

March 2nd, 2021

VIA e-mail submission to James Bradshaw and Nazifa Sawez

Marlene H. Dortch, Secretary
Federal Communications Commission
45 L Street NE
Washington, DC 20554

RE: Cedar Cove Broadcasting, Inc. – FRN 0014711642
Station KPHX(AM) Phoenix, AZ (Fac. ID 13790)
Application for New Station License

Dear Ms. Dortch,

Cedar Cove Broadcasting, Inc., licensee of KPHX(AM) Phoenix, AZ, we are submitting herewith an application on FCC Form 302-AM for a New Station License to cover outstanding Construction Permit BMP-20191230AAA, which modified the original Construction Permit, BP-20180305AAA.

A filing fee form 159 has been mailed and received by the Commission in regards to this application.

Should there be any questions concerning this application, please contact the undersigned.

Respectfully Submitted,



Victor A Michael, Jr.
President/Director
Cedar Cove Broadcasting, Inc./KPHX(AM)
1418 Bradley Avenue
Cheyenne, WY 82001

307-772-1322
vicmichael@aol.com

FOR
FCC
USE
ONLY

FCC 302-AM
APPLICATION FOR AM
BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO.

SECTION I - APPLICANT FEE INFORMATION

1. PAYOR NAME (Last, First, Middle Initial)

MAILING ADDRESS (Line 1) (Maximum 35 characters)

MAILING ADDRESS (Line 2) (Maximum 35 characters)

CITY

STATE OR COUNTRY (if foreign address)

ZIP CODE

TELEPHONE NUMBER (include area code)

CALL LETTERS

OTHER FCC IDENTIFIER (If applicable)

2. A. Is a fee submitted with this application?

☐

Yes

☐

No

B. If No, indicate reason for fee exemption (see 47 C.F.R. Section

☐

Governmental Entity

☐

Noncommercial educational licensee

☐

Other (Please explain):

C. If Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).

(A)

FEE TYPE CODE		

(B)

FEE MULTIPLE			
0	0	0	1

(C)

FEE DUE FOR FEE TYPE CODE IN COLUMN (A)
\$

FOR FCC USE ONLY

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To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)

--	--	--

(B)

0	0	0	1
---	---	---	---

(C)

\$

FOR FCC USE ONLY

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ADD ALL AMOUNTS SHOWN IN COLUMN C,
AND ENTER THE TOTAL HERE.
THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED
REMITTANCE.

TOTAL AMOUNT
REMITTED WITH THIS
APPLICATION

\$

FOR FCC USE ONLY

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SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT		
MAILING ADDRESS		
CITY	STATE	ZIP CODE

2. This application is for:

- ☐ Commercial
 ☐ Noncommercial
☐ AM Directional
 ☐ AM Non-Directional

Call letters	Community of License	Construction Permit File No.	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit
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3. Is the station now operating pursuant to automatic program test authority in accordance with 47 C.F.R. Section 73.1620?

☐ Yes ☐ No

Exhibit No.

If No, explain in an Exhibit.

4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

☐ Yes ☐ No

Exhibit No.

If No, state exceptions in an Exhibit.

5. Apart from the changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would result in any statement or representation contained in the construction permit application to be now incorrect?

☐ Yes ☐ No

Exhibit No.

If Yes, explain in an Exhibit.

6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?

☐ Yes ☐ No

☐ Does not apply

Exhibit No.

If No, explain in an Exhibit.

7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☐ No

Exhibit No.

If the answer is Yes, attach as an Exhibit a full disclosure of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 U.S.C. Section 1.65(c), the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

8. Does the applicant, or any party to the application, have a petition on file to migrate to the expanded band (1605-1705 kHz) or a permit or license either in the existing band or expanded band that is held in combination (pursuant to the 5 year holding period allowed) with the AM facility proposed to be modified herein?

☐ Yes ☐ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because use of the same, whether by license or otherwise, and requests and authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in

CERTIFICATION

1. By checking Yes, the applicant certifies, that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☐ Yes ☐ No

2. I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name	Signature Victor A Michael, Jr.	
Title	Date	Telephone Number

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627), Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SECTION III - LICENSE APPLICATION ENGINEERING DATA

Name of Applicant

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)

☐

Station License

☐

Direct Measurement of Power

1. Facilities authorized in construction permit

Call Sign	File No. of Construction Permit (if applicable)	Frequency (kHz)	Hours of Operation	Power in kilowatts	
				Night	Day

2. Station location

State	City or Town
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3. Transmitter location

State	County	City or Town	Street address (or other identification)
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4. Main studio location

State	County	City or Town	Street address (or other identification)
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5. Remote control point location (specify only if authorized directional antenna)

State	County	City or Town	Street address (or other identification)
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6. Has type-approved stereo generating equipment been installed?

