

STATE OF NORTH CAROLINA)
)
WAKE COUNTY)

TRANSPORTATION INFRASTRUCTURE
REIMBURSEMENT AGREEMENT

This TRANSPORTATION INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is entered into this the ____ day of _____, 2026, by and between the TOWN OF HOLLY SPRINGS, NORTH CAROLINA, a municipal corporation organized and existing under the laws of the State of North Carolina (“**Holly Springs**”), 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 Holly Springs desire to provide safe and efficient transportation infrastructure in the areas within and proximate to their corporate boundaries;

WHEREAS, Holly Springs is willing and able to improve the Middle Creek Greenway crosswalk on Sunset Lake Road (the “**Crosswalk**”), located within the corporate boundaries of Apex and Holly Springs at the municipal boundary agreement line which runs along Sunset Lake Road, for the purpose of enhancing the safety of the Crosswalk;

WHEREAS, the project to design and install a pedestrian hybrid beacon mounted on metal poles (the “**Improvements**”) at the Crosswalk has been contemplated by both Parties and Apex has allocated \$100,000 in its budget for fiscal year 2027 to support this project which will be completed by Holly Springs;

WHEREAS, Apex and Holly Springs as neighbors in the region collaborate on providing safe and efficient transportation infrastructure to their residents and visitors;

WHEREAS, Apex is agreeable to reimburse Holly Springs for a portion of the Improvements; and

WHEREAS, this Agreement is authorized by N.C.G.S. § 160A-296 and § 160A-461.

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 Apex to reimburse Holly Springs for a portion of the Improvements expenses, including expenses for design, acquisition of property rights, and construction.
2. COMPENSATION: Apex shall pay to Holly Springs up to fifty percent (50%) of the total cost of the Improvements, or the total sum of one hundred thousand dollars (\$100,000.00), whichever is less. Payment shall be made within thirty (30) days of receipt of an invoice from Holly Springs. Invoices for payment shall include documentation that the project is completed and that North Carolina Department of Transportation has accepted the beacon signal for perpetual

maintenance.

3. DELAY BEYOND THE CONTROL OF THE PARTIES. Neither Holly Springs 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 Holly Springs shall be:

Attn: Randy Harrington, Town Manager
Town of Holly Springs
PO Box 8
Holly Springs, NC 27540

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 Wake 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

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

Jonathan Griffin, Finance Director

Date

HOLLY SPRINGS, Town of Holly Springs

Randy Harrington, Town Manager

Date