

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: North Carolina Railroad Company VENDOR # 10-11847

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Print Name E-Mail Address  
TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other

SCOPE OF WORK: Building Rent of 122 Stone Park Ct. OES Fleet Building

CONTRACT AMT: \$63,905.30 CONTRACT TERM: 07/01/2025 - 04/30/2026 RFP/IFB/RFQ#: N/A  
from: \$ 31,952.65

FUNDING SOURCE/TITLE: County State Federal Title/Name of Grant Funds

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1									
2	1001010000	4330100000	5200120100			0026	31,952.65		
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES NO X  
Signature: Date: COUNTY ATTORNEY  
Contract Requires BOCC Approval? YES NO X Date of BOCC Approval: 1/22/24  
Reviewing Attorney: Date:

REQUISITIONER DocuSigned by: prior approval  
DocuSign E-Signature: Megan Deaton Date: 11/25/2025 | 9:18 AM EST  
Print Name/E-Mail: Megan Deaton / mdeaton@dconc.gov  
PURCHASING MANAGER DocuSigned by: Jonathan Hawley Date: 11/24/2025 | 5:04 PM EST  
DocuSign E-Signature: 966FC9C0F47B48B

DEPARTMENT HEAD OR DESIGNEE DocuSigned by: Marc Ferguson Date: 11/25/2025 | 10:01 AM EST  
DocuSign E-Signature: 75F4492BD874C0  
Print Name/Title: Marc Ferguson / Business Operations Officer  
E-Mail Address: mrferguson@dconc.gov  
CHIEF FINANCIAL OFFICER DocuSigned by: Crystal Wright Date: 11/25/2025 | 10:24 AM EST  
DocuSign E-Signature: 64D5F27463AF4D4

Additional Comments/Instructions by Department:  
Extend FR26-121 through April 30th  
\$6,390.53 per month (\$5,792.48 rent + \$598.05 TICAM). This will be for an additional 5 months, December through April for a total of \$31,952.65 additional for total of \$63,905.30

COUNTY MANAGER DocuSigned by: Claudia O. Hager Date: 11/28/2025 | 3:51 PM EST  
DocuSign E-Signature: 2B34CE2253F7468

CLERK TO THE BOARD  
Date:  
DocuSign E-Signature

FUNDS RESERVATION# 26-121

Purchasing Comments: COMP

IS&T DEPT  
Date:  
DocuSign E-Signature



COUNTY OF DURHAM

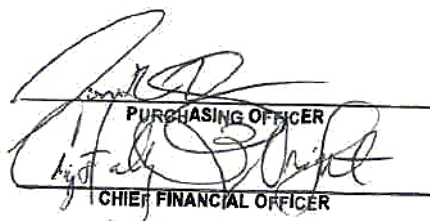

Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

## Funds Reservation 2600000121

<b>General Data</b>			
Company code	DCNC	Document date	07/29/2025
		Posting date	07/29/2025
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/25-04/30/26		
Overall Amount	63,905.30 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
\$6,390.53 PER MONTH (\$5,792.48 RENT + \$598.05 TICAM) RENT THROUGH NOVEMBER 2025.			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	31,952.65 USD		
Open amount	0.00 USD		
To approve	0.00 USD		

<b>Document item 002</b>	
Text	EMS FLEET FACILITY @ 122 STONE PARK CT
ADDED LINE 02. INCREASE BY \$31,952.65. TOTAL CONTRACT AMOUNT \$63,905.30. EXTENDED TERM TO 04/30/26.	
\$6,390.53 PER MONTH (\$5,792.48 RENT + \$598.05 TICAM) DECEMBER 2025 - APRIL 2026 . EFF 11/13/25	

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER



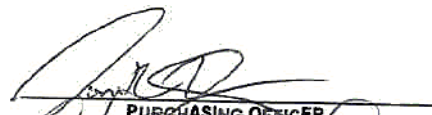
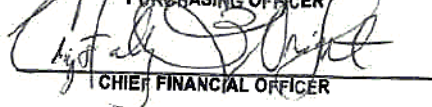
COUNTY OF DURHAM

Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2600000121

<b>General Data</b>			
Company code	DCNC	Document date	07/29/2025
		Posting date	07/29/2025
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/25-04/30/26		
Overall Amount	63,905.30 USD		
To Approve	0.00 USD		

Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	31,952.65 USD		
Open amount	31,952.65 USD		
To approve	0.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER

**ATTACHED FOR REFERENCE**

**NORTH CAROLINA RAILROAD COMPANY**

**FY26 Initial Encumbrance Request**

**Date: 07/01/25**





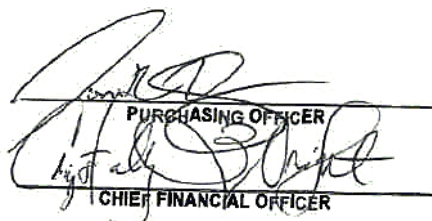

## COUNTY OF DURHAM

Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

# Funds Reservation 2600000121

<b>General Data</b>			
Company code	DCNC	Document date	07/29/2025
		Posting date	07/29/2025
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/25-11/30/25		
Overall Amount	31,952.65 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
\$6,390.53 PER MONTH (\$5,792.48 RENT + \$598.05 TICAM) RENT THROUGH NOVEMBER 2025.			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	31,952.65 USD		
Open amount	31,952.65 USD		
To approve	0.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER

**From:** [Mitchell, Nancy](#)  
**To:** [Ferguson, Marc R.](#); [Gudge, Angela](#)  
**Cc:** [DeShazo, Tracey](#)  
**Subject:** RE: Stone Park Rent Contract  
**Date:** Tuesday, February 25, 2025 12:46:47 PM  
**Attachments:** [Original Lease 020116 to 013121.pdf](#)  
[image003.png](#)  
[FR 25-096 North Carolina Railroad Company Increase Request 073024.pdf](#)  
[Durham County EMS Monthly CAM Charge.msg](#)

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Section 23 of the base lease refers to holding over. The rent continues at the same rate as when the holdover period begins. I am attaching an email from NCRR regarding a reduction in CAM charges for this year. Please make sure you are encumbering the correct amount based on this information.

Thank you,  
Nancy

**Nancy Mitchell | Sr. Real Estate Officer**



[NMitchell@dconc.gov](mailto:NMitchell@dconc.gov)  
201 East Main Street, 5<sup>th</sup> Floor  
Durham, North Carolina 27701  
Office (919) 560-0079 | Mobile (919) 720-1930

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**From:** Ferguson, Marc R. <[mrferguson@dconc.gov](mailto:mrferguson@dconc.gov)>  
**Sent:** Tuesday, February 25, 2025 12:05 PM  
**To:** Gudge, Angela <[agudge@dconc.gov](mailto:agudge@dconc.gov)>; Mitchell, Nancy <[nmitchell@dconc.gov](mailto:nmitchell@dconc.gov)>  
**Cc:** DeShazo, Tracey <[tdeshazo@dconc.gov](mailto:tdeshazo@dconc.gov)>  
**Subject:** RE: Stone Park Rent Contract

From my understanding we were going month to month. [@Mitchell, Nancy](#) are you able to advise on how to get this FR extended? Do we have pricing from them for the month to month pricing? I could use that to extend our FR

**Marc Ferguson, MHS, EMT-P, CAPO**  
Business Operations Supervisor  
EMS Privacy Officer



201 E. Main St. 6<sup>th</sup> Floor  
Durham, North Carolina 27701  
Office (919) 560-8238 | Cell (919) 475-4533  
[mrferguson@dconc.gov](mailto:mrferguson@dconc.gov)

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**From:** Gudge, Angela <[agudge@dconc.gov](mailto:agudge@dconc.gov)>  
**Sent:** Tuesday, February 25, 2025 12:03 PM  
**To:** Ferguson, Marc R. <[mrferguson@dconc.gov](mailto:mrferguson@dconc.gov)>  
**Cc:** DeShazo, Tracey <[tdeshazo@dconc.gov](mailto:tdeshazo@dconc.gov)>  
**Subject:** Stone Park Rent Contract  
**Importance:** High

Hi Marc,

FR 25-096 for North Carolina Railroad goes upto January 2025 (so the FR is exhausted with last month's posting). February 2025 rent is due. Finance did not sent a payment because we have no contract in place.

