

Prepared by and return to: County Attorney's Office 200 E. Main St. 2nd Fl. (WD)

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**LEASE AGREEMENT
2117 E. Club Blvd.**

This **LEASE** made and entered into this 1st day of July, 2019, by and between the **COUNTY OF DURHAM**, a political subdivision of the State of North Carolina, hereinafter referred to as "Landlord," and the **ANIMAL PROTECTION SOCIETY OF DURHAM, INC.**, a North Carolina non-profit corporation, hereinafter referred to as "Tenant."

WITNESSETH:

1. Demise of Premises:

a) Animal Shelter Building. Landlord does hereby lease unto Tenant the Animal Shelter building located at 2117 East Club Boulevard Durham County, North Carolina, commonly referred to as the Durham County Animal Shelter (hereinafter "Shelter Building"). The Shelter Building includes an approximately 22,000 sq. ft, one story building and surgical facility, all as shown on the Property Description, attached hereto as Exhibit A, **SAVE AND EXCEPT THEREFROM** the North Garage and the West-side Break Room, located in or about the Shelter Building, which may be used jointly by Tenant and Sheriff of Durham County for business purposes.

b) Southwest Corner. Landlord does hereby lease unto Tenant an approximately .44-acre portion of the property located at 2117 East Club Boulevard, as shown on Exhibit A. The southwest corner portion of the property hereby leased includes the land upon which a mobile unit currently sits, owned by Tenant, and a parking slab located directly behind the mobile unit. Landlord agrees to allow the mobile unit to remain on the property at Tenant's sole cost and expense. Tenant shall not install, place or maintain any other mobile unit, personal property or storage facility on the Southwest Corner parcel without the prior written consent of the Durham County General Services Director.

Unless identified individually, the leased Shelter Building and Southwest Corner shall be referred to collectively as the "Premises".

Ingress and egress to and from the Premises through the gates located along the sides of the Shelter Building shall be shared by Tenant and Landlord as necessary to carry on maintenance, the Sheriff of Durham County, and Animal Shelter services. Tenant may use the parking facilities located at the front and rear of the Premises non-exclusively with Landlord's employees.

2. Use of Premises: Tenant shall use and occupy the Premises for the purpose of providing daily services necessary to operate and maintain Durham County's Animal Shelter pursuant to an agreement for services between Tenant and the Landlord (hereinafter "Service Agreement") and other uses that are related to the protection and care of animals. Tenant shall not use or allow the Premises to be used for any purpose or in any manner which shall be unlawful or shall constitute a public or private nuisance or hazard. Tenant shall comply with all applicable laws, ordinances, orders, rules and regulations prescribed by lawful governmental authority relating to the Premises, including those concerning cleanliness, safety, occupancy and use of the Premises.
3. Term and Renewal: The term of this Lease shall commence on the date first written above and shall expire on June 30, 2024, unless terminated sooner as provided herein (hereinafter the "Term"). This Lease may be extended and or amended from time to time. Amendments and extensions shall be upon mutual agreement of the parties in writing. This Lease Agreement hereby terminates and replaces any other lease agreement entered into among the parties regarding the Premises.
4. Rental: Tenant shall pay to the Landlord the annual rental amount of \$1.00 for the Term of this Lease and any extensions thereof. Such rental payment shall be delivered to the Landlord on the date first written above and on July 1 each year thereafter if the tenancy is extended.
5. Assignment and Sublease: Tenant shall not assign, mortgage or encumber this Lease, the Premises or any improvements on the Premises, nor sublet the Premises or any part thereof. Any attempted assignment, mortgage, encumbrance or subletting shall be null and void.
6. Title to Improvements: Alterations and permanent improvements to the Premises, shall immediately become and be the sole and absolute property of Landlord and shall remain on the Premises and shall not be removed unless otherwise determined by Landlord; and, at the expiration or sooner termination of this Lease, the same shall be surrendered to Landlord in good condition and repair, reasonable wear and tear excepted, unless otherwise determined by Landlord.
7. Repairs and Maintenance:
 - (a) Tenant agrees and hereby stipulates with Landlord that the Premises are in good and tenable condition on the commencement of this Lease. Tenant accepts the

Premises in “as is” condition.

