

**ARTIST LOFTS OFFSITE PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by and between **Artist Lofts, LP**, hereinafter known as "**DEVELOPER**", and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Water and Sewerage Services, hereinafter known as "**METRO**".

**WHEREAS**, both **DEVELOPER** and **METRO** desire to provide improved public sanitary sewer service for both its proposed development as well as the existing properties in this area; and

**WHEREAS**, **DEVELOPER** has been approved to serve its development ARTIST LOFTS OFFSITE; known as Project No. 25SL0060, and

**WHEREAS**, the provision of such sanitary sewer service will directly benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

NOW, THEREFORE, DEVELOPER AND METRO AGREE AS FOLLOWS:

**I. SCOPE OF WORK:**

A project consisting of the construction of approximately 678 linear feet of 15-inch sanitary sewer main (PVC), approximately 1,815 linear feet of 15-inch sanitary sewer main (DIP) and 9 sanitary sewer manholes.

**II. PAYMENT TERMS AND CONDITIONS:**

- A. **DEVELOPER** will contract and oversee construction of this project, and **DEVELOPER'S** design shall meet all **METRO** specifications and requirements including telemetry and any required repeater sites.
- B. **METRO** will inspect the construction and will be responsible for ongoing operation and maintenance.
- C. **METRO's** level of participation is based on a determination by **METRO** utilizing a benefit/cost analysis to the project area's existing customer base and overall systemic operational needs. For this specific project, **METRO's** level of participation will be the lesser of 50% of the actual project costs not to exceed \$1,500,000.00 as a contribution towards these improvements. This amount is based on the secured competitive bid prices of three licensed contractors. The awarded bid amount and unit prices are within range of recently bid public projects of similar scope and size.
- D. This agreement is subject to the approval through Resolution (one reading) of The Metropolitan Council of Nashville and Davidson County and will be null and void if the improvements are not operational by January 31, 2027.
- E. This project must be constructed or obligated for this Funding Agreement to become binding on either party.

**III. FUTURE AMENDMENTS:**

Any future amendments to this agreement shall be approved by resolution of the Metropolitan Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

*Director of Metropolitan Department of Water and Sewerage Services*

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

Jennene Reed/mjw

62377A2A8742469...

*Director of Finance*

APPROVED AS TO FORM AND LEGALITY:

Signed by:

Hannah Zeitlin

B7D637A5DCA5413...

*Metropolitan Attorney*

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

*Metropolitan Mayor*

ACCEPTED BY:

*Nathan Herber*  
*Developer*

Sworn to and subscribed to before me, a Notary Public,

28 day of August 2025

by Nathan Herber of

Developer and duly authorized to execute this instrument  
on Developer's behalf.

*Danielle Badgett*  
*Notary Public*

My Commission Expires: October 24, 2028

ATTEST:

*Metropolitan Clerk*

Date: \_\_\_\_\_