Are we going to get a contract since we have to move soon?

How do we resolve this open matter? We would need to communicate with them regarding the past due payment for February 2025.

Thank you,

Angela Gudge | Accounting & Finance



*A Skilled, Innovative, and Integrated Public Safety Partner*

**Durham County Government**

**Office of Emergency Services**

201 E. Main St., 6<sup>th</sup> Floor

Durham, North Carolina 27701

Office Direct (919)560-0665 Office Mobile (919)257-9022

Email: [agudge@dconcgov](mailto:agudge@dconcgov) Fax: 919-328-6080

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

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**ATTACHED FOR REFERENCE**

**North Carolina Railroad Company**

**Revised Encumbrance for FY25**

**Date: 03/26/25**



## COUNTY OF DURHAM

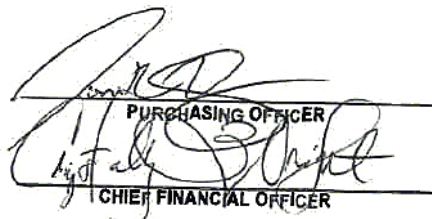
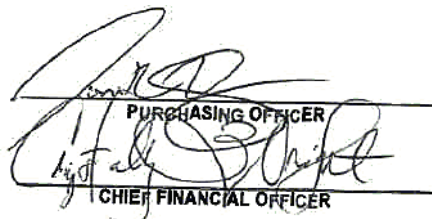
Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

# Funds Reservation 2500000096

<b>General Data</b>			
Company code	DCNC	Document date	07/17/2024
		Posting date	07/17/2024
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/24-06/30/25		
Overall Amount	76,686.36 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
CORRECTED MONTHLY PAYMENT INFORMATION FOR FY25 IS BELOW			
07/01/24- 01/31/25 (7 MONTHS)			
\$6,390.53 PER MONTH (\$5,792.48 RENT + \$598.05 TICAM)			
INCREASE BY \$1,313.06 FOR A TOTAL ENCUMBRANCE OF \$44,733.71.			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	44,733.71 USD		
Open amount	0.00 USD		
To approve	0.00 USD		

<b>Document item 002</b>	
Text	EMS FLEET FACILITY @ 122 STONE PARK CT
ADDED LINE 02.	
\$6,390.53 PER MONTH (\$5,792.48 RENT + \$598.05 TICAM)	
EXTENDING THROUGH END OF FY (ADDITIONAL 5 MONTHS). TOTAL CONTRACT AMOUNT	
\$76,686.36. EFF 03/26/25.	

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER



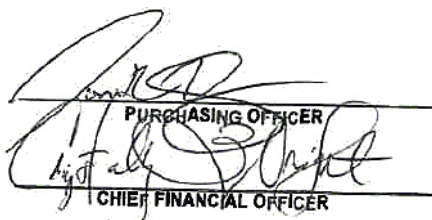
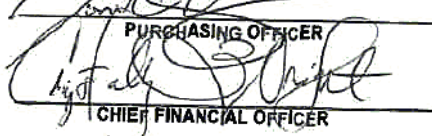
## COUNTY OF DURHAM

Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

# Funds Reservation 2500000096

<b>General Data</b>			
Company code	DCNC	Document date	07/17/2024
		Posting date	07/17/2024
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/24-06/30/25		
Overall Amount	76,686.36 USD		
To Approve	0.00 USD		

Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	31,952.65 USD		
Open amount	31,952.65 USD		
To approve	0.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER

**ATTACHED FOR REFERENCE**

**North Carolina Railroad Company**

**Initial Encumbrance for FY25**

**Date: 07/01/24**



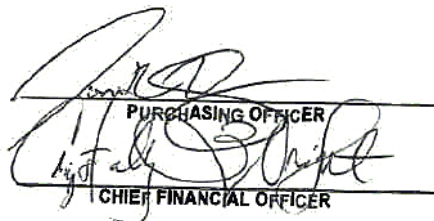

COUNTY OF DURHAM

Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2500000096

<b>General Data</b>			
Company code	DCNC	Document date	07/17/2024
		Posting date	07/17/2024
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/24-01/31/25		
Overall Amount	43,420.65 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
FY25 -ENCUMBRANCE FOR 07/01/24- 01/31/25 (7 MONTHS)			
\$6,202.95 PER MONTH (\$5,623.77 RENT + \$579.18 TICAM)			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	43,420.65 USD		
Open amount	43,420.65 USD		
To approve	0.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER



# **Attached for Reference**

**North Carolina Railroad Company**

First Amendment to Commercial Lease (FY24)

Dated: 02/01/24

DocuSign Envelope ID: 2F151816-ED77-4BD3-8315-E270DC019D6C  
N.C.G.S. §65-25 et. seq. and further agrees to require its  
subcontractors to comply as applicable.

**COUNTY OF DURHAM**

Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051 (Telephone); 919-560-0057 (Fax)

## Funds Reservation 2400000182

<b>General Data</b>			
Company code	DCNC	Document date	08/07/2023
		Posting date	08/07/2023
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 02/01/24-01/31/25		
Overall Amount	75,373.30 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
<u>FY24 - ENCUMBRANCE FOR 07/01/23-01/31/24 (7 MONTHS @ \$6,202.95)</u>			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	43,420.65 USD		
Open amount	31,014.75 USD		
To approve	0.00 USD		

<b>Document item 002</b>			
Text	OES FLEET FACILITY @ 122 STONE PARK CT		
ADDED LINE 02. INCREASE BY \$31,952.65.			
<u>ENCUMBRANCE FOR 02/01/24 - 06/30/24 (5 MONTHS @ \$6,390.53)</u>			
<u>TOTAL ENCUMBRANCE \$75,373.30 EFF 02/01/24</u>			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	31,952.65 USD		
Open amount	31,952.65 USD		
To approve	0.00 USD		

**PURCHASING OFFICER**  
  
**CHIEF FINANCIAL OFFICER**



North Carolina  
Durham County

**CERTIFICATION**

I, Monica W. Wallace, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved the lease extension for the OES Fleet Maintenance Facility located at 122 Stone Park Court for one year at an annual lease rate of \$76,686.36 and authorized the County Manager to execute all related documents to effect this lease agreement.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 22nd day of January 2024.



MONICA W. WALLACE  
Clerk to the Board of County Commissioners



**Alignment with Strategic Plan:** The attached Lease Renewal supports Goal 1 "Community Empowerment and Enrichment," and Goal 5 "Accountable, Efficient and Visionary Government."

**Resource Persons:** Nancy Mitchell, Senior Real Estate Officer; Peri Manns, Deputy Director Engineering and Environmental Services.

**County Manager's Recommendation:** The County Manager recommends that the Board approve and authorize execution of a Lease Renewal with Cato of North Carolina, LLC to operate a retail enterprise in the Shoppes at Hope Valley located at 3825 South Roxboro Street, Suite 129, in accordance with the terms and conditions as set forth in the Lease Agreement and Lease Renewal attached to this agenda item.

