

**BILL OF SALE**

WITNESSETH THAT:

For and in consideration of the sum of ten dollars (\$10), cash in hand paid by purchaser to seller, the receipt and sufficiency of which is hereby acknowledged, the Western Virginia Emergency Medical Services Council, Inc., a Virginia corporation ("WVEMS"), does hereby bargain, sell, assign, transfer, convey, and deliver unto Bath County, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), all of its right, title, and interest in and to the following items of personal property:

1. Rohn guyed tower.
2. Communications shed.
3. Underground propane tank.
4. Propane generator and appurtenances.
5. Perimeter fence.

To have and to hold, unto Bath County, its heirs, successors, and assigns, forever.

Seller represents and warrants that Seller is the lawful owner of the said Personal Property; that Seller has the right to sell and dispose of the Personal Property; that the Personal Property is free from all claims, liens, and encumbrances; that the Seller has good and marketable title to the Personal Property; and that Seller shall execute such further assurances thereof as may be reasonably necessary.

SELLER:

WESTERN VIRGINIA EMERGENCY MEDICAL SERVICES  
COUNCIL, INC.:

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

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

Position: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA )

) to wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_, on behalf of the Western Virginia Emergency Medical Services Council, Inc.

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

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

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

PURCHASER:

BATH COUNTY, VIRGINIA:

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

Ashton Harrison  
County Administrator

COMMONWEALTH OF VIRGINIA )

) to wit:

COUNTY BATH )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by Ashton Harrison, County Administrator, on behalf of Bath County, Virginia.

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

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

## LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between THE NATURE CONSERVANCY, a District of Columbia non-stock corporation duly domesticated in the Commonwealth of Virginia, whose address is 490 Westfield Road, Charlottesville, Virginia 22901, hereinafter referred to as Landlord, and BATH COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is Courthouse Hill, Warm Springs, Virginia 24484, hereinafter referred to as Tenant.

### WITNESSETH:

Landlord hereby leases and demises to Tenant and Tenant hereby rents from Landlord the Leased Premises herein described upon the following terms and conditions:

1. Leased Premises. The Leased Premises consist of that certain lot or parcel of real estate situated on Bald Knob, Bath County, Virginia, as shown on a sketch attached hereto as Exhibit A, and further described as: A site, approximately 85 feet by 55 feet as enclosed around the approximate coordinates of Latitude 37° 55' 9.24" N., Longitude 79° 51' 15.23" W, and comprising 4,700 square feet, more or less, and being a part of that larger tract known as Bath County Tax Map No. 63-54, comprising 7,304.60 acres according to the tax records of Bath County, Virginia. The Leased Premises may lie within certain tracts or parcels of land owned by Landlord constituting Warm Springs Mountain Preserve (the "Preserve"), which was acquired by Landlord to protect and preserve biological and environmental attributes of the Allegheny Highlands province of Virginia. Tenant shall install and maintain on the Leased Premises only the structures and equipment described on Exhibit B. The Leased Premises include, and Tenant shall also have the non-exclusive right to use, the roads leading to the Leased Premises for the term of this Lease.

2. Term. The term of the Lease shall be for a period of ten (10) years commencing on the date hereof and terminating on \_\_\_\_\_, 2029. This Lease shall automatically renew for three successive five-year periods unless the Tenant gives the Landlord notice at least 90 days before the end of any renewal period of its intent not to renew.

3. Rent. The rental shall be the sum of Ten Dollars (\$10.00) for the term of this Lease, payable in advance without demand, which Tenant shall pay to Landlord simultaneously with the execution of this Lease.

4. Use. Tenant may use the premises for the purpose of erecting, maintaining and operating radio antennas and related equipment for transmitting and/or receiving, and for any other related lawful purpose with Landlord's prior written consent, and shall, while occupying same, comply with all laws, ordinances and regulations affecting same, including specifically all requirements of the National Radio Astronomy Observatory, Green Bank, West Virginia. Tenant shall not install or permit the operation of cellular telephone antennas, repeaters or other equipment without Landlord's prior written consent. The right of ingress and egress via existing road ways is specifically granted to Tenant for all purposes incident to this Lease. Tenant grants to Landlord and to each tenant of Landlord who is required to traverse the Leased Premises for access to such other tenant's leased premises the right to traverse via existing ways across the Leased Premises. The Tenant shall repair or cause to be repaired promptly and at its sole cost and expense all damage to Landlord's roads, fences, gates, drainage facilities or other improvements caused by the Tenant, its agents, contractors, employees, or invitees, which is in excess of normal and prudent usage of such facilities. Within fifteen (15) days of the damage, the Tenant shall meet with the Landlord and provide a plan of operation for the repairs.

