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# *AVID HOTEL SEWER MAIN IMPROVEMENTS PARTICIPATION AGREEMENT*

THIS AGREEMENT is entered into by and between **SWAMI – SHREEJI HERMITAGE, 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 sanitary sewer 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 Avid Hotel at 421 Mills Road including offsite sewer improvements; known as Project No. 21-SL-0147, and

**WHEREAS**, the provision of such sanitary sewer 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:

An offsite project consisting of the construction of approximately 592 linear feet of 12-inch sanitary sewer main (PVC) and approximately 1,871 linear feet of 15-inch sanitary sewer main (PVC) to serve the Avid Hotel development. Approximately 592 linear feet of 12-inch sanitary sewer main (PVC) will be compensated at 50% of construction costs not to exceed $221,048.02, approximately 881 linear feet of the 15-inch sanitary sewer main (PVC) will be compensated at 50% of construction cost not to exceed $328,794.37, and approximately 991 linear feet of the 15-inch sanitary sewer main (PVC) will be compensated at 60.85% of construction cost not to exceed $450,157.61.

## II. PAYMENT TERMS AND CONDITIONS:

A. **DEVELOPER** will contract and oversee construction of this project, and the water main 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 $549,842.39 as a contribution toward these improvements. As a part of this project, **DEVELOPER** agrees to improve the remaining approximately 991 linear feet of public sewer main which has been determined to benefit the general community and the public sanitary sewer system. This portion will be inspected and reimbursed by Metro not to exceed $450,157.61. Total Metro contribution to this project shall not exceed $1,000,000.00. 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 1st, 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.

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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
62377A2A8742469...
*Director of Finance*

APPROVED AS TO FORM AND LEGALITY:

Signed by:
Hannah Zeitlin
D7D037A5DCA5413...
*Metropolitan Attorney*

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

_____
*Metropolitan Mayor*

ACCEPTED BY:

NIRAJ MEHTA
*Developer*

Sworn to and subscribed to before me, a Notary Public, 17 day of March 2026 by Niraj Mehta of Developer and duly authorized to execute this instrument on Developer's behalf.

CRYSTAL ZIMMERMAN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

*Notary Public*

My Commission Expires: Commission expires JUNE 13, 2029

ATTEST:

_____
*Metropolitan Clerk*

Date: _____

Version date 2.27.24