

UTILITIES INFRASTRUCTURE REIMBURSEMENT AGREEMENT

RECITALS

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3. DELAY BEYOND THE CONTROL OF THE PARTIES. Neither County nor Apex, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the Parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control.
4. NO JOINT AGENCY AND NO PERSONNEL. No joint agency is established by this Agreement, and this Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations, or personnel sharing of any kind. No joint personnel are needed by the Parties to carry out this Agreement; this Agreement does not provide for the appointment of any personnel joint or otherwise.
5. AMENDMENT. This Agreement may be amended at any time by the mutual written consent of both Parties.
6. NOTICE. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, or deposited in the United States mail, postage prepaid, addressed as follows:

The notice address for County shall be:

Attn: Bryan Thompson, County Manager
Chatham County
PO Box 1809
Pittsboro, NC 27312

The notice address for Apex shall be:

Attn: Randal E. Vosburg, Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

7. DISPUTE RESOLUTION; GOVERNING LAW; VENUE. In the event a dispute arises between the Parties regarding performance under this Agreement, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach a mutually agreeable resolution of the dispute, then a Party may adjudicate its dispute as allowed by North Carolina State Laws. This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to this Agreement shall be brought in Chatham County, North Carolina.
8. NON-EXCLUSIVE REMEDIES/NO WAIVER. The selection of one or more remedies for breach shall not limit a Party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a Party shall impair any such right, power or remedy or shall be construed to be a waiver of any

breach hereof or default. Every right, power or remedy may be exercised from time to time and as often as deemed expedient.

9. NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to Agreement.
10. ELECTRONIC SIGNATURES. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with Apex's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials.

APEX, Town of Apex

Randal E. Vosburg, Town Manager

Date

Attest:

Allen Coleman, Town Clerk

Date

COUNTY, Chatham County

Bryan Thompson, County Manager

Date

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

Date