

**STATE OF GEORGIA
COUNTY OF CLAYTON**

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF JONESBORO**, a Georgia municipal corporation (“City”), and the **CLAYTON COUNTY WATER AUTHORITY**, a body politic and corporate organized and existing under the laws of the State of Georgia (“Authority”). The City and the Authority may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the City prosecuted a nuisance abatement action in the Jonesboro Municipal Court (Case No. CE-0400004) against that certain real property located at 8405 Tara Boulevard (Tax Parcel No. 13242B A018) (the “Property”) (the “Action”); and

WHEREAS, the prior or current title owner of the Property constructed improvements which, over time, undermined the structural integrity of the stormwater drainage and conveyance facility located on the Property; and

WHEREAS, pursuant to that certain “Order to Abate Public Nuisance Located at 8405 Tara Boulevard,” dated April 11, 2022 (the “Order”), the Judge in the Action ordered that should the owners of the Property fail to demolish and remove the structure and all debris from the Property within ten (10) days from the date of the Order, the City is authorized to contract for the demolition of the aforesaid structure, removal of all debris from the property, and repair of the underlying cause of the sinkhole situated thereon; and

WHEREAS, a copy of the Order is attached hereto marked Exhibit A; and

WHEREAS, according to that certain Quit Claim Deed dated March 1, 2021, and recorded on March 25, 2022, in the Records of the Clayton County Superior Court Clerk at Deed Book 12897, Page 966, the Property is owned by Erastus Asowata (the “Owner”); and

WHEREAS, a copy of the above-referenced Quit Claim Deed is attached hereto marked Exhibit B; and

WHEREAS, the Owner failed to demolish and remove the structure and all debris from the Property; and

WHEREAS, the Order further states that should the City contract for such demolition, removal, and repair, the costs associated with such abatement shall be a lien against the Property; and

WHEREAS, pursuant to the Order, the City and its contractors have requisite authority to enter the Property to perform the work required under the Order; and

WHEREAS, the Authority is the owner and operator of all water, sewer, and stormwater utility facilities in the city limits of the City and in the unincorporated areas of Clayton County (among other areas); and

WHEREAS, the Authority is the appropriate entity to address the stormwater facility repair on the Property; and

WHEREAS, the costs incurred by the City and by the Authority in addressing the abatement of the nuisance on the Property and in the necessary repair of the stormwater facility on the Property are properly charged against and shall be a lien against the Property.

NOW THEREFORE, the Parties agree to the above recitals and as follows:

AGREEMENT

1. **Stormwater Rehabilitation Project**. The Authority or its contractors shall have access to the Property to complete the proposed stormwater rehabilitation work as currently engineered by the Authority and as may be modified in the sole discretion of the Authority (the "Project").

2. **Indemnification**. The City and the Authority are both protected by sovereign immunity to the maximum extent provided by the Georgia Constitution and applicable law. Further, the City agrees, to the extent allowed by Georgia law, to indemnify the Authority and hold the Authority harmless against any claims that may be brought against the Authority challenging its right to access the Property and/or to complete the Project.

3. **Project Cost Recovery**. The City will use its best efforts to assist the Authority in the recovery of any and all costs expended by the Authority in furtherance of its completion of the Project, including but not limited to foreclosing on any liens filed related to the nuisance abatement referenced hereinabove regarding the Property and the Project. Upon foreclosure, any title interest acquired by the City will be conveyed and released to the Authority to facilitate the Authority's perpetual operation and maintenance of the stormwater facility constructed on the Property.

4. **Taxes**. The Authority shall not be responsible for any past, present or future ad valorem taxes related to the Property.

5. **Severability**. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the Parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

6. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia, including but not limited to the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

7. **Counterparts; Facsimile Signatures.** This Agreement may be executed in identical counterparts, and all such executed counterparts will constitute the same agreement. It will be necessary to account for only one such counterpart in proving this Agreement. It being expressly agreed that signatures to this Agreement transmitted by telecopy, .pdf, DocuSign, facsimile or electronic mail will be valid and effective to bind the party so signing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above (the “Effective Date”), which shall be the date this Agreement is fully executed by both Parties hereto.

CITY:

AUTHORITY:

CITY OF JONESBORO, GEORGIA

**CLAYTON COUNTY WATER
AUTHORITY**

By: _____
Mayor Dr. Donya L. Sartor, PhD

By: _____
Dr. Cephus Jackson, Chairman

ATTEST: _____
City Clerk

ATTEST: _____
P. Michael Thomas, Sec./Treas.

Exhibit A

**IN THE MUNICIPAL COURT OF JONESBORO
STATE OF GEORGIA**

CITY OF JONESBORO, GEORGIA,

Plaintiff,

v.

8405 Tara Boulevard
Parcel No. 13242B A018

Property located in Jonesboro, Georgia, at
8405 TARA BOULEVARD; and
ENDLESS SOLUTIONS, INC.,

Defendants.

Case No.