☐

Yes

☐

No

7. Does the sampling system meet the requirements of 47 C.F.R. Section 73.68?

☐

Yes

☐

No

☐

Not Applicable

Attach as an Exhibit a detailed description of the sampling system as installed.

Exhibit No.

8. Operating constants:

RF common point or antenna current (in amperes) without modulation for night system	RF common point or antenna current (in amperes) without modulation for day system
Measured antenna or common point resistance (in ohms) at operating frequency Night Day	Measured antenna or common point reactance (in ohms) at operating frequency Night Day

Antenna indications for directional operation

Towers	Antenna monitor Phase reading(s) in degrees		Antenna monitor sample current ratio(s)		Antenna base currents	
	Night	Day	Night	Day	Night	Day

Manufacturer and type of antenna monitor:

SECTION III - Page 2

9. Description of antenna system ((f directional antenna is used, the information requested below should be given for each element of the array. Use separate sheets if necessary.)

Type Radiator	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall height in meters above ground (without obstruction lighting)	Overall height in meters above ground (include obstruction lighting)	If antenna is either top loaded or sectionalized, describe fully in an Exhibit. <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Exhibit No.</div>
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Excitation

☐

Series

☐

Shunt

Geographic coordinates to nearest second. For directional antenna give coordinates of center of array. For single vertical radiator give tower location.

North Latitude	°	'	"	West Longitude	°	'	"
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If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits.

Exhibit No.

Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and dimensions of ground system.

Exhibit No.

10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit?

11. Give reasons for the change in antenna or common point resistance.

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Name (Please Print or Type)	Signature (check appropriate box below) Victor A Michael, Jr.
Address (include ZIP Code)	Date
	Telephone No. (Include Area Code)

☐

Technical Director

☐

Registered Professional Engineer

☐

Chief Operator

☐

Technical Consultant

☐

Other (specify)

EXHIBIT E-1
TECHNICAL STATEMENT
FCC FORM 302-AM
KPHX(AM) PHOENIX, ARIZONA
LICENSE APPLICATION
FEBRUARY 2021
CEDAR COVE BROADCASTING, INC.
PROGRAM TEST AUTHORITY REQUEST

This Technical Statement is being filed in support of a license application, FCC form 302-AM, for KPHX(AM) Phoenix, Arizona, facility ID 13790. This license application is being filed to cover the outstanding Construction Permit (“CP”), BMP-20191230AAA, which modified the original CP, BP-20180305AAA.

The CP basically calls for the licensed operation of KPHX to be relocated to the existing tower site of KSUN(AM) Phoenix, AZ, facility ID 21430. KPHX has added a 40 meter “drop wire” style antenna supported by a new guy wire added to the 128 meter tall KSUN main non-directional tower. The drop wire antenna is located 22.5 meters from the KSUN tower. KPHX CP calls for a daytime power of 1 Kilowatt (“KW”) and 0.033 KW at night with a non-directional antenna system. KPHX operates on 1480 KHz. The drop wire antenna is 71.1 degrees in electrical height at this frequency.

KPHX has been operating with this antenna system since March 1st, 2019, under a Special Temporary Authorization, BSTA-20190225AAH. It authorized a temporarily daytime operation of 0.25 KW and night operation of 0.025 KW. This operation is still currently in use and was used to conduct filter tuning and field strength measurements as required by the outstanding CP.

The CP, BMP-20191230AAA, has a total of seven (7) Special Operating Conditions attached to it. Each will now be address by number.

Number 1 - Basically requires the permittee/licensee to coordinate and cooperate with other users of the site to lower power or cease operation to protect workers performing any requirement maintenance at the site. The Permittee/Licensee, Cedar Cove Broadcasting, Inc.

(“CCB”) certifies that it will coordinate and cooperate with other users at the site and will lower power or cease operations as required.

