

*After recording return to:
Gwinnett County Law Department*

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY AND DEKALB COUNTY FOR
THE NORRIS RESERVE DEVELOPMENT SEWER SERVICES**

STATE OF GEORGIA

COUNTY OF DEKALB

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the “**Agreement**”), is made and entered into on the ____ day of _____, 2020, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "Gwinnett"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed Governing Authority, (hereinafter referred to as the “WSA”), and DEKALB COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "DeKalb"). Gwinnett and the WSA are collectively referred to as “Gwinnett”. Gwinnett, the WSA and DeKalb are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Georgia Constitution, Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I authorize the Parties to enter into this Agreement whereby Gwinnett may provide sewer service to property within the boundaries of DeKalb; and

WHEREAS, on December 15, 2008, the Parties entered into an Intergovernmental Agreement (the “First Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit “A”, whereby sewage flows from certain property in DeKalb (hereinafter, “Norris Reserve”), described in Exhibit “B”, attached hereto and incorporated herein by reference, could be sent to Gwinnett for treatment and discharge; and

WHEREAS, a six-inch (6”) diameter force main (the “Norris Reserve Force Main”) has been constructed from Norris Reserve to Gwinnett’s sewer system within Gwinnett at a manhole (Facility Identification Number 387449) located at the intersection of Telida Trail and Raptor Place in unincorporated Gwinnett County; and

WHEREAS, on December 15, 2018, the First Agreement expired in accordance with its terms; and

WHEREAS, although the First Agreement has expired, Gwinnett has continued to accept and treat sewage flows from Norris Reserve; and

WHEREAS, DeKalb provides to Gwinnett monthly reports of the operation of the Norris Reserve sewage pump station which allows calculation of sewage flows from Norris Reserve into Gwinnett’s system for billing purposes; and

WHEREAS, Gwinnett bills DeKalb monthly at its standard retail rate for the cost of treating sewage sent from Norris Reserve into Gwinnett’s system; and

WHEREAS, the Parties desire to enter into this Agreement to set out the terms and conditions whereby Gwinnett shall temporarily continue to accept and treat sewage flows from Norris Reserve pursuant to the terms and conditions of this Agreement and whereby DeKalb shall build and provide sewer facilities and appurtenances to redirect flows from Norris Reserve into the DeKalb sewer system; and

WHEREAS, the Parties intend for this Agreement to establish a timeline and measurable milestones to ensure the orderly, economical and logical provision of sewer service from DeKalb to the customers living in Norris Reserve.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each, hereby agree as follows:

1. Recitals.

The above Recitals are true, correct, form a material part of this Agreement and are hereby incorporated herein by reference.

2. DeKalb County's Obligations.

(a) DeKalb shall not issue any permits to allow sewage flow into the Norris Reserve Force Main from any other property other than the 215 single-family residential lots presently completed within Norris Reserve as shown in Exhibit "B".

(b) DeKalb shall continue to pay Gwinnett for sewage flows from Norris Reserve at Gwinnett's retail rates based on operations of the Norris Reserve pump station until the flows are completely removed from Gwinnett's system.

(c) DeKalb shall implement a program to design, permit, construct, and operate certain sewage facilities to accept the flows from Norris Reserve into DeKalb's sewage treatment system and to allow Norris Reserve to be disconnected from the Gwinnett's system.

(d) All sewer flows from Norris Reserve shall be redirected to the DeKalb sewer system no later than December 31, 2021.

(e) DeKalb shall pay to Gwinnett a penalty of twenty thousand dollars (\$20,000.00) per month should the December 31, 2021 date to redirect sewer flows to DeKalb's system not be met. This penalty payment will be made with the monthly bill for sewer flows and will remain in effect until December 31, 2023.

(f) After, December 31, 2023, if the sewer flows have not been redirected to DeKalb's system, DeKalb shall pay to Gwinnett a penalty of fifty thousand dollars (\$50,000.00) per month. This penalty payment will be made with the monthly bill for sewer flows and will remain in effect until the flows are redirected.

