

COUNTY OF WAKE

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT BETWEEN HOLLY SPRINGS AND APEX FOR WATER SUPPLY MUTUAL AID

This Interlocal Agreement for Water Supply Mutual Aid (“Agreement”) between the Town of Apex (“Apex”) and the Town of Holly Springs (“Holly Springs”), both being North Carolina municipal corporations. Apex and Holly Springs are sometimes referred to individually as “Party” and jointly as “Parties.”

RECITALS

WHEREAS the municipal water distribution systems owned and operated by Apex and Holly Springs are located in close proximity to each other; and

WHEREAS, it is in the interest of the water customers of Apex and Holly Springs to have interconnections between the water systems, and agreements in place providing for emergency water supply and Apex and Holly Springs have entered into such agreements with other governmental units; and

WHEREAS, Apex and Holly Springs have an existing emergency water supply interconnection site via an existing vault located along Williams Street south of Sunset Lake Road; and

WHEREAS, this Agreement is authorized by NCGS §§ 160A-318, 160A-322, and 160A-460 et.seq.

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

- 1. Incorporation of Recitals and Purpose. The Recitals are true and are incorporated into this Agreement. The purpose of this Agreement are as follows:
a. Apex and Holly Springs intend to assist each other on a short term, as-needed basis in meeting the water needs of their citizens and other local governments in the event of an unanticipated water shortage. The Agreement is for mutual aid purposes; that is, it does not provide a guaranteed permanent water supply capacity for either party.
b. The Agreement is also intended to define areas in which the other municipality will not offer water or sewer service; and provides for other related matters.
2. Definitions. The following definitions apply to this Agreement except where the context does not allow:

Table with 2 columns: Term or expression, Meaning or usage. Row 1: 'Boundary Line', This is defined in section 4 and depicted in Exhibits 1 and 2

“Buyer”	The Unit that is buying water.
“Conveyor”	The entity that is conveying water from the Seller to the Buyer, in instances when movement of water through a party that is neither the Seller nor Buyer is required.
“Customers”	Retail customers and wholesale water customers.
“Deficient Quantity”	Refers to supplying less water than requested or required by the Buyer.
“Designated Representative”	The individual named in writing from time to time by a Unit to carry out functions specified in this Agreement. A Unit may name more than one Designated Representative with authority to so act.
“Facilities”	Equipment, fixtures, and structures for the transmission of water, including lines, mains, meters, pumps, and valves.
“person”	Includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.
“Seller”	The Unit providing water.
“Service Area”	This is defined in section 4 and depicted in Exhibit 1
“sewer”	Sanitary sewer.
“Unit”	Apex or Holly Springs.
“water”	Potable water.
“Water Shortage”	Any period of time when either Unit has reached one or more triggers for action as defined in that Unit’s Water Shortage Response Plan.

3. **Effective Date; Duration and Term.** This Agreement shall become effective (“Effective Date”) upon the date it is properly authorized and executed by the last of Apex and Holly Springs. The initial term of this Agreement shall be for twenty-five (25) years from the Effective Date. This Agreement shall thereafter automatically renew for up to five (5) additional one-year terms unless either party gives notice of termination to the other party at least ninety (90) days before the end of the then current term. The Parties may extend the term of this Agreement to the extent lawfully permitted by a separate written instrument executed by both Parties.

4. **Boundary Line; Service Area.**

- a. The boundary between the two parties water service areas is known as the Boundary Line as shown on Exhibit 1.
- b. Except to the extent provided by Section 7 (which provides for a limited exception to service restrictions) Apex agrees not to supply water or sewer service to any place in Holly Spring’s Service Area, and Holly Springs agrees not to supply water or sewer service to any place in Apex’s Service Area. If the boundary line splits land that has a single parcel identifying number (PIN), but not all the buildings are in one Unit’s Service Area, the managers of the Units shall agree in writing on which of the Units shall not supply water service and/or sewer service to the buildings and the parcel. The Holly

Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Apex town manager has authority to make such agreements on behalf of Apex.