5. Utilities. Tenant shall pay all charges for water, electricity, gas and other utility services to the Leased Premises for Tenant's use thereof. Tenant shall not install any utility line, equipment or conduit on any portion of Landlord's property surrounding the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Upon granting such consent, Landlord agrees to execute customary deeds of easement to public utility providers if required to provide utility service to the Leased Premises. Any new utility services shall be installed along existing roads or rights-of-way across the Preserve.

6. Insurance. The Tenant at Tenant's sole expense will keep any buildings, other structures and improvements now or hereafter located on the Leased Premises insured against loss by fire (with extended coverage) to Landlord in an amount equal to the full insurable value thereof. Tenant shall also at Tenant's expense maintain general liability insurance covering the Leased Premises for the protection of both Landlord and Tenant in the amount of \$1,000,000, and shall furnish Landlord with a certificate thereof. At Landlord's request, Tenant shall cause the Landlord to be designated an additional insured on such policy. There shall be no abatement of rent in event of fire or other casualty, and Tenant shall cause the Leased Premises to be restored.

7. Taxes. Landlord shall pay all real estate taxes assessed against the land comprising the Leased Premises. Tenant shall pay all other taxes, if any, general and specific, and including those in the nature of a license tax based on the amount of rent payable hereunder, now or hereafter existing, and all excise taxes, that may be levied or assessed against the Leased Premises and personal property located thereon (including all improvements made by Tenant). Should any of such taxes be assessed in Landlord's name, Tenant agrees to promptly pay Landlord the amount thereof upon presentation of a statement therefor.

8. Maintenance. Tenant accepts the Leased Premises "as is," and Landlord makes no warranties, express or implied, with respect thereto. The Tenant at Tenant's sole expense will keep and maintain the Leased Premises and all improvements from time to time located thereon, and all appurtenances thereto, in good repair and in safe and sanitary condition, ordinary wear and tear excepted; and will at Tenant's sole expense make all necessary repairs, replacements and renewals, which shall be substantially equal in quality and class to the original work. The Tenant will conform with and do all things necessary to comply with every valid law, regulation, order and requirement of any governmental authority relating to the Leased Premises and Tenant's operations thereon, and will hold and save Landlord harmless from all costs, liability, demands and damages arising out of or caused by Tenant's breach thereof or failure to comply therewith. The Landlord shall not be required to repair or maintain the Leased Premises in any way and shall not be liable for any damage to any tower, building, other structure or equipment caused by fire, lightning, wind, ice, weather, animals, vandalism or any other cause whatsoever. The Tenant agrees to place a sign or placard on a building or other structure located on the Leased Premises which shall identify the Tenant by name.

9. Changes and Alternations. Tenant may, at Tenant's expense, alter, remodel, improve or modify any structure that Tenant places on the Leased Premises, provided that the alterations or improvements are approved in writing in advance by Landlord. Provided Tenant is not in default hereunder, Tenant may upon termination of this Lease or any renewal or extension thereof remove from the Leased Premises all materials, equipment, structures and property installed by Tenant thereon, provided that such property may be removed without substantial injury to the Leased Premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to installation of such property. At the option of Landlord any such property not removed within ninety (90) days following termination of this Lease or any renewal or extension

thereof shall become the property of Landlord. Landlord shall have the right to dispose of any of Tenant's structures or property still remaining on the Leased Premises after such 90-day period, at Tenant's expense. Tenant acknowledges that Landlord has leased to other tenants similar premises which are being used for purposes similar to Tenant's use of Leased Premises. Tenant covenants not to interfere with any other tenant's use of such tenant's respective leased premises. Tenant will indemnify Landlord against any damages Landlord might suffer by reason of such interference; and, Tenant further covenants that it will hold Landlord harmless from any claim made by Tenant alleging that any other tenant of Landlord has interfered with Tenant's operation. Tenant shall provide Landlord with twenty-one (21) days prior written notice of any construction on Leased Premises.

10. Liens. The Tenant shall not suffer or permit any lien to be filed against the Tenant's leasehold interest in the Leased Premises or any improvement thereon by reason of work, labor, services or materials performed by or supplied to the Tenant or anyone holding the Leased Premises or any part thereof under this lease. If any such lien is filed against the Tenant's leasehold interest or any improvements thereon, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by the Landlord. The Tenant shall indemnify the Landlord for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

11. Condemnation. If the Leased Premises or any part thereof shall be condemned or taken for a public or quasi-public use, then, upon payment of any award or compensation arising from such condemnation or taking, there shall be such abatement in rent and other such adjustment as might be just and equitable under all the circumstances, regardless of any technical rule of law, but Tenant shall not, under any circumstances, be entitled to a condemnation award for the value of its tenancy.

