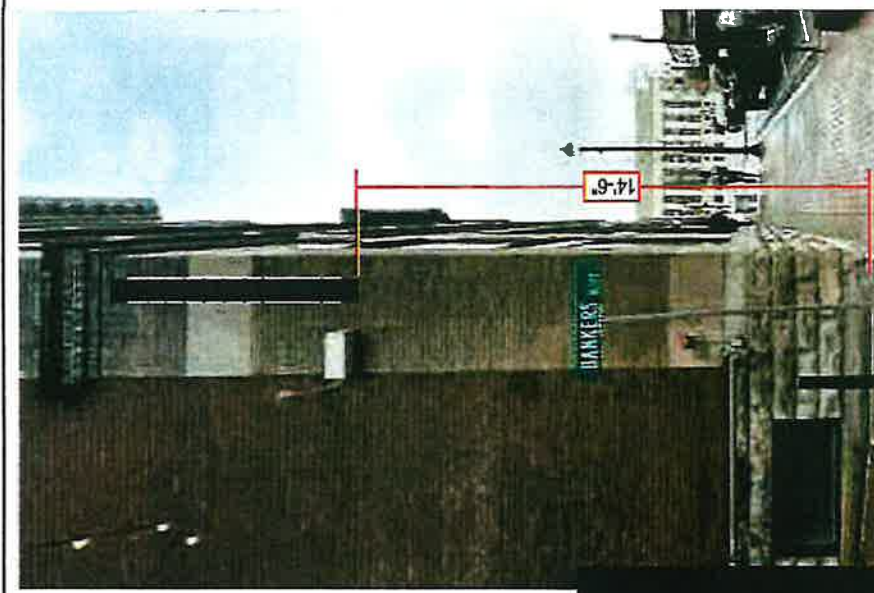
Customer:	THE UNTITLED HOTEL
Location:	NASHVILLE, TN
File Name:	475986 - R13 - THE UNTITLED HOTEL - NASHVILLE, TN

Request No.:	475986
Prepared By:	VGP/GAL/CTM
Revision:	PG02VGP
Date:	03/10/25

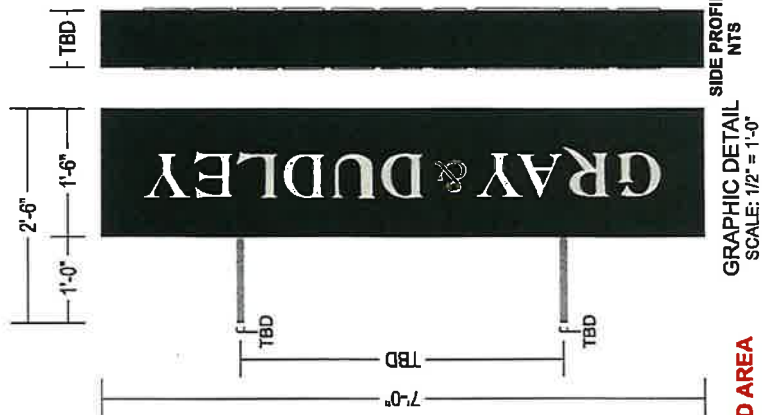
This sign is intended to be installed in accordance with the specifications of Article 101 of the National Electric Code and other applicable local codes. This includes proper grounding and bonding of the sign.

This is a technical drawing created by Persona Signs, LLC. It is not intended to be used for construction or installation. The drawing is for informational purposes only. The customer is responsible for obtaining all necessary permits and approvals. The drawing is not to be used for any other purpose without the written permission of Persona Signs, LLC.

Customer Approval (Please Initial):
Approval Date:



PROPOSED



GRAPHIC DETAIL
SCALE: 1/2" = 1'-0"
NTS

Customer:	THE UNTITLED HOTEL	Project No.:	475986
Location:	NASHVILLE, TN	Prepared By:	ALUMC/ACT/MTM
File Name:	475986 - R13 - THE UNTITLED HOTEL - NASHVILLE, TN	Date:	03/04/25

Project No.: 475986	Request No.: 71894
Prepared By: AL/C/M/CT/M/AL/P/G/Q/P/Q	Revision: 13
Date: 03/04/25	

This sign is to be provided in accordance with the requirements of Article 805 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Customer Approval (Please Initial):

Approval Date:

PHOTO MAY NOT BE TO SCALE

TECHNICAL SURVEY REQUIRED PRIOR TO PRODUCTION TO CONFIRM MEASUREMENTS

*NOTE: ARTWORK & FONT TO BE APPROVED BEFORE PRODUCTION

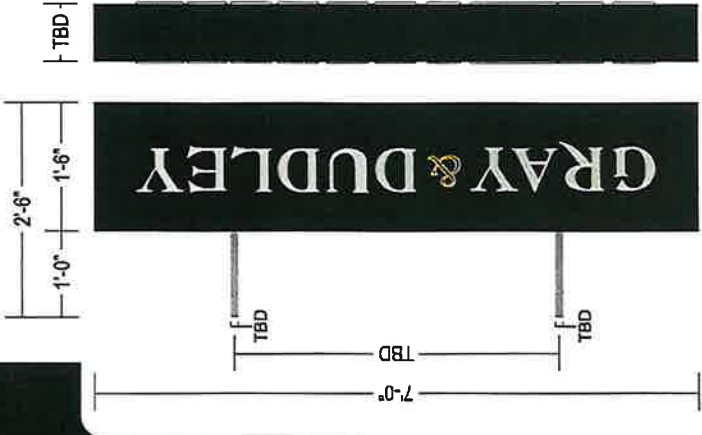
Customer Approval (Please Initia):



EXISTING:
6'-11" X 1'-8" BANNER
80" FROM GRADE



PROPOSED



GRAPHIC DETAIL
SCALE: 1/2" = 1'-0"



GRAPHIC DETAIL
SCALE: 1/2" = 1'-0"



GRAPHIC DETAIL
SCALE: 1/2" = 1'-0"

CUSTOMER TO PROVIDE PRIMARY POWER TO SIGN BAND AREA

*NOTE: ARTWORK & FONT TO BE APPROVED BEFORE PRODUCTION

PHOTO MAY NOT BE TO SCALE
TECHNICAL SURVEY REQUIRED PRIOR TO
PRODUCTION TO CONFIRM MEASUREMENTS

Customer: THE UNTITLED HOTEL		Project No.: 475986	Revision No.: 71894	Customer Approval (Please Initial):	
Location: NASHVILLE, TN		Prepared By: ALICMCTMIAL/PGQP	Revision: 13	Approval Date:	
File Name: 475986 - R13 - THE UNTITLED HOTEL - NASHVILLE, TN		<small>This sign is intended to be installed in accordance with the requirements of the International Building Code and other applicable local codes. This document is for informational purposes only and does not constitute a contract. The sign is the property of Persona Signs, LLC and shall remain the property of Persona Signs, LLC. This is a copyrighted document created by Persona Signs, LLC and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system without prior written permission from Persona Signs, LLC.</small>			