(g) DeKalb shall continue to operate and maintain the force main for the Norris Reserve Pump Station until all flows are redirected, including but not limited to routine maintenance and repairs.

(h) DeKalb shall pay Gwinnett for all costs incurred in responding to any spill from the Norris Reserve Force Main, including but not limited to, civil penalties, attorney's fees, and all costs related to the clean-up. Such fees shall be paid within thirty days of receipt of an invoice from Gwinnett.

3. Gwinnett's Obligations

(a) Gwinnett shall continue to accept flows from Norris Reserve into its sewer system and invoice DeKalb accordingly until all flows are redirected to the DeKalb sewer system.

4. Remedies.

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance issued by the appropriate court of jurisdiction upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

5. Entire Agreement.

This Agreement constitutes the entire agreement between DeKalb County, Gwinnett County and the WSA 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. Term of Agreement.

This Agreement shall begin on the date written above and shall continue for a term of twenty (20) years or until DeKalb has diverted the Norris Reserve flows from Gwinnett's sewer system, whichever is sooner.

7. 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.

8. Successors and Assigns.

The provisions of this Agreement shall be deemed and held to be easements, 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.

9. Evidence.

The Parties agree that if Gwinnett or the WSA is sued in subsequent litigation concerning the Agreement, it may be introduced into evidence.

10. Attorneys' Fees.

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

11. 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.

12. 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. Additional papers, documents and other assurances may require approval by the Parties' respective governing authorities.

13. 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.

14. 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.

15. Amendment of Agreement.

Only a writing adopted and approved by the Parties' respective governing authorities and signed by each of the Parties' authorized representatives may modify this Agreement.

16. 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.

17. 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.

18. Time.

Time is of the essence with all duties and obligations set forth in this Agreement.

19. Notice.

(a) Any notice or documentation must be sent to DeKalb County at:

Executive Assistant/COO
DeKalb County Government
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to:
County Attorney
DeKalb County Law Department
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

(b) Any notice or documentation must be sent to Gwinnett County at:

Gwinnett County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:
Gwinnett County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

(c) Any notice or documentation must be sent to the WSA at:

Chairman
Gwinnett County Water and Sewerage Authority
684 Winder Highway
Lawrenceville, Georgia 30045

With a copy to:
Director, Gwinnett County Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045

- (a) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in one or more counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

DEKALB, GEORGIA

By: _____
Michael L. Thurmond
Chief Executive Officer

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

Barbara H. Sanders-Norwood
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

(Seal)

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Reginald Wells, Director
Dept. of Watershed Management

Viviane H. Ernstes
County Attorney

GWINNETT COUNTY, GEORGIA

By: _____
Charlotte J. Nash, Chairman
Gwinnett County

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

County Clerk
(County Seal)

APPROVED AS TO FORM:

County Attorney

**GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY**

By: _____
_____, Chairman

ATTEST:

, Secretary

Signed, sealed and delivered in the
presence of:

NOTARY:

Unofficial witness

[Notarial seal]

Approved as to Form:

Attorney

EXHIBIT A

DeKalb County
Contract No. 08-201260

INTERGOVERNMENTAL AGREEMENT

GEORGIA, GWINNETT COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement") is made and entered into as of the 15th day of December, 2008 by and between DEKALB COUNTY, GEORGIA, a political subdivision and a body corporate and politic duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "DEKALB"), and GWINNETT COUNTY, GEORGIA, a political subdivision and a body corporate and politic duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "GWINNETT") DEKALB and GWINNETT, collectively, are the Parties

RECITALS

WHEREAS, the Parties desire to set forth their agreement as to the terms and conditions whereby water and sewer service will be provided to a project being developed by LEGACY INVESTMENT GROUP, LLC, (hereinafter, "Legacy"), a Georgia limited liability company, and

