

EXHIBIT A

ENGINEERING STATEMENT

The engineering data contained herein have been prepared on behalf of FOX TELEVISION STATIONS, INC., licensee of television translator K28CW, Channel 28 in Flagstaff, Arizona, in support of this application for modification of Construction Permit BDFCDTT-20090804ABZ, which authorizes digital operation on Channel 28 from the licensed K28CW site. The purpose of this modification is to increase the authorized effective radiated power from 0.2 kW to 1.0 kW. No change in site location, antenna height or antenna model is proposed herein.

It is still intended to utilize the existing Bogner directional antenna, which is mounted at the 11-meter level of an existing 12-meter communications tower. Exhibit B is a map upon which the revised service contour is plotted. It is important to note that the newly proposed 51 dBu contour encompasses a significant portion of the Grade A contour that obtains from the licensed analog K28CW facility. An interference study, which utilized a cell size of 2.0 kilometers and an increment spacing of 1.0 kilometer, is provided in Exhibit C. A power density calculation follows as Exhibit D.

While the attached interference study reveals that the Commission's Rules are met with respect to the facility proposed herein and KTVW-CD, Channel 27 in Flagstaff, Arizona, the applicant has entered into an agreement with the owner of KTVW-CD in the event that the FCC's interference program indicates that the interference from the proposed K28CW-D facility to either the licensed or authorized facilities of KTVW-CD is greater than 0.5 percent of the KTVW-CD service population. A copy of that agreement appears as Exhibit E.

Because no change in the overall height or location of the existing tower is proposed, the FAA has not been notified of this application. Due to the diminutive height of the tower and its proximity to the nearest airport runway, FCC antenna structure registration is not required. This conclusion is supported by the Commission's TOWAIR program.

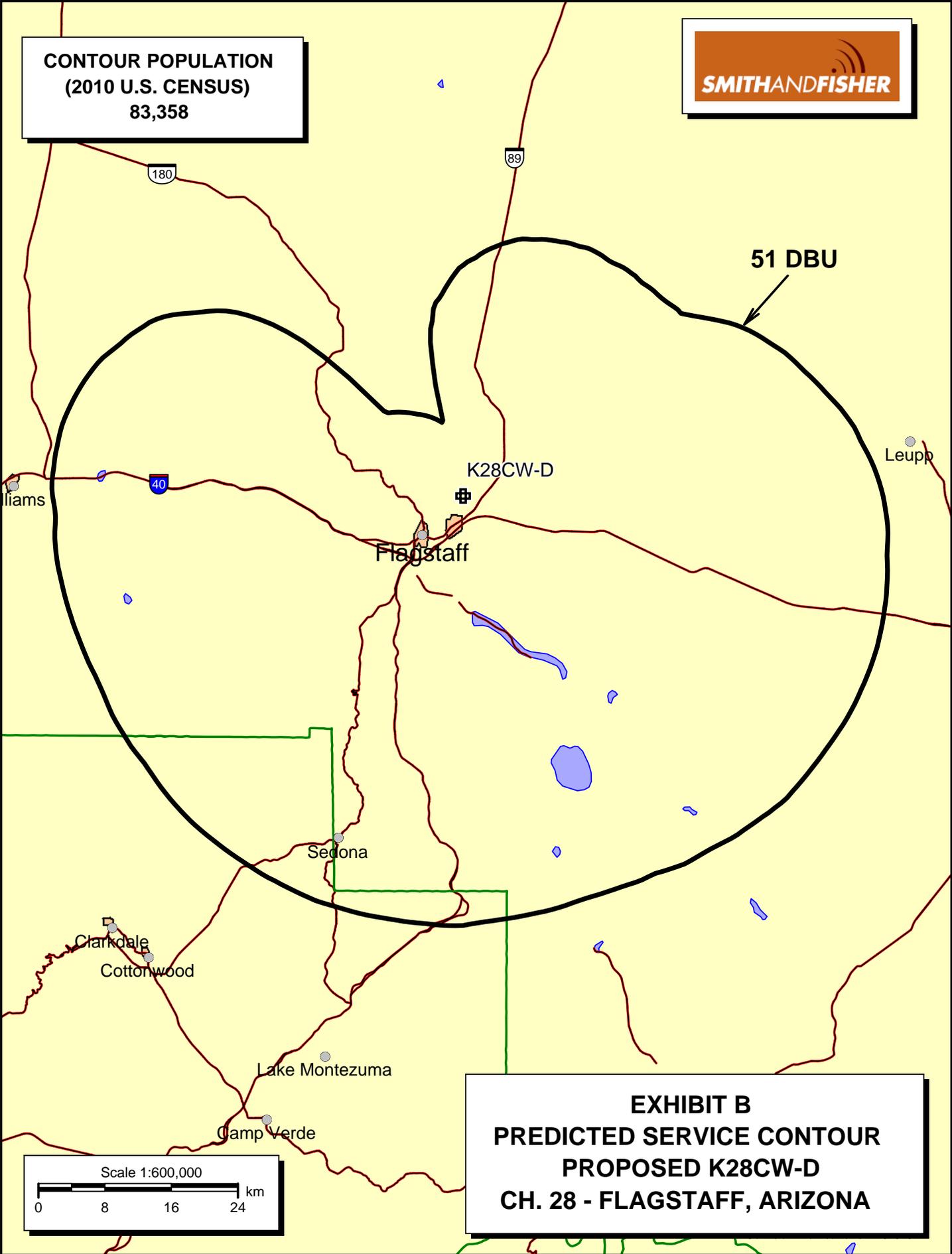
I declare under penalty of perjury that the foregoing statements and the attached exhibits, which were prepared by me or under my immediate supervision, are true and correct to the best of my knowledge and belief.

