

# **City of Wendover, Utah**

## **Assignment of FCC Television Translator Licenses**

### Recitals

A. The City of Wendover (the "City") is the licensee of those certain television FCC translator licenses described in paragraph 1 below (the "Licenses") for the broadcast of television signals in the community of Wendover (including without limitation the cities of Wendover, Utah and West Wendover, Nevada);

B. The television signals presently generated by the existing television translator equipment are generally of poor quality;

C. The University of Utah (the "University") desires to upgrade the quality of over the air television broadcasts to the community of Wendover and desires to acquire the Licenses from the City;

D. The Wendover City Council desires to memorialize its approval of the transfer of the Licenses to the University.

### Agreement

For valuable consideration, the receipt and adequacy of which are acknowledged, the City and the University agree as follows:

1. Effective as of the last signature date below (the "Effective Date"), the City transfers its right, title and interest in the following FCC television translator licenses to the University:

K08EI  
K10ES  
K12EB  
K15GZ  
K31JT-D  
K32IH-D  
K33JU-D  
K57KE-D

No fees or other monies shall be paid by the University to the City in connection with the transfer of the Licenses.

2. Effective as of the Effective Date, the University will become the licensee of the Licenses and the City shall have no responsibility or liability for: (a) the Licenses; or (b) any costs associated with the Licenses that arise after the Effective Date.

3. The City will continue to own the building and structures within which and upon which all or a portion of the television translator equipment relating to the Licenses will be located; and the City agrees to grant the University access to said building and structures at reasonable times and for reasonable purposes associated with the operation and maintenance of the equipment. The University will provide reasonable notice to the City of its need to gain access to the building and structures.

4. The University will indemnify and hold harmless the City (and its officers, employees and agents) from any losses, damages or injuries sustained by the University or its employees or agents associated with any use or activity by the University of the building and structures where the television translator equipment is located.

5. The City and the University are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this document shall be construed to be a waiver by the City or the University of any protections, rights, or defenses applicable to such party under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this document shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this document, the obligations of the University under Section 4 above are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of the University.

6. The parties will execute other documents as may reasonably be required to effectuate the requirements of this instrument.

*[remainder of page intentionally left blank]*

This Assignment of FCC Television Translator Licenses is executed by the parties on the dates set forth immediately below:

THE CITY OF WENDOVER, UTAH

THE UNIVERSITY OF UTAH

Michael R. Crawford

Michael R. Crawford, Mayor

Date: February 3, 2011.

Attest:

Rebecca W Davis

by: Rebecca W Davis

its: CFO & asst. general manager

Date: February 4, 2011.

Tammera Weyland

Tammera Weyland, City Clerk

Seal: