

**INTERGOVERNMENTAL AGREEMENT AMONG GWINNETT COUNTY,
GEORGIA, GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AND
THE CITY OF LOGANVILLE**

THIS INTERGOVERNMENTAL AGREEMENT, (the "Agreement") is made this _____ day of _____, 2026, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, "Gwinnett County"), the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, the "WSA"), and the CITY OF LOGANVILLE, a municipal corporation chartered under the laws of the State of Georgia (hereinafter, "Loganville").

RECITALS

WHEREAS, Loganville has annexed property located at 520, 530, and 540 Brand Road (further identified by parcel IDs R5160 059, R5160 057, and R5160 175, collectively the "Brand Road Properties") and an additional property known as "Tuck Farm" located partially within Gwinnett County and partially within Walton County, the entire parcel being 198.08 acres and the Gwinnett County portion being approximately 41.16 acres and more particularly identified by the legal description and survey attached hereto as Exhibit "A;" and,

WHEREAS, pursuant to the Gwinnett County Service Delivery Strategy, as updated in 2020 (the "2020 SDS"), Gwinnett County has been assigned responsibility for providing water service to the geographic area that includes the Brand Road properties and Tuck Farm; and

WHEREAS, pursuant to the 2020 SDS, Gwinnett County has been assigned responsibility for providing sewer to the geographic area that includes only Tuck Farm; and

WHEREAS, Loganville is desirous to provide both water and sewer service to the Brand Road Properties and to Tuck Farm; and

WHEREAS, Gwinnett County and the Water and Sewerage Authority do not currently have water or sewer infrastructure readily available to the Tuck Farm property; and

WHEREAS, Gwinnett County and the Water and Sewerage Authority do not currently have sewer infrastructure readily available to the Brand Road Properties; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents of Loganville and Gwinnett County, the parties hereto desire to enter into this Agreement to address water and sewer utility service for these properties.

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct and form a material part of this Agreement.

2. Water and Sewer Services

- (a) Gwinnett County and the WSA hereby consent to Loganville providing water service for the Brand Road Properties and for the Tuck Farm property.
- (b) Gwinnett County and WSA hereby consent to Loganville providing sewer service for the Tuck Farm property.
- (c) Loganville agrees to fulfill all responsibilities for the provision of water service, including providing all necessary infrastructure, for the Brand Road Properties and for the Tuck Farm property.
- (d) Loganville agrees to fulfill all responsibilities for the provision of sewer service, including providing all necessary infrastructure, for the Tuck Farm property.

3. Term

- (a) The term of this Agreement shall begin immediately upon execution of this Agreement and shall continue in force for a period of fifty (50) years or until its terms are incorporated into or superseded by a subsequent agreement between the parties.

4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

5. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

6. No Third-Party Beneficiaries

Nothing in this IGA shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against either party.

7. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement.

8. Indemnification

The parties acknowledge that Gwinnett County and the Water and Sewerage Authority do not currently have water or sewer infrastructure readily available to the Tuck Farm property or sewer infrastructure readily available to the Brand Road Properties and that the construction of the necessary infrastructure to provide those respective services would involve significant costs and expenditures. The parties further acknowledge that Gwinnett County and the Water and Sewerage Authority would seek to recover from the property owners as a condition of extending these services into the respective areas. As a result, Loganville agrees to defend and indemnify Gwinnett County and the WSA against any claim by a third party seeking to compel Gwinnett County or the WSA to extend water or sewer infrastructure to the Tuck Farm property or sewer infrastructures to the Brand Road Properties, or seeking damages as a result of Gwinnett County or the WSA failing to extend the respective services to the Tuck Farm property or the Brand Road properties.

9. Controlling Law, Venue

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

10. Further Assurances

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

11. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be construed for or against either party.

12. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

13. Amendment of Agreement

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the Parties hereto.

14. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

15. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

16. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Gwinnett County: Gwinnett County, Georgia
Attention: County Administrator
75 Langley Drive
Lawrenceville, Georgia 30045-6935

If to the WSA: Gwinnett County Water and Sewerage Authority
Attention: Director, Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045

17. Originals

This Agreement may be executed (and delivered via facsimile) in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered by the Chairwoman of Gwinnett County, Georgia Board of Commissioners, the Chairman of the Gwinnett County Water and Sewerage Authority, and the Mayor of the City of

Loganville, each thereunto duly authorized in accordance with the laws of the State of Georgia as of the day and year first above written.

(SIGNATURES BELOW ON SEPARATE PAGES)

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My commission expires:

[NOTARY SEAL]

GWINNETT COUNTY, GEORGIA

By: _____
Printed Name: Nicole L. Hendrickson
Chairwoman

Attest: _____
Printed Name: Tina King
County Clerk

Approved as to form:

Sr. Asst. County Attorney

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My commission expires:

[NOTARY SEAL]

GWINNETT COUNTY WATER AND
SEWERAGE AUTHORITY

By: _____

Printed Name:

Chairman

Attest: _____

Printed Name:

Secretary

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My commission expires:

[NOTARY SEAL]

CITY OF LOGANVILLE

Printed Name:
Branden Whitfield, Mayor

By: _____
Printed Name:
Ansley, Pope City Clerk

Approved as to form:

Paul L. Rosenthal, City Attorney