

**CONTRACT BETWEEN
CITY OF LA VERGNE
AND
METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

This Contract is entered into on this ____ day of _____, 2018, by and between **The City of La Vergne, a Tennessee Municipal Corporation, and its agents, officials, contractors and employees (collectively, "La Vergne")** and **The Metropolitan Government of Nashville and Davidson County, ("Metro")**.

For and inconsideration of the mutual covenants and obligations of the parties hereto, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Contract is made and entered into by and between La Vergne and Metro for the condemnation of real property under the power of eminent domain in Rutherford County for and on behalf of Metro in connection with Metro's Hurricane Creek Pipe Improvements Project.

2. La Vergne's obligations:

2.1. Upon receipt of a request from Metro to commence condemnation of real property under the power of eminent domain, La Vergne shall diligently proceed with the same in the manner and by the means it deems appropriate.

2.2. Upon being awarded possession of real property under the power of eminent domain, La Vergne shall convey its possessory interest in the real property to Metro upon its receipt of instruments prepared by Metro for that purpose.

2.3. At the conclusion of the condemnation of real property under the power of eminent domain, La Vergne shall convey its interest in the real property to

Metro upon La Vergne's receipt of instruments prepared by Metro for that purpose and La Vergne's receipt of reimbursement of its costs as provided for in this Contract.

3. Metro's obligations:

3.1. Metro shall identify the real property interests it deems necessary to acquire and shall provide La Vergne the legal description of the same, including maps as appropriate.

3.2. Metro shall determine and identify all parties with an interest in the real property it desires to acquire and shall provide that information to La Vergne.

3.3. Metro shall obtain an appraisal of the fair market value of the property to be acquired and shall provide the same to La Vergne along with payment of the tender deposit required by law upon the commencement of condemnation of real property under the power of eminent domain.

3.4. Metro shall, within sixty (60) days of a request made on behalf of La Vergne, or upon the conclusion of the condemnation of real property under the power of eminent domain, reimburse La Vergne for the costs associated with its performance of this Contract, including, but not limited to: title searches and examinations of the same, appraisals, other studies/reports, court costs, filing fees, discretionary costs and attorneys' fees incurred in the condemnation of real property under the power of eminent domain. Records of the costs incurred by La Vergne, shall be maintained by La Vergne and made available for inspection by Metro, at its expense, and upon its request. Metro shall pay the cost of production of records requested and/or copied in the same manner as anyone authorized to make a public records request in Tennessee.

4. La Vergne will determine the method, manner and means of its performance of this Contract, and Metro shall not attempt to control or interfere with the same.

5. Should Metro fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if it should violate any of the terms of this Contract, La Vergne may immediately terminate this Contract and cease further performance. Such termination shall not relieve Metro of any liability to La Vergne for costs La Vergne incurred in its performance under this Contract through the date of termination, and Metro shall be obligated to reimburse the same.

6. Should funding for this Contract be discontinued, La Vergne may terminate this Contract immediately upon written notice to Metro and cease further performance. Such termination shall not relieve Metro of any liability to La Vergne for costs La Vergne incurred in its performance under this Contract through the date of termination.

7. All notices to the La Vergne shall be mailed, e-mailed or hand delivered to:

**City Administrator
City of La Vergne
La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086**

Notices to Metro shall be mailed, e-mailed or hand delivered to:

**Greg Ballard
Metro Water Services
1600 2nd Avenue North
Nashville, TN 37208**

8. Except as otherwise specifically set forth herein, Metro will not direct or otherwise interfere with the method and manner in which La Vergne performs under this contract. La Vergne shall have exclusive control to direct its agents, officials and employees in connection with their performance of this Contract.

9. This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

10. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

11. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

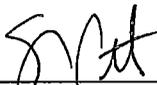
12. The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

13. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

14. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

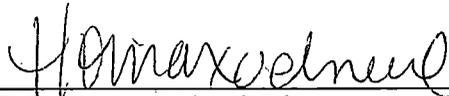
METRO:

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



Scott Potter, Director
Metropolitan Department of
Water and Sewerage Services

Approved as to Funding Availability:



Talia Lomax O'dneal, Director
Metropolitan Department of Finance *

Approved as to Form and Legality:



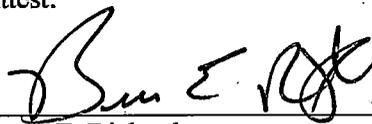
Metropolitan Department of Law

CITY OF LA VERGNE:



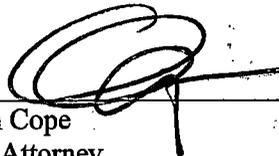
Dennis Waldron
Mayor
City of La Vergne

Attest:



Bruce E. Richardson
City Administrator / City Recorder

Approved as to Form and Legality:



Evan Cope
City Attorney