Number 2 – Requires that a type accept transmitter be installed for use by KPHX. CCB has installed a brand new solid state Armstrong X-1000B transmitter, which has been type accepted by the Commission

Number 3 – Calls for a license application to be filed before the expiration of the CP. The original CP, BP-20180305AAA, expires on September 21st, 2021. Hence this application is in compliance with this requirement

Number 4 – The proposed antenna has been constructed as documented. See figure 1 attached which is a photo of the drop wire antenna with required fencing.

Number 5 – This Special Operating Condition calls for adequate filter and/or traps to be installed and adjusted to prevent interaction, intermodulation and/or generation of spurious radiation products which may be caused by the adjacent tower of KSUN(AM), Phoenix, AZ facility ID 21430, and by the new drop wire installation of KPHX(AM) Phoenix, AZ, facility ID 21430. It also calls for the agreement for maintenance between KPHX and KSUN.

First, the amount of isolation was dramatically reduced when KPHX modified its CP to specify a non-directional use of the new drop wire antenna which is 22.5 meters spaced away from the main non-directional tower of KSUN. KSUN operates with 1 KW unlimited time with the non-directional antenna system. KPHX is proposing to operate with 1 KW daytime and 0.033 KW nighttime with the non-directional drop wire antenna system adjacent to the KSUN tower. A simple 1400 KHz “pass” and 1480 “trap” filter has been inserted in series with the existing KSUN tuning network. No material change in operating impedance was measured at the input of the existing KSUN antenna tuning unit (measured at 42.95 ohms at 91.5 J). Thus,

there is no need for a new license application needed to be filed for KSUN(AM). KSUN's current licensed operating resistance is 43 ohms.

Attached is Figure 2 which shows the design of the filter and trap networks being used by the series fed towers for KPHX and KSUN. Both stations are non-directional. Measurements were made at the antenna input with a Delta RF sample and a Hewlett Packard Spectrum analyzer. These two stations are separated by 80 Khz, thus the obvious mix frequencies would be 1320 Khz and 1560 khz. Measurements were made at these "mix" frequencies as well as all 2nd and 3rd harmonics frequencies. All Intermodulation and Spurious radiation products were found to be more than 80 dBμ below the peak carrier level of both KPHX and KSUN.

Field strength measurements were also taken at various points between 0.1 kilometers and 1.0 kilometers from the tower site utilizing a Potomac Instruments FIM-41 field strength meter. While some mix products were detected within 0.2 kilometers of the tower, they were well below 80 dBμ from either carrier frequency. See the tabulation of the measurements attached at page 44 of this filing.

Figure 3 is the agreement between the owners of KSUN(AM), or Fiesta Radio, Inc. The lease agreement is made between Torre Alta Enterprises, Inc. and Cedar Cove Broadcasting, Inc., the licensee of KPHX. Torre Alta Enterprises, Inc. is under common ownership with Fiesta Radio, Inc. with Pedro Marques the President of both companies. Torre Alta Enterprises is the owner of the property and tower utilized by KSUN(AM).

All antenna and network and impedance measurements were made utilizing a Delta OM-3 in line antenna bridge and Potomac Instruments signal generator as needed.

Number 6 – This condition calls for a non-directional partial proof of performance to be conducted with sufficient data to show that the antenna pattern radiated by the drop wire antenna

for KPHX(AM) is substantially non-directional, given the presence of the nearby supporting tower carrying KSUN, ASR 1219664.

Figure 4 attached is a copy of the partial proof of performance conducted for KPHX(AM). The field strength measurements were conducted on December 7th and December 8th, 2020 during the daytime hours. KPHX(AM) was operating with its currently authorized 250 watts STA operation utilizing the new drop wire antenna system. At the 250 watt operation, the 71.1 degree electrical length antenna should produce a 146.7 mv/m at 1 km predicted efficiency. 13 or 14 measurement points were made between 0.1 km and 5.0 km on 8 equally spaced radials from the tower site. All of the area within a 5 km radius of the KPHX site has a predicted M3 ground conductivity of 15. As can be seen, the predicted field strength readings indicate a substantially non-directional pattern for KPHX. All measurements were conducted by Victor A. Michael, Jr., the Technical Consultant for KPHX(AM) utilizing a calibrated Potomac Instruments FIM-21 field strength meter.

Number 7 - The additional ground screening and ground strapping tying the existing ground system utilized by KSUN(AM) has been added as called for in the application and CP.