- (b) Tenant shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon. Tenant shall at all times keep the Premises in a neat and orderly condition.
- (c) Landlord shall, at Landlord's own cost and expense, during the term of this Lease provide maintenance and repairs to the Shelter Building and Premises as set forth below:
 - (i) Maintain, repair or replace the roof, sidewalls, structural supports, exterior windows and foundation of the Shelter Building;
 - (ii) Provide pest control services to the Shelter Building;
 - (iii) Grounds maintenance on an as needed basis to the Premises.
 - (iv) Repairs and maintenance of the plumbing and mechanical equipment including electrical systems and HVAC of the Shelter Building.

However, in no event shall Landlord be responsible for:

- (i) Any maintenance, repair or replacement required by this Lease to be made by Landlord that are rendered necessary by the negligence of or the abuse of Tenant its employees, volunteers, agents, licensees or invitees; or
 - (ii) Any damages resulting from Landlord's failure to make any repairs required by this Lease to be made by Landlord unless Tenant provides written notice to Landlord specifying the need for repairs and Landlord fails to make the repairs within thirty (30) days after Tenant gives notice.
 - (iii) Routine/daily cleaning and janitorial services necessary to keep the Premises clean and free of debris and unusual odor inside and outside and any other daily or routine maintenance.
 - (iv) Any maintenance, repair, damage to any mobile unit, personal property, or fixture located on the Southwest Corner parcel.
 - (v) Pest control services to the mobile unit located on the Southwest Corner parcel.
- (d) Tenant, at Tenant's own cost and expense, during the Term of this Lease, shall keep and maintain the Premises in good order, clean and tenable condition including, but not be limited to the following services:
 - (i) Routine/daily cleaning and janitorial services necessary to keep the Premises clean and free of debris inside and outside and any other daily or routine maintenance.
 - (ii) Pest control services to the mobile unit on the Southwest Corner parcel.
- (e) Inspections and Reporting. Tenant shall document, and photograph, if requested, any condition that it believes requires Landlord to repair and provide a copy of the documentation and photographs to Landlord. Landlord shall provide any maintenance and repairs, other than routine/daily maintenance, deemed necessary in a timely

manner. If Landlord requires the alteration or closure of any portion of the Leased Property in order to perform its obligations hereunder, Landlord shall give Tenant no less than twelve (12) hours prior notice thereof.

- (f) Right of Access. Landlord reserves the right to enter the Premises at any time during the Term to perform its obligations under this Lease.
- (g) Standard of Care. Tenant shall perform its obligations hereunder in a first-class, efficient, and proper businesslike manner consistent with industry standards for the operation of comparable facilities.
- (h) Security Systems. The parties acknowledge and agree that an electronic security system has been installed by Landlord in the Shelter Building for the protection of Landlord's Personal Property. Landlord agrees to maintain and repair the security system equipment. Tenant shall utilize the security system and accepts responsibility for timely payment of the monthly monitoring fee of said equipment. Landlord does not make any warranty, either express or implied, that the security system provided and maintained by Landlord is sufficient to protect Tenant's Personal Property. In the event Tenant desires to install or have installed additional security equipment, such equipment may be installed, upon the consent of Landlord, and shall be subject to sections 6 and 23 of this Lease.