5. Request to Buy Water

- a. When either Unit desires to buy water from the other Unit, the Buyer shall, through its Designated Representative, notify the Seller of the amount of water it desires to buy, stated in millions of gallons per day (“Amount Requested”). The Amount Requested shall not exceed either (i) the amount of water that can be supplied by the Seller, or (ii) the amount of water that can be passed through the interconnection infrastructure. The notification may be oral but shall be followed up promptly with a written verification pursuant to section 19 (Notice).
- b. The Seller shall use its best efforts to supply the Amount Requested; provided, however, the Seller’s ability to provide water to Seller’s Customers shall not be compromised, nor shall Seller be obligated to furnish such an amount of water to Buyer such that unsatisfactory pressure, pressure fluctuation, or other hydraulic conditions are created for Seller or Seller’s Customers. Further, when Apex is the Seller, nothing in this Agreement is intended to or shall require Apex to violate any provisions of the Cary-Apex Interlocal Agreement, including but not limited to provisions regarding Cary’s rights and ability to receive water from the Cary/Apex Water Treatment Facility. The determination of the availability or maximum quantity of water available to be furnished to the Buyer shall be within the sole discretion of the Seller. Section 13 (Right to Suspend or Reduce Supply of Water) addresses the right of the Seller to supply less than the Amount Requested.
- c. The water may be supplied by direct interconnection between the Units’ systems, or if agreed to by the Units, by or through one or more third party Conveyors. In the latter case, the Units recognize that appropriate agreements with the appropriate third party(s) will be needed.
- d. The Buyer shall pay the Seller for the water that is supplied. Section 10 (Water Charges and Billing) addresses payment matters.
- e. Neither Unit has any obligation to supply or convey water to the other if so doing could cause exceedance of the Seller’s maximum interbasin transfer allowance, whether such maximum is specified in a certificate issued under NCGS 143-215.22L by the Environmental Management Commission (or any successor to the Commission), or specified by applicable statute to have the effect of such a certificate.

6. Request to Convey Water.

- a. When a Unit (the “Requesting Unit”), through its Designated Representative, sends a notice to the other Unit pursuant to Section 19 (Notice) requesting that the other Unit act as a Conveyer (the “Conveyer Unit”), the latter Unit shall act as Conveyer subject to the other terms in this section and other applicable provisions of this Agreement. The Requesting Unit may be the Seller of the water to a third party or it may be the Buyer of the water from a third party. There may be one or more additional Conveyers for any of these transactions. For instance, in one transaction, Apex may be the Seller, Holly Springs and two other third parties may be Conveyers, and another third party may be the Buyer.

- b. This Agreement does not require the Conveyor Unit to spend money or use other resources of the Unit to make connections or otherwise change its Facilities to accommodate any interconnection to facilitate the transmission.
- c. If water is supplied to a Conveyor Unit and if the Buyer/Seller Unit has stated an amount of water that it intends the Conveyor to transmit to or from a third party, it is agreed that the Conveyor Unit shall use its best efforts to transmit an amount that closely approximates the stated amount, but only if (i) the quality of the water is satisfactory, (ii) the conveyance does not negatively impact the Conveyor Unit's water service to its customers, (iii) the Buyer/Seller Unit is in compliance with the terms of its contract with the Conveyor Unit, including payment, and (iv) the Buyer/Seller Unit has the appropriate water sales agreement(s) in place with any other third party(s) participating in the sale, purchase, or conveyance of the water.
- d. Nothing in this Agreement requires the Conveyor Unit to pay for the water.
- e. Except to the extent that the Conveyor Unit is paid for the costs of conveying the water by a third party, the Buyer/Seller Unit shall pay the Conveyor Unit for the costs of conveying of the water, which may include pumping, valve operation, meter-reading, flushing, treatment, and administration of the transmission. Section 10 (Water Charges and Billing) addresses payment matters.

