

STATE OF NORTH CAROLINA )  
 )  
CHATHAM COUNTY )

UTILITIES INFRASTRUCTURE  
REIMBURSEMENT AGREEMENT

This UTILITIES INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is entered into this the 17th day of March, 2025, by and between CHATHAM COUNTY, NORTH CAROLINA (the “**County**”), and the TOWN OF APEX, NORTH CAROLINA, a municipal corporation organized and existing under the laws of the State of North Carolina (“**Apex**”) (collectively, the “**Parties**”).

**RECITALS**

WHEREAS, Apex and County desire to provide water and sewer utility service to developments within the County which are incorporated into Apex;

WHEREAS, Apex is willing and able to extend water and sewer utility service to the development known as Apex Gateway which is located at the intersection of US Highway 64 and NC Highway 751;

WHEREAS, the project known as Apex Gateway Offsite Utilities (the “**Project**”) to extend water supply and distribution, and sanitary sewer collection utility services to Apex Gateway has been completed by the developer of Apex Gateway and accepted by Apex;

WHEREAS, Apex entered into the Economic Development Agreement with Mills Chatham Development Group, LLC on July 28, 2022, attached hereto as **Exhibit A**, wherein Apex agreed to reimburse Mills Chatham Development Group, LLC up to \$2,200,000.00 for completing the Project;

WHEREAS, Apex and County as neighbors in the region collaborate on providing utilities to their customers;

WHEREAS, County is agreeable to reimburse Apex for a portion of the Project to serve Apex Gateway; and

WHEREAS, this Agreement is authorized by N.C.G.S § 153A-449 and § 153A-275.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS; PURPOSE.** The recitals are incorporated into this Agreement. This Agreement shall be effective upon execution by both parties (“**Effective Date**”). This Purpose of this Agreement is for County to reimburse Apex for a portion of the Project expenses.
2. **COMPENSATION:** County shall pay to Apex the total sum of three hundred thousand dollars (\$300,000.00) for completion of the Project. Payment shall be made within thirty (30) days of receipt of an invoice from Apex.

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

\_\_\_\_\_  
Date