8. Personal Property:

(a) Of the Tenant. All personal property belonging to Tenant in or near the Premises or parking lot, shall be at the Tenant's sole risk, and the Landlord shall not be liable for any damage done to or loss of such personal property unless caused by Landlord's negligence or willful act. Landlord shall not be liable for damage or loss suffered by the business or occupation of the Tenant arising from any act or omission of occupants or visitors to the Premises. Upon the expiration of the Term of this Lease, or termination of this Lease for any reason whatsoever, Tenant shall, on or before said date, remove all such personal property from the Premises, and all property not so removed shall be deemed abandoned by the Tenant. In such event, Landlord may reenter the Premises and, after reasonable notice to Tenant, remove such property therefrom without formal process, Landlord being absolved of any liability or claim for damages in doing anything reasonable, necessary or appropriate in connection therewith. Without limiting any other rights which Landlord may exercise under the terms of this Lease or at law, Landlord may, at its option and after reasonable notice to Tenant, store such personal property at Tenant's expense, or leave same in such place as is reasonably certain that said property will be removed by the local garbage pick-up service.

(b) Of the Landlord. The Premises are conveyed to Tenant with the acknowledgment that certain personal property of the Landlord remains in and about the Premises, said property being described in Exhibit B (hereinafter "Landlord's Personal Property") which shall remain the property of Landlord throughout the Term of this Lease and is not conveyed to the Tenant. Landlord's Personal Property remaining in or about the Premises is solely for

use by Tenant for the operation of the Animal Shelter pursuant to the Service Agreement and no other use. In the event any of Landlord's Personal Property is used for an alternative purpose, Landlord may remove said Personal Property from the Premises immediately. Tenant shall not be permitted to remove any of Landlord's Personal Property without the prior written consent of Landlord. In the event any of Landlord's Personal Property is damaged, through no fault of the Tenant, its agents, employees, invitees or licensees, Landlord may, in its sole discretion, remove the damaged Personal Property and/or repair said Property. In the event Landlord's Personal Property is damaged and such damage is caused or results from the willful or negligent acts of Tenant, its employees, agents, invitees or licensees, Tenant shall be liable for replacing, repairing or reimbursing Landlord for the cost of the damaged property, its replacement or repair, in the Landlord's sole discretion.

9. Trade Fixtures: Tenant shall be permitted to install trade fixtures in and about the Shelter Building. In addition, Tenant shall be permitted to remove said trade fixtures from the Premises upon the termination of this Lease; provided that if Tenant does so remove such trade fixtures, Tenant shall return the Premises to the same condition as existed at the time of original entry, ordinary wear and tear excepted. This provision is not intended to allow Tenant to remove approved improvements made by Tenant from the Premises. All such improvements belong to Landlord at the termination hereof and shall not be removed nor damaged by Tenant's removal of trade fixtures. If Tenant does not remove the trade fixtures at termination, Landlord shall have the option either to declare such fixtures abandoned and Landlord the owner thereof or to demand Tenant remove same at Tenant's expense returning the Premises to the condition required herein.
10. Mechanic's Liens: Tenant shall not do or suffer anything to be done whereby the Premises may be encumbered by any mechanic's or materialman's lien. Whenever and as often as any mechanic's lien is filed against said Premises purporting to be for labor or material furnished or to be furnished to Tenant, Tenant shall discharge same of record within ten (10) days after the date of filing. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or materialman's lien or other security interest of any kind whatsoever for any such labor or materials shall attach to or affect Landlord's interest in and to the Premises.
11. Taxes:
 - a.) All assessments levied against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on, or about the Premises, shall be paid before they become delinquent, by Landlord.
 - b.) Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant

contained in or on the Premises or elsewhere and shall pay all taxes attributable to any leasehold improvements which may be made to the Premises by Tenant. When possible, Tenant shall cause said trade fixtures, furnishings, equipment, personal property and leasehold improvements to be separately assessed. If, however, any or all of same shall be assessed and taxed with Landlord's property, Tenant shall pay to Landlord such taxes as are attributable to Tenant's trade fixtures, furnishings, equipment, personal property and leasehold improvements within fifteen (15) days after receipt of an invoice from Landlord advising Tenant of the taxes applicable to Tenant's property

12. Insurance: Tenant shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

Additionally, Tenant shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 --- Bodily Injury Liability, and
\$ 100,000 --- Property Damage Liability, or
\$1,000,000 ---Combined Single Limit Bodily Injury and Property Damage

Tenant upon request by Landlord shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to Landlord verifying the existence of any insurance coverage required by Landlord. The certificate will provide for thirty-(30) days advance notice in the event of a decrease in coverage, termination or cancellation of coverage.

