

BATH COUNTY SCHOOL BOARD

AGENDA ITEM: INFORMATION {    } ACTION { X } CLOSED MEETING {    }

**SUBJECT:** SUPERINTENDENT’S REPORT - ACTION

Alleghany Mountain Radio Station Lease Agreement

**BACKGROUND:** A 10-year lease agreement with Alleghany Mountain Radio expired on April 30, 2014. A new 10-year lease has been prepared by the School Board Attorney, Chris Singleton, for your consideration. Like the previous lease it requires certification of liability insurance.

**RECOMMENDATION:** Recommend authorization to enter into a new lease agreement.

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made the 1st day of May, 2014, by and between THE BATH COUNTY SCHOOL BOARD, Grantor, herein referred to as "Landlord" and POCAHONTAS COMMUNICATIONS COOPERATIVE CORPORATION, Grantee, herein referred to as "Tenant", whose address is 9836 Browne Creek Road, Dunmore, WV 24934.

- W I T N E S S E T H -

That in consideration of the mutual covenants contained herein, the Landlord and Tenant hereby agree as follows:

**PREMISES**

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, upon the conditions hereinafter set forth, certain real property on the campus of Bath County High School, upon which a building has been constructed for the specific purpose of housing a non-profit radio studio facility. The facility shall remain at its present location but if the Landlord requires the re-location of the facility to another portion of the Landlord's property, the Tenant agrees that such re-location shall be undertaken and completed within thirty (30) days of receipt from the Landlord of written notice to relocate.

**TERM OF LEASE**

The term of this lease shall be for a ten (10) year period commencing on the 1st day of May, 2014, and terminating on the 30th day of April, 2024, unless otherwise terminated.

**RENTAL**

The Tenant covenants and agrees to pay as rental of the above referenced premises the total sum of ONE DOLLAR (\$1.00).

## COVENANTS/CONDITIONS

(1) It is agreed and understood that the premises hereby leased is to be used exclusively for a non-profit radio station.

(2) It is further understood and agreed that the Tenant shall have the right to install, in a location acceptable to the Landlord, antennas for the reception and sending of satellite and microwave transmissions. The Tenant shall have access over the lands of the Landlord by the most direct route to reach the said antennas, for installation, repair and maintenance of the antennas.

(3) It is further understood and agreed that:

(a) The Tenant shall indemnify the Landlord and shall save the Landlord free from harm from any claim of loss or injury occasioned by the construction, maintenance, or use of the premises, and the Tenant shall carry a One Million Dollar (\$1,000,000.00) general liability insurance policy to protect against any claim which may arise from its use of the premises, or access thereto; a copy of such policy naming the Landlord a named insured, shall be provided to the Landlord prior to the execution of this Agreement.

(b) The Tenant shall bear all costs of construction and maintenance of any access routes to the premises.

(c) The Tenant shall bear all costs arising from the relocation of electric power lines or other utilities on Landlord's premises that may be necessary for the operation of the radio station.

(d) The Landlord may, at its discretion, provide water service to the Tenant and all costs of installation, maintenance, and operation of said water supply system shall be paid by the Tenant.

(e) This agreement and the property rights created by the same may not be assigned or sublet, without the prior written consent of the Landlord.

(f) It is further understood and agreed that if, at any time during the term of this lease agreement, the premises hereby leased cease to be used for a non-profit radio station, the premises hereby leased may, at the discretion of the Landlord, revert to the sole use and control of the Landlord, and this lease agreement shall become null and void and without further effect.

**RESTORATION OF PREMISES**

In the event the existing radio station site is vacated, either by removal of the said station to another location on Landlord's premises, or removal from Landlord's premises altogether, Tenant agrees to completely restore any such site to its original condition, which restoration shall include, but not be limited to, removal of foundations and all above ground and underground utilities, including, but not limited to, water lines, sewer lines, power lines, antennas and items accessory thereto. It is expressly understood and agreed to by Landlord and Tenant that such restoration shall be to the total satisfaction of the Landlord.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures and seals this 1st day of May, 2014.

THE BATH COUNTY SCHOOL BOARD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF VIRGINIA, AT LARGE, to-wit:

The foregoing Lease Agreement was duly acknowledged before me in the County of Bath, Virginia, on this \_\_\_\_ day of May, 2014, by \_\_\_\_\_.

My commission expires:  
Registration #:

\_\_\_\_\_  
Notary Public

POCAHONTAS COMMUNICATIONS COOPERATIVE  
CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_, AT LARGE, to-wit:

The foregoing Lease Agreement was duly acknowledged before me in the City/County of  
Bath, on this \_\_\_\_ day of May, 2014, by \_\_\_\_\_.

My commission expires:  
Registration #:

\_\_\_\_\_  
Notary Public

04-22-'14 14:14 FROM-

T-754 P002/002 F-223



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Associated FUIG LLC 138 Baker St  Webster Springs WV 26288	<b>CONTACT NAME:</b> Carol Ball CISK	
	<b>PHONE:</b> (304)847-2073	<b>FAX:</b> (304)847-2073
	<b>EMAIL ADDRESS:</b> carol.ball@fuigwv.net	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INURRRA: Westfield	24112
<b>INSURED</b> Pocahontas Communications Cooperative Corp 9836 Browns Creek Rd  Dunmore WV 24934	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: CL1442218011**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	ADDRESS (R/R, HWY)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CWP7321916	11/13/2013	11/13/2014	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 1,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> Hired Autos					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATE/TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A			E.L. EACH ACCIDENT \$
	If yes, describe circle					E.L. DISEASE - EA EMPLOYEE \$
	DESCRIPTION OF OPERATIONS					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Liability Coverage for All Virginia Locations

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 