7. Installation, Ownership and Maintenance of Facilities.

- a. Exhibit 2 shows interconnection points and meter locations between the Apex and Holly Springs water systems, and their ownership, all as of January 1, 2021.
- b. This Agreement does not prohibit either Unit from installing Facilities within the Service Area of the other Unit (as a limited exception to the Service Area restrictions in section 4) for the purpose of providing water and/or sewer service to the installing Unit's customers. These Facilities shall not be used to serve customers located within the other Unit's Service Area, except by written agreement between Apex and Holly Springs. The installing Unit shall receive the written approval of the Unit that has jurisdiction over the area prior to any installation, and such approval shall not be unreasonably withheld. The Holly Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Apex town manager has authority to make such agreements on behalf of Apex. Such written agreements are intended solely to allow for extremely limited Service or temporary service and shall not be construed or implied to alter the Boundary Line, which may be altered only pursuant to written agreement as allowed by other provisions of this Agreement. The Facilities installed pursuant to this section are subject to subsection (d) below.
- c. Holly Springs shall own and be responsible for the operation and maintenance of all Facilities located on the Holly Springs side of the interconnection points shown in Exhibit 2. Apex shall own and be responsible for the operation and maintenance of all Facilities located on the Apex side of the interconnection points shown in Exhibit 2. See subsection (b) and other subsections of this section for exceptions.
- d. It is agreed that Apex or Holly Springs may build, in the other Unit's system, Facilities that facilitate the transfer of water to the building Unit's water system, but only if those Facilities are first approved by the other Unit and are built according to specifications required for the system where those Facilities are constructed. Holly Springs and Apex shall agree as to installation, ownership and maintenance of any future interconnection

Facilities, including meters. The Holly Springs town manager has authority to make such agreements on behalf of Holly Springs, and the Apex town manager has authority to make such agreements on behalf of Apex, provided that the agreements shall make the decision as to installation, ownership and maintenance so as to allow for economical and efficient operation of the interconnection Facilities.

8. Installation of Other Facilities.

- a. When either Unit installs Facilities that are meant to facilitate interconnection, it may, by entering into an agreement pursuant to Section 7 (d), build parallel Facilities for the other Unit to facilitate efficiency in construction. The details of cost and payment for any such additional Facilities shall be included in such agreement.

- 9. Water Use Restrictions.** During any time that a Unit has water use restrictions in effect and is supplying water as Seller to the other Unit as Buyer pursuant to this Agreement, the Seller may request that the Buyer impose water use restrictions at least equal to those being imposed by the Seller, or at least equal to those that would be imposed by the Seller if the Buyer's Service Area were undergoing water shortage conditions similar to those in the Seller's Service Area. If Buyer does not comply with such request, the Seller may withhold some or all of the Amount Requested until such restrictions are placed into effect. The water use restrictions referred to in this section include year-round water conservation measures as well as voluntary or mandatory water use restrictions implemented during a water shortage.

10. Water Charges and Billing.

- a. Rate. Each Unit's Base Rate shall be defined as the base or lowest tier single-family residential rate for locations within the Unit's corporate limits in effect at the time the water service is furnished. If a Unit changes its rate structure so that it no longer has a rate that is a base or lowest tier single-family residential rate, the lowest rate that is applied to most residential households in the Unit's corporate limits will be deemed to be its base single-family residential rate. For purposes of that determination, a household is the person being billed for water.
 - i. The price that either Unit as Buyer shall pay the other Unit as Seller shall be the Seller's Base Rate.
 - ii. The price that either Unit as Buyer/Seller shall pay the other Unit as Conveyer shall be 5 percent of the Conveyer's Base Rate.
- b. Billing when one Unit is Buyer and the other Unit is Seller.
 - i. The Net Balance is defined as the net amount of water, in gallons, on the last day of the month, supplied from one Unit to the other under this Agreement since the last invoice was paid by either Unit. Purchases and sales shall be offset against each other in order to calculate the Net Balance. A Unit is a "debtor" when it has a positive Net Balance of purchased water from the other Unit. A Unit is the Invoicing Unit when it has a positive Net Balance of sold water to the other Unit.
 - ii. The Invoicing Unit shall have the option to request water from the Unit that is the debtor in order to reduce the Net Balance, instead of invoicing the Unit that is the debtor, unless the Net Balance would result in an invoice that is greater than \$300,000 or the invoice is for the period ending June 30. Such request for water

will be made in writing by the Invoicing Unit and agreed to in writing by the debtor Unit and shall not be subject to subsection (d).

- iii. If the Invoicing Unit elects to invoice the debtor Unit, the invoice will be based on the Net Balance of water transferred pursuant to this Agreement, and the debtor Unit will be the Invoiced Unit.
- c. Billing when one Unit is Buyer or Seller and the other Unit is Conveyor. The Buyer/Seller Unit is the Invoiced Unit and the Conveyor Unit is the Invoicing Unit.
- d. Payment. The Invoiced Unit shall pay the Invoicing Unit pursuant to this Agreement. The Invoicing Unit shall invoice on a monthly basis, except as provided in subsection (b) above. The Invoicing Unit shall add a late payment fee of one (0.75%) percent per month to the amount due for any payment made more than 30 days after the billing date.