**Attachments:** Cato DurhamFirstAmend-Final  
2003-03.18 Cato - Lease

**24-0037** **Approval of One Year term Lease Renewal between North Carolina Railroad (NCR) and Durham County for OES Fleet Maintenance Facility at 122 Stone Park Court in the amount of \$76,686.36**

**Agenda Text:** The Board is requested to approve the lease extension for the OES Fleet Maintenance Facility located at 122 Stone Park Court for one year at an annual lease rate of \$76,686.36, and to authorize the County Manager to execute all related documents to effect this lease agreement.

Since 2016, the Durham County Office of Emergency Services has leased the facility at 122 Stone Park Court for the purpose of performing maintenance and repairs to the County's fleet of emergency services vehicles. In 2022, the NCR) acquired the property in furtherance of their project to realign the railroad adjacent to this parcel. That realignment project will require the relocation of our OES Maintenance Facility, and is expected to begin in 2025, although no specific timeline had been provided by NCR). Because of the impending relocation, this lease is for one year only, with the option to continue occupancy on a month-to-month basis until NCR) is ready to demolish the building. Staff continues to search for an alternative location suitable for this purpose.

**Alignment with Strategic Plan:** The attached Lease Renewal supports Goal 1 "Community Empowerment and Enrichment," and Goal 5 "Accountable, Efficient and Visionary Government."

**Resource Persons:** Nancy Mitchell, Senior Real Estate Officer; Peri Manns, Deputy Director Engineering and Environmental Services, Jay Gibson, P.E., CFM, Director of Engineering and Environmental Services

**County Manager's Recommendation:** The County Manager recommends that the Board approve the lease extension for the OES Fleet Maintenance Facility located at 122 Stone Park Court for one year at an annual lease rate of \$76,686.36,

## Board of County Commissioners

## Meeting Agenda

January 22, 2024

and to authorize the County Manager to execute all related documents to effect this lease agreement.

**Attachments:** Durham EMS Extension 1.08.24 DRAFT

**24-0039** **Approval to renew a Contract with Kontek Systems in the amount of \$117,084.00 to provide technology support for the Audio/Visual equipment located in County conference rooms.**

**Agenda Text:** The Board is requested to authorize the County Manager to approve a contract renewal with Kontek Systems in the amount of \$117,084.00 using IS&T's current fiscal year, 2023-2024 operational budget.

Durham County has 120 conference-court rooms across multiple buildings. Much of the equipment is no longer covered by warranty and many of the spaces utilize complex audio visual equipment. The IS&T department receives calls weekly for audio visual repair and assistance.

Kontek Systems is a local audio-visual integrator with their main office in downtown Durham. Kontek Systems is part of the University of North Carolina - Chapel Hill Multimedia Equipment, Integration/Installation, and Support Services University Term Contract #KONTEK/Y22AMW/111/RFP.

Renewal of this contract will allow seamless support of the County conference-court room audiovisual equipment. The contract also includes yearly maintenance, monthly statistical reporting, and covers repairs of broken equipment.

**Alignment with Strategic Plan:** Goal 5-Accountable Efficient and Visionary Government

**Resource Persons:** Greg Marrow, CIO; Tamara Minor, Senior IT Business Specialist

**County Manager's Recommendation:**

The County Manager recommends that the Board authorize the County Manager to approve the contract renewal with Kontek Systems in the amount of \$117,084.00 using IS&T's current fiscal year 2023-2024 operational budget. The County Manager also recommends the Board allow the County Manager to sign off on subsequent renewals, extensions, or amendments associated with this contract as necessary to continue services as required.

**Attachments:** Kontek -Enterprise AV - CP - 01-01-24 - 12-31-24  
Kontek AAF Supplemental Document - AV Support Services -01-11-24

**24-0041** **Approval of Capital Project Amendment No.24CPA00016 Appropriating \$1,090,600.00 of Fully Reimbursable Funding for the New Lincoln Community Health Center Parking Lot Expansion Capital Project (4730DC159); and Authorize the County Manager to**



Company Use Only  
File No. n\_du-008.B  
AC: t0005431

**FIRST AMENDMENT TO COMMERCIAL  
LEASE**

This **FIRST AMENDMENT TO COMMERCIAL LEASE** (this "First Amendment") is made effective as of the 1<sup>st</sup> day of February 2024 ("Effective Date") by and between **COUNTY OF DURHAM** ("Tenant"), a North Carolina county-level government, and **NORTH CAROLINA RAILROAD COMPANY**, a North Carolina corporation ("Landlord").

**RECITALS**

**WHEREAS**, in connection with the Commercial Lease by and between the Bull City Branch, LLC, and Tenant dated January 20, 2016 (the "Lease") (Attached as Exhibit A) which was assigned to Landlord on September 16, 2022 (Attached as Exhibit B), for certain premises located at 122 Stone Park Court, Durham, NC 27703 (the "Premises"); and

**WHEREAS**, Tenant exercised the Renewal Option for the last Renewal Lease Term under the Lease, extending the Expiration Date of the Lease to January 31, 2024; and

**WHEREAS**, Landlord and Tenant now desire to amend the Lease to extend the term and make other modifications as set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

1. The Term of the Lease is hereby extended for one year such that the Term now begins on February 1, 2024, and expires on January 31, 2025. Landlord and Tenant hereby agree that this Lease shall automatically renew on a month-to-month basis after its initial term. Either party may terminate this Lease with a ninety (90) day written notice.
2. The annual rental payable specified in Section 3 of the Lease for the period from February 1, 2024, through January 31, 2025, shall be [SEVENTY-SIX THOUSAND SIX HUNDRED EIGHTY-SIX AND 36/100 DOLLARS] Dollars (\$76,686.36) with a Monthly Rate of [SIX THOUSAND THREE HUNDRED NINETY AND 53/100 DOLLARS] Dollars (\$6,390.53). If the Lease transitions to a month-to-month basis, the monthly base rent shall increase by five percent (5%). (EXHIBIT C).
3. Except as expressly herein amended, all other provisions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment on the day and year first above set forth.

**LANDLORD:**

**NORTH CAROLINA RAILROAD COMPANY,**  
a North Carolina corporation

DocuSigned by:

By: Patricia Haver

6411B9D3CA0947F...

Name: Patricia Haver

Title: CCO

**TENANT:**

**COUNTY OF DURHAM**

DocuSigned by:

By: Dr. Kimberly J. Sowell

8EBF0A6C1C894E9...

Name: Dr. Kimberly J. Sowell

Title: County Manager

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

DocuSigned by:

Tiffany Murray

2F151816-ED77-4BD3-8315-E270DC019D6C

Tiffany Murray, Durham County Chief Financial Officer

**Exhibit C**  
**ANNUAL RENTAL**

The table in Section 3 of the Lease is modified as follows:

<b>Lease Year</b>	<b>From</b>	<b>Through</b>	<b>Annual Rate</b>	<b>Monthly Rate</b>
First Amendment	February 1, 2024	January 31, 2025	\$76,686.36	Base Rent: \$5,792.48  Property Tax: \$340.26  Insurance: \$140.58  Storm Water: \$117.20  Total: \$6,390.53
Month-to-Month	February 1, 2025	-	-	Base Rent: \$6,082.10  TICAM: To be determined based on the annual expenses



ATTACHED FOR REFERENCE PURPOSES

**North Carolina Railroad Company**  
Encumbrance for FY24

For: 07/01/23 -01/31/24

DocuSign Envelope ID: 2F151816-ED77-4BD3-8315-E270DC019D6C  
 N.C.G.S. §85-25 et. seq. and further agrees to require its  
 subcontractors to comply as applicable.