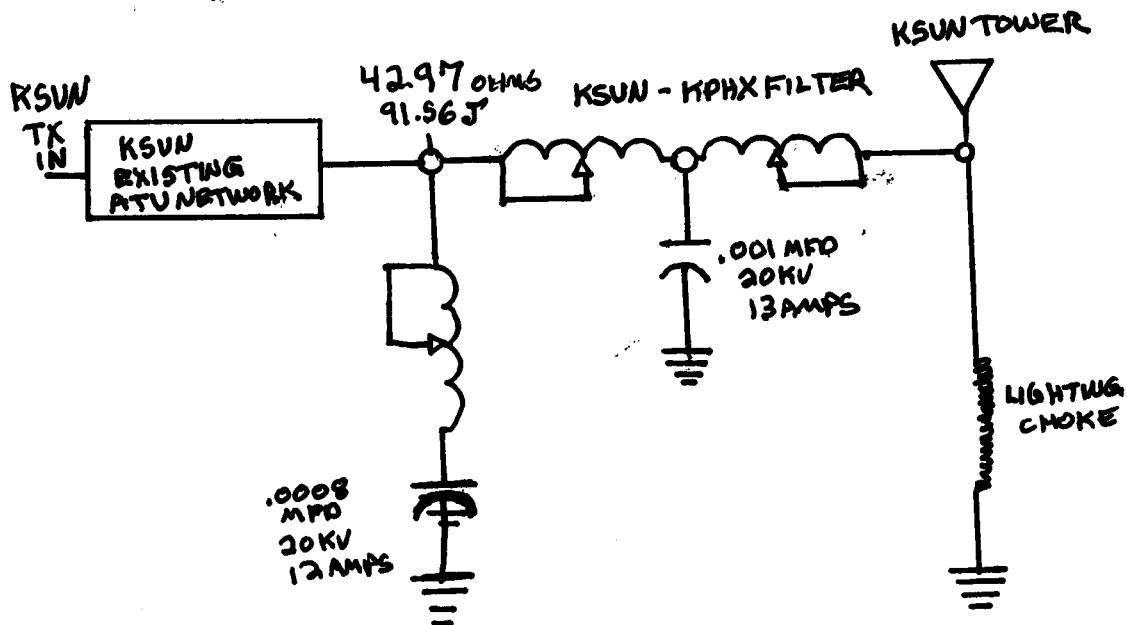
An approved Delta Electronics in line RF current sampling system has been installed at the antenna input for direct measurement of RF base current.

It has been determined that all of the required Special Operating Conditions have been met for CP BMP-20191230AAA and that KPHX is hereby requesting Program Tests be authorized for its new 1 KW daytime and 0.033 KW nighttime operation.

FIGURE 1 - PHOTO OF NEW DROP WIRE ANTENNA FOR KPHX(AM)



