

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and effective as of February 26, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and NASHVILLE METRO WATER SERVICES, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 1600 2nd Ave N., Nashville, Tennessee 37208, hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated March 23, 2020, (the "Agreement"), Licensor provided the Licensee permission to construct and maintain one (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near La Vergne, Rutherford County, Tennessee, Nashville Zone Division, Chattanooga Subdivision, Valuation Station 811+10, Milepost 00J15.0, Latitude N36:01:18.20, Longitude W86:35:29.30.; hereinafter called "Encroachment," and

WHEREAS, the bore for the Encroachment was unsuccessful and Licensee desires to amend the Agreement to perform a second bore after the initial bore was abandoned; and

WHEREAS, Licensor is agreeable to said Amendment subject to the terms and conditions of the Agreement;

NOW THEREFORE, this Supplemental Agreement will serve to amend and list all current Encroachments under the Agreement between Licensor and Licensee, as follows:

1. One (1) eight inch (8") diameter sub-grade carrier pipeline crossing, within a twenty four (24") pipe within a forty two (42") casing, solely for the conveyance of raw/treated sewage water, located at or near La Vergne, Rutherford County, Tennessee, Nashville Zone Division, Chattanooga Subdivision, Valuation Station 811+10, Milepost 00J15.0, Latitude N36:01:18.20, Longitude W86:35:29.30.;
2. One (1) sixteen inch (16") casing pipe to be abandoned in place per Licensor's specifications, located at or near La Vergne, Rutherford County, Tennessee, Nashville Zone Division, Chattanooga Subdivision, Valuation Station 811+10, Milepost 00J15.0, Latitude N36:01:18.20, Longitude W86:35:29.30.;

hereinafter, collectively called "Encroachment" as shown on print(s) labeled Exhibit "A," dated February 3, 2025, attached hereto and made a part hereof;

1. As consideration for the Encroachments, Licensee agrees to pay Licensor as follows:
 - a. Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

Except as provided in this Supplemental Agreement, all other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.


CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

NASHVILLE METRO WATER SERVICES

By:  _____
994E7D0AE02B456...

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

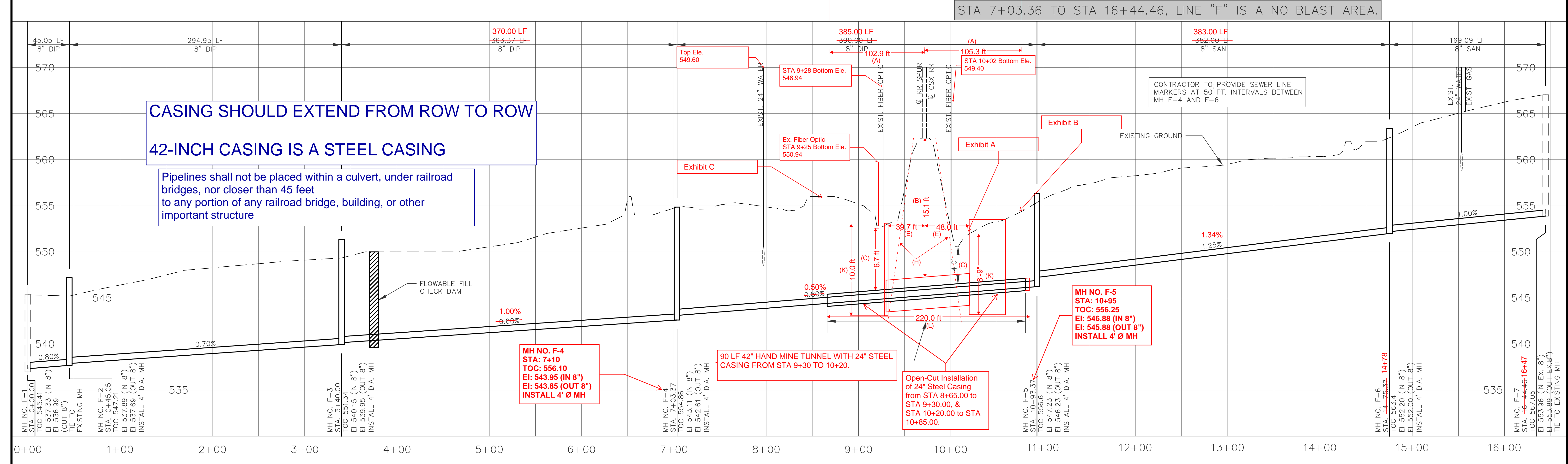
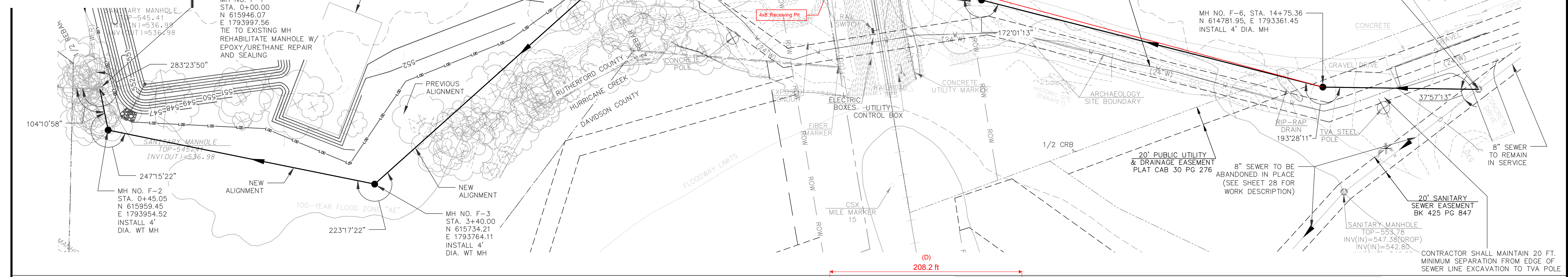
Print/Type Name: Scott A. Potter

