

PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into by and between Sojourn Nolensville Apartments, LP, hereinafter known as “**the Developer**”, and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Planning, hereinafter known as “**METRO**”.

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

**WHEREAS**, **the Developer** has received funding that requires the income restriction of units in the property; the location exists within a one of the city’s most dangerous streets for users of all modes; this improvement is well-aligned with NDOT’s goals for the corridor;

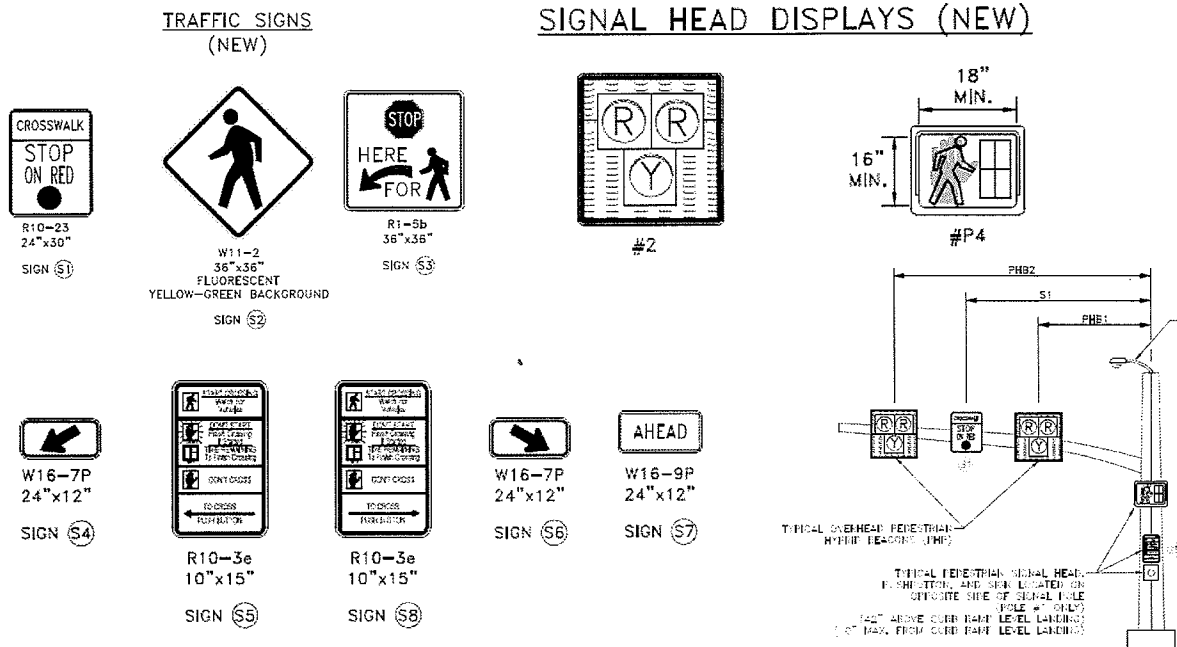
**WHEREAS**, the provision of such infrastructure will directly benefit both parties and the general community if Nashville and Davidson County, Tennessee; and