FIGURE 2 TUNING NETWORK
AND FILTER DESIGN
KPHX(AM) PHOENIX, AZ 1480 KHZ



KPHX NETWORK
AND FILTER

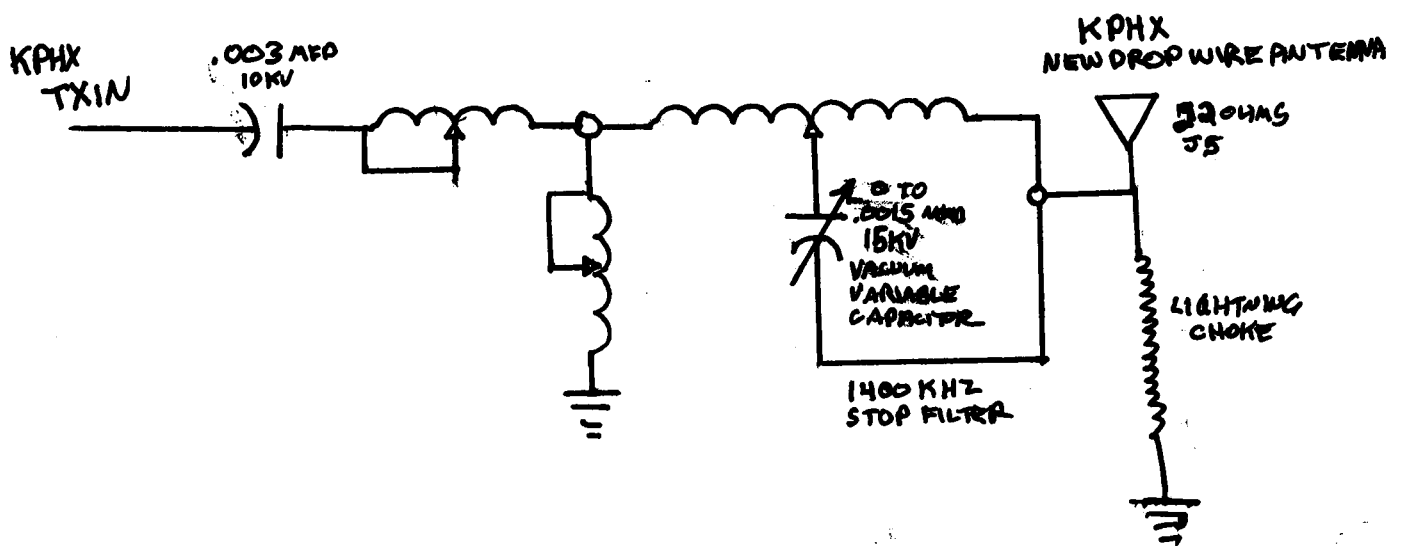


FIGURE 3 - KPHX TOWER SITE USE AGREEMENT WITH KSUN(AM)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this 1st day of November 2017 by and between Torre Alta Enterprises, Inc., a Arizona corporation ("Landlord"), and Cedar Cove Broadcasting, Inc., a Colorado not-for-profit corporation ("Tenant").

WHEREAS, Tenant is the holder of a license from the Federal Communications Commission ("FCC") for operation of KPHX(AM) 1480 Khz, Phoenix, Arizona, FCC facility ID 13790 (the "Station");

WHEREAS, Landlord is the owner of an antenna support structure, FCC tower registration number 1219664 (the "Tower"), and a transmitter building (the "Building"), located at 3801 E. Southern Avenue, Phoenix, Arizona, 85042 (the "Premises"); and

WHEREAS, Tenant desires to occupy use on the Tower, in the Building and at the Premises for operation of the Station and Landlord desires to lease such space to Tenant for such purposes, under the terms and conditions specified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties hereto covenant and agree as follows:

1. GRANT

Subject to the following terms and conditions, Landlord hereby grants to Tenant a lease of space on that portion of the Tower described in Exhibit A hereto, space in the Building described in Exhibit B, and other space at the Premises necessary for the uses described in Section 4 below, together with a grant of access, in common with others, to portions of the Premises to access the Tower and Building for purposes of installation, removal, servicing, operating, maintaining and repairing Tenant's equipment. There is no grant of ownership of the land or Premises.

2. TERM

The term of this Lease shall commence upon the date first stated above (the "Commencement Date") and extend for a period of five (5) years following the Commencement Date (the "Initial Term"). Provided that Tenant is not in default under the Lease at the end of the Initial Term, the term of the Lease shall be automatically renewed for four (4) additional terms of five (5) years, unless Tenant elects not to so renew the Lease (the "Renewal Term," and together with the Initial Term, the "Term"). Tenant shall notify Landlord at least ninety (90) days in advance of the expiration of the Initial Term if Tenant elects to exercise its right not to renew the Lease as permitted herein.

3. **RENT**

A. Tenant shall pay Landlord, an initial first year rental, the sum of One Hundred Dollars (\$100.00) per month ("Rent"). In the Second year of the initial five (5) year term, and all subsequent years, the sum of Five Hundred Dollars (\$500.00) per month ("Rent"). The prorated amount of the first month's Rent shall be paid upon Tenant's execution of this Lease. Thereafter, Rent shall be payable on the first day of each calendar month (the "Due Date") in advance, without demand, at Landlord's address specified in Section 21 below.

B. After the first year of the initial five (5) year term, the monthly Rent shall be increased on each annual anniversary of the first day of the month following the Commencement Date, by a percentage of three (3%) percent during the entire term of this agreement.

C. In the event any or all of Tenant's property located on the Premises is assessed for personal property tax purposes, Tenant shall pay said personal property tax directly to the taxing authority.

4. **USE**

A. Subject to the provisions of this Lease, the Premises may be used by Tenant for the transmission of the radio broadcast signals of the Station, as authorized by the Federal Communications Commission ("FCC"), and related ancillary transmission and reception such as microwave links to the Station's studio and satellite dishes.