13. Fire Insurance: Landlord shall carry at Landlord's expense fire insurance insuring against loss or damage to the building and or other improvements on the Premises in amounts and with companies as Landlord in its discretion chooses.
14. Fire or Casualty: If the improvements on the Premises shall be damaged or destroyed by fire or other casualty during the term of this Lease or to the extent that they cannot be repaired or reconstructed at a cost of less than 50% of the fair market value of such improvements immediately before said damage or destruction, Landlord shall have the right to cancel this Lease. If said option to cancel is not exercised by Landlord, or if the improvements shall be damaged or destroyed by fire or other casualty to the extent that they can be repaired or reconstructed at a cost of less than 50% of their fair market value immediately before said damage or destruction, and so long as such damage or destruction occurs prior to the termination or expiration of this Lease, Landlord shall, as soon as reasonably possible, effect the required repairs and reconstruction of the Premises to place them in substantially the same condition as existed immediately prior to such damage or destruction. Any other provisions contained herein notwithstanding, Landlord shall be required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which are received by Landlord under

Landlord's insurance coverage as a direct result of said fire or other casualty. Notice of cancellation pursuant to the terms of this section shall be given within thirty (30) days of the damage or destruction. Estimates of percentage of destruction shall be made in good faith by Landlord.

15. Event of Default:

- a.) The occurrence of any of the following shall constitute an Event of Default of this Lease:
 - (i) Any failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder, where such failure continues for three (3) days after written notice thereof by Landlord to Tenant.
 - (ii) Tenant abandons or vacates the Premises without written notification to the Landlord.
 - (iii) Failure by either party to observe and perform any obligation of this Lease, other than the failure to pay rent or make any other payment required to be made by Tenant hereunder, where such failure continues for thirty (30) days after written notice thereof by the non-breaching party to the breaching party; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period. A party shall not be deemed to be in default if that party shall within such period commence to cure and thereafter diligently prosecute the same to completion.
 - (iv) The filing by or against the Tenant of a petition seeking relief under the Bankruptcy Act or any Federal or State statute intended to provide relief for private persons or entities which are insolvent or unable to meet their obligations as they mature.
- b.) Landlord's Remedies. The terms and conditions of this Lease shall be enforceable by Landlord by actions for specific performance or injunction in addition to any other remedies available at law or in equity. If an Event of Default has occurred, Landlord may, without further notice or demand, terminate this Lease, and Tenant immediately shall surrender the Premises to Landlord; and, if Tenant fails to do so, Landlord shall have the right, without waiving any other remedy for possession or arrears in payments, to enter upon and take control of the Premises and to expel or remove Tenant and any other person who may be occupying the Premises. Pursuit of any remedy under this Lease shall not preclude the pursuit of any other remedy provided for in this Lease or any other remedy provided in law or equity, nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any amounts due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants contained in this Lease.

To the extent permitted by law, Tenant shall pay all costs and reasonable attorney's fees incurred by Landlord in the enforcement of this Lease arising out of any default on the part of Tenant.

