

IN THE CIRCUIT COURT FOR RUTHERFORD COUNTY, TENNESSEE
AT MURFREESBORO

CITY OF EAGLEVILLE,)
)
Plaintiff,)
)
v.)
)
LANNY TURNER and ROBERT)
TURNER,)
)
Defendants.)

Case No. 61927
Jury Demand

FILED
2019 DEC 30 PM 1:57
CIRCUIT COURT CLERK

COMPLAINT

Comes now Plaintiff, City of Eagleville, Tennessee (hereinafter, "Eagleville"), in an effort to protect its taxpayers from bearing the expenses that should rightly be borne by the Defendants for cause of action against the above named Defendants would state and show unto the Court as follows:

1. The City of Eagleville is a Tennessee municipal corporation.
2. Defendant Lanny Turner is a citizen and resident of Rutherford County, Tennessee and is a former mayor of Eagleville. Upon information and belief, Defendant Lanny Turner was the owner and developer of Eagle Crest Subdivision, Phase I, located in Eagleville, Rutherford County, Tennessee (hereinafter, "Phase I"), and was an owner of Eagle Crest Subdivision, Phase II, located in Eagleville, Rutherford County, Tennessee (hereinafter, "Phase II").
3. Defendant Robert Turner is a citizen and resident of Rutherford County, Tennessee and is a former member of the Eagleville Planning Commission. Upon information and belief, Defendant Robert Turner was an owner and developer

of Eagle Crest Subdivision, Phase II, located in Eagleville, Rutherford County, Tennessee.

4. Defendant Lanny Turner obtained final plat approval from the Eagleville Planning Commission for Phase I and recorded the same on August 19, 1994, with the Rutherford County Register of Deeds.

5. Defendants Lanny Turner and Robert Turner obtained final plat approval from the Eagleville Planning Commission for Phase II and recorded the same with the Rutherford County Register of Deeds on September 13, 2005.

6. At all times relevant to the claims asserted herein, the subdivision of land within the corporate limits of Eagleville was governed by the Rutherford County subdivision regulations adopted by reference by Eagleville.

7. The subdivision regulations in effect at the times of final plat approval for the subdivision phases referenced above required that:

"No final subdivision plat shall be recorded by the Planning Commission or accepted for recording by the County Register of Deeds until conditions number 1 or 2 have been met:

1. All required improvements have been constructed in a satisfactory manner and approved by the County Highway Commission and County Engineer, or

2. The Planning Commission has accepted a security bond, from a bank chartered in Tennessee in an amount equal to the estimated cost of installation of the required improvements. Said security bond shall be in an amount sufficient to cover the costs of improvements and the installation of utilities without cost to the county in the event of default of the subdivider. The security bond shall be for a period of 14 months and any extension shall require Planning Commission approval."

8. Defendants Lanny Turner and Robert Turner obtained final plat approval for Phases I and II on the condition that they would complete the required

improvements to the infrastructure of these phases. Neither Defendant Lanny Turner nor Defendant Robert Turner posted a security bond.

9. Specifically, among other required improvements, Defendants were required to construct the roads and streets of Phases I and II in conformity and compliance with the Road and Street Specifications of Rutherford County, Tennessee.

10. Since approval of the final subdivision plats of Phases I and II, Defendants Lanny Turner and Robert Turner have continually promised to complete the roads and streets in conformity with the requirements identified above.

11. Despite their promises, Defendants have failed to complete the roads and streets in conformity with the requirements identified herein and which they were required to make as a condition of approval of the final plats of Phase I and Phase II by the Eagleville Planning Commission.

12. As a result of Defendants' failure to complete the roads and streets as described above, the residents of Phases I and II are forced to drive on sub-standard roads and streets and, without the relief sought by Eagleville in this cause of action will, along with every other Eagleville taxpayer, bear the costs of the same that should be borne by the Defendants.

13. Defendants Lanny Turner and Robert Turner incurred an independent and enforceable legal obligation to complete the roads and streets of Phases I and II in conformity with the requirements in effect, but have failed to fulfill that obligation.

14. The application by Defendants Lanny Turner and Robert Turner, and final plat approval by the Eagleville Planning Commission, of the subdivision phases

referenced herein, creates both expressed and implied contract by and between Defendants and Eagleville requiring the Defendants to complete the subdivision to specification. By failing to complete the improvements as described herein, Defendants have breached this contract with Eagleville and its taxpayers.

15. Defendants materially misrepresented their intention to complete Phases I and II as required and Eagleville relied upon their material misrepresentation.

16. As a result of the Defendants' actions and inaction as described herein and as the proof may show, Eagleville is damaged and, without relief, will have to bear the cost of completion of the aforementioned improvements. Eagleville is damaged as a result of the claims set forth herein.

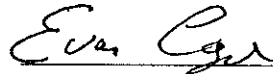
WHEREFORE, premises considered, Eagleville prays:

1. That proper process issue and be served upon the Defendants requiring them to appear and answer this complaint within the time required by law.
2. That Eagleville be awarded damages against Defendants in an amount equal to the costs it will incur if required to complete the necessary subdivision improvements.
3. That the Court issue a permanent injunction requiring Defendants to complete subdivision improvements in a good and workman-like manner and in conformity with the requirements in effect.
4. That Eagleville be awarded its attorney's fees and costs to the extent that is permitted by law.

5. That a jury of twelve (12) is demanded to try this cause of action.
6. For such further and other relief to which Eagleville may be entitled.

Respectfully submitted,

COPE, HUDSON, REED &
McCREARY, PLLC



E. EVAN COPE, BPR #21436
16 Public Square North
Murfreesboro, Tennessee 37130
Telephone: (615) 893-5522

Attorney for Plaintiff, City of Eagleville

COST BOND

I am surety for costs in this cause not to exceed \$500.



E. EVAN COPE