B. Tenant may install and operate at the Premises the equipment ("Tenant's Equipment") and at the locations set forth on Exhibits A and B hereto, including substitution or replacement by comparable equipment from time to time. All such Tenant's equipment shall comply with all applicable rules and regulations of the FCC.

C. Tenant acknowledges that its rights hereunder are not exclusive rights of occupancy with respect to the entire Premises, but are exclusive solely as to the specific locations on the Tower, in the Building and on the Premises as shown on Exhibits A and B hereto.

5. **UTILITIES**

Tenant will pay for all electricity used on the Premises in connection with Tenant's Equipment during the term of this Agreement or any extensions hereto, either directly to the applicable utility or to Landlord as the case may be. Tenant may install a submeter at its sole expense to permit separate billing for electricity, if no separate metering arrangement is in existence upon the commencement of this Agreement. Tenant shall be responsible for any and all costs incurred in installation of utilities or associated equipment by or for the benefit of Tenant and for Tenant's connection to existing utilities provided at the Premises by Landlord. All utilities used by Tenant shall be billed directly to Tenant.

6. **PERMITS**

Tenant shall be responsible for obtaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises (the "Governmental Approvals"). Landlord shall maintain all required permits for the construction and operation of the Premises and the lease of the Premises to Tenant pursuant to this Agreement.

7. **DIPLEXED OPERATION WITH KSUN(AM) PHOENIX, AZ, 1400 KHZ**

The tower is currently being utilized by KSUN(AM), 1400 Khz, facility ID 21430. The Tenant seeks to use the same series fed AM tower site for use by KPHX(AM), 1480 Khz, facility ID 13790. In order for both AM stations to utilize this tower, a "diplex" or combined operation will be required. Filtering and combiner networks will be necessary to be installed by each station.

Any costs of this installation will be paid for by the Tenant. Landlord and/or KSUN will cooperate with Tenant for with the installation of these filter and tuning network systems required for the combined operation. Any "off-air" time required by the installation or future maintenance of this new equipment will be mutually agreed upon by Landlord and/or KSUN and Tenant. Any future maintenance requirements or maintenance costs of these filter or tuning networks will be the responsibility of the Tenant.

8. **REPAIR AND MAINTENANCE**

A. During the term of this Lease, Landlord will: (i) maintain the Tower and Premises so as to comply with existing rules and regulations imposed upon Landlord by any governmental authority having jurisdiction over its operation, and make any repairs and modifications reasonably necessary to maintain the Tower and Premises in good condition and in compliance with good commercial practice; and (ii) maintain the common areas at the Premises so as to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over the Site. In the performance of its maintenance and repair obligations, and in order to allow other tenants to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for Landlord to request that Tenant temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Landlord agrees to schedule the work, so far as reasonably possible with at least 24 hour advanced notice and limit Tenants required cessation or reduction of power operation as much as possible., and Landlord will not cause any temporary interruption of Tenant's transmission and broadcasting activities under this provision unless the interruption is required by and consistent with good engineering practice. Tenant agrees to cooperate with Landlord and to comply with and honor Landlord's reasonable requests for temporary cessation of transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of the work.

B. Subject to approval from Landlord, provided that such approval is not unreasonably

withheld, conditioned, or delayed, Tenant shall have the right, at its expense, to install, operate, erect and maintain on the Premises Tenant's Equipment and other authorized improvements for operation of the Station. Tenant's Equipment shall remain the exclusive property of Tenant, and Tenant shall promptly remove Tenant's Equipment following any termination of this Lease. If Tenant fails to remove Tenant's Equipment and restore the Premises to its prior condition upon written demand by Landlord, Landlord may remove and store Tenant's Equipment and restore the Premises to its prior condition at Tenant's sole expense.

C. Subject to approval from Landlord, provided that such approval is not unreasonably withheld or delayed, Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises. Tenant shall have the right to place utilities on (or to bring utilities across) the Premises in order to service Tenant's Equipment.

D. Landlord shall provide Tenant reasonable ingress, egress, and access over and under the Premises adequate to service Tenant's Equipment at all times during this Lease and any renewal thereof at no additional charge to Tenant.

E. Tenant shall not make, nor permit to be made, any alterations, additions, or improvements to the Premises without Landlord's prior written consent. All such work shall be at Tenant's expense and shall be in a quality acceptable to Landlord. Tenant shall not permit any mechanic's liens to be placed against the Premises for any work done to the Premises.

