

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 29 day of June A. D. 2013. Witness my hand and seal of the said City this 12 day of July A. D. 2013.

BILL NO. 30 -2013

AN ORDINANCE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF READING AND WFMZ FOR THE LEASE OF A PORTION OF THE "WEEU BUILDING" FOR THE INSTALLATION OF A TRANSMITTER ON THE EXISTING TOWER

WHEREAS, the City of Reading desires to enter into an agreement to lease a portion of the building erected thereon designated as the "Kitchen" in the "WEEU Building," located in Lower Alsace Township on the easterly side of Skyline Boulevard, in the County of Berks and Commonwealth of Pennsylvania, which was formerly leased to WITF under a 1999 lease agreement.

WHEREAS, WFMZ desires to lease the property to increase the provide tower height for its current antennae to increase coverage of live news events in the City and to improve its TV translator to provide free over-the-air television coverage to residents of the City of Reading; and

WHEREAS, WFMZ will produce for the City two promotional commercials highlighting positive developments in the City, as explained in Attachment A of the lease attached as Exhibit A;

WHEREAS, the Mayor, is authorized and directed to exccute, under the seal of the City of Reading, attested to by the City Clerk, a Lease Agreement for the City of Reading; and

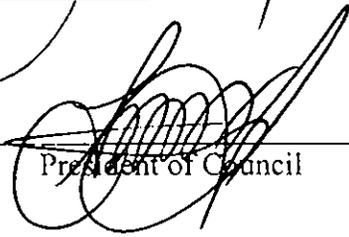
NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Agreement of Lease between the City of Reading and WFMZ attached as Exhibit A, is hereby approved.

SECTION 2. The Mayor, Vaughn Spencer, is authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Lease Agreement between the City of Reading and WFMZ for portion of the building erected thereon designated as the "Kitchen" in the "WEEU Building," located in Lower Alsace Township on the easterly side of Skyline Boulevard, in the County of Berks and Commonwealth of Pennsylvania.

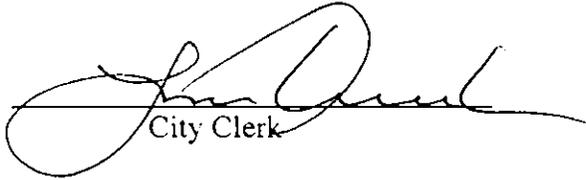
SECTION 3. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted June 24, 2013



President of Council

Attest:

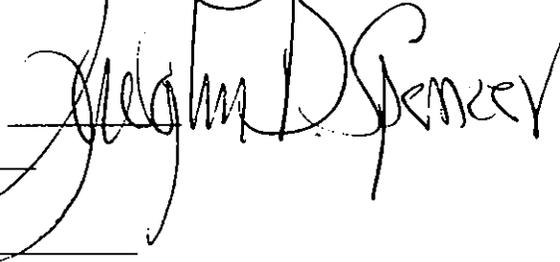


City Clerk

(LAW DEPT.)

Submitted to Mayor: 
Date: 6/24/13

Received by the Mayor's Office: 
Date: 6/24/13

Approved by Mayor: 
Date: 6/25/13

Vetoed by Mayor: _____
Date: _____

EXHIBIT A

Attachment A

May 1, 2013

City of Reading
815 Washington Street
Reading, PA 19601-3690

WFMZ-TV Tower Lease Agreement Payment

Background:

WFMZ-TV provides extensive news coverage and programming to the citizens of Reading and the surrounding area. To continue bringing live news coverage to the region, it is important for the station to have a stable transmission tower for its electronic news gathering operations.

WFMZ-TV also seeks to place a TV translator on the tower to provide free over-the air TV signals from WFMZ-TV to the downtown residents of Reading. Mt Penn blocks over-the-air signals from some citizens of Reading, and via this tower agreement, WFMZ-TV will be able to provide this additional service to the citizens.

Payment Terms

WFMZ-TV will pay a total of Twenty Thousand Dollars (\$20,000) for the 10 year term of the initial term of the lease payable in annual installments of Two Thousand Dollars (\$2,000) at the beginning of each lease year.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 1st day of JULY, 2012, by and between: the CITY OF READING, a third-class city organized and existing under the laws of the Commonwealth of Pennsylvania, hereafter called "Lessor;" and Maranatha Broadcasting Company, Inc., d/b/a WFMZ-TV Channel 69, a Pennsylvania business corporation with offices at 225 Court Street, Reading, Pennsylvania, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessee is desirous of leasing the Premises (as defined herein) from Lessor, and Lessor is desirous of leasing the same to Lessee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee, and Lessee leases the same from Lessor, a certain tract of land, together with the portion of the building erected thereon designated as the "Kitchen" in the "WEFU Building," located in Lower Alsace Township on the easterly side of Skyline Boulevard, in the County of Berks and Commonwealth of Pennsylvania, and being more fully described and designated by the City Engineer by plan and description (the "Premises"). For the avoidance of doubt, the Premises includes that certain portion of land leased and used by WITF, Inc. pursuant to that certain Lease Agreement dated November 3, 1999. A sketch showing an approximate rendering of the Premises is attached hereto as Exhibit A.

2. Rent. Lessor hereby leases the Premises to Lessor for the term in exchange for an annual advertising contract as outlined in that certain letter hereto as Exhibit B.