WHEREAS, Legacy owns certain real property (hereinafter, the "Property"), located in unincorporated DeKalb County along Norris Lake Road, which property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and

WHEREAS, Legacy proposes to develop the Property into two hundred fifteen (215) separate lots (collectively, the "Lots") and to construct single-family residential units and related amenities (collectively, the "Improvements") thereon. The Property, the Lots and the Improvements are, collectively, the "Project", and

WHEREAS, the Project is more particularly described in a detailed site plan, including that certain final plat prepared by SouthEastern Engineering dated April 13, 2007, a copy of which is attached as Exhibit B hereto and incorporated herein by reference, (hereinafter, the "Plan"), and

WHEREAS, existing DeKalb County zoning on the Property will allow construction of the Project as shown on the Plan, and

WHEREAS, DEKALB agrees that its water and sewer service area shall be consistent with those service areas delineated in accordance with the Service Delivery Strategy Act, O C G A Ch 36-70, Art II, O C G A §§ 36-70-20 through 36-70-28, inclusive, and

WHEREAS, GWINNETT has an existing water reclamation capacity allotment of Five Million Gallons per Day (5 MGD) at DEKALB's Polebridge Water Reclamation Facility ("Polebridge"), and

WHEREAS, the provisions of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of the State of Georgia authorize the Parties, acting by and through their respective government authorities, to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits, and

WHEREAS, GWINNETT is required by State law to comply with the long term plans for water and water conservation, wastewater, and stormwater as adopted by the Metropolitan North Georgia Water Planning District (MNGWPD), and

WHEREAS, GWINNETT has heretofore issued its water and sewerage revenue bonds through the Gwinnett Water and Sewerage Authority to finance in part, the cost of its water and sewerage system which it leases from the Gwinnett Water and Sewerage Authority, and the entering into of a water contract with DEKALB will not violate the terms, provisions and covenants of its resolutions authorizing the issuance of said bonds or any subsequent issue of revenue bonds, and

WHEREAS, the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 as amended, authorize the Parties, acting by and through their respective government authorities, to enter into a intergovernmental agreement, and

WHEREAS, in order to ensure the orderly, economical and logical provision of water and sewer services to the residents and owners of the Project, the Parties hereto desire to enter into this Agreement

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 sets forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each, hereby agree as follows

1 RECITALS

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

2 TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect until DeKalb provides sewer service within the Project but for no later than ten (10) years from the date of execution

3 SEWER SERVICE CAPACITY CREDIT, METER, RATES

3 1 GWINNETT agrees to accept sewage flows from the Project into its Norris Lake pump station for transmission to Polebridge for treatment in accordance with this Agreement and with the terms of that facility's state and federal operating permits

3 2 DEKALB shall credit GWINNETT's capacity allotment at Polebridge for all sewage flows generated by the Project

3 3 DEKALB shall be responsible for all costs for the installation of a suitable flow meter, the specifications and location of which shall be determined by GWINNETT in its sole discretion, on the force main from the Project's pump station to GWINNETT's Norris Lake Road Pumping Station

3 4 GWINNETT shall bill DEKALB for only the costs of pumping sewage from the Project from the existing GWINNETT Norris Lake Pumping Station to Polebridge DEKALB agrees to pay said bill within thirty (30) days of billing by GWINNETT

4 METERS

4 1 GWINNETT shall operate, repair and maintain the meter described in Sections 3 3 of this Agreement subsequent to installation DEKALB agrees to pay within thirty (30) days of billing by GWINNETT the actual cost of any maintenance of said meter DEKALB shall have the right at all reasonable times to inspect said wastewater flow meter and to conduct such tests as may be appropriate so as to assure that it is accurately measuring the wastewater delivered

4 2 DeKalb shall use its best efforts to prepare a capital improvements plan within the next Five (5) Years after the effective date of this Agreement to design, build, permit and operate the necessary facilities to accept sewage flows from the Project into the DeKalb County system

