

GEORGIA, WHITFIELD COUNTY

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered by and between the City of Dalton, a municipality chartered under the law of the State of Georgia, hereafter “the City,” of the first part and J & T Realty Partners, L.L.P., a Georgia limited liability limited partnership active and in good standing with its principal place of business at 745 College Drive, Dalton, Whitfield County, Georgia, 30720, hereafter “Ford of Dalton,” of the second part.

WITNESSETH:

WHEREAS, Ford of Dalton owns a storm water trunk line as shown on Exhibit “A” attached hereto and made a part hereof by reference which connects to the City’s Shugart Road right of way system as shown; and

WHEREAS, Ford of Dalton’s real estate is shown as Whitfield County Tax Parcel No. 12-159-01-010 on the aerial photograph enhanced by blue lines demonstrating the storm water infrastructure appurtenant to its tract shown as Exhibit “A” hereto; and

WHEREAS, sedimentation and storm water debris have infiltrated the trunk line and storm water infrastructure within the boundary of the real estate of Ford of Dalton both from several sources including erosion of higher elevations on the easterly side of Shugart Road which the City has previously sought to remediate with a public works project down grade of the westerly terminus of Moice Drive; and

WHEREAS, the parties concur in the need to clean out the storm water trunk lines under the property of Ford of Dalton that are connected to the City’s Shugart Road right of way in order to improve storm water flows affecting the property of Ford of Dalton and down grade areas; and

WHEREAS, there exist differing legal positions of the parties and their respective attorneys over responsibility for maintenance of the storm water infrastructure lines within the property boundary of Ford of Dalton and a duty to clean and maintain the trunk line and outlet control structure on the property of Ford of Dalton as shown on Exhibit "A;" and

WHEREAS, without prejudice to either party's legal or factual positions in the premises nor waiver of future rights, claims, or privileges as to the other, the parties agree to clean out of the storm water trunk line connected to the Shugart Road right of way system as shown on the Exhibit "A" drawing attached hereto and as hereafter described;

NOW, THEREFORE, the parties hereto agree as follows:

-1-

With reservation of its position that the storm water trunk line on or under the property of Ford of Dalton is not part of the City's storm water control or right of way system so as to require additional maintenance, the City and Ford of Dalton agree that the City will within ten (10) days hereof clean out the storm trunk line connected to the Shugart Road Right Of Way System and clean out the outlet control structure, all as shown on Exhibit "A" attached hereto and made a part hereof by reference, and Ford of Dalton consents to the City's entry upon its property as shown on Exhibit "A" for such purpose without prejudice to any of its claims or rights in the premises.

-2-

The City will notify Ford of Dalton at least twenty-four (24) hours in advance of commencing the work.

-3-

This Memorandum of Understanding constitutes the entire agreement of the parties as to the subject matter hereof.

-4-

This Memorandum of Understanding is executed by an authorized officer of the respective parties.

This _____ day of March, 2022.

City of Dalton

By: _____
Authorized Officer

J & T Realty Partners, L.L.L.P.

By: _____
Worth L. Thompson, Jr., General Partner