

REGIONAL PUMP STATION PROJECT PARTICIPATION AGREEMENT
ECG West Trinity Location

THIS AGREEMENT is entered into by and between **Elmington Capital Group**, 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, Developer and **METRO** desire to provide improved public sanitary sewer service for both Developer's proposed development as well as the existing properties in this area; and,

WHEREAS, Developer has been approved to construct ECG West Trinity Multifamily, a 184-unit multifamily development; known as Project No. 24-SL-0241 which is located in the Alice and Riverside pump station sewer basin(s); and,

WHEREAS, METRO is developing the design and construction of sanitary sewer service improvements, ("Improvements") needed to increase capacity and improve sewer service; and,

WHEREAS, the Developer agrees to contribute towards the construction of Improvements that have a direct benefit to both parties; and,

WHEREAS, the provision of such Improvements 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/IMPROVEMENTS:

The design and construction of regional pump station improvements shall be completed by Metro. All materials and methods used to construct the proposed infrastructure shall be in keeping with Metro Water Services, Nashville Department of Transportation, and/or Tennessee Department of Transportation standard drawings, construction specifications and approved materials. If there are any conflicts during construction, Metro will address them with the owner of the utility. Metro will provide on-site inspections during the construction of the improvements to ensure that work is proceeding in accordance with approved plans.

II. PAYMENT TERMS AND CONDITIONS:

- A. **DEVELOPER** agrees to provide **METRO** the amount of \$516,000.00 (hereinafter, the "Payment"), to fund the design and construction of Improvements.
- B. **METRO** agrees to begin design and construction of the Improvements within timeframes set forth by Metro Water Services upon receiving the funds.
- C. **METRO** will inspect the construction and will be responsible for ongoing operation and maintenance.
- D. **DEVELOPER** acknowledges and agrees that under no circumstances will the **DEVELOPER** be entitled to receive or will **METRO** be required to provide a refund of any portion of the payment regardless of the final cost of construction.
- E. The Payment for Improvements in the project area shall be paid in full prior to the issuance of any water, sewer or building permit in connection with development or redevelopment of a parcel of property. If paid in full, **METRO** may not withhold the **DEVELOPER'S** permit under the authority of Metro due to lack of sewer capacity or sewer availability. **METRO** may provide the **DEVELOPER** temporary access to the current sanitary sewer and water system if the improvements are not constructed when the use and occupancy permit is applied for so long as all Metro criteria and requirements have been met.
- F. This agreement is subject to the approval through Resolution (one reading) of The Metropolitan Council of Nashville and Davidson County.

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
69457DDAEP2B458
Director Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennene Reed/mjr
62377A2A8742469...
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Signed by:
Hannah Britlin
D7D037A5DCA5413...
Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

[Signature]
Metropolitan Mayor

ACCEPTED BY:

[Signature]
Developer

Sworn to and subscribed to before me, a Notary Public,
15 day of September 2025
by C. Hunter Nelson of
Developer and duly authorized to execute this instrument
on Developer's behalf.

[Signature]
Notary Public

My Commission Expires: 05-08-2029

ATTEST: Austin Kyle
Metropolitan Clerk

Date: OCT 23 2025