**COUNTY OF DURHAM**

Purchasing Division of the Finance Department  
 201 East Main Street 7th Floor, Durham NC 27701  
 919-560-0051(Telephone); 919-560-0057(Fax)

## Funds Reservation 2400000182

<b>General Data</b>			
Company code	DCNC	Document date	08/07/2023
		Posting date	08/07/2023
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/21 - 01/31/24		
Overall Amount	43,420.65 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STON43420.65E PARK CT		
<b>FY24 - ENCUMBRANCE FOR 07/01/23-01/31/24 (7 MONTHS @ \$6,202.95)</b>			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	43,420.65 USD		
Open amount	43,420.65 USD		
To approve	0.00 USD		

*Jonathan Kowles*  
 PURCHASING DIVISION  
*Crystal S. Smith*  
 CHIEF FINANCIAL OFFICER

# TICAM 3/1/23-2/29/24

DocuSign Envelope ID: 6B2F2DA9-6AD6-4960-86EE-2A9977

## Land Tax Allocation

## Durham EMS

Sq Occupied	29325
% of Total	25%

Tax on Land	\$	775.26
-------------	----	--------

Tax on Building	\$	3,294.14
-----------------	----	----------

<b>Total Tax</b>	<b>\$</b>	<b>4,069.40</b>
------------------	-----------	-----------------

<b>Storm Water Utility / Tax</b>	<b>\$</b>	<b>1,193.73</b>
----------------------------------	-----------	-----------------

<b>Insurance</b>	<b>\$</b>	<b>1,687.00</b>
------------------	-----------	-----------------

<b>Total Due</b>	<b>\$</b>	<b>6,950.13</b>
------------------	-----------	-----------------

<b>Monthly Amount</b>	<b>\$</b>	<b>579.18</b>
-----------------------	-----------	---------------

Fw: North Carolina Railroad Company - ... [Download](#) [Save to OneDrive](#) [Show email](#)

11:08 AM  
Nancy

**From:** Mitchell, Nancy  
**Sent:** Thursday, April 6, 2023 10:03 AM  
**To:** Gudge, Angela <agudge@dcnc.gov>  
**Subject:** RE: North Carolina Railroad Company - Assignment of Commercial Lease

Angela,

The dollar amount that needs to be encumbered includes the monthly rent plus the CAM charges for the period of March 1, 2023-June 30, 2023. There will need to be a new CCF submitted when the window opens to encumber funds for FY24. Please see the amounts to be encumbered below:

Lease Year	From	Through	Annual Rate	Monthly Rate
Lease Term 1	February 1, 2016	January 31, 2017	\$ 58,750.00	\$ 4,895.83
Lease Term 2	February 1, 2017	January 31, 2018	\$ 59,925.00	\$ 4,993.75
Lease Term 3	February 1, 2018	January 31, 2019	\$ 61,123.50	\$ 5,093.63
Lease Term 4	February 1, 2019	January 31, 2020	\$ 62,345.97	\$ 5,195.50
Lease Term 5	February 1, 2020	January 31, 2021	\$ 63,592.89	\$ 5,299.41
Option Year 1	February 1, 2021	January 31, 2022	\$ 64,864.75	\$ 5,405.40
Option Year 2	February 1, 2022	January 31, 2023	\$ 66,162.04	\$ 5,513.50
Option Year 2	February 1, 2023	January 31, 2024	\$ 67,485.28	\$ 5,623.77

Rent: \$5623.77 per month x 4 = \$24,495.08  
TICAM: \$579.14 per month = \$2316.72  
Total=\$24,811.80

Thank  
you,

Nancy Mitchell | Sr. Real Estate Officer



[NMitchell@dcnc.gov](mailto:NMitchell@dcnc.gov)  
201 East Main Street, 6th Floor  
Durham, North Carolina 27701  
Office (919) 560-6079 | Mobile (919) 748-0638

**From:** Gudge, Angela <agudge@dcnc.gov>  
**Sent:** Thursday, April 6, 2023 9:09 AM

Attached for Reference

**North Carolina Railroad Company**

FY23 Encumbrance

Dated: 07/01/22-06/30/23



DocuSign Envelope ID: 2F151816-ED77-4BD3-8315-E270DC019D6C  
 N.C.G.S. §65-25 et. seq. and further agrees to require its  
 subcontractors to comply as applicable.

**COUNTY OF DURHAM**

Purchasing Division of the Finance Department  
 201 East Main Street 7th Floor, Durham NC 27701  
 919-560-0051(Telephone); 919-560-0057(Fax)

## Funds Reservation 2300000397

<b>General Data</b>			
Company code	DCNC	Document date	09/13/2022
		Posting date	09/13/2022
<b>More Data</b>			
Text	COMMERCIAL LEASE RENEWAL 07/01/21 - 01/31/24		
Overall Amount	57,011.03 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
<p>LEASE AMENDMENT - REVISED VENDOR # FROM 10-16936 BULL CITY BRANCH LLC TO NORTH CAROLINA RAILROAD COMPANY 10-11847 DUE TO THE ASSIGNMET &amp; ASSUMPTION OF LEASES.ALL OTHER TERMS &amp; CONDITIONS REMAIN THE SAME. EFF 12/19/22.</p> <p>ACKNOWLEDGEMENT OF EXERCISE OF EXTENSION OPTION          REVISED TERM END DATE TO 01/31/24.          CONTRACT AMOUNT REMAINS THE SAME. EFF 01/25/23.</p> <p>ADDED \$6,202.95 FOR JUNE 2023. TOTAL CONTRACT AMOUNT \$57,011.03. ALL OTHER TERMS &amp; CONDITIONS REMAIN THE SAME.EFF 05/17/23.</p>			
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000011847	Vendor Name	NORTH CAROLINA RAILROAD COMPANY
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	57,011.03 USD		
Open amount	6,202.95 USD		
To approve	0.00 USD		

*Jonathan Lawrence*  
 PURCHASING OFFICER  
*Crystal Wright*  
 CHIEF FINANCIAL OFFICER

**TICAM 3/1/23-2/29/24**

DocuSign Envelope ID: 6B2F2DA9-6AD6-4960-86EE-2A9977

**Land Tax Allocation****Durham EMS**

Sq Occupied		29325
% of Total		25%
Tax on Land	\$	775.26
Tax on Building	\$	3,294.14
<b>Total Tax</b>	<b>\$</b>	<b>4,069.40</b>

<b>Storm Water Utility / Tax</b>	<b>\$</b>	<b>1,193.73</b>
----------------------------------	-----------	-----------------

<b>Insurance</b>	<b>\$</b>	<b>1,687.00</b>
------------------	-----------	-----------------

<b>Total Due</b>	<b>\$</b>	<b>6,950.13</b>
------------------	-----------	-----------------

<b>Monthly Amount</b>	<b>\$</b>	<b>579.18</b>
-----------------------	-----------	---------------

Fw: North Carolina Railroad Company - ... Download Save to OneDrive Show email

Nancy

From: Mitchell, Nancy  
Sent: Thursday, April 6, 2023 10:03 AM  
To: Gudge, Angela <agudge@dcnc.gov>  
Subject: RE: North Carolina Railroad Company - Assignment of Commercial Lease

Angela,

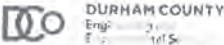
The dollar amount that needs to be encumbered includes the monthly rent plus the CAM charges for the period of March 1, 2023-June 30, 2023. There will need to be a new CCF submitted when the window opens to encumber funds for FY24. Please see the amounts to be encumbered below.