- c.) Tenant's Remedies. Upon the occurrence and during the continuance of any Event of Default by Landlord, Tenant shall have the right, in addition to all other rights and remedies available to Tenant at law or in equity, to terminate this Lease. No other property or assets of Landlord, disclosed or undisclosed, shall be subject to levy, execution, or the enforcement procedure for the satisfaction of Tenant's remedies. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Landlord or its officers, elected officials, or their respective heirs, legal representatives, successors, and assigns on account of this Lease or any covenant, undertaking, or agreement in this Lease.
16. Termination: In the event Tenant is unable to use the Premises for the purpose of providing daily services necessary to operate and maintain Durham County's Animal Shelter pursuant to the Service Agreement between Tenant and the Landlord, then this Lease shall be immediately terminated. Likewise, if the Service Agreement between Tenant and Landlord expires or is terminated for any reason before June 30, 2024 or the then current date of termination of this Lease if this Lease is extended as provided under paragraph 3, then this Lease shall be immediately terminated. On or before the termination or expiration of this Lease, Tenant shall have the mobile unit and any other personal property located on the Southwest Comer parcel removed at Tenant's sole cost and shall vacate and surrender the Premises to Landlord.
17. Condition of Premises Upon Termination: Upon the termination or expiration of this Lease, Tenant shall return the Premises to Landlord in substantially the same condition as received, ordinary wear and tear and approved improvements excepted.
18. Holding Over. In the event Tenant remains in possession after the expiration of the Term without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises or Landlord's Personal Property. In such event, Tenant shall occupy the Premises as a tenant from month-to-month and shall otherwise be subject to all of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable.
19. Indemnification: Tenant shall indemnify, defend and hold harmless Landlord, its Board, agents and employees from any and all claims arising from Tenant's use of the Premises or from the conduct of Tenant's business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provision of this Lease or arising from any negligence of Tenant or any of its agents, or employees.

20. Telephone: Tenant shall be responsible for the cost of telephone service rendered or supplied upon or in connection with the Premises, unless otherwise agreed to in writing between the parties.
21. Internet Services: Tenant shall be responsible for the cost, and maintenance of internet service rendered or supplied to computers which are property of APS located on the Premises.
22. Utilities: Utilities provided to the Premises by the Landlord shall include and be limited to water, sewer, electric and gas. However, the Tenant shall be responsible for providing electric service to the mobile unit on the Southwest parcel.
23. Subordination: This Lease and the rights of Tenant are subordinate to and shall remain subordinate to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") whether such Mortgage is currently a lien on the Premises or hereafter becomes a lien on the Premises and no further agreements or documents shall be required to render this Lease and the Tenant's rights subordinate to such Mortgage. At Tenant's request and at the Tenant's expense, Landlord shall endeavor to obtain for Tenant a non-disturbance agreement in recordable form providing in substance that Tenant's tenancy shall not be disturbed nor affected by any default under the Mortgage provided that Tenant is not in default under any of the terms, conditions and covenants hereof. Tenant shall at all times upon request of Landlord promptly furnish documents stating that this Lease is in full force and effect, that no defaults of the Landlord exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Tenant fail to deliver such documents within 10 days of Landlord's request therefore, Landlord shall be deemed Tenant's attorney-in-fact for the purpose of executing such documents in the name of Tenant unless Tenant has within such period provided written notice to Landlord of Tenant's claim of Landlord's default. Upon cure of such default Tenant shall promptly provide notice of same as requested by Landlord.
24. Condemnation: If the entire Premises are taken or condemned for a public or quasi-public use, then this Lease shall terminate at the later of the vesting of title in the condemning authority or the acquisition of possession thereby. If any part of the Premises shall be taken or condemned for a public or quasi-public use and a part thereof remains which is reasonably suitable for the Tenant's use, this Lease shall not terminate. The aforesaid partial condemnation shall be without prejudice to the rights of either Landlord or Tenant to directly recover compensation from the condemning authority for any of its loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any rights in and to any award made to the other by such condemning authority.
25. Additions, Alterations, Changes and Improvements: Tenant shall not make, and shall not have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Landlord's prior written

consent, provided that if such consent is given, all such alterations, changes and improvements shall be promptly made in a workmanlike manner, be promptly paid for allowing no liens to attach either to the Premises or to Tenant's interest therein and shall become the property of Landlord upon the termination of this Lease. Landlord shall have the right to require Tenant to provide such assurances as Landlord shall reasonably require (such as bonds, escrows, etc.) to protect Landlord against unpaid claims for work performed.