5 REVENUE BONDS

5 1 DEKALB recognizes and agrees that GWINNETT has heretofore issued and delivered its revenue bonds in order to acquire and construct its present water and sewerage system and that it will issue and sell its revenue bonds from time to time in the future to finance the cost of additions, extensions and improvements to the system and that GWINNETT, in its proceedings heretofore adopted and hereafter adopted authorizing issuance of such revenue bonds, has covenanted and will covenant to adopt, maintain and revise rates and collect fees and charges to the

extent necessary to produce funds sufficient at all times to operate and maintain said system on a sound businesslike basis, to pay the principal of the interest on any revenue bonds heretofore or hereafter issued by GWINNETT as same mature and to create and maintain adequate reserves for that purpose, as well as to create and maintain a reserve for extensions and improvements to the system, and further that said rates must produce revenues to meet the minimum coverage level required by such proceedings and DEKALB hereby consents thereto

5 2 It is further recognized and agreed by DEKALB that GWINNETT may hereafter issue from time to time refunding bonds to refund any or all of the then outstanding bonds of GWINNETT and the aforesaid covenant, relative to the adoption, maintenance and revision of rates and the collection of fees and charges for water and sewerage services and facilities would likewise be applicable to any such bonds or obligations. GWINNETT, however, covenants to operate and maintain, at all times, its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable, shall be uniform in application consistent with the cost involved in total system operation. It is further recognized and agreed by DEKALB, that all obligations herein imposed on GWINNETT shall be performable by it solely from the revenues derived from the operation of the water and sewerage system, as now existent and as hereafter added to, extended and improved

6 PAYMENT

6 1 Should DEKALB fail to pay the amount of the bill for any wastewater delivered to DEKALB by GWINNETT within the period herein provided, then GWINNETT shall have the right to cease delivering wastewater to DEKALB at any time it elects to do so, provided fifteen (15)

days' notice of intent to do so is given DEKALB and DEKALB fails to make payment of all past due amounts, including any penalty, within such fifteen (15) day period

6.2 The obligation of DEKALB to pay for wastewater delivered under this agreement shall never be construed to be a debt of DEKALB requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. DEKALB covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of DEKALB under this Agreement

7 FORCE MAJEURE

7.1 In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch

7.2 The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of wastewater delivery systems and inability on the part of GWINNETT to deliver wastewater hereunder, or DEKALB to

receive wastewater hereunder, on account of any other causes not reasonably within the control of the party claiming such inability

8 REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p 36 et seq , as amended) amending the law formerly known as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p 761 et seq , as amended) are incorporated herem and made a part hereof

9 SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect

10 WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative

11 ASSIGNMENT

The parties hereto agree that without the consent of DEKALB, the written Agreement may be assigned by GWINNETT to the Gwinnett Water and Sewerage Authority, that said assignment must be in writing and executed by GWINNETT and the Gwinnett Water and Sewerage Authority Upon the execution of this assignment, the Gwinnett Water and Sewerage Authority, by virtue thereof shall assume and be solely responsible to comply with all the terms and conditions set forth herein and agreed upon by the parties hereto For the purpose of this Agreement, the Gwinnett Water and Sewerage Authority shall be substituted for GWINNETT to DEKALB, as same shall be assumed and become the sole liability and responsibility of the Gwinnett Water and Sewerage Authority

12 NOTICE

12 1 All contractual notices and communications under this Agreement will be deemed sufficient if either mailed by certified mail, return receipt requested, or delivered to DEKALB at the following address

Director

DeKalb County Department of Watershed Management

1580 Roadhaven Drive

Stone Mountain, GA 30083

12 2 All contractual notices and communications under this Agreement will be deemed sufficient if either mailed by certified mail, return receipt requested, or delivered to GWINNETT at the following address

Director

Gwinnett County Department of Water Resources

684 Winder Hwy

Lawrenceville, GA 30045

(678) 376-6700

12 3 Each party to this Agreement within Thirty (30) Days after the effective date of any change of the addresses set forth in Paragraphs 12 1 and 12 2, shall provide written notice of such change of address to the other party