A handwritten signature in blue ink, appearing to read 'K. T. Fisher', with a long horizontal line extending to the right.

KEVIN T. FISHER

June 12, 2012

**CONTOUR POPULATION
(2010 U.S. CENSUS)
83,358**



51 DBU

K28CW-D

Flagstaff

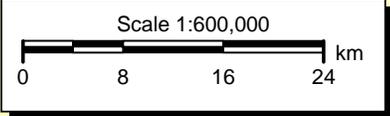
Leupp

Sedona

Clarkdale
Cottonwood

Lake Montezuma

Camp Verde



**EXHIBIT B
PREDICTED SERVICE CONTOUR
PROPOSED K28CW-D
CH. 28 - FLAGSTAFF, ARIZONA**

LONGLEY-RICE INTERFERENCE STUDY
PROPOSED K28CW-D
CHANNEL 28 – FLAGSTAFF, ARIZONA
[MODIFICATION OF BDFCDTT-20090804ABZ]

We conducted a detailed interference study using the Longley-Rice methodology contained in the Commission's *OET Bulletin No. 69*, with respect to all facilities of concern. The software utilized a 2-square kilometer cell size, calculated signal strength at 1.0 kilometer increments along each radial studied, and employed the 2000 U.S. Census to count population within cells. In addition, the program did not attribute interference to the proposed facility in cells within the protected contour of the station under study where interference from another source (other than proposed K28CW-D) already is predicted to exist (also known as "masking"). A summary of the results of this study is provided in Exhibit C-2. It concludes that the facility proposed herein causes no significant new interference to any of the potentially affected stations.

As a result, it is believed that the proposed K28CW-D facility complies with the requirements of Sections 74.709, 74.793(e), 74.793(f), 74.793(g), 74.793(h), 74.794(b) and 73.1030 of the Commission's Rules.

While our interference study reveals that the Commission's Rules are met with respect to the facility proposed herein and KTVW-CD, Channel 27 in Flagstaff, Arizona, the applicant has entered into an agreement with the owner of KTVW-CD in the event that the FCC's interference program indicates that the interference from the proposed K28CW-D facility to either the licensed or authorized facilities of KTVW-CD is greater than 0.5 percent of the KTVW-CD service population. A copy of that agreement appears as Exhibit E.