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Option Year 2	February 1, 2023	January 31, 2024	\$ 67,485.28	\$ 5,623.77

Rent: \$5623.77 per month x 4 = \$24,495.08  
TICAM: \$579.14 per month = \$2316.72  
Total=\$24,811.80

Thank  
you,

Nancy Mitchell | Sr. Real Estate Officer



[NMitchell@dcnc.gov](mailto:NMitchell@dcnc.gov)  
201 East Main Street, 5<sup>th</sup> Floor  
Durham, North Carolina 27701  
Office (919) 560-0079 | Mobile (919) 748-0838

From: Gudge, Angela <agudge@dcnc.gov>  
Sent: Thursday, April 6, 2023 9:09 AM



Attached for Reference

North Carolina Railroad Company

**Acknowledgement of Exercise of Extension Option**

Dated: 01/25/23

January 25, 2023

Durham County Attorney's Office  
200 E. Main Street  
Durham, NC 27701


North Carolina Railroad Company  
2809 Highwoods Blvd.  
Raleigh, NC 27604

**Re: ACKNOWLEDGEMENT OF EXERCISE OF EXTENSION OPTION** in connection with the Commercial Lease by and between the Bull City Branch, LLC, which was assigned to the North Carolina Railroad Company ("Landlord") on September 16, 2022, and Durham County ("Tenant") dated January 20, 2016 (the "Lease") for certain premises located at 122 Stone Park Court, Durham, NC 27703 (the "Premises")

Pursuant to Section 2 of the above-referenced Lease, this acknowledgement serves as formal confirmation that Tenant has exercised its option to extend the Lease for an additional period of One (1) year, with such extension term commencing on February 1, 2023 and expiring on January 31, 2024, subject to the terms of the Lease. The Base Rent for the premises during this extension term is set forth in Section 3 of the Lease. The parties further acknowledge that (i) subject to the terms of the Lease, Tenant has no remaining options to extend the term of the Lease; and (ii) the terms of the Lease remain in full force and effect. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease.

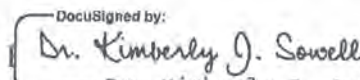
**LANDLORD**

North Carolina Railroad Company  
A North Carolina Corporation

DocuSigned by:  
  
C95BC8DBAB8C4D3... Haver  
Title: SVP Business Development

**TENANT**

Durham County, a political  
subdivision of the State of North Carolina

DocuSigned by:  
  
BEBF0401C89601... Kimberly J. Sowell  
Title: County Manager

Attached for Reference

Bull City Branch, LLC  
Lease Amendment

Dated: 12/19/22

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM****LEASE AMENDMENT**  
122 Stone Park Court

This **LEASE AMENDMENT** is made by and between the **COUNTY OF DURHAM**, hereinafter referred to as "Tenant," and **BULL CITY BRANCH, LLC**, hereinafter referred to as "Landlord," which amendment is effective this 19<sup>th</sup> day of December, 2022.

**WITNESSETH:**

**WHEREAS**, Landlord was the owner of a certain parcel of real property located at 122 Stone Park Court, Durham, North Carolina; and

**WHEREAS**, Landlord and Tenant entered into a Lease Agreement effective January 20, 2016 through January 31, 2021 with optional renewals through January 31, 2024 ("Lease Agreement"); and

**WHEREAS**, Landlord conveyed the real property to the North Carolina Railroad Company, hereinafter referred to as "Assignee," on September 16, 2022; and

**WHEREAS**, on or about September 16, 2022, Landlord and Assignee entered into an Assignment and Assumption of Leases between the Bull City Branch, LLC (Assignor) and North Carolina Railroad Company (Assignee) in which Assignee agrees to (i) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations, responsibilities, and liabilities of Assignor under or pursuant to the Leases, which accrue or arise from and after the Effective Date, and (ii) keep, perform and observe all of the covenants and conditions contained in the Leases on the part of Assignor to be kept, performed and observed, from and after the Effective Date. Said "Leases" referred to in the Assignment and Assumption of Leases include the Lease Agreement between Landlord and Tenant.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and pursuant to Sections 25, 29, and other applicable provisions of the Lease Agreement, the parties agree as follows:

1. All future lease payments and communications shall be made to:  
The North Carolina Railroad Company  
2809 Highwoods Blvd, Suite 100, Raleigh, NC 27604-1000.
2. Except for the changes made herein, the Original Lease Agreement shall remain in full force and effect to the extent not inconsistent with this Lease Amendment. In the event that there is a conflict between the Original Lease Agreement and this Amendment, this Amendment shall control.

**IN WITNESS WHEREOF**, the parties have expressed their agreement to these terms by causing this Lease Amendment to be executed by their duly authorized office or agent. This Lease Amendment shall be effective as of the date herein.

**Landlord: North Carolina Railroad Co.**

DocuSigned by:  
E Patricia Haver  
C96BCBDBAB8C4D3...  
Name: PATRICIA Haver  
Title: SVP Business Development

**Tenant: Durham County**

DocuSigned by:  
E Dr. Kimberly J. Sowell  
BE8FD0A6C1C89469...  
Dr. Kimberly Sowell, Durham County Manager

Attached for Reference

Bull City Branch, LLC and NC Railroad Company

Assignment & Assumption of Leases

Dated: 09/16/22



## ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES this "Assignment") is executed and delivered as of the 11 day of September, 2022 (the "Effective Date") by and between **Bull City Branch, L.L.C.**, a North Carolina limited liability company ("Assignor") and **North Carolina Railroad Company**, a North Carolina corporation ("Assignee").

### RECITALS

A. Assignee and Assignor have entered into that certain Contract for Purchase of Real Property as of even date herewith ("Purchase Contract"), in which Assignor has agreed to sell and Assignee has agreed to purchase the real property described on Exhibit A attached hereto and made a part hereof, and the improvements located thereon (collectively, the "Property").

B. Assignor has entered into certain leases for the use of the Property (collectively, together with all amendments, modifications, supplements, restatements and guarantees thereof, the "Leases") as shown on Exhibit B attached hereto and made a part hereof.

C. The Assignee has requested that Assignor assign its interests in the Leases to Assignee and to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Capitalized Terms.** Unless the context otherwise requires, all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the Purchase Contract.

2. **Assignment and Assumption.** As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee (without representation, warranty, or recourse) all of Assignor's right, title, claim, and interest as landlord in and to the Leases. As of the Effective Date, Assignee hereby accepts this Assignment and the rights and obligations contained herein, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the Leases and all the obligations, responsibilities, and liabilities, fixed and contingent, of Assignor thereunder, accruing or arising from and after the Effective Date. Assignee further hereby agrees to (i) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations, responsibilities, and liabilities of Assignor under or pursuant to the Leases, which accrue or arise from and after the Effective Date, and (ii) keep, perform and observe all of the covenants and conditions contained in the Leases on the part of Assignor to be kept, performed and observed, from and after the Effective Date.

3. **"As Is" Assignment.** Assignor executes this Assignment without any representation, warranty, or recourse, whatsoever. Assignor makes no representations or warranties, express or implied, with regard or respect to the Leases.

4. **General Provisions.** This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, without reference to the conflict of law provisions thereof. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

[Signatures on following page]

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the date first above written.

**ASSIGNOR:**

**Bull City Branch, L.L.C.,**  
a North Carolina limited liability company

By: 

Name: Thomas Matthew Bland

Title: 

**ASSIGNEE:**

**North Carolina Railroad Company,**  
a North Carolina corporation

By:   
DocuSigned by:  
60751202A5H06

Robert Dobronski

Name: \_\_\_\_\_

Title: \_\_\_\_\_

General Counsel



**EXHIBIT A**

Property Description

Being all of Lot 1, Stone Road Industrial Park, containing 4.686 acres, more or less, as same is shown on plat recorded in Plat Book 165, page 19, Durham County Registry.