12 4 Facsimile transmissions and other electronic communications shall not be effective as contractual notices or communications under this Agreement

13 DISPUTE RESOLUTION

13.1 If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted to mediation by a mediator appointed as provided herein

13.2 The Parties shall share equally all of the costs of mediation

13.3 GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years experience in water production and distribution. DEKALB shall select one (1) of those individuals from the list proposed by GWINNETT. If DEKALB refuses to select a mediator from the list proposed by GWINNETT, the parties may petition the Gwinnett Superior Court to appoint a mediator. Mediation as provided herein shall not affect the legal rights and remedies of GWINNETT or of DEKALB.

14 EXECUTION

14.1 The parties acknowledge that this contract is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration. Each party hereby waives any and all objections to venue in Gwinnett Superior Court.

14.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

14.3 Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have

caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written

EXECUTED this _____ day of _____, 2008

DEKALB COUNTY, GEORGIA

By: [Signature]
VERNON JONES
CHIEF EXECUTIVE OFFICER

ATTEST
[Signature]
Clerk

APPROVED AS TO FORM

APPROVED AS TO SUBSTANCE

[Signature]
County Attorney
(Kendra C. Smith)

[Signature]
Department Director

EXECUTED this 15th day of December, 2008

WINNETT COUNTY BOARD OF COMMISSIONERS

By: [Signature]
CHARLES E. BANNISTER
CHAIRMAN

ATTEST

[Signature]
CLERK



APPROVED AS TO FORM

[Signature]
Senior Assistant County Attorney
Forrest Fields, Jr.

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Lands 223, 224, 225 and 226 of the 16th District of DeKalb County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the Southerly right-of-way of Dennis Springs Road (having an apparent 30-foot right-of-way) and the line dividing DeKalb County and Gwinnett County; THENCE proceeding along said county line SOUTH 68 DEGREES 16 MINUTES 50 SECONDS EAST a distance of 503.27 feet to a point; THENCE departing said county line and proceeding SOUTH 11 DEGREES 34 MINUTES 42 SECONDS EAST a distance of 385.94 feet to a point; THENCE proceeding SOUTH 77 DEGREES 15 MINUTES 15 SECONDS WEST a distance of 255.11 feet to a point and #5 re-bar found; THENCE proceeding SOUTH 45 DEGREES 36 MINUTES 02 SECONDS EAST a distance of 215.32 feet to a point; THENCE proceeding SOUTH 13 DEGREES 08 MINUTES 37 SECONDS WEST a distance of 162.08 feet to a point; THENCE proceeding NORTH 78 DEGREES 48 MINUTES 42 SECONDS EAST a distance of 201.88 feet to a point and "P-K" nail found THENCE proceeding SOUTH 10 DEGREES 47 MINUTES 15 SECONDS EAST a distance of 266.53 feet to a point and #4 re-bar found; THENCE proceeding SOUTH 56 DEGREES 23 MINUTES 39 SECONDS WEST a distance of 72.70 feet to a point; THENCE proceeding SOUTH 13 DEGREES 34 MINUTES 26 SECONDS EAST a distance of 611.50 feet to a point; THENCE proceeding NORTH 57 DEGREES 25 MINUTES 34 SECONDS EAST a distance of 50.83 feet to a point and #5 re-bar found; THENCE proceeding SOUTH 11 DEGREES 33 MINUTES 33 SECONDS EAST a distance of 181.62 feet to a point and #5 re-bar found; THENCE proceeding NORTH 57 DEGREES 25 MINUTES 34 SECONDS EAST a distance of 307.22 feet to a point and #4 re-bar found on the Southwesterly right-of-way of Norris Lake Road (having an apparent 80-foot right-of-way); THENCE proceeding along said right-of-way SOUTH 12 DEGREES 36 MINUTES 02 SECONDS EAST a distance of 231.49 feet to a point; THENCE proceeding SOUTH 69 DEGREES 17 MINUTES 48 SECONDS WEST a distance of 1,130.60 feet to a traverse point hereinafter referred to as Point "A"; THENCE continuing SOUTH 69 DEGREES 17 MINUTES 48 SECONDS WEST a distance of 130.73 feet more or less to a point in the centerline of Yellow River; THENCE following the meanderings thereof, Southwesterly, Westerly, Northerly and Northwesterly a distance of 3,956 feet more or less to a point; THENCE departing said centerline of Yellow River and proceeding NORTH 77 DEGREES 52 MINUTES 33 SECONDS EAST a distance of 76.14 feet more or less to a traverse point hereinafter referred to as Point "C" (The traverse line between Point "A" and Point "C" being subtended by a tie line of NORTH 68 DEGREES 22 MINUTES 33 SECONDS EAST a distance of 1660.74 feet to Point "B" and NORTH 38 DEGREES 16 MINUTES 19 SECONDS WEST a distance of 1000.67 feet to Point "C"); THENCE continuing NORTH 77 DEGREES 52 MINUTES 33 SECONDS EAST A