26. Easements, Restrictions and Rights of Way: The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.
27. Applicable Law: This Lease is entered into in North Carolina and shall be construed under the laws, statutes and ordinances of this State. All actions relating in any way to this Lease shall be brought in the General Court of Justice in the County of Durham and State of North Carolina.
28. Compliance with Laws: Tenant represents that it is and shall remain in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.
29. Severability: The provisions of this Lease are independent covenants, and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
30. Notices: All notices and written consents required under this Lease shall be in writing and shall be sent to the Landlord at Durham County Real Estate Officer, 201 East Main Street, 5th Floor, Durham, North Carolina 27701, and to the Tenant at the Animal Protection Society of Durham, Inc., 2117 East Club Boulevard, Durham, North Carolina 27704.
31. Waiver: Failure or delay of either party to insist upon the strict performance of the covenants, agreements, or conditions of this Lease, or any of them, shall not be construed as a waiver or relinquishment of that party's right to enforce such, but the same shall continue in full force and effect.
32. Binding Effect/Entire Agreement: The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. This Lease contains the entire agreement between the parties and no oral statements or representations or prior written matter not contained in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.
33. Remedies Cumulative: The remedies given to Landlord and Tenant are cumulative and not alternative and are in addition to any other rights Landlord and Tenant may

have at law or in equity or otherwise.

34. Covenant of Title and Quiet Enjoyment: Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

IN TESTIMONY WHEREOF, This Lease has been executed by the parties hereto, in triplicate originals, as of the date first above written.

Landlord:

COUNTY OF DURHAM

ATTEST:

Wendell M. Davis
County Manager

Monica Toomer
Interim Clerk to the Board

(SEAL)

ACKNOWLEDGEMENT OF LANDLORD:

**NORTH CAROLINA
DURHAM COUNTY**

I, a Notary Public of the County and State aforesaid, certify that Monica Toomer personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Durham County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager, sealed with the County seal, and attested by herself as Clerk to the Board of Commissioners.

Witness my hand and official stamp or seal, this _____ day of _____, 2015.

Notary Public

(SEAL)

My commission expires: _____

For Tenant:

ANIMAL PROTECTION SOCIETY OF
DURHAM

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Acknowledgement of Tenant:

