

600 SOUTHGATE PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into by and between **600 Southgate Properties, 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 600 SOUTHGATE; known as Project No. 23-WL-0046 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, DEVELOPER AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

A project consisting of the construction of approximately 363 linear feet of 8-inch water main (DIP). Of the 363 linear feet, 150 linear feet is for the project location and 213 linear feet is to improve the public water main the remaining distance to Martin Street to facilitate the necessary flow volumes for required domestic and fire flows.

II. PAYMENT TERMS AND CONDITIONS:

- A. **DEVELOPER** will contract and oversee construction of this project, and the 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 \$55,244.51 as a contribution towards these improvements. As a part of this project, DEVELOPER agrees to improve the public water main the remaining distance to Martin Street to facilitate the necessary flow volumes for required domestic and fire flows 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 \$163,035.27. The total contribution toward this project shall not exceed \$218,280.00. 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 March 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:

Director Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

ACCEPTED BY:

Developer

Sworn to and subscribed to before me, a Notary Public,
_____4____ day of December 2025
by Bryan Krabowsanos of
Developer and duly authorized to execute this instrument
on Developer's behalf.

Notary Public

My Commission Expires: 01/24/2028

ATTEST:

Metropolitan Clerk

Date: _____