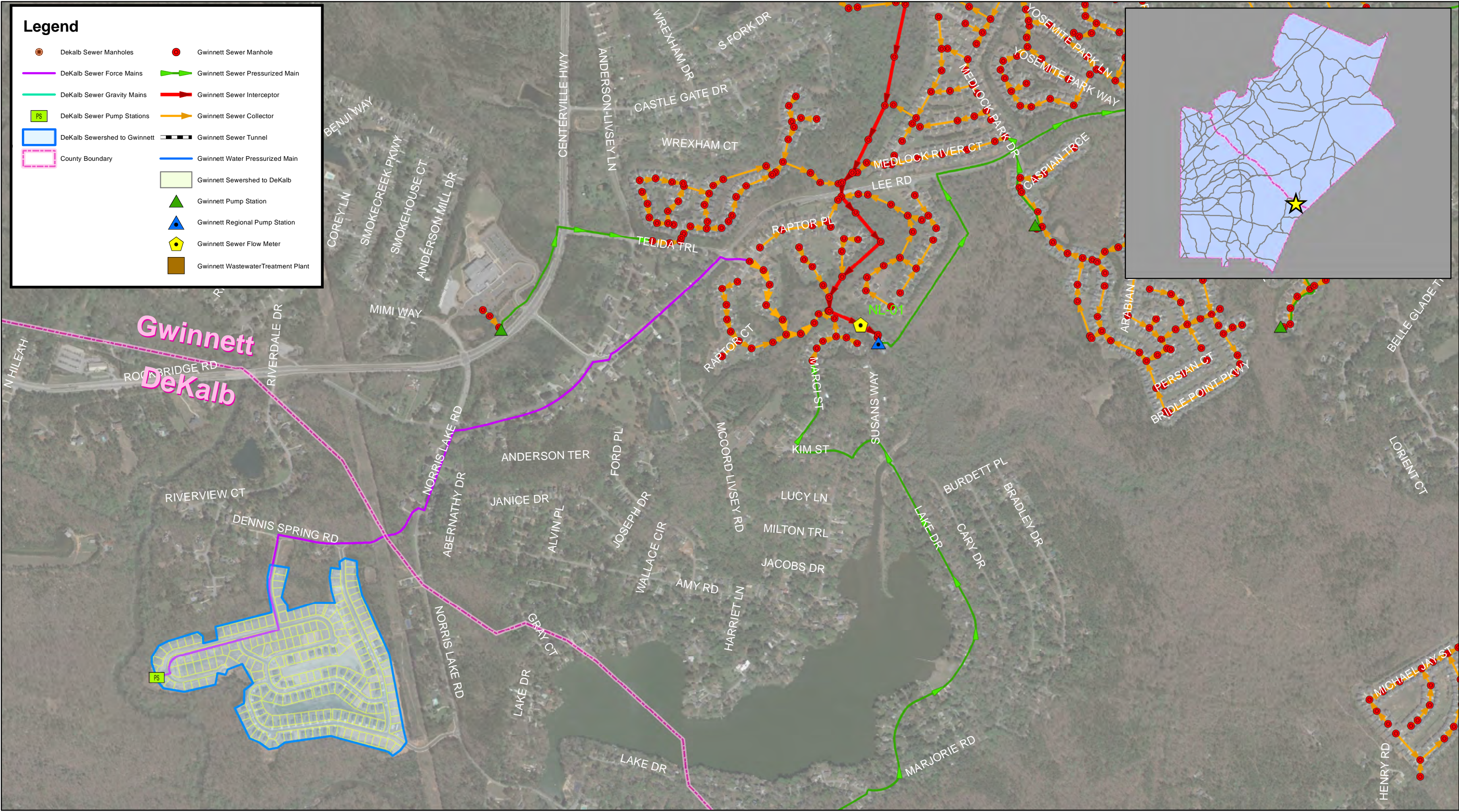
EXHIBIT "A"