INTERFERENCE SUMMARY

PROPOSED K28CW-D
 CHANNEL 28 – FLAGSTAFF, ARIZONA
 [MODIFICATION OF BDFCDTT-20090804ABZ]

<u>Call Sign</u>	<u>Status</u>	<u>City, State</u>	<u>Ch.</u>	<u>Longley-Rice Service Population</u>	<u>Unmasked Interference From Proposed Facility</u>	<u>%</u>
KTVW-CD BLDTA-20110120ACT	Lic.	Flagstaff, AZ	27	73,794	255	0.35
KTVW-CD BPDTA-20110216ABF	CP	Flagstaff, AZ	27	74,641	215	0.29
K29IQ-D BDCCDTT-20080917ACQ	CP	Cottonwood, AZ	29	159,575	1,352	0.85

Note: Cell size of 2.0 kilometers and increment spacing of 1.0 kilometer used in study.

Interference agreement with KTVW-CD included as Exhibit E, if necessary.

EXHIBIT D

POWER DENSITY CALCULATION

PROPOSED K28CW-D
CHANNEL 28 – FLAGSTAFF, ARIZONA
[MODIFICATION OF BDFCDTT-20090804ABZ]

Since the FCC considers the possible biological effects of RF transmissions in its environmental determinations, we have studied the matter with respect to this Flagstaff facility. Employing the methods set forth in *OET Bulletin No. 65* and considering a main-lobe effective radiated power of 1.0 kw, an antenna radiation center 11 meters above ground, and the vertical pattern of the Bogner B4UA antenna, maximum power density two meters above ground of 0.013 mw/cm^2 is calculated to occur 5 meters south-southwest of the base of the tower. Since this is only 3.5 percent of the 0.37 mw/cm^2 reference for uncontrolled environments (areas with public access) surrounding a facility operating on Channel 28 (554-560 MHz), this proposal may be excluded from consideration with respect to public exposure to nonionizing electromagnetic radiation.

Further, the station owner will take whatever precautionary steps are necessary, such as reducing power or leaving the air temporarily, to ensure that workers operating in the vicinity of the antenna are not exposed to excessive nonionizing radiation.

EXHIBIT E

**INTERFERENCE AGREEMENT BETWEEN
OWNERS OF K28CW-D AND KTVW-CD**

FACILITIES MODIFICATION AND INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement (“Agreement”) is entered into as of January 14, 2010 (the “Effective Date”) by and between KTVW License Partnership, G.P. (“Univision”) and Fox Television Stations, Inc. (“FTS”).

1. Univision is the licensee of Class A television station KTVW-CA, Flagstaff/Doney Park, Arizona (FCC Facility ID No. 29464) (“KTVW-CA”), and has a pending application for a construction permit to operate KTVW-CA on digital Channel 27 using a directional composite antenna with a maximum effective radiated power (“ERP”) of 7.2 kW at 59 meters height of radiation center above ground level (File No. BDISDTA-20090630AAD) (the “KTVW-CA Digital Displacement Application”). Following the grant of the KTVW-CA Digital Displacement Application and construction of the digital facilities specified therein, Univision intends to file an application (the “KTVW-CA Modification Application”) to modify the Channel 27 digital construction permit of KTVW-CA to increase maximum ERP to 15 kW (the “KTVW-CA Modification”), using the same antenna and elevation above ground level as that specified in the KTVW-CA Digital Displacement Application.

2. FTS is the licensee of television translator station K28CW, Flagstaff, Arizona (FCC Facility ID No. 68896) (“K28CW”), holds a construction permit (File No. BDFCDTT-20090804ABZ) to “flash-cut” K28CW to digital operation, and intends to file an application (the “K28CW Modification Application”) for K28CW to increase ERP to 1 kW (the “K28CW Modification”), using the same antenna, location, and elevation above average terrain as that specified in its current construction permit.