11. Intermittent Water Sales. Apex and Holly Springs recognize that, from time to time, because of changes in operation, installation of Facilities, emergencies, or problems, each Unit may need to buy water, even though the Unit is acting expeditiously to take care of the situation. Under these circumstances, the Holly Springs town manager has authority to make agreements to sell or to buy water on behalf of Holly Springs, and the Apex town manager has authority to make agreements to sell or to buy water on behalf of Apex. The authority of the respective managers to make those agreements applies only to the extent that the manager of the Buyer Unit finds that the circumstances described in the first sentence of this section apply. No such agreement may authorize the furnishing of water for a period greater than one year.

12. Determination of Quantity Supplied. The amount of water a Unit as Seller supplies to a Unit as Buyer for which the Buyer shall pay the Seller shall be measured by the Seller's meter located at or near the interconnection point between the Seller and Buyer's systems. The Seller shall quantify the amount of water supplied to the buyer using their respective SCADA system. When one Unit acts as Buyer or Seller and the other Unit acts as Conveyor, the Buyer/Seller Unit is responsible for making sure the daily quantity of water conveyed is reported to the Conveyor. The Conveyor Unit may also meter the amount of water conveyed and may base invoices on that amount pursuant to section 10.

13. Right to Suspend or Reduce Supply of Water.

- a. A Unit acting as either Seller or Conveyor may withhold, reduce, or suspend the supply of water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Seller Unit determines reduce either the amount of water available for sale or the Seller Unit's ability to supply such water.
- b. A Unit acting as Seller may suspend supplying water to the Buyer as long as the Buyer is in breach of its obligation to pay the Seller for water.
- c. A Unit acting as Seller or Buyer in a transaction where the other Unit is acting as Conveyor may withhold, suspend, or terminate supplying water at any time without liability to the Unit acting as Conveyor for such suspension or termination.
- d. A Unit acting as Buyer may require the Unit acting as Seller to withhold, reduce, or suspend supplying water in the event of emergencies, water shortages, equipment problems, or other events or conditions that the Buyer Unit determines reduce the amount of water needed by the Buyer or the Buyer Unit's ability to receive the water.

14. Regulatory Compliance.

- a. Seller Unit responsible for treatment of water; Buyer Unit responsible for approvals and compliance. A Unit that sells water to the other understands that the Buyer Unit is not expected to treat the water before it is consumed by the Buyer Unit's customers. When a Unit as Seller supplies water to the other Unit as Buyer, the Seller shall secure, or cause to be secured, all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the quality and treatment of the water.
- b. Buyer Unit responsible for transfer. When a Unit as Seller supplies water to the other Unit as Buyer, the Buyer shall secure, or cause to be secured, all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the conveyance of the water.
- c. Unit as Conveyer may require assurances. When a Unit as Buyer or Seller requests the other Unit to act as Conveyer, the Conveyer Unit may require the requesting Unit or the third party Seller or Buyer to secure, or cause to be secured, all necessary Federal and State approvals and to comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the transfer of the water. If the prospective Conveyer Unit does not obtain assurances relating to the preceding sentences in this subsection (c) that it finds to be satisfactory, it may refuse to act as Conveyer.

15. Cary-Apex Interlocal Agreement. Apex represents that the Town of Cary ("Cary") is a tenant-in-common with Apex in the Cary/Apex Water Treatment Facility upon terms set forth in an interlocal agreement between Cary and Apex dated July 1, 2017 ("Cary-Apex Interlocal Agreement"), which addresses the ownership, operation and maintenance of the Cary-Apex Water Treatment Plant and the Cary-Apex Interlocal Agreement provides that Cary must be notified before Apex may sell water to another Party. Nothing in this Agreement is intended to or shall require Apex to violate any provisions of the Cary-Apex Interlocal Agreement, including provisions regarding Cary's rights and ability to receive water from the Cary/Apex Water Treatment Facility.

16. Appointment of Personnel. The Holly Springs Town Manager shall designate persons to carry out Holly Springs' obligations under this Agreement. The Apex Town Manager shall designate persons to carry out Apex's obligations under this Agreement.