**EXHIBIT B****Leases**

<u>Tenant</u>	<u>Current Base Rent</u>	<u>Term Expires</u>	<u>Option to Extend?</u>
Bland Landscaping	\$9,003.23	December 12, 2027	Yes; 5 years
Durham County	\$5,513.50	January 31, 2023	Yes; 1 year**

*\*\*The Acknowledgement of Exercise of Extension Option dated January 23, 2022, indicates that there were two (2) remaining one-year extension options, but that was in error. See both Section 3 of the lease and the Acknowledgement of Exercise of Extension Option dated January 14, 2021.*

Attached for Reference

Bull City Branch, LLC

FY23 Renewal Request

Dated: 07/01/22

7/1/22 to 2/28/23	8 months	Values
Rent		\$ 44,218.27
Property Tax		\$ 3,948.64
Insurance		\$ 1,715.00
Storm Water		\$ 926.17
<b>Total</b>		<b>\$ 50,808.08</b>
Average Monthly		\$ 6,351.01

Land Tax Allocation	Durham EMS	Bland Landscaping	Total
Sq Occupied	29325	88650	117975
% of Total	25%	75%	100%
Tax on Land	\$ 665.60	\$ 2,012.12	\$ 2,677.72
Tax on Building	\$ 3,283.04	\$ 3,404.63	\$ 6,687.67
Total Tax	\$ 3,948.64	\$ 5,416.75	\$ 9,365.39
Storm Water Utility / Tax	\$ 926.17	\$ 2,799.83	\$ 3,726.00
Insurance	\$ 1,715.00	Separate Policy	
Total Due	\$ 6,589.81	\$ 8,216.58	

Includes building, fenced yard, and parking lot only. All other space is not usable and included in common area

Annual fees of \$6.75 per 2,400 sqft of impervious surfaces

Attached for Reference

Acknowledgement of Exercise of Extension Option

Bull City Branch LLC

Dated: 01/23/22

January 23, 2022

Durham County Attorney's Office  
200 E. Main Street  
Durham, NC 27701

Bull City Branch, LLC  
PO Box 727  
Apex, NC 27502

**Re: ACKNOWLEDGEMENT OF EXERCISE OF EXTENSION OPTION** in connection with the Commercial Lease by and between Bull City Branch, LLC ("Landlord") and Durham County ("Tenant") dated January 20, 2016 (the "Lease") for certain premises located at 122 Stone Park Court, Durham, NC 27703 (the "Premises")

Pursuant to Section 2 of the above-referenced Lease, this acknowledgement serves as formal confirmation that Tenant has exercised its option to extend the Lease for an additional period of One (1) year, with such extension term commencing on February 1, 2022 and expiring on January 31, 2023, subject to the terms of the Lease. The Base Rent for the premises during this extension term is set forth in Section 3 of the Lease. The parties further acknowledge that (i) subject to the terms of the Lease, Tenant has two (2) remaining options to extend the term of the Lease; and (ii) the terms of the Lease remain in full force and effect. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease.

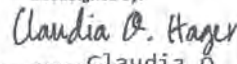
**LANDLORD**

Bull City Branch, LLC, a  
North Carolina limited liability company


DocuSigned by:  
  
B60D5908909A47F...  
Title: Manager

**TENANT**

Durham County, a political  
subdivision of the State of North Carolina

DocuSigned by:  
  
2B24CE5233F46B...  
Title: Interim County Manager

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

  
89F38A980267458...  
Durham County Chief Financial Officer



Attached for Reference

Bull City Branch Commercial Lease Extension

Dated: 07/01/21

DocuSign Envelope ID: 2F151816-ED77-4BD3-8315-E270DC019D6C  
 N.C.G.S. §65-25 et. seq. and further agrees to require its  
 subcontractors to comply as applicable.



## COUNTY OF DURHAM

Purchasing Division of the Finance Department  
 201 East Main Street 7th Floor, Durham NC 27701  
 919-560-0051(Telephone); 919-560-0057(Fax)

# Funds Reservation 2200000094

<b>General Data</b>			
Company code	DCNC	Document date	07/14/2021
		Posting date	07/14/2021
<b>More Data</b>			
Text	COMMERCIAL LEASE 07/01/21 - 01/31/22		
Overall Amount	41,997.55 USD		
To Approve	0.00 USD		

<b>Document item 001</b>			
Text	EMS FLEET FACILITY @ 122 STONE PARK CT		
Fund	1001010000	Funds center	4330100000
Cost Center	4330100000	G/L account	5200120100
Vendor	1000016936	Vendor Name	BULL CITY BRANCH LLC
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	41,997.55 USD		
Open amount	41,997.55 USD		
To approve	0.00 USD		

PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER

**From:** Deaton, Megan E.  
**To:** Rafick, Michael S.  
**Subject:** FW: Durham County Office of Emergency Services: Contract Renewal FY22  
**Date:** Monday, June 28, 2021 8:46:06 AM  
**Attachments:** FR 21-189 FULL CITY BRANCH LEASE EXTENSION.pdf  
 image001.png

Please see below.

Thank you,  
 Megan Deaton | Logistics Technician



Office of

Durham County Office of Emergency Services  
 226 Milton Road  
 Durham, North Carolina 27701  
 Cell: (919) 724-6088  
[mdeaton@dcconc.gov](mailto:mdeaton@dcconc.gov)

**HIPAA/Confidentiality Notice:** This email and its attachments may contain privileged and confidential information and/or protected health information (PHI) by virtue of the **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** or Peer Review material pursuant to **N.C.G.S. § 90-21.22A**, intended solely for the use of the individual or entity to which it is addressed. If you are not the recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, dissemination, distribution, printing or copying of this email message and/or any attachments is strictly prohibited. **If you have received this transmission in error, please permanently delete this email and any attachments and notify the sender immediately by telephone.**

**From:** Matt Bland <MBland@BlandLandscaping.com>  
**Sent:** Monday, June 28, 2021 8:45 AM  
**To:** Deaton, Megan E. <mdeaton@dcconc.gov>  
**Subject:** RE: Durham County Office of Emergency Services: Contract Renewal FY22

Hi Megan,

The values below represent the expected rent and associated TICAM for the property. The rent values are firm in the lease with an increase occurring 2/1/22, but property tax may be reassessed this fall. We have included the values we expect for property taxes and insurance. I'll send a request for a current COI.

