

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into by and between Nashville Leased Housing Associates III, Limited Partnership, 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 the Developer's multifamily affordable housing complex comprised of approximately 256 units, located at 900 Dickerson Pike, Nashville, Tennessee, known as "900 at Cleveland" ("Developer's Property") 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 Developer's Property; and

WHEREAS, the location exists within one of the city's most dangerous streets for users of all modes; this improvement is well-aligned with NDOT's (as defined herein) goals for the corridor; and

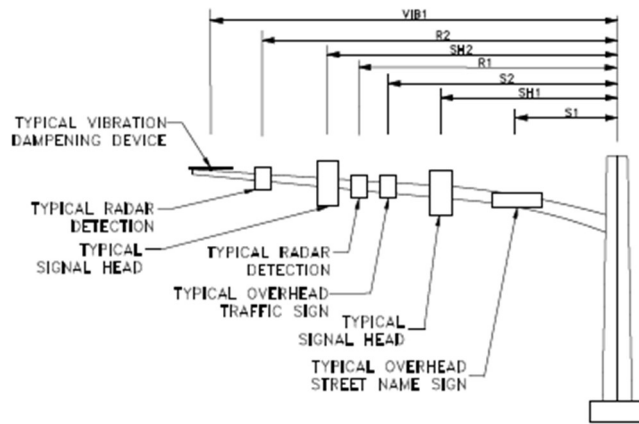
WHEREAS, the provision of such infrastructure will directly benefit both parties and the general community of Nashville, Davidson County, Tennessee; and

NOW, THEREFORE THE DEVELOPER AND METRO AGREE AS FOLLOWS:

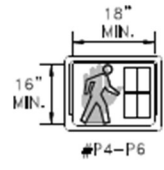
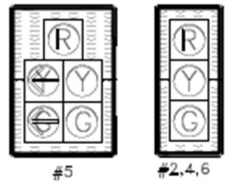
I. **SCOPE OF WORK:**

Metropolitan Department of Planning, Housing Division is entering into this Participation Agreement with **the Developer** for traffic signaling, pedestrian signaling, and crosswalks at the intersection of Whites Creek Pike and Dickerson Pike (the "Project"). The scope of work of the Project consists of the plans approved by NDOT, including:

- Installation of three (3) mast arm poles with signals and signs.
- Installation of two (2) concrete curb ramps on the east side of Dickerson Pike, one (1) concrete curb ramp on both the north and south corners on the west side of the Whites Creek Pike and Dickerson Pike intersection for a total of four (4) concrete curb ramps.
- Installation of three (3) crosswalk marking between curb ramps.
- Installation of three (3) stop line pavement markings.
- Installation of a raised island on the south corner on the west side of the Whites Creek Pike and Dickerson Pike intersection.
- Removal of existing sidewalks, curb, and gutter at the south corner of the west side of the Whites Creek Pike and Dickerson Pike intersection.
- Replacement of concrete sidewalk at the south corner of the west side of the Whites Creek Pike and Dickerson Pike intersection.
- Installation of new trench drain on the south corner of the west side of the Whites Creek Pike and Dickerson Pike intersection
- Design costs incurred in connection with the above work.
- Construction management costs incurred in connection with the above work charged by the general contractor to the Developer.