3. On August 18, 2009, FTS filed an informal objection (the “Informal Objection”) to the KTVW-CA Digital Displacement Application. According to the Informal Objection, the Channel 27 facilities proposed in the KTVW-CA Digital Displacement Application are predicted to cause interference to 3.79% of the total population within the authorized service area of K28CW as of the Effective Date as defined in Section 74.707(a) of the FCC’s rules. Analyses performed for Univision indicate that such interference would not exceed 0.5%.

4. FTS hereby agrees to accept any interference that may result from implementation of the KTVW-CA Digital Displacement Application and to withdraw the Informal Objection within five (5) calendar days of the date on which both parties hereto have executed this Agreement. In addition, FTS hereby agrees to accept any additional interference to the population within the authorized service area of K28CW, as it may be modified by the K28CW Modification, that may be caused by the facilities proposed in the KTVW-CA Modification so long as the K28CW Modification is granted.

5. Univision hereby agrees to accept any interference that may be caused by the facilities proposed in the K28CW Modification to the population within the service area of KTVW-CA proposed in the KTVW-CA Digital Displacement Application, as it may be modified by the KTVW-CA Modification.

6. Univision will commence operation of KTVW-CA with the facilities specified in the KTVW-CA Digital Displacement Application by December 31, 2010, or within ninety (90) calendar days following the grant of such application by the FCC, whichever date is later,

barring an event of *force majeure* that prevents such commencement of operation. FTS will file the K28CW Modification Application with the FCC within thirty (30) calendar days after the date on which KTVW-CA notifies the FCC that the station is operating the facilities authorized by grant of the KTVW-CA Digital Displacement Application pursuant to automatic program test authority under Section 73.1620(a) of the FCC's rules (Univision shall provide timely notice to FTS that it has filed such notice with the FCC). Univision will file the KTVW-CA Modification Application with the FCC within thirty (30) calendar days after the license application is filed to cover the KTVW-CA Digital Displacement Application. Such license to cover application shall be filed within 10 days of operation pursuant to program test authority. FTS will commence operation of K28CW with the facilities specified in the K28CW Modification Application no later than June 30, 2011 (or within ninety (90) calendar days following the grant of such application by the FCC, if such grant occurs later than June 30, 2011), barring an event of *force majeure* that prevents such commencement of operation. Univision shall not commence operation of KTVW-CA with the facilities specified in the KTVW-CA Modification Application until such time as FTS commences operation of K28CW with the facilities specified in the K28CW Modification Application.

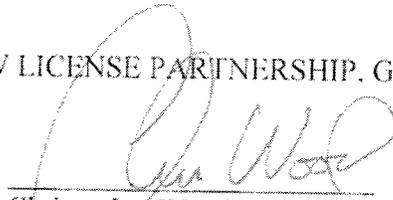
7. Either party may terminate this Agreement upon seven (7) days' prior written notice to the other party if: (i) the FCC, through a final order, has dismissed or denied any of the KTVW-CA Digital Displacement Application, KTVW-CA Modification Application, or K28CW Modification Application or (ii) the FCC has taken no action (*i.e.* the applications remain pending) on any of the KTVW-CA Digital Displacement Application, KTVW-CA Modification Application, or K28CW Modification Application by June 30, 2012.

8. The parties acknowledge that the obligations and agreements herein are of a special, unique and extraordinary character. Upon a material breach by either party of its representations, warranties, covenants and agreements under this Agreement, the other party shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring breaching party to fulfill its obligations under this Agreement. If any action is brought by either party pursuant to this Section to enforce the provisions of this Agreement, the other party shall waive the defense that there is an adequate remedy at law.

9. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. This Agreement may be executed in counterparts and by facsimile, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

KTVW LICENSE PARTNERSHIP, G.P.

By:


Christopher Wood

Title: Vice President & Deputy Legal Counsel
of Univision Communications, Inc., parent
of KTVW License Partnership, G.P.

FOX TELEVISION STATIONS, INC.

By:


Joseph M. Di Scipio

Title: Vice President