STATE OF _____

COUNTY OF _____

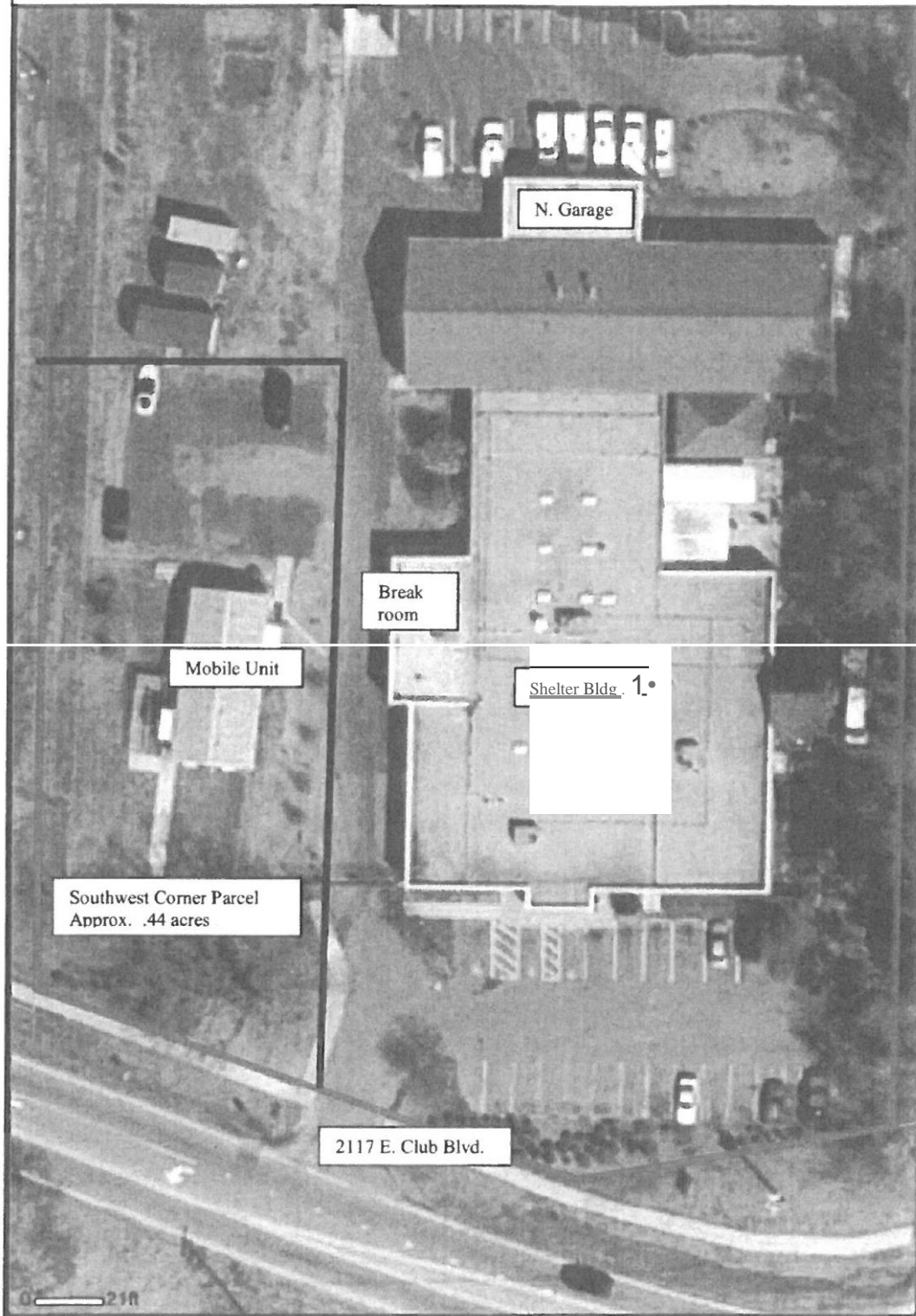
I, a Notary Public in and for the aforesaid County and State, do hereby certify that
_____ personally appeared before me this day and acknowledged that he/she
_____ of the _____, a
_____ corporation, and that by authority duly given and as the act of the corporation, the
foregoing instrument was signed in its name by its _____, sealed with its corporate seal and
attested by _____ as its _____.

Witness my hand and notarial seal this ____ day of _____, 2019.

Notary Public

(SEAL)

My commission expires: _____



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

EXHIBIT B
LANDLO RD' S PERSONAL PROPERTY

LOCATED AT THE DURHAM COUNTY ANIMAL SHELTER
2117 EAST CLUB BOULEYARD, DURHAM COUNTY

1.	Gateway Computer with Monitor/keyboard	3x
2.	HPcolor Laser Jet Pro MFP m177fw	1x
3.	Stainless Steel Sinks, (2 in dish room; 1 in crematory, 1 in rear facility)	4x
4.	6 bank-stainless steel cage	1x
5.	9 bank-stainless steel cage	1x
6.	Crematorium	1x
7.	Refrigerator (in Garage)	1x
8.	Industrial Washing Machine	2x
9.	Industrial Dryer	2x
10.	Data Switch	1x
11.	Walk in Refrigerator Cooler	1x
12.	Brown top utility tables (each seats 8)	4x