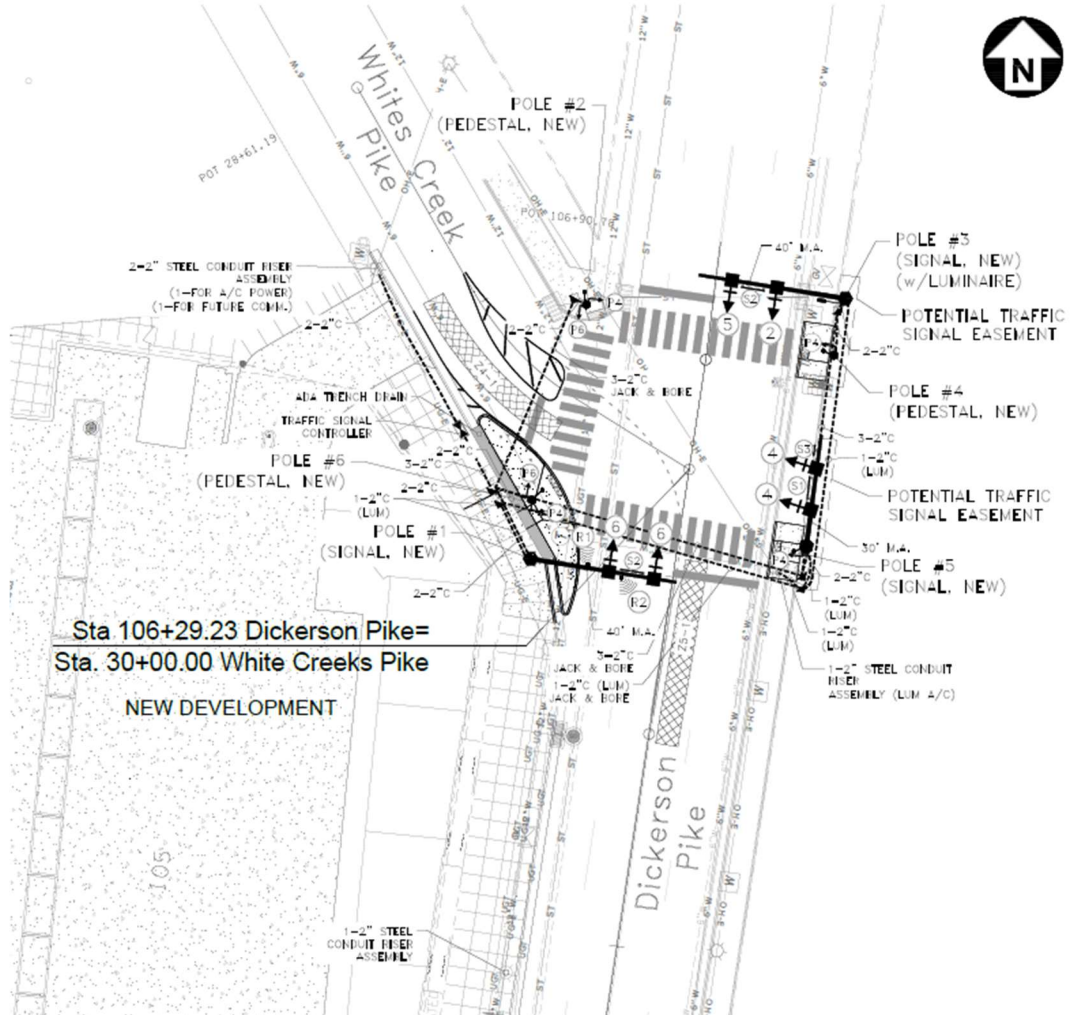


SIGNAL HEAD DISPLAYS
(NEW)



COUNTDOWN TYPE
L.E.D. PED WITH
OVERLAPPING
SOLID SYMBOLS

COLOR LEGEND
MAN - WHITE
HAND - PORTLAND ORANGE



II. **PAYMENT TERMS AND CONDITIONS:**

- A. **The Developer** will contract and oversee construction of the Project, and **the Developer's** 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 of the Project's improvements.
- C. For this specific project **METRO** has agreed to contribute no more than \$763,334.00 , payable on a reimbursement basis. **The Developer** must provide documentation of expenses for Metro's approval. This amount is based on negotiations between **the Developer**, **NDOT**, KCI 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 Agreement to become binding on either party.

III. **FUTURE AMENDMENTS:**

In order to be effective, any future amendments to this Agreement shall be (i) approved by resolution of the Metropolitan Council, and (ii) agreed to in writing by the Developer.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

Lucy Kempf
Director of Metropolitan Planning
Department

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennsen Reed/mjw
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Hannah Zeitlin
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

ACCEPTED BY:

The Developer:

NASHVILLE LEASED HOUSING ASSOCIATES III, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Nonprofit Housing Preservation XVI, LLC, a Tennessee non-profit limited liability company
Its: General Partner

By: Hugh Jacobs
Hugh Jacobs, Vice President

Sworn to and subscribed to before me a Notary Public, 16th day of December 2025 by Hugh Jacobs, Vice President of Nonprofit Housing Preservation XVI, LLC, a Tennessee non-profit limited liability company, the general partner of Nashville Leased Housing Associates III, Limited partnership, on behalf of said partnership.

State of Florida
County of Palm Beach
Lora Lee Connor

Notary Public

My Commission Expires: 10/14/2027

ATTEST:

Metropolitan Clerk

