

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

A resolution authorizing 1101 Grundy Property Owner, LLC to construct, install, and maintain an aerial encroachment at 0 Porter Street and 1100B Porter Street. (Proposal No. 2026M-009EN-001).

WHEREAS, 1101 Grundy Property Owner, LLC plans to construct, install, and maintain an overhanging canopy, encroaching into the public right-of-way at 0 Porter Street and 1100B Porter 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, 1101 Grundy Property Owner, 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, 1101 Grundy Property Owner, LLC is hereby granted the privilege to construct, install, and maintain an aerial encroachment, as described in Proposal No. 2026M-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. 2026M-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 1101 Grundy Property Owner, LLC.

Section 3. That construction and maintenance of said aerial encroachment under Proposal No. 2026M-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 1101 Grundy Property Owner, 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, 1101 Grundy Property Owner, LLC, its successors and assigns, shall remove said aerial encroachment at their own expense.

{N0773706.1}

Section 5. 1101 Grundy Property Owner, LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment under Proposal No. 2026M-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. 1101 Grundy Property Owner, 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 1101 Grundy Property Owner, 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. 1101 Grundy Property Owner, 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 1101 Grundy Property Owner, 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:  
*Phillip Jones*

AD2852A55F9C45F...  
Phillip Jones, Interim Director  
Nashville Department of Transportation  
and Multimodal Infrastructure

INTRODUCED BY:

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

APPROVED AS TO INSURANCE:

Signed by:  
*Balogun Cobb*

888045F12FD741C...  
Insurance and Claims Manager

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

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:  
*Erica Haber*

D4F54A5845BD454...  
Assistant Metropolitan Attorney

## Proposal No. 2026M-009EN-001



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/24/2028 3/5/2026

**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).**

| <b>PRODUCER</b> Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>1185 Avenue of the Americas, Ste. 2010<br>New York NY 10036<br>(646) 572-7300 | <b>CONTACT NAME:</b> Tidal Cert Requests<br><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> Tidalcertrequests@lockton.com<br><table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Crum &amp; Forster Specialty Insurance Co</td> <td style="text-align: center;">44520</td> </tr> <tr> <td>INSURER B : --- SEE ATTACHMENT ---</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Crum & Forster Specialty Insurance Co | 44520 | INSURER B : --- SEE ATTACHMENT --- |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
|--|--|-------------------------------|--------|---|-------|------------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| INSURER A : Crum & Forster Specialty Insurance Co  | 44520  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| INSURER B : --- SEE ATTACHMENT ---   |  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| INSURER C :  |  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| INSURER D :  |  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| INSURER E :  |  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| INSURER F :  |  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |
| <b>INSURED</b><br>1569289 1101 Grundy Property Owner LLC<br>520 West 27th Street<br>New York, NY 10001   |  |                               |        |   |       |                                    |  |             |  |             |  |             |  |             |  |

**COVERAGES** **CERTIFICATE NUMBER: 22724400** **REVISION NUMBER: XXXXXXXX**

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  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Ded: \$15,000<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GLO-226613    | 11/24/2025              | 11/24/2028              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b> NOT APPLICABLE<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$  |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> EXCESS LIAB<br>DED: _____ RETENTION \$ _____  | Y         | Y        | SEO-149709    | 11/24/2025              | 11/24/2028              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N      | N/A           |                         |                         | NOT APPLICABLE<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX                                      |
| B        | See Attached   | N         | N        | See Attached  | 11/24/2025              | 11/24/2028              | See Attached   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Owners Interest Coverage. TRIA coverage is included. Project Name: Nashville Edition Hotel. Project Address: 1101 Grundy St, Nashville, Tennessee, 37203. Project Description: 28 Story Marriott Hotel. Top 15 floors will be 82 luxury condo units ranging from 1 to 4 bedrooms. Lower level will be a hotel featuring 261 guestrooms and array of food and beverage venues.; Contractor: Brasfield and Gorrie, LLC  
 The holder is included as AI and as per written contract or agreement. Waiver of subrogation is included in favor of the lender as required per written contract. 30 days notice of cancellation applies for this policy. Metro Government is include as an additional insured as required per written contract.  
 Additional Named Insured (Mezz borrower): 1101 Grundy Mezz LLC (Delaware).

