

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

THIS INTERGOVERNMENTAL AGREEMENT, (the "Agreement") is made this ____ day of _____, 2025 by and between GWINNETT COUNTY, 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, 523, 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 2020 SDS agreement between Loganville and Gwinnett County, Gwinnett County is responsible for providing water service to both the Brand Road properties and to Tuck Farm; and

WHEREAS, pursuant to the 2020 SDS Gwinnett County is responsible for providing sewer only to 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.

4. Term

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begin immediately upon execution of this agreement and shall continue in force until its terms are incorporated into or superseded by a subsequent SDS agreement between the parties.

5. 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.

6. 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.

7. Successors and Assigns

The provisions of this Agreement shall be deemed and held to be covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns.

8. Attorneys' Fees

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

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 for any water and sewer related dispute of the property regardless of location or for all other disputes involving property located within Gwinnett County shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived. Venue to enforce this agreement for all other disputes involving property located within Hall County will be in the Superior Court of Hall 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 constructed 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 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
If to Loganville:	City of Loganville Attention: City Manager 4303 Lawrenceville RD Loganville, GA 30052

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, 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:

GWINNETT COUNTY

Unofficial Witness

By: _____
Printed Name:
Chairwoman

Notary Public

Attest: _____
Printed Name:
County Clerk

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the
presence of:

GWINNETT COUNTY WATER AND
SEWERAGE AUTHORITY

Unofficial Witness

By: _____
Printed Name:
Chairman

Notary Public

Attest: _____
Printed Name:
Secretary

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the
presence of:

CITY OF LOGANVILLE
APPROVED AS TO FORM

Printed Name:
City Attorney

Unofficial Witness

By: _____
Printed Name:
Mayor

Notary Public

Attest: _____
Printed Name:
City Clerk

My commission expires:

[NOTARY SEAL]

Exhibit A

***** Legal Description *****

All that certain tract or parcel of land, lying and being in Land Land 187 in the 4th District of Gwinnett County, Georgia, also being in 417th G.M.D. of Walton County, Georgia being partially in the City of Loganville containing 198.082 acres and being more fully described as follows:

Beginning at the Northern Right-of-Way intersection of Georgia Highway #20 and Tuck Road;
Thence along said Right-of-Way of Tuck Road N 36°03'25" W a distance of 38.21' to a Point;
Thence N 33°36'59" W a distance of 277.24' to a Point;
Thence leaving said Right-of-Way N 58°55'08" E a distance of 66.21' to a Point;
Thence with a curve turning to the left with an arc length of 590.21', with a radius of 1497.59', with a chord bearing of N 42°22'18" W, with a chord length of 586.40', to a Point;
Thence N 13°11'28" E a distance of 26.99' to a Point;
Thence S 76°48'32" E a distance of 89.11' to a Point;
Thence N 13°19'41" E a distance of 77.35' to a Point;
Thence N 76°48'32" W a distance of 575.59' to a Point;
Thence N 76°49'33" W a distance of 425.32' to a Point;
Thence N 29°13'39" W a distance of 351.20' to a Point;
Thence S 51°33'33" W a distance of 49.66' to a Point;
Thence N 29°24'16" W a distance of 272.91' to a Point;
Thence N 29°24'16" W a distance of 936.07' to a Point;
Thence N 59°49'12" E a distance of 634.10' to an IPF;
Thence N 59°37'56" E a distance of 100.02' to an IPF;
Thence N 59°54'04" E a distance of 347.74' to an IPF;
Thence N 59°46'07" E a distance of 185.38' to an IPF;
Thence N 60°17'42" E a distance of 1406.99' to a Point;
Thence N 61°35'20" E a distance of 680.28' to an IPF;
Thence S 29°26'20" E a distance of 1103.43' to an IPF;
Thence S 29°25'59" E a distance of 660.01' to an IPF;
Thence S 29°53'39" E a distance of 474.15' to a Point in the centerline of creek;
Thence along said centerline of creek S 63°24'16" W a distance of 141.13' to a Point;
Thence N 72°18'08" W a distance of 24.03' to a Point;
Thence S 28°13'12" W a distance of 11.41' to a Point;
Thence S 74°19'31" W a distance of 15.83' to a Point;
Thence N 74°51'49" W a distance of 8.68' to a Point;
Thence N 32°37'40" W a distance of 16.39' to a Point;
Thence S 89°31'15" W a distance of 14.08' to a Point;
Thence N 87°57'38" W a distance of 10.17' to a Point;
Thence S 86°26'17" W a distance of 41.00' to a Point;
Thence S 77°33'48" W a distance of 5.21' to a Point;
Thence S 09°52'21" W a distance of 19.06' to a Point;
Thence S 08°28'09" W a distance of 35.33' to a Point;

Thence S 33°04'51" E a distance of 16.99' to a Point;
Thence S 09°36'40" E a distance of 21.74' to a Point;
Thence S 74°01'58" W a distance of 25.01' to a Point;
Thence S 07°03'34" W a distance of 20.14' to a Point;
Thence S 38°47'34" W a distance of 16.52' to a Point;
Thence S 25°21'37" E a distance of 38.69' to a Point;
Thence S 39°19'43" E a distance of 31.34' to a Point;
Thence S 06°18'24" E a distance of 27.60' to a Point;
Thence S 40°13'36" W a distance of 38.09' to a Point;
Thence S 48°59'18" W a distance of 80.30' to a Point;
Thence S 80°00'00" W a distance of 57.67' to a Point;
Thence S 42°51'22" W a distance of 22.27' to a Point;
Thence S 24°46'13" E a distance of 68.30' to a Point;
Thence S 17°08'22" E a distance of 108.56' to a Point;
Thence S 35°15'33" E a distance of 30.52' to a Point;
Thence S 40°44'31" W a distance of 51.28' to a Point;
Thence S 64°31'43" W a distance of 35.70' to a Point;
Thence S 01°26'06" W a distance of 29.16' to a Point;
Thence S 04°56'23" E a distance of 41.60' to a Point;
Thence S 03°45'26" W a distance of 58.16' to a Point at the intersection of the centerline of creek and the northern Right-of-Way of Georgia Highway #20;
Thence along said Right-of-Way S 50°22'30" W a distance of 23.62' to a Point;
Thence S 49°12'47" W a distance of 51.16' to a Point;
Thence S 48°33'09" W a distance of 105.67' to a Point;
Thence S 47°10'43" W a distance of 175.36' to a Point;
Thence S 46°31'43" W a distance of 191.40' to a Point;
Thence S 46°15'11" W a distance of 343.08' to a Point;
Thence S 45°37'12" W a distance of 451.87' to a Point;
Thence S 48°28'15" W a distance of 359.08' to a Point;
Thence S 49°11'16" W a distance of 94.58' to a Point;
Thence S 50°29'06" W a distance of 73.73' to a Point;
Thence S 51°53'40" W a distance of 87.99' to the Point of Beginning.

