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October 26, 2017

Shauna Billingsley
City Attorney
City of Franklin
P.O. Box 305
Franklin, TN 37064

Re: Legal Representation in Condemnation Suits (“the Litigation”)
to be filed for Mack Hatcher By-Pass, Northwest Quadrant—State Project
#94092-2216-14; Federal Project #STP/HPP-397(10) (“the Project”)

Dear Ms. Billingsley:

I was previously appointed special additional counsel to represent the State of Tennessee in connection with condemnation lawsuits for the above project. (See August 25, 2010 letter from Governor Phil Bredesen, attached). Four suits have been filed pursuant to this authority. Two of those are still pending. During the last two months, I have met with City Administrator, Eric Stuckey, and other City officials concerning this firm’s handling additional cases on the Project. I was also informed last week by Deputy Attorney General, George Boyte, that the gubernatorial appointment is still valid and in force for whatever additional actions need to be filed.

The City of Franklin (“City”) has agreed with the State to pay the cost of acquiring additional right-of-way, easements, and other property rights necessary for the Project. It is expected that some or all of these costs may be reimbursed in the future. The City has also agreed to compensate this firm for our legal services in connection with this appointment.

This letter will contain the terms of and govern all new cases referred to us for the Litigation.

Client: Our client in the Litigation will be the State of Tennessee. However, because the City and State by formal agreement are sharing the costs of design,

construction, and acquisition of right-of-way, the City is also a client. The City has a complete unity of interest with the State in paying only a fair and reasonable amount for right-of-way, easements, and other rights.

Scope of Engagement: This engagement is limited to representing the State and City in the Litigation. Because we are neither the City or State's general counsel, our representation is limited to specific matters that either City or State asks us to handle and that we agree in writing to undertake.

Client Responsibilities: Litigation often burdens and inconveniences the parties involved. To do our job properly, we need certain commitments from the City: it agrees to be candid with us and to fully, accurately, and timely disclose to us all facts, documents, electronically stored information, and other information that may relate to this matter. The City must preserve all evidence, including documents and electronically stored information, related to the Litigation. It agrees to cooperate with us, to commit resources sufficient to meet its discovery obligations, and to make its officers and employees available to meet with us and to attend trial, depositions, and other proceedings. It agrees to notify us of any material changes in its business, such as an acquisition, merger, or substantial change in ownership, so that we can consider whether they create a conflict of interest with our other clients.

Payment: We trust that you understand the importance of timely payment for our work. The Company agrees to pay our fees and expenses, as provided below.

Fees: We base our fees primarily on the time spent by our professionals and their hourly billing rates. My hourly rate for these cases will be \$265.00. Other rates range from \$185 for new associates to \$685 for senior partners and from \$185 to \$250 for legal assistants. However, we will not make assignments to any attorney whose hourly rates are greater than mine and will not charge for legal assistants at a rate higher than \$175 per hour. In collecting, processing, and producing electronically stored information, we may use litigation-support personnel at rates ranging from \$175 to \$225 per hour. All rates are subject to change and are usually increased each January. We will bill for, among other things, responding to requests to provide information to auditors, waiting in court or for other proceedings, and time spent in necessary travel.

Expenses: Our bills will include expenses we incur in this engagement. These include charges for copying, postage, delivery services, computerized research, travel, long-distance telephone, facsimile or data transmission, and, if our work requires it, secretarial and staff overtime. They also include fees for filing with the court, court reporters, transcripts, process servers, and witnesses. The City has already hired an expert appraiser for these cases. If we believe that additional appraisers or other experts are necessary to represent the State and City's interests, we will make that recommendation

to the City legal staff and State attorney general. The City should expect to pay the fees and expenses of any additional experts directly.

Bills: We will send statements, normally each month, showing our services rendered and expenses incurred. Payment is due on receipt. We intend to charge reasonable fees, so please review the bills and, if the City is dissatisfied or unable to pay promptly, contact me to discuss. We may withdraw if the City does not pay within 30 days.

Estimates: Litigation is unpredictable; circumstances beyond our control often determine the amount of work. If we estimate or budget an amount of fees, it is only an estimate and not a fixed fee, fee quote, or guaranteed maximum. If anyone at our firm makes a statement about possible outcomes, it is an opinion only, based on information available to him or her at the time, and not a promise or guarantee. The Company agrees to pay us regardless of the outcome.

End of Engagement: The City and State may terminate our representation at any time by notifying us in writing. We may withdraw from representation as permitted or required by the lawyers' rules of professional conduct. The City will be obligated to pay for fees and expenses incurred up until termination or withdrawal, including for incomplete work in progress. Unless terminated earlier, our representation will automatically terminate when we send the last statement with descriptions of our services in the matter.

Files: During and after this engagement, we may convert paper documents to digital format and retain only the digital copy. We may delete and destroy all records from this representation at the end of the firm's document-retention period, which for client files is currently seven years after conclusion of the matter, without further notice. We will send the City its file if it requests it before then, though we may retain a copy. We may exclude from the file our own files on the matter, which include, for example, firm administrative records, time and expense reports, credit and accounting records, and our lawyers' work-product prepared for our internal use, such as drafts, notes, internal memoranda, and legal and factual research or investigation.

Post-Engagement: After the Litigation concludes, the law or circumstances may change, affecting the City's rights and liabilities. Unless the City engages us to provide additional legal advice, we will not have a duty to advise it about future developments. We may send newsletters, email alerts, or otherwise inform it of issues of interest, but these communications do not reinstate the attorney-client relationship or create a duty to represent it in other matters. If we record any judgment, lien, or financing statement, we will not be obligated to renew or refile it unless we agree in writing.

Consent to Future Conflicts: Miller & Martin represents many clients in many lines of business. Once we receive final title information on the properties to be condemned, it may be that some of the persons with an interest in the property are existing clients of this firm in unrelated matters. Moreover, during or after this engagement, the City may have a transaction or dispute with one of the firm's other present or future clients. While we are not aware of, or have separately disclosed, any present situations in which the City's interests are directly adverse to another firm client, other than Franklin TN Medical Investors, LLC, we do not know all of the parties with which it does business, and a conflict could arise because another firm client does business or competes with it. Under the rules of professional conduct for lawyers, we cannot represent a client whose interests are directly adverse to the City's without the informed consent of both clients. The City should consult with separate counsel about this paragraph, which asks it to **consent, in advance, to our representation of current or future clients whose interests may be adverse to it**, as follows: The City agrees that our representation of it in the Litigation will not disqualify us from representing other clients who are opposed to it in other matters, including litigation, if those matters are not substantially related to our representation of the City, and it waives the conflict of interest with respect to those representations. We will not, however, use any proprietary or other confidential information that we obtain from representing the Company to its disadvantage in any litigation or other matter in which we represent another client adverse to it.

If the City disagrees with anything in this letter, please let me know as soon as possible so that we can resolve the differences. Otherwise, please sign below to accept this agreement and return a copy to me. If for any reason we do not receive a signed copy, then the City's acceptance of our services in the Litigation will constitute acceptance of the terms of this letter.

We appreciate the chance to serve and look forward to working with you.

Sincerely,



Douglas Berry

AGREED TO AND ACCEPTED:

City of Franklin

By: _____

Title: _____