

**CHILTON STREET WATER MAIN IMPROVEMENTS PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by and between **Chilton Homes, LLC**, 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 water 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 CHILTON STREET WATER MAIN; known as Project No. 25-WL-0033, and

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

NOW, THEREFORE, THE DEVELOPER AND METRO AGREE AS FOLLOWS:

**I. SCOPE OF WORK:**

A project consisting of the Developer constructing approximately 298 linear feet of new 6-inch water main (DIP) and one (1) fire hydrant assembly to serve the Chilton Street development. Of the 298 linear feet, approximately 136 linear feet is for the project location and approximately 162 linear feet is to improve the public water main the remaining distance to Chilton Street.

**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 \$55,011.00 as a contribution towards these improvements. As a part of this project, **DEVELOPER** agrees to improve the public water main the remaining distance of 168 linear feet (from the easternmost property line to its terminus) which has been determined to benefit the general community and the public water system. This portion will be inspected and fully reimbursed by Metro not to exceed \$193,589.00. The total contribution to this project shall not exceed \$248,600.00. 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 July 1, 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*

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*Director Metropolitan Department of Water and Sewerage Services*

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

*Jenneen Reed/mjw*

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*Director of Finance*

APPROVED AS TO FORM AND LEGALITY:

Signed by:

*Hannah Beitlin*

D7D037A5DCA5413... *Metropolitan Attorney*

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

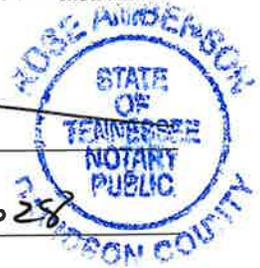
\_\_\_\_\_  
*Metropolitan Mayor*

ACCEPTED BY:

*[Signature]*  
\_\_\_\_\_  
*Developer*

Sworn to and subscribed to before me, a Notary Public,  
13 day of Jan 2026  
by Steven Emery of  
Developer and duly authorized to execute this instrument  
on Developer's behalf.

*[Signature]*  
\_\_\_\_\_  
*Notary Public*



My Commission Expires: 11-8-2028

ATTEST:

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

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