17. Termination. This Agreement may be terminated by written agreement of both Units. Either Unit may terminate this Agreement because of substantial breach of this Agreement by the other Unit, provided that the terminating Unit has given 90 days' written notice to the breaching Unit and the breaching Unit has not cured the breach during that period. Either Unit may terminate this Agreement without cause provided that the terminating Unit has given 180 days' written notice to the other Unit. This section does not limit the Parties' rights to enforce this Agreement through any other action or remedy. Whether this Agreement terminates as provided in section 3 or earlier, it is agreed that on termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

18. Breach and Default. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

19. Notices. Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

Town of Apex
PO Box 250
Apex, North Carolina 27502-250
Attention: Town Manager

With copies to the Water Resources Director

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Attention: Town Manager

With copies to the Engineering Director

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

20. Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the parties.

21. Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

(a) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such

Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

- 22. Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.
- 23. No Waiver of Non-Compliance with Agreement.** No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 24. Governing Law.** The parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.
- 25. Assignment.** Neither Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.
- 26. Liability of Officers and Agents.** No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.
- 27. Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
- 28. Verification of Work Authorization.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
- 29. No third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

30. Time. Time is of the essence in this Agreement and each and all of its provisions.

31. Further Assurances/Corrective Instruments; Good Faith/Due Diligence. The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

IN TESTIMONY WHEREOF, the Town of Apex and the Town of Holly Springs, both pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SEAL]

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By: _____
Randy J. Harrington, Town Manager

Date: _____

Attest:

Linda C. McKinney, Town Clerk

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

Antwan Morrison, Interim Finance Director
Town of Holly Springs

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This ____ day of _____, 2021, personally came before me, a Notary Public in and for the said County and State, _____, who, being by me duly sworn, says that she is the Town Clerk of the Town of Holly Springs, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by _____, as _____ of said Town, sealed with its seal, and attested by herself as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day _____, 2021.

[Signature of Notary Public]

My Commission Expires: _____

[SEAL]

TOWN OF APEX, NORTH CAROLINA

By: _____
Catherine Crosby, Town Manager

Date: _____

Attest:

Donna B. Hosch, Town Clerk

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

By: _____
Vance Holloman, Finance Officer
Town of Apex

ACKNOWLEDEMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This ____ day of _____, 2021, personally came before me, a Notary Public in and for the said County and State, Donna B. Hosch, who, being by me duly sworn, says that she is the Town Clerk of the Town of Apex, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by Catherine Crosby, as Town Manager of said Town, sealed with its seal, and attested by herself as the Town Clerk.










Witness my hand and official stamp or seal, this ____ day _____, 2021.