12. Default. A breach of any of the covenants or conditions of this Lease continuing for more than fourteen (14) days after notice thereof from Landlord shall be deemed a default by Tenant under this Lease. However, a default (except as to payment of rentals) as to matters capable of being cured shall be deemed cured if Tenant, in good faith, commences performance required to cure same within fourteen (14) days after receipt of such notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In addition to all other remedies available at law or in equity, upon default by Tenant, Landlord may without notice to Tenant, re-enter the Lease Premises, but no such re-entry shall be deemed an acceptance of a surrender of this Lease. In the event of re-entry for default, Landlord may, but shall not be required to, re-let the Leased Premises or any part thereof, as agent for Tenant, for any sum that Landlord may deem reasonable. Further, Landlord may at Landlord's option terminate this Lease for default, in which event Tenant shall remain liable for all Tenant's obligations under this Lease, and for such loss and damages as Landlord may sustain as a result of Tenant's breach hereof.

13. Holdover. Should Tenant continue in possession after the end of the term herein with permission of Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than thirty (30) days written notice at any time. During such holdover, rental shall be paid on a monthly basis and shall be equal to the most recent monthly installment of rent due hereunder.

14. Notices. All notices required to be given under this Lease shall be deemed given if in writing and delivered personally, two days after being mailed by registered or certified mail, postage prepaid and return receipt requested, or one day after being sent by a nationally recognized courier

service, in any case properly addressed to the receiving party's address set forth at the beginning of this Lease.

15. Assignment. Tenant shall not assign or sublet the Leased Premises without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion.

16. Collocation. Tenant shall not enter into any sublease, license or other agreement for the installation, maintenance or operation of communications equipment owned or operated by a third party without Landlord's approval.

17. Collocation Fees. In the event that a private, for-profit communications equipment operator desires to locate radio, cellular, television, cable or any other type of communication equipment on the Leased Premises, the Landlord may, in its sole discretion, permit the Tenant to enter into a sublease or license for such equipment (a "Collocation Agreement"), in which case the Landlord shall be paid a collocation fee (the "Fee") in the amount of forty percent (40%) of the consideration for such collocated equipment. Landlord may withhold its consent to the Collocation Agreement if the rent or fee to be charged the collocating entity is less than the current fair market value for the rights granted in the Collocation Agreement. The Fee shall be remitted to Landlord not later than ten (10) business days after it is received by Tenant. Failure to remit the Fee to Landlord for more than thirty (30) days after payment was due the Tenant pursuant to the Collocation Agreement shall be a default under this Lease. Notwithstanding the foregoing, Tenant may permit governmental or charitable organizations ( exempt from taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code) to collocate communications equipment on the Leased Premises for purposes of carrying out their governmental or charitable purposes at a rent or fee less than fair market value or for no rent. Likewise, due to the benefits to accrue to Landlord pursuant to agreements between it and The Homestead regarding maintenance and security of the Preserve, Tenant may agree in writing to permit the entity that operates The Homestead to collocate communications equipment (for hotel management purposes only) on the Leased Premises at a rent or fee less than fair market value or for no rent. Any such agreement with a governmental or charitable organization, or the operator of The Homestead, shall be in writing (a "Local Use Agreement"). No such Collocation Agreement or Local Use Agreement shall be for a term longer than the term of this Lease, and the Landlord shall indicate its consent, if given, to a Collocation Agreement, or any amendment thereto, by its execution thereof. Any Collocation Agreement shall provide that in the event Tenant defaults on this Lease, the entire amount due Tenant thereunder shall be paid directly to Landlord. Tenant shall provide the Landlord with a true copy of any such Collocation Agreement or Local Use Agreement, amendment thereto or any other documents reasonably requested by the Landlord.

18. Expenses. In the event of any breach of any covenant, condition or provision of this Lease by Tenant, Landlord may, but shall not be obligated to, after reasonable notice to Tenant, cure such breach for the account and at the expense of the Tenant. Tenant shall promptly reimburse Landlord for any expense, including reasonable attorney fees, it may incur as a result of any breach hereof by Tenant, or in enforcing any provision hereof. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Leased Premises by Tenant or any other persons on the Leased Premises with Tenant's consent.

19. Indemnification. To the extent permitted by law, and without intending to assume any liability for which it would have sovereign immunity if sued in its own name, Tenant shall indemnify and hold harmless Landlord against all liability, losses, damages and expense (including legal and attorney fees) incurred or suffered by Landlord as a result of any injury to property or person, including death, on the Leased Premises or resulting from any act or omission of Tenant or

any of its agents, contractors, employees, or invitees, on or in the vicinity of, or relating to Tenant's activities on, the Leased Premises.