F. Any work performed by or for Tenant on the Premises including installation, operations, maintenance and/or removal, shall be performed by Tenant employees or contractors who are qualified to perform such work at the Premises.

9. INDEMNITY AND INSURANCE

A. Mutual Indemnification. Tenant shall indemnify and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss, damage or injury to persons or property arising in connection with the acts or omissions of Tenant, Tenant's agents, contractors, or employees, including, without limitation, installation of Tenant's Equipment on the Premises. Landlord shall indemnify and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with the loss, damage or injury to persons or property, arising in connection with the acts or omissions of Landlord, Landlord's agents, contractors or employees.

B. Public Liability Insurance. Tenant shall carry comprehensive general casualty, worker's compensation and public liability insurance in the amount of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage with respect to the Premises and Tenant's use thereof. Tenant may satisfy its obligations under this Subsection B through blanket insurance policies covering other businesses or property of Tenant's in addition to the Premises.

10. **DAMAGE AND DESTRUCTION**

In the event that the Premises is damaged or destroyed by fire or other casualty, or so extensively damaged that it cannot be restored (or Landlord elects not to restore it) within 30 days to the condition as it existed prior to such damage, Landlord or Tenant shall have the right to terminate this Lease by giving written notice to the other party of the exercise of this right within thirty (30) days following the occurrence of the fire or other casualty. In no event shall Landlord be responsible for damages due to reasonable delay occasioned in repairing such damage.

11. **ASSIGNMENT**

Tenant shall be permitted to assign this Lease, without the consent of Landlord, to a parent, subsidiary or affiliated corporation, partnership or other business entity (which shall be an entity which controls or is controlled by or is under common control with Tenant). Tenant may assign this Lease to a party acquiring substantially all of the Station assets and FCC licenses with the express written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed, provided that the assignee assumes all of Tenant's obligations hereunder in writing. Tenant shall not have the right to sublet any part of the Premises except with the written consent of Landlord, which may be withheld in Landlord's sole discretion.

12. **EMINENT DOMAIN**

In the event the demised Premises, or any part thereof, shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, all damages arising therefrom, shall be payable to Landlord, except that Tenant shall be entitled to receive directly from the condemning authority such damages for moving expenses and abandoned personal property as are allowed by law.

13. **DEFAULT**

The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

A. A failure by Tenant to pay the rent reserved herein, or to make any other payment required to be made by Tenant hereunder, within ten (10) days of the Due Date. Tenant shall have thirty (30) days to cure and pay in full all amounts due upon written notice of failure to timely pay. If such payments are not received within the cure period, this Lease may be immediately terminated by Landlord.

B. A failure by Tenant to comply, upon notice from Landlord with respect to interference by Tenant's Equipment, as provided in Section 7 hereof;

C. A failure by Tenant to observe and perform any covenant contained in this Lease requiring Landlord's specific consent to an action by Tenant.

D. Except in connection with a failure under Subsection A above, Tenant shall not be deemed to be in default in the performance of any obligations required to be performed by Tenant hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice thereof from Landlord to Tenant, and Tenant shall be afforded an additional reasonable time to cure such default if it has diligently commenced a cure of such default.

14. **WAIVER**

The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Lease shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Lease or any part hereof, or the right of such party to thereafter to enforce each and every such provisions, right, or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of Rent at a time when Tenant is in default under this Lease shall not be construed as a waiver of such default.

15. **SUCCESSORS**

The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and permitted assigns; provided, however, that no rights shall inure to the benefit of any successor of Tenant unless Landlord's written consent for the assignment to such successor, if required hereunder, has first been obtained.

16. **GOVERNING LAW**

The Lease shall be construed, governed and enforced in accordance with the internal laws of the State of Arizona, without giving effect to its conflicts of law provisions that may direct the application of the laws of another jurisdiction.

17. **SEVERABILITY**

If any provisions of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

18. **NOTICES**

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to the Landlord at the address herein above specified, and to the Tenant at the address herein above

specified, or the Premises, or at such other address as may be specified from time to time by notice in the manner herein set forth.

LANDLORD:

Pedro Marques
TORRE ALTA ENTERPRISES, INC.
714 North Third Street
Phoenix, AZ 85004

TENANT:

Victor A Michael, Jr., President
Cedar Cove Broadcasting, Inc.