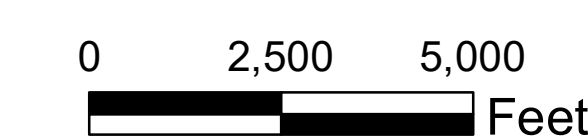
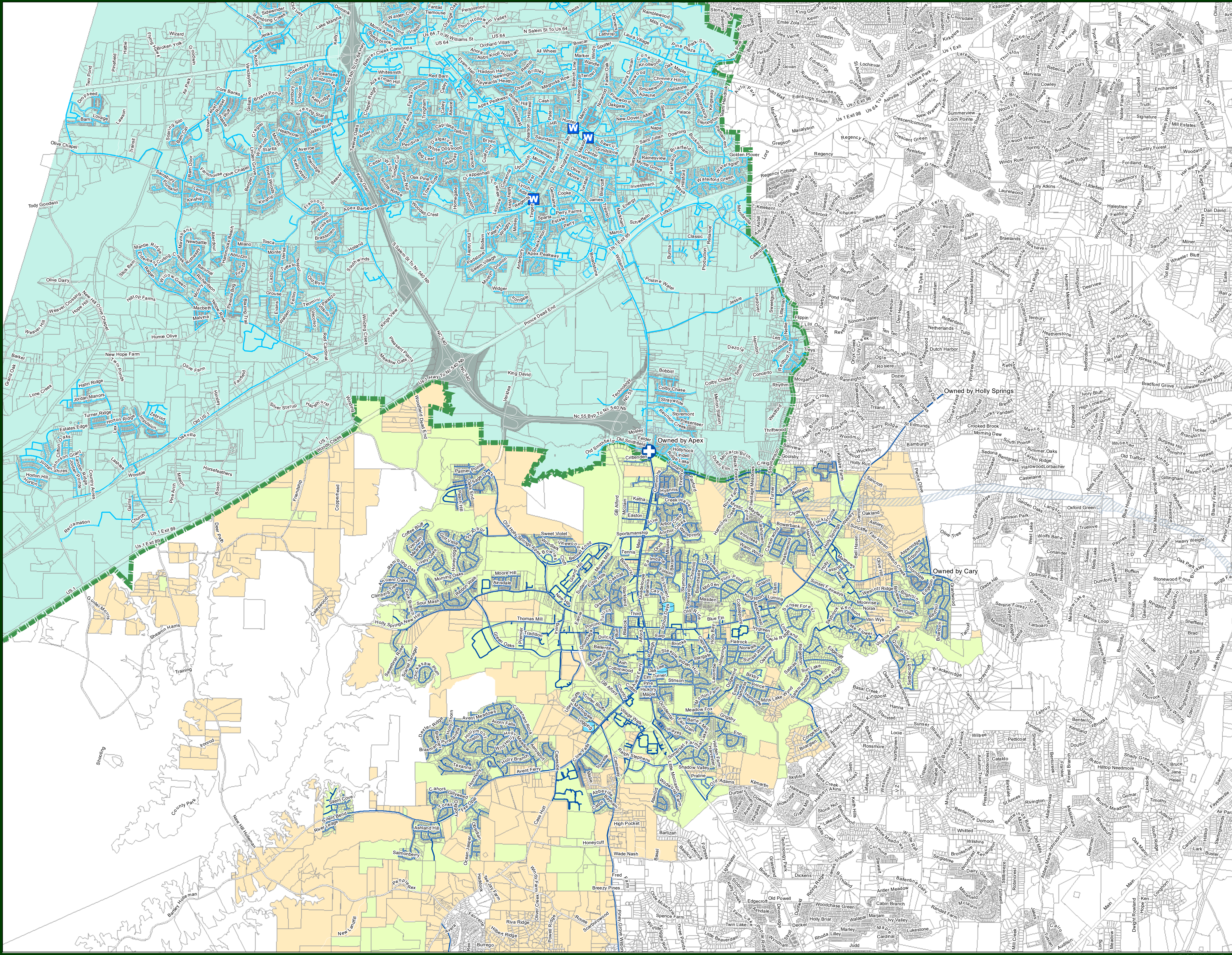
[Signature of Notary Public]

My Commission Expires: _____

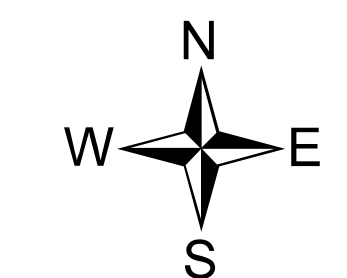
Mutual Aid Agreement with The Town of Apex Exhibit 1

Legend

-  **Apex Elevated Water Tanks**
-  **Interconnection**
-  **Elevated Water Tank**
-  **Holly Springs Waterlines**
-  **Apex Water Mains**
-  **ApexServiceBoundary**
-  **ApexLandUseBoundary**
-  **Holly Springs Limits**
-  **Holly Springs ETJ**