Do note that the lease for Durham EMS actually ends on 1/31/22 and will need to be extended. I have attached the most recent extension. I

7/1/21 to 6/30/21	Values
Rent	\$65,406.00
Property Tax	\$ 3,948.64
Insurance	\$ 1,715.00
Storm Water	\$ 926.17
Total	\$71,995.81
Average Monthly	\$ 5,999.65

\*Rent 7/1-1/31 = \$5,405.40 per month

\*Rent 2/1 - 6/30 = \$5,513.50 per month

Matt Bland  
 Chief Financial and Operations Officer

Bland Landscaping Company  
 T (919) 387-0010  
[Blandlandscaping.com](http://Blandlandscaping.com)

**From:** Deaton, Megan E. <mdeaton@dcconc.gov>  
**Sent:** Thursday, June 24, 2021 11:45 AM  
**To:** Matt Bland <MBland@BlandLandscaping.com>

Attached for Reference

Bull City Branch Commercial Lease Extension

Dated: 01/14/21

January 14, 2021

Durham County Attorney's Office  
200 E. Main Street  
Durham, NC 27701

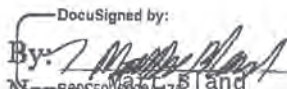
Bull City Branch, LLC  
PO Box 727  
Apex, NC 27502

**Re: ACKNOWLEDGEMENT OF EXERCISE OF EXTENSION OPTION** in connection with the Commercial Lease by and between Bull City Branch, LLC ("Landlord") and Durham County ("Tenant") dated January 20, 2016 (the "Lease") for certain premises located at 122 Stone Park Court, Durham, NC 27703 (the "Premises")

Pursuant to Section 2 of the above-referenced Lease, this acknowledgement serves as formal confirmation that Tenant has exercised its option to extend the Lease for an additional period of One (1) year, with such extension term commencing on February 1, 2021 and expiring on January 31, 2022, subject to the terms of the Lease. The Base Rent for the premises during this extension term is set forth in Section 3 of the Lease. The parties further acknowledge that (i) subject to the terms of the Lease, Tenant has two (2) remaining options to extend the term of the Lease; and (ii) the terms of the Lease remain in full force and effect. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease.

#### LANDLORD

Bull City Branch, LLC, a  
North Carolina limited liability company

DocuSigned by:  
By:   
Name: Mark Bland  
Title: Manager

#### TENANT

Durham County, a political  
subdivision of the State of North Carolina

DocuSigned by:  
By:   
Name: Wendell M Davis  
Title: County Manager

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

DocuSigned by:  
  
Susan Tezai, Durham County Chief Financial Officer



Attached for Reference

Bull City Branch Commercial Lease

Dated: 01/20/16



North Carolina  
Durham County

**CERTIFICATION**

I, V. Michelle Parker-Evans, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved the lease with Bull City Branch LLC for 122 Stone Park Court for a five year term for Emergency Medical Services (EMS) vehicle repair, and authorized the Manager to execute the lease.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 14th day of December, 2015.



  
V. MICHELLE PARKER-EVANS  
County Clerk to the Board of County Commissioners

NORTH CAROLINA  
COUNTY OF DURHAM

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT (hereinafter Lease), is entered into this 20 day of January, 2017 by and between BURL CITY BRANCH, L.L.C. a North Carolina Limited Liability Company whose address is Post Office Box 727, Apex, NC 27502 (hereinafter Landlord) and DURHAM COUNTY a political subdivision of the State of North Carolina (hereinafter Tenant) whose address is 200 East Main Street, Durham, NC 27701.

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto agree as follows:

**PREMISES**

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the "Premises"), to wit:

122 Stone Park Court,  
Durham NC 27703

Being a portion of the property in a Deed Reference: Deed Book 7495, Page No. 788, Durham County Register of Deeds Office consisting of 4.683 acres as further depicted on Exhibit "A" attached hereto.

**TERM**

2. The term of this Lease shall commence on this the 1st day of February, 2016 or the issuance of a Certificate of Occupancy ("Lease Commencement Date"), and shall end at 11:59 p.m. on the 31 day of January, 2021, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least 90 days prior to the end of the then expiring term of this Lease, for three additional one-year term(s).

## RENTAL

3. Beginning on the 1st day of February, 2016 or the issuance of a Certificate of Occupancy (Landlord), without notice, demand, deduction or set off, an annual rental of \$58,750.00 payable in equal monthly installments of \$ 4,895.83, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

The annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every Lease Year Anniversary by 2.000 % over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed.

Lease Year	From	Through	Annual Rate	Monthly Rate
Lease Term 1	February 1, 2016	January 31, 2017	\$ 58,750.00	\$ 4,895.83
Lease Term 2	February 1, 2017	January 31, 2018	\$ 59,925.00	\$ 4,993.75
Lease Term 3	February 1, 2018	January 31, 2019	\$ 61,123.50	\$ 5,093.63
Lease Term 4	February 1, 2019	January 31, 2020	\$ 62,345.97	\$ 5,195.50
Lease Term 5	February 1, 2020	January 31, 2021	\$ 63,592.89	\$ 5,299.41
Option Year 1	February 1, 2021	January 31, 2022	\$ 64,864.75	\$ 5,405.40
Option Year 2	February 1, 2022	January 31, 2023	\$ 66,162.04	\$ 5,513.50
Option Year 2	February 1, 2023	January 31, 2024	\$ 67,485.28	\$ 5,623.77

## LATE CHARGES

4. If Landlord fails to receive full rental payment within five (5) business days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to Ten percent (10%) of the overdue amount or \$ N/A whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

## SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$4,895.83



as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

#### UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable Service Obligations prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Water/ Sewer		X	
Electric		X	
Telephone		X	
HVAC (maintenance/service contract)		X	
Security System		X	
Fiber Optic		X	
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance	X		
Sprinkler System to serve interior (including phone line)		X	
Pest Control		X	
Gas		X	



Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. With respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future, landlord warrants systems to be in good working order at date of acceptance by tenant. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

#### **RULES AND REGULATIONS**

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease.

#### **PERMITTED USES**

8. The permitted use of the Premises shall be for Durham County Emergency Medical Services vehicle repair and services ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

#### **TAXES**

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and



pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof.

Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current tax payments for the Premises. Taxes covered under this provision include but not limited to, ad valorem taxes, special assessments and any other governmental charges on the Premises for each tax year. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Premises for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

## INSURANCE

Tenant shall reimburse Landlord for commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises. This reimbursement shall in no way constitute the purchase of insurance by the Tenant and shall not constitute a waiver of it governmental immunity. Landlord shall continue to be the insured under the policy. Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase. Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums payments for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.



## **INSURANCE, WAIVER AND INDEMNITY**

10. Neither Tenant nor Landlord agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest, including, without limitation, the right to enforce the obligations of this Agreement against the other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its immunities afford by law and all parties reserve the same unto themselves.

(a) In lieu of comprehensive professional and general liability insurance policies, Tenant agrees to follow the Durham County Uniform Standards for Claims against Tenant, its Employees, Officers and Officials. Tenant further agrees to provide Landlord with not less than thirty (30) days advance written notice of any changes in scope or processes related to its professional and general liability programs.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord or Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

## **REPAIRS BY LANDLORD**

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in paragraph 12 herein, Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.



## REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition, subject to the improvements to be completed as listed in Attachment Exhibit "B" and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs.. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$5,000.00

Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for heating, ventilation and air conditioning equipment, Tenant shall not be liable for more than \$2,500.00 (per occurrence) or \$ 5,000.00 (annually), and Landlord shall reimburse Tenant for the amount in excess of the stated amount upon the written request of Tenant.

(b) Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. To the fullest extent permitted by law, Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Tenant, which immunity is hereby reserved to the Tenant.

## ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises.



Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

#### **DESTRUCTION OR DAMAGE TO PREMISES**

14. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises and to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

#### **GOVERNMENTAL ORDERS**

15. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and



accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

## CONDEMNATION

16. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the



loss of its leasehold estate.

#### **ASSIGNMENT AND SUBLETTING**

17. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

#### **EVENTS OF DEFAULT**

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### **REMEDIES UPON DEFAULT**

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on

reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to negotiate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

#### **EXTERIOR SIGNS**

20. Tenant shall have the right to place an identification sign on the Premises identifying the building and usage. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

#### **LANDLORD'S ENTRY OF PREMISES**

21. Landlord may advertise the Premises "For Rent" or "For Sale" N/A days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

#### **QUIET ENJOYMENT**

22. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

#### **HOLDING OVER**

23. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be equal to the monthly rent in effect during the last month of the last lease term under Paragraph 3 above.