Print/Type Title: Metro Water Services, Director

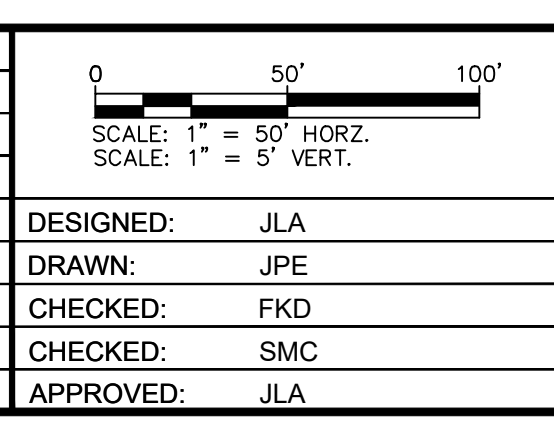
Tax ID Number: 2-620694743-014-4

CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
 By: *Nancy Patel*

- (a) Distance from centerline of track to CSX R/W easement.
- (b) Distance from base of rail to top of casing.
- (c) Distance from base of ditch to top of casing.
- (d) Total length of pipe on CSX R/W easement.
- (e) Distance from centerline of track to face of pits.
- (h) Theoretical embankment line: starts 12' from centerline of track and extends away from track at a slope of 1.5' over 1' down.
- (k) Depth of launching/receiving pits.
- (l) Total length of casing pipe.



DESIGNED:	JLA
DRAWN:	JPE
CHECKED:	FKD
CHECKED:	SJC
APPROVED:	JLA



HR
 120 BRENTWOOD COMMONS WAY,
 SUITE 525
 BRENTWOOD, TN 37027-2029
 629-228-7502
 615-577-4300
 LICENSE NO: 110097
 PROJECT NO: 10038178

HETHCOAT DAVIS
 278 FRANKLIN RD. SUITE 200
 BRENTWOOD, TN 37027
 615-577-4300
 LICENSE NO: 0016626

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
 DEPARTMENT OF WATER SERVICES



CLEAN WATER NASHVILLE
 OVERFLOW ABATEMENT PROGRAM
 HURRICANE CREEK PIPE IMPROVEMENTS
 PLAN AND PROFILE - LINE "F"
 STA. 0+00.00 TO STA. 16+44.45

MWS PROJECT NUMBER:
11-SC-0116

DRAWING NUMBER:
17

SHEET 40 OF 62