1 inch = 2,500 feet
January 2021 Update







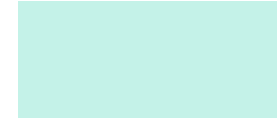




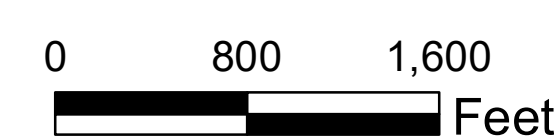
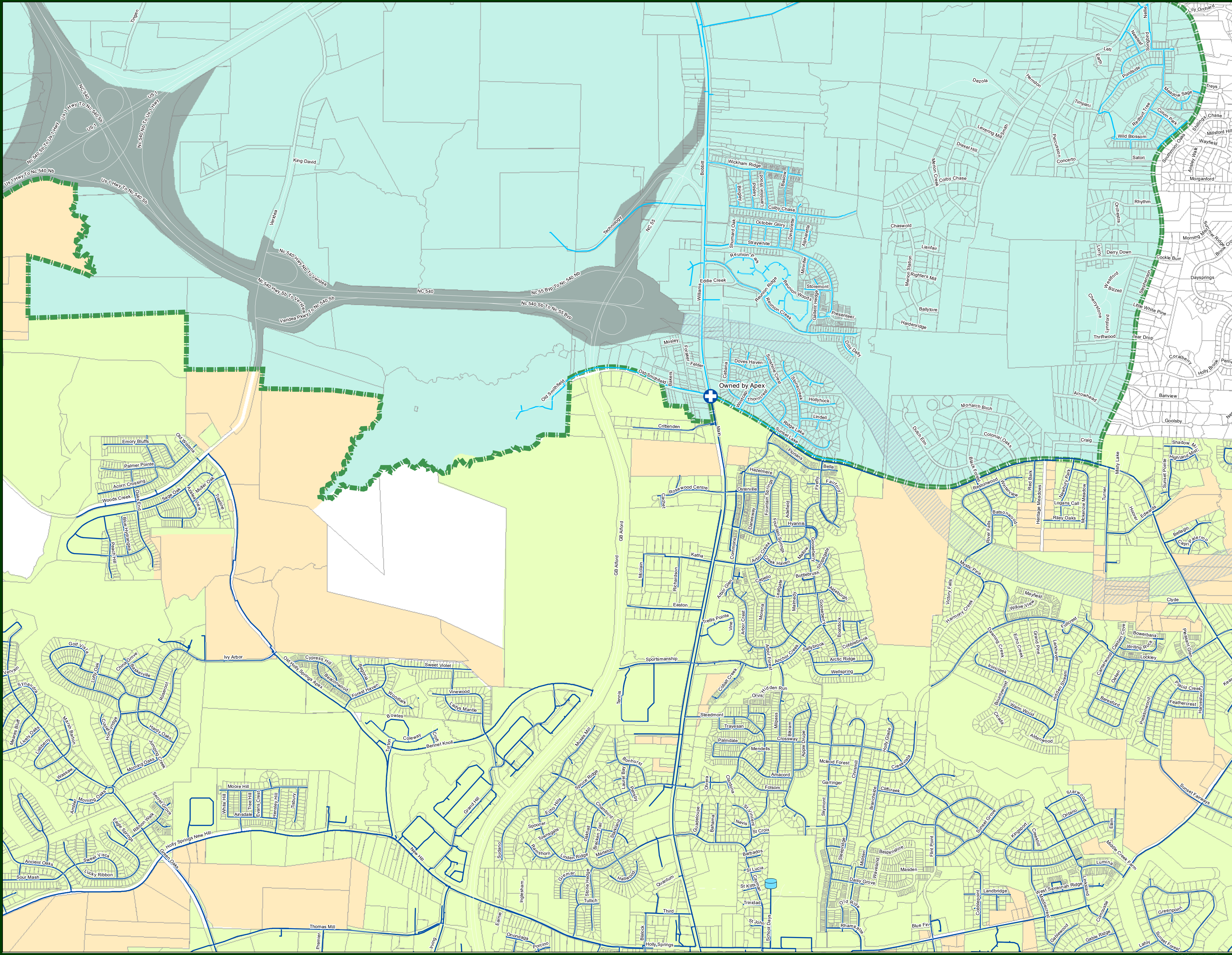
For More Information Contact:
Town of Holly Springs
Engineering Department
P.O. Box 8
Holly Springs, NC 27540
919.557.3938
www.hollyspringsnc.us

The Town expressly denies any and all responsibility for errors, if any, in the information/data or for the misuse of the information/data by the user or anyone else. The user understands that he or she should verify the accuracy of the information/data before using it.

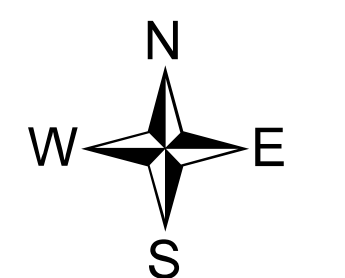
Mutual Aid Agreement with The Town of Apex Exhibit 2

Legend

-  **Apex Elevated Water Tanks**
-  **Interconnections**
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1 inch = 800 feet
January 2021 Update



For More Information Contact:
Town of Holly Springs
Engineering Department
P.O. Box 8
Holly Springs, NC 27540
919.557.3938
www.hollyspringsnc.us

The Town expressly denies any and all responsibility for errors, if any, in the information/data or for the misuse of the information/data by the user or anyone else. The user understands that he or she should verify the accuracy of the information/data before using it.