3. Term. The initial term of this Lease will commence on July 1st, 2012 and will continue until 12:00 AM, EST, on July 1st, 2022 (sometimes hereinafter referred to as the "initial term." Lessee will have the option of extending the term of this Lease for not more than two (2) additional five (5) year terms upon the same terms and conditions set forth herein (each, an "option term"). In the event Lessee does not desire to lease the Premises for one (1) or both option terms, Lessee must provide Lessor with written notice of Lessee's intent to terminate the Lease upon the expiration of the current term not less than ninety (90) days prior to the expiration of the said term. Hereinafter, "term" will collectively refer to the initial term and both option terms.

4. Utilities. Lessee will be solely responsible to obtain and pay for all of its utility needs for the Premises.

5. Use of Premises. Lessee will only use the Premises for the purpose of installing, maintaining and operating radio and television equipment, including towers, antennae and accessory structures, for radio and television programming.

6. New Tower; Trade Fixtures. Lessor acknowledges and understands that Lessee intends to replace the tower that currently exists on the Premises. All equipment installed on the Premises by Lessee are trade fixtures, will remain the personal property of Lessee and will not become fixtures by reason of their annexation to the Premises.

7. Maintenance; Insurance. Lessees will be responsible for insuring, maintaining, repairing and replacing all of its equipment located upon the Premises, including the tower. Lessor will be responsible for maintenance, repair and replacement to the grounds, including the grass, driveway, sidewalks and parking lot, if any. Lessor will be responsible for the maintenance, repair and replacement of any other structure on the Premises excluding Lessee's equipment.

8. Indemnification.

a. Lessee agrees to indemnify and hold harmless Lessor from and against any and all liability, loss, cost, damage, and expense from claims, demands and causes of action for injury to any person or damage to any property arising out of the use by Lessee of the Premises, including without limitation, by reason of its equipment located on the Premises.

b. Lessor agrees to indemnify and hold harmless Lessee from and against any and all liability, loss, cost, damage, and expense from claims, demands and causes of action for injury to any person or damage to any property arising out of Lessor's responsibility to maintain, replace and repair the grounds and structures located on the Premises, as set forth in Section 7, above.

9. Holdover Tenancy. If, after expiration of the term of this Lease, and provided Lessor does not object, Lessee continues to use the Premises, the term of this Lease will become a month-to-month lease upon the same terms and conditions set forth herein.

10. Removal of Equipment. Within sixty (60) days after the termination of this Lease for any reason, Lessee will remove its equipment from the Premises and will restore the Premises to the condition that existed immediately prior to the execution of this Lease; provided, however, Lessee will not be obligated to reconstruct the tower that Lessee intends to replace. Lessee or its designees, employees or agents will be permitted the right to ingress, egress and regress over the Premises during the aforementioned sixty (60) day period for the purpose of removing its equipment and restoring the Premises as set forth in this Section 10.

11. No Interference. Lessee agrees that in the operation of its communications station located on the Premises, it will not interfere with the transmission of or the

reception of messages which are broadcast by Lessor's police broadcasting station or any other tenants of Lessor presently leasing property from Lessor for similar transmission stations and that the Lessor herein shall have a right to terminate such transmission in the event it determines that the use of the Premises is unduly interfering with the other tenants' right to operate their transmission stations.

12. Miscellaneous.

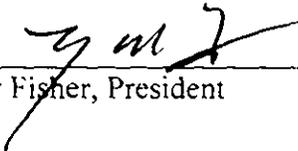
a. Binding Agreement. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. Counterparts. This Lease may be executed in counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement. Delivery of signatures by facsimile or pdf file (or similar scanned computer file) shall be deemed delivery of originals. A facsimile copy, photostatic copy or other copy showing an exact likeness of the original signatures of the parties hereto shall be deemed an original for all purposes.

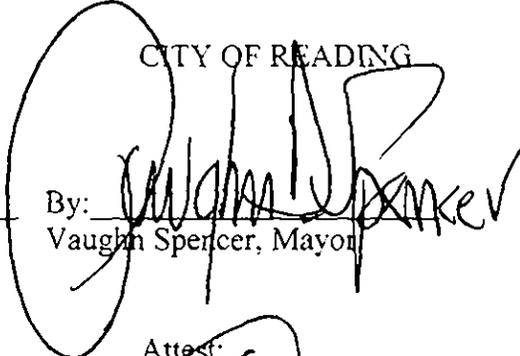
c. Entire Agreement. This Lease states the entire understanding reached between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease the day and year first above written.

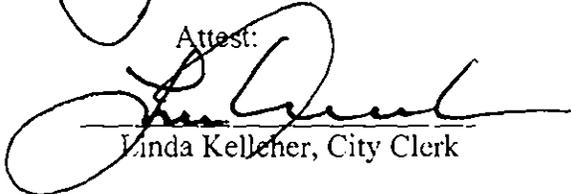
MARANATHA BROADCASTING
COMPANY, INC.

By: 
Barry Fisher, President

CITY OF READING

By: 
Vaughn Spencer, Mayor

Attest:


Linda Kelleher, City Clerk

Attachment B



Proposed New Fence

Existing WITF Tower

Old WTVE Tower

Present WTVE Tower

Existing WITF
Transmitter Room

Old WEEU Building

Old Tower

Entrance Road



MT PENN PROPOSED
TOWER PROJECT

\Berks\2012 Tower survey



1/27/12

1/27/12

1/27/12