

# CITY CLERK ORIGINAL

C-7741  
02/21/2011

## ACCESS LICENSE AGREEMENT (Camera Placement)

THIS ACCESS LICENSE AGREEMENT ("License") is made and entered into as of February 21, 2011, by and between Meredith Corporation (d/b/a KPHO-TV), an Iowa corporation with offices at 4016 North Black Canyon Highway, Phoenix, Arizona, ("Licensee"), and the City of Glendale, Arizona, a municipal corporation, 5850 West Glendale Avenue, Glendale, Arizona 85301 ("City" or "Licensor").

1. PREMISES.

City hereby grants an Access License to Licensee for access to certain space which is located on the roof of City's building at City of Glendale Media Center, 9494 West Maryland Avenue, Glendale, Arizona (the "Property") and as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

2. TERM OF LICENSE.

The term of this License will commence as of the date hereof and will continue for a term of one (1) year. By mutual agreement, this License may be renewed on an annual basis for five (5) consecutive years. However, notwithstanding the foregoing, either party may terminate this License, without breach or penalty, upon sixty (60) days' prior written notice to the other party.

3. CONSIDERATION.

City will receive no cash compensation for this License. However, Licensee will endeavor to announce the location of the camera, "City of Glendale Media Center," on the Premises each time it is used during newscasts or "beauty shots." City understands that this announcement may not be possible in situations involving breaking news or weather emergencies.

4. USE OF PREMISES; EXCLUSIVE.

Section 4.1. Licensee agrees that it will use and occupy the Premises only for the operation and maintenance of certain television camera and ancillary equipment described in Exhibit B (the "Equipment"). City reserves the right to grant other persons rights to use all or any portion of the roof, so long as such use does not unreasonably interfere with the operation, maintenance or removal of Licensee's Equipment.

Section 4.2. This License authorizes Licensee's installation, operation and maintenance of the Equipment at the Premises, and for no other purpose or business. No further installation of equipment or work (other than maintenance as described below in Section 5) shall be undertaken by Licensee at the Property without the prior written consent of City.

Section 4.3. Licensee shall maintain, at its sole expense, all permits and other governmental approvals required for the operation of Licensee's Equipment during the term hereof.

Section 4.4. Licensee shall exercise each of its rights hereunder in such a manner so as not to interfere with the use of the roof by any other persons or entities making use of the roof or having rights to do so.

5. INSTALLATION AND MAINTENANCE.

Section 5.1 Licensee agrees to keep the Equipment neat and clean and in good order, condition, and repair and to maintain the Equipment and to make such repairs as are necessary to keep the Equipment in good working condition. City agrees to maintain the Premises at its sole cost and expense. All maintenance, repairs and replacement by Licensee hereunder shall be undertaken in a manner to avoid any interference with City or any licensees or other licensees of City.

Section 5.2 City may not remove the Equipment at any time during the term of this License. Upon the expiration or earlier termination of this License, Licensee must remove the Equipment promptly. Licensee agrees to repair any and all damage to the Premises resulting from its use of the Premises or damage resulting from the removal of the Equipment from the Premises at its sole cost and expense.

6. UTILITIES.

Licensee agrees to pay for charges for local and long distance telephone charges relating to Licensee's use of the Equipment located on the Premises. City agrees to provide and pay for electricity used in connection with the Equipment. City shall not be in default hereunder or be liable for any damages directly or indirectly resulting from: (i) the interruption of use of the Equipment as a result of theft or vandalism, or the malfunctioning, installation, detachment, failure, or removal of Licensee's equipment, or the removal of other equipment at the Property; or (ii) any interruption in power supply provided that City agrees to use reasonable efforts to remedy any interruption in the furnishing of such utilities.

7. LICENSEE'S ACCESS TO PREMISES.

Licensee is granted a right of access over the Property to gain access to the Premises during reasonable business hours. Licensee agrees that it shall restrict access to the Property and the roof to only authorized engineers, employees, or properly authorized contractors, subcontractors and agents of Licensee or persons under its direct control and supervision (collectively, "Authorized Personnel"), and Licensee shall provide City with a list of the names of the Authorized Personnel, which list shall be updated as necessary. In addition, Licensee agrees to reasonably limit the number of persons entering the Property and upon the roof and to reasonably limit the frequency of the visits and possible damage to the roof. Licensee agrees that

prior to any entry into the Property or upon the roof by any Authorized Personnel, such Authorized Personnel shall provide as much advance notice (except in emergencies) as is reasonably possible.

8. MISCELLANEOUS PROVISIONS.

Section 8.1 Licensee, upon the observing, keeping and performing of all of the terms and provisions of this License on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under City.

Section 8.2 This License shall be governed by and construed in accordance with Arizona law.

Section 8.3 Whenever under the terms of this License, notice shall or may be given either to City or to Licensee, such notice shall be in writing and shall be sent by overnight mail or registered or certified mail, postage prepaid and return receipt requested, and addressed to:

Notices to Licensee shall be sent to:

Meredith Corporation/KPHO-TV  
Attn: Broadcast General Counsel  
1716 Locust Street  
Des Moines, Iowa 50309-3023.

Notices to City shall be sent to:

City of Glendale  
9494 West Maryland Avenue  
Glendale, Arizona 85305

With a copy to:

Glendale City Attorney  
5850 West Glendale Avenue, Suit 450  
Glendale, Arizona 85301

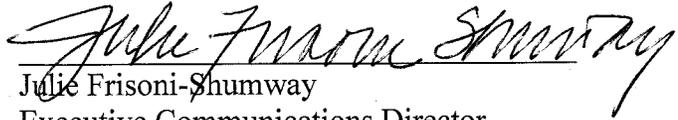
The time of giving of any such notice shall be deemed to be three (3) days after such notice is mailed.

[Signatures to appear on following page.]

IN WITNESS WHEREOF, this License has been executed as of the day and year first above written.

"CITY":

CITY OF GLENDALE, an Arizona  
municipal corporation

  
Julie Frisoni-Shumway  
Executive Communications Director

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
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Craig Tindall, City Attorney

LICENSEE:

Meredith Corporation/KPHO-TV

By: 

Title: VP/GM