#### **ENVIRONMENTAL LAWS**

24. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials,



hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant agrees to be responsible for any losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims resulting from the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or its employees, agents, invitees or contractors. This responsibility shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and rights contained in this paragraph 24 shall survive the termination of this Lease.

#### **SUBORDINATION; ATTORNMEN AND ESTOPPEL**

25. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's



mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any pre-payment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

## **ABANDONMENT**

26. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

## **NOTICES**

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that



upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

## **BROKERS**

28. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

CBRE | RALEIGH, LLC ("LISTING AGENCY")  
BRYAN EVERETT ("LISTING AGENT"-LICENSE# 161637

## **GENERAL TERMS**

29. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions

were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding.

#### **SPECIAL STIPULATIONS**

Additional terms of this Lease are set forth on Exhibit "B" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

**LANDLORD: BULL CITY BRANCH, L.L.C.**

BY: 

PRINT NAME: T. Matthew Blanch

TITLE: Manager

**TENANT: DURHAM COUNTY**

BY: 

PRINT NAME: Wendell M. Davis

TITLE: County Manager



**BULL CITY BRANCH L.L.C. ACKNOWLEDGEMENT**


STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Laurie M. Jarman, Notary Public in and for the County and State aforesaid, do hereby certify that T. Matthew Bland personally came before me this day and acknowledged the due execution by him/her of the foregoing instrument as Manager of Bull City, L.L.C. in accordance with the authority vested in him/her and for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 12/17<sup>th</sup> day of 2015.

Laurie M. Jarman  
Notary Public  
Laurie M. Jarman  
Print Name  
My Commission Expires: 09-25-17


**DURHAM COUNTY ACKNOWLEDGEMENT**

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, Michelle Parker-Evans, A Notary Public in and for the County and State aforesaid, do hereby certify that

Wendell M. Davis

, personally came before me this day and acknowledged the due execution of the foregoing instrument therein expressed.

WITNESS my hand and Notarial Seal, this the 29<sup>th</sup> day of 2015.

Michelle Parker-Evans  
Notary Public  
Michelle Parker-Evans  
Print Name  
My Commission Expires: 11/22/2019

V MICHELLE PARKER-EVANS  
NOTARY PUBLIC  
DURHAM COUNTY, NC

**PRE-AUDIT CERTIFICATE**

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

George K. Quick  
George K. Quick, Durham County CFO

~~GEORGE K. QUICK, DURHAM COUNTY CHIEF FINANCIAL OFFICER~~

## The Premises

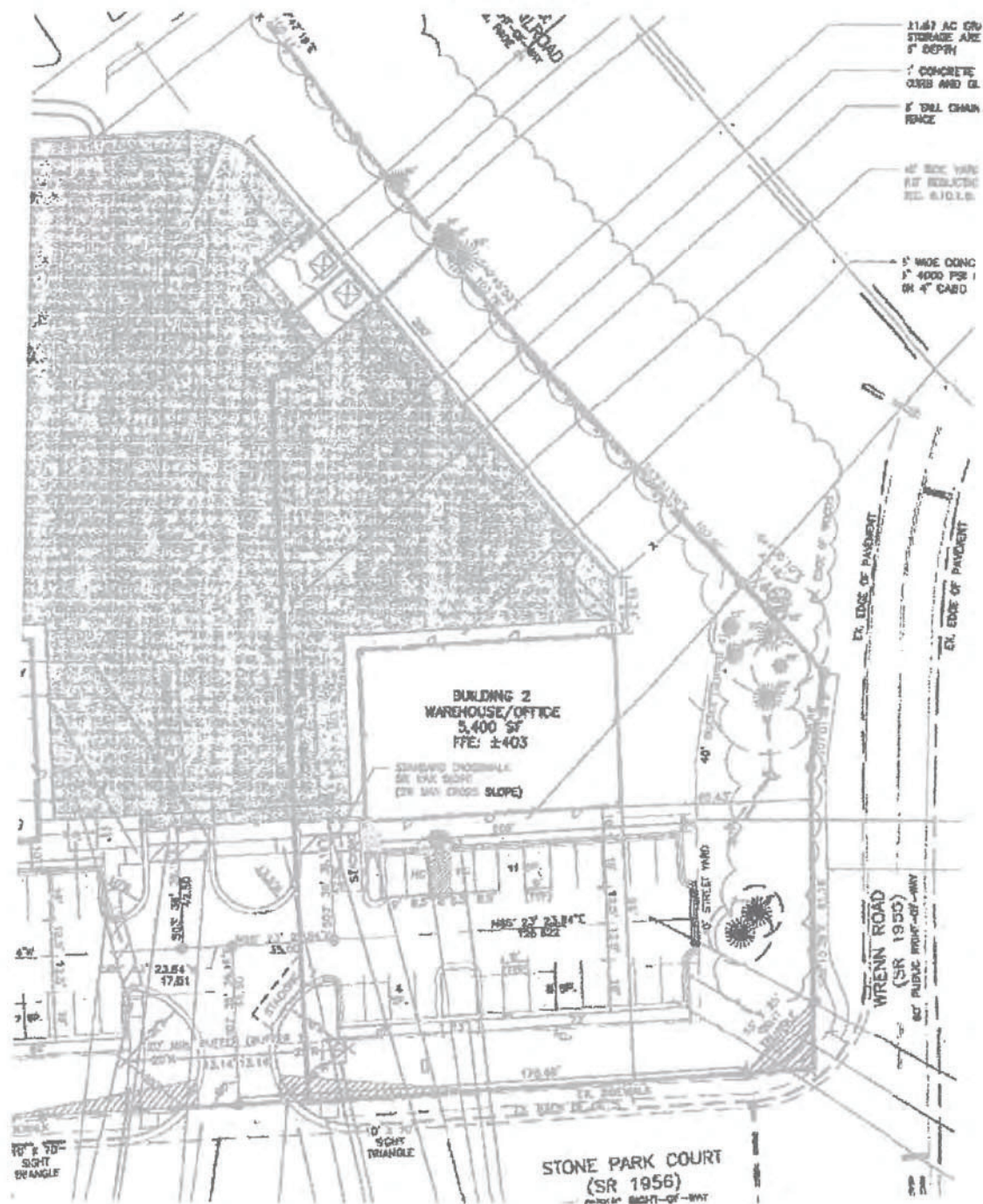




EXHIBIT B  
ADDITIONAL TERMS AND LANDLORDS  
IMPROVEMENTS

Per Section 2 and 3 of the Commercial Lease Agreement, the term of this Lease shall commence on the earlier of a) February 1<sup>st</sup>, 2016, or b) the issuance of a Certificate of Occupancy ("Lease Commencement Date").

Landlord will provide a scope of work for Durham County required for delivering fully demised space including the following. Work performed shall be warrantied for the first 120 days of the lease:

1. Installation of a three-hour fire wall
2. One office space constructed (approximately 10' x 10')
3. One small break room to include a sink, counter area, electrical and plumbing
4. Bathroom including an emergency shower and eye wash station
5. Two additional work sinks
6. HVAC throughout the building
7. Ceiling fans
8. Electrical to include 220 single phase 20 amp circuit, 110 20 amp receptacles throughout and 220 double phase
9. ~~Telephone system~~ and fiber optic cabling to the building
10. Remote garage door openers and motors
11. Floor coating to seal and protect the concrete
12. Dumpster pad

11/8  
Telecommunications  
Infrastructure

Tenant at its own expense, with landlord's permission, may install:

1. Remote gate opener
2. Security System