CE-0400004

**ORDER TO ABATE PUBLIC NUISANCE LOCATED AT
8405 TARA BOULEVARD**

The above-captioned matter is before the Court on Plaintiff City of Jonesboro, Georgia's Complaint to Abate Public Nuisance Located at 8405 Tara Boulevard (the "Property"), which was filed on March 10, 2022, and regarding which a hearing was held on April 11, 2022. Now, having considered Plaintiff's filings, the entire record in this case, and applicable Georgia law and local ordinance,

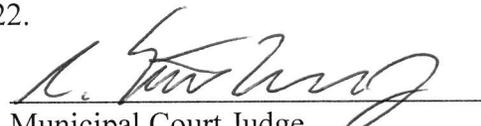
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the property located at 8405 Tara Boulevard, Clayton County Tax Parcel No. 13242B A018, is hereby declared to be nuisance under applicable State law and local ordinance (the "Nuisance").

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the repair, alteration, or improvement of the building located on the Property cannot be made at a reasonable cost in relation to the present value thereof, and that the owner(s) thereof must, within ten (10) days of the date of this Order, must demolish and remove the structure and all debris from the Property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, should the owner(s) of the Property fail to demolish and remove the structure and all debris from the Property within ten (10) days of the date of this Order, the City of Jonesboro, Georgia, is authorized to contract for the demolition of the aforesaid structure, removal of all debris from the property, and repair of the underlying cause of the sinkhole situated thereon.

IT IS FURTHER ORDERED, ADJUGED, AND DECREED that, should the City of Jonesboro, Georgia contract for such demolition, removal, and repair, the costs associated with that abatement shall be a lien against the Property, as set forth in applicable State law and local ordinance.

SO ORDERED, this 11 day of April, 2022.


Municipal Court Judge
City of Jonesboro, Georgia

Prepared by:

FINCHER DENMARK, LLC

/s/ Amy Dessel Katz
AMY DESSEL KATZ
Georgia Bar No. 533931
100 Hartsfield Center Parkway
Suite 400
Atlanta, GA 30354
(770) 478-9950 (Telephone)
(770) 471-9948 (Facsimile)
akatz@fincherdenmark.com

Exhibit B

DEED
Recorded 3/25/2022 6:13 PM
Jacqueline D. Wills
Clerk of Superior Court
Clayton County, GA
Book 12897 Page 966
Transfer Tax: \$0.00
Participant IDs: 7381681431

PARCEL: 13242B A018

Return to :
2330 Scenic Hwy.
Snellville, Ga. 30078

QUIT CLAIM DEED

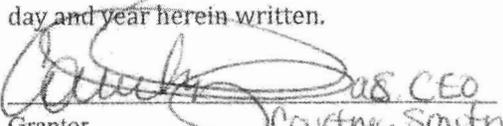
STATE OF GEORGIA
COUNTY CLAYTON

THIS INDENTURE, made the 1, day of March, 2021 **ENDLESS SOLUTIONS INC.**, party or parties of the first part here in after referred to as the "Grantor" and **ERASTUS ASOWATA** of Gwinnett County, State of Georgia as party or parties of the second part, herein called "Grantee" the words "Grantor and Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH That the GRANTOR, for and in consideration of **LOVE & AFFECTION** and other valuable consideration, before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, by their presents does hereby remise, convey, release, assign and forever QUIT-CLAIM unto said Grantee, all interest, rights, title and claim, including the rights to any available excess funds, and including any and all real and personal property more particularly described as : 8405 Tara Blvd - Parcel 13242B A018

SEE EXHIBIT "A" FOR FULL LEGAL DESCRIPTION

IN WITNESS WHEREOF, the said party of the 1st part has hereunto set hand and affixed his seal the day and year herein written.

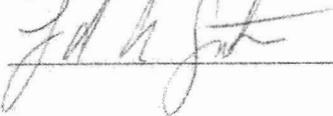


Grantor Courtney Smith, CEO



Witness

Signed, sealed and witnessed in the presence of a Notary Public:



10/17/2022 Expires

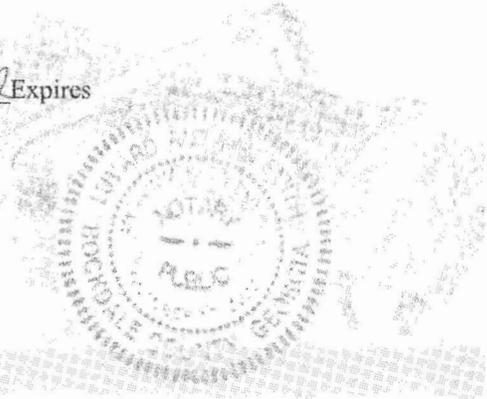


Exhibit A "

All that tract or parcel of land lying and being in Land Lot 242 of the 13th District of Clayton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the West right-of-way margin of U.S. 41 & 19 Highway (aka Tara Blvd. 190 foot right-of-way), a distance of 829.28 feet North from the intersection of the West right-of-way margin of U.S. 41 & 19 Highway and the North right-of-way margin of Robert E. Lee Parkway, as measured along the westerly right-of-way margin of U.S. 41 & 19 Highway; run thence North 85 degrees 51 minutes 55 seconds West a distance of 401.20 feet to an iron pin; run thence North 03 degrees 11 minutes 55 seconds East a distance of 89.43 feet to an iron pin; run thence South 86 degrees 48 minutes 05 seconds East a distance of 402.72 feet to an iron pin on the West right-of-way margin of U.S. 41 & 19 Highway; run thence South 04 degrees 08 minutes 05 seconds West along the westerly right-of-way margin of U.S. 41 & 19 Highway a distance of 96.0 feet to an iron pin and the POINT OF BEGINNING.

8405 Tara Blvd.