distance of 183.80 feet to a point and one-inch open-top pipe found; THENCE proceeding NORTH 56 DEGREES 54 MINUTES 58 SECONDS EAST a distance of 199.86 feet to a point and #5 re-bar found; THENCE proceeding NORTH 85 DEGREES 21 MINUTES 05 SECONDS EAST a distance of 309.57 feet to a point and #5 re-bar found; THENCE proceeding NORTH 57 DEGREES 05 MINUTES 25 SECONDS EAST a distance of 297.26 feet to a point and #5 re-bar found; THENCE proceeding NORTH 75 DEGREES 38 MINUTES 44 SECONDS EAST a distance of 159.83 feet to a point and #4 re-bar found; THENCE proceeding NORTH 64 DEGREES 34 MINUTES 31 SECONDS EAST a distance of 131.59 feet to a point and #5 re-bar found; THENCE proceeding NORTH 07 DEGREES 57 MINUTES 07 SECONDS EAST a distance of 684.68 feet to a point and one and one-quarter-inch open-top pipe found with #5 re-bar on the aforesaid right-of-way of Dennis Springs Road; THENCE proceeding along said right-of-way SOUTH 78 DEGREES 39 MINUTES 17 SECONDS EAST a distance of 298.75 feet to a point; THENCE departing said right-of-way and proceeding SOUTH 07 DEGREES 55 MINUTES 51 SECONDS WEST a distance of 579.77 feet to a point and #5 re-bar found; THENCE proceeding SOUTH 89 DEGREES 52 MINUTES 16 SECONDS EAST a distance of 320.99 feet to a point; THENCE proceeding NORTH 16 DEGREES 30 MINUTES 35 SECONDS EAST a distance of 545.19 feet to a point on the Southerly right-of-way of Dennis Springs Road; THENCE proceeding along said right-of-way NORTH 89 DEGREES 03 MINUTES 55 SECONDS EAST a distance of 126.08 feet to a point and POINT OF BEGINNING.

Said parcel contains 125.79 acres more or less.

Legend

	DeKalb Sewer Manholes		Gwinnett Sewer Manhole
	DeKalb Sewer Force Mains		Gwinnett Sewer Pressurized Main
	DeKalb Sewer Gravity Mains		Gwinnett Sewer Interceptor
	DeKalb Sewer Pump Stations		Gwinnett Sewer Collector
	DeKalb Sewershed to Gwinnett		Gwinnett Sewer Tunnel
	County Boundary		Gwinnett Water Pressurized Main
			Gwinnett Sewershed to DeKalb
			Gwinnett Pump Station
			Gwinnett Regional Pump Station
			Gwinnett Sewer Flow Meter
			Gwinnett Wastewater Treatment Plant



Norris Reserve Development Sewer Service Agreement

Exhibit B