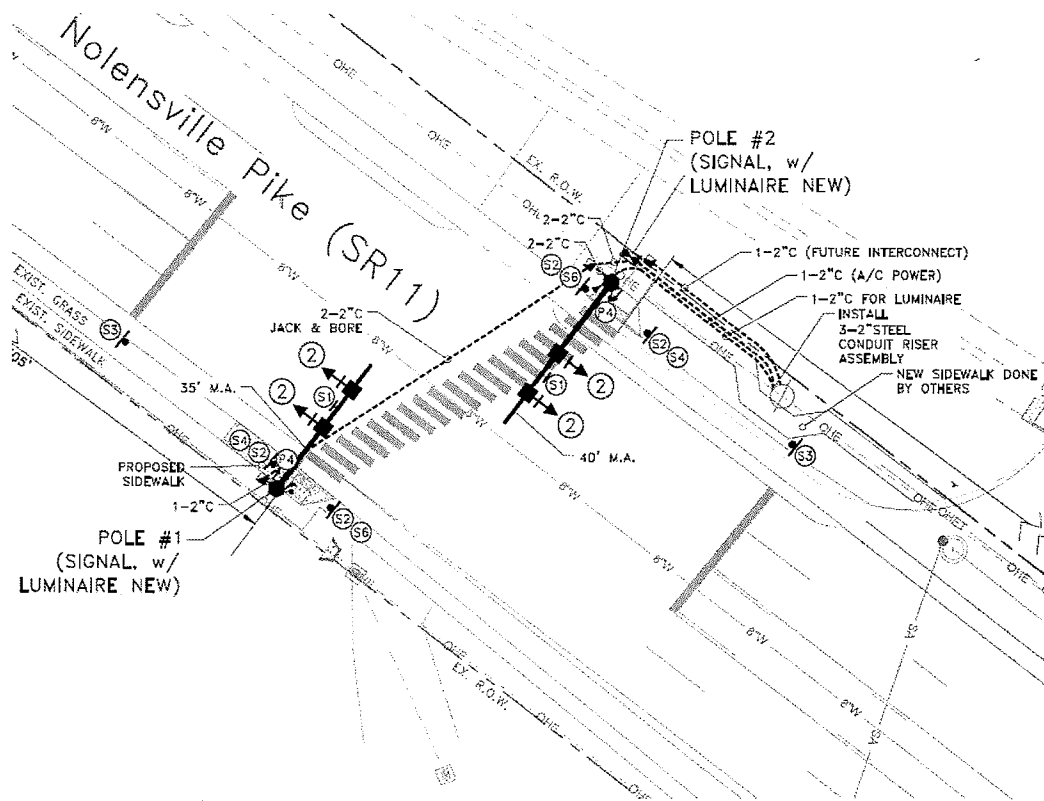
NOW, THEREFORE THE DEVELOPER AND METRO AGREE AS FOLLOWS:

**I. SCOPE OF WORK:**

Metro Housing Division enters into a Participation Agreement with Sojourn Nolensville Apartments, LP for traffic signaling, pedestrian signaling, a crosswalk at the intersection of Nolensville Pike and Taylor Rd. The scope of work consists of the pedestrian crossing plans approved by NDOT which includes:

- Installation of two (2) mast arm poles with signals and signs.
- Installation of one (1) pedestrian ramps on the north side of Nolensville Pike, one (1) pedestrian ramp on the south side of Nolensville Pike for a total of two (2) concrete curb ramps.
- Installation of one (1) crosswalk marking between curb ramps.
- Installation of two (2) stop line pavement markings.
- Removal of existing concrete and curb on the south side of Nolensville Pike
- Installation of new sidewalk between existing sidewalk and existing curb





- II. **PAYMENT TERMS AND CONDITIONS:**
- A. **The Developer** will contract and oversee construction of this project, and **the Developer** design shall meet all **METRO** specifications and requirements.
  - B. **The Nashville Department of Transportation and Multimodal Infrastructure (“NDOT”)** will inspect the construction and upon acceptance as public infrastructure, will be responsible for ongoing operation and maintenance.
  - C. For this specific project, **METRO’s** level of participation will not exceed \$178,023.52 as a contribution towards these improvements, payable on a reimbursement basis. This amount is based on negotiations between **the Developer**, NDOT, Highland Building Group and Stansell Electric. The awarded bid amount and unit prices are within range of recently bid public projects of similar scope and size.
  - D. 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:

*Lucy Kempf*

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*Director of Metropolitan Planning Department*

APPROVED AS TO AVAILABILITY OF FUNDS:

*Kevin Crumbo/mju*

\_\_\_\_\_  
*Director of Finance*

APPROVED AS TO FORM AND LEGALITY:

*Tara Ladd*

\_\_\_\_\_  
*Metropolitan Attorney*

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

\_\_\_\_\_  
*Metropolitan Mayor*

ACCEPTED BY:

*[Signature]*

\_\_\_\_\_  
*Developer*

Sworn to and subscribed to before me a Notary  
Public, 29<sup>th</sup> day of OCTOBER

2024 by  
Christopher Eisenzimmer of  
Developer and duly authorized to execute this  
instrument on Developer's behalf.

*Anna Marie Astarita*

\_\_\_\_\_  
*Notary Public*

My Commission Expires: 11/14/27

ATTEST:

\_\_\_\_\_  
*Metropolitan Clerk*

Date: 10/29/24