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br><b>22724400</b><br>Metro Government of Nashville and Davidson County<br>Attn: Meri Howard<br>750 South Fifth Street<br>Nashville, TN 37206 | <b>CANCELLATION</b> See Attachment<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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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, 1101 Grundy Property Owner, 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

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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: 2/10/26

1101 Grundy Property Owner, LLC

By: [Signature]  
Name: Witek Walsdorf  
Title: Manager  
0 Porter Street and 1100 B Porter Street  
(Address of Property)  
Nashville, TN  
(City and State)

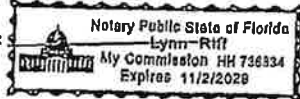
~~FLORIDA~~  
~~STATE OF TENNESSEE~~  
~~PALM BEACH~~  
~~COUNTY OF DADE~~  
~~(DADE)~~

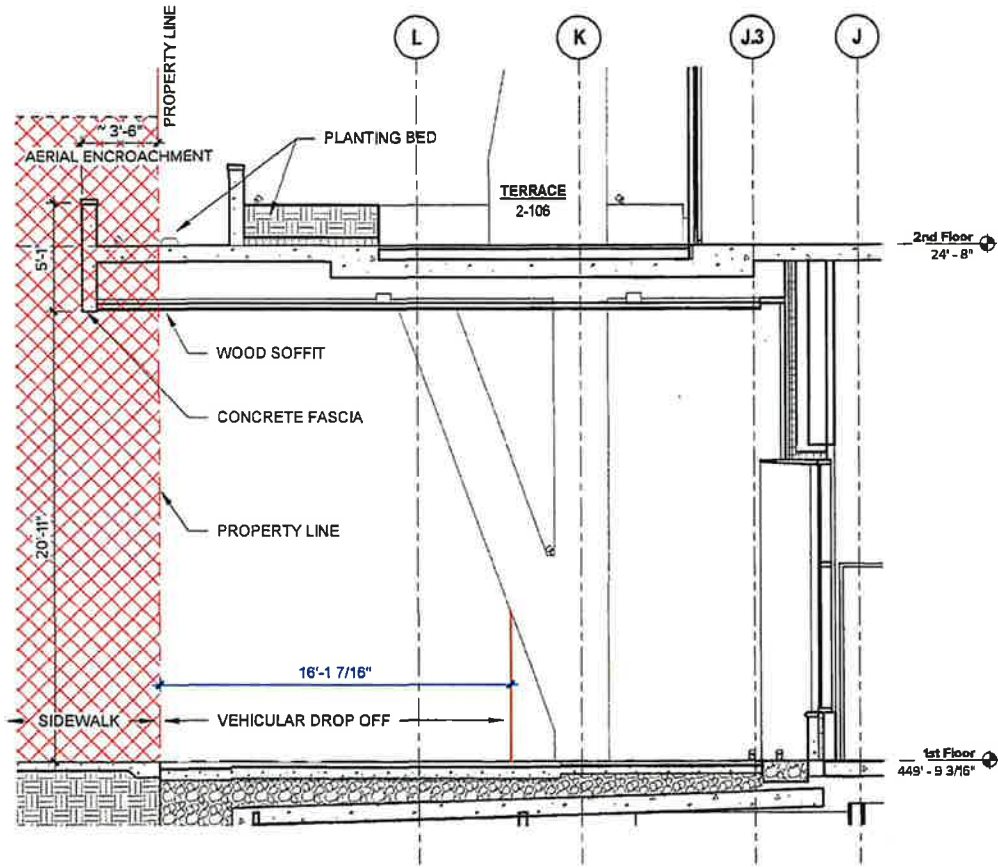
Sworn to and subscribed before

Me this 10 day of February, 2026

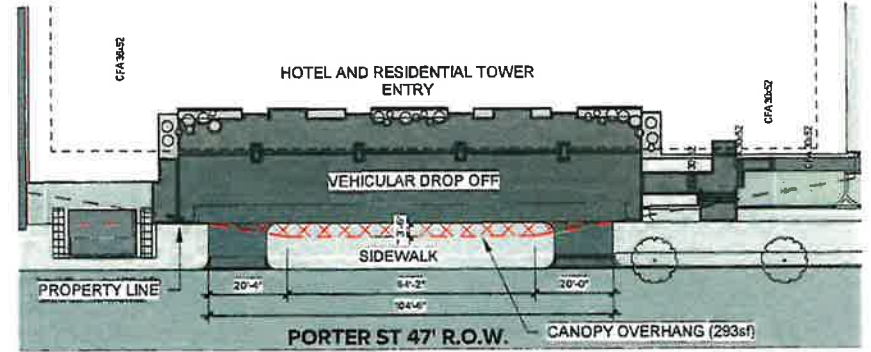
[Signature]  
(NOTARY PUBLIC)

My Commission Expires:





**NORTH SOUTH SECTION AT PORTER STREET DROP OFF**



**PLAN OF AERIAL ENCROACHMENT**

AERIAL ENCROACHMENT FOR CANOPY OF VEHICULAR DROP OFF TO OVERHANG SIDEWALK BY 3'-6" ALONG THE PORTER STREET FACADE TO ALLOW SHELTER FROM WEATHER FOR GUESTS AND RESIDENTS AT PORTER STREET HOTEL AND RESIDENTIAL ENTRANCES. CANOPY INCLUDES BUILDING SIGNAGE AND PLANTING BED FOR BOTH AESTHETIC APPEAL AND FUNCTIONAL REUSE OF RAINWATER.