20. Environmental Liability. Tenant will indemnify Landlord against all costs (including legal and attorney fees), penalties, losses and damages, incurred by Landlord resulting from any environmental contamination caused by Tenant or any of Tenant's agents, contractors, employees, sub-lessees, invitees and assigns during the term of this Lease, as extended, and any previous Lease terms.

21. Miscellaneous. This Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and shall be binding upon the parties, their successors and assigns.

This Lease contains the complete agreement of the parties, and shall not be modified or amended except by written amendment hereto. No waiver of any breach of covenant or condition herein shall be construed as a waiver of a covenant or condition itself or any subsequent breach thereof. The paragraph headings appearing in this Lease are for purposes of easy reference and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions hereof.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives.

THE NATURE CONSERVANCY,  
a District of Columbia non-stock corporation

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

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

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of The Nature Conservancy, a District of Columbia non-stock corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_.

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

BATH COUNTY, VIRGINIA, a political subdivision of  
the Commonwealth of Virginia

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

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

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF \_\_\_\_\_, to wit:

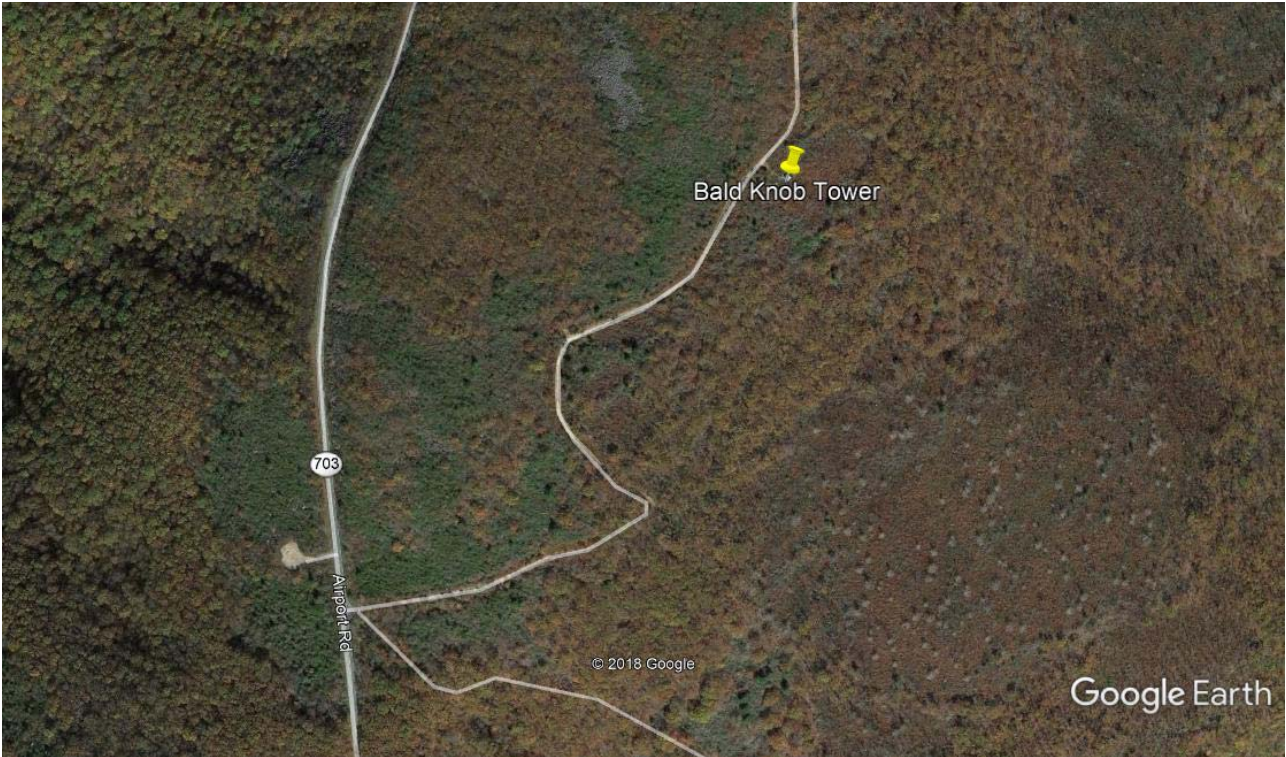
The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_, who is \_\_\_\_\_ of the County of Bath, a political subdivision  
of the Commonwealth of Virginia.

My commission expires \_\_\_\_\_.

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



Exhibit A - map



The Bald Knob site is an approximately 85' x 55' fenced compound with a guyed tower, equipment building, and an underground propane tank.

Exhibit B – equipment schedule

1. Rohn guyed tower (approximately 60').
2. Equipment building.
3. Underground propane tank.
4. Propane generator.
5. Fenced perimeter
6. (planned) 190' freestanding tower.
7. (planned) Equipment building. (existing equipment building will be removed upon completion)