## Certificate Of Completion

|  |  |
|--|--|
| Envelope Id: 0A9D56AD-C821-8707-8094-F86BF5AEFBB2  | Status: Completed  |
| Subject: Complete with Docusign: D-26-14181-Resolution Approving Encroachment-1101 Grundy Property Owner LLC |  |
| Source Envelope:   |  |
| Document Pages: 7  | Signatures: 3  |
| Certificate Pages: 5   | Initials: 0  |
| AutoNav: Enabled   | Envelope Originator:<br>Erica Haber<br>erica.haber@nashville.gov |
| Envelopeld Stamping: Enabled   | IP Address: 170.190.198.144                                      |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)  |  |

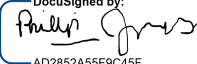
## Record Tracking

|   |  |                    |
|---|--|--------------------|
| Status: Original<br>6/18/2026 12:08:51 PM | Holder: Erica Haber<br>erica.haber@nashville.gov | Location: DocuSign |
| Security Appliance Status: Connected      | Pool: StateLocal                                 |                    |

## Signer Events

Phillip Jones  
phillip.jones@nashville.gov  
Interim Director  
Security Level: Email, Account Authentication (None)

## Signature


DocuSigned by:  
  
AD2852A55F9C45F...  
Signature Adoption: Drawn on Device  
Using IP Address:  
2600:1004:b15e:72a6:60e6:2eb1:6655:8bd1  
Signed using mobile

## Timestamp

Sent: 6/18/2026 12:16:24 PM  
Viewed: 6/18/2026 12:30:26 PM  
Signed: 6/18/2026 12:30:31 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/18/2026 12:30:26 PM  
ID: 1166a443-0c93-4c88-9d13-ba4e46aba2e9


Balogun Cobb  
balogun.cobb@nashville.gov  
Insurance Division Manager  
Security Level: Email, Account Authentication (None)

Signed by:  
  
68804BF12FD741C...  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

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Signed: 6/18/2026 2:08:30 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/14/2023 12:36:52 PM  
ID: 0edd0fe9-70b8-4a09-a9e2-717cc6c09413

Erica Haber  
erica.haber@nashville.gov  
Attorney  
Metro Legal  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
D4F54A5815BD454...  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.144

Sent: 6/18/2026 2:08:32 PM  
Viewed: 6/22/2026 10:24:09 AM  
Signed: 6/22/2026 10:24:29 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |

| Carbon Copy Events   | Status           | Timestamp                   |
|--|------------------|-----------------------------|
| <p>Sally Palmer<br/>sally.palmer@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                       | <b>COPIED</b>    | Sent: 6/22/2026 10:24:31 AM |
| <p>Chelsea Arvin<br/>Chelsea.Arvin@nashville.gov<br/>Technical Specialist 2<br/>NDOT<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | <b>COPIED</b>    | Sent: 6/22/2026 10:24:31 AM |
| <p>Casey Hopkins<br/>casey.hopkins@nashville.gov<br/>Finance<br/>Public Works<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>        | <b>COPIED</b>    | Sent: 6/22/2026 10:24:32 AM |
| Witness Events   | Signature        | Timestamp                   |
| Notary Events  | Signature        | Timestamp                   |
| Envelope Summary Events  | Status           | Timestamps                  |
| Envelope Sent  | Hashed/Encrypted | 6/18/2026 12:16:24 PM       |
| Certified Delivered  | Security Checked | 6/22/2026 10:24:09 AM       |
| Signing Complete   | Security Checked | 6/22/2026 10:24:29 AM       |
| Completed  | Security Checked | 6/22/2026 10:24:32 AM       |
| Payment Events   | Status           | Timestamps                  |
| Electronic Record and Signature Disclosure   |                  |                             |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Nashville Legal (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Nashville Legal:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [lisa.stafford@nashville.gov](mailto:lisa.stafford@nashville.gov)

### **To advise Nashville Legal of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [lisa.stafford@nashville.gov](mailto:lisa.stafford@nashville.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Nashville Legal**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [lisa.stafford@nashville.gov](mailto:lisa.stafford@nashville.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Nashville Legal**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [lisa.stafford@nashville.gov](mailto:lisa.stafford@nashville.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Nashville Legal as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nashville Legal during the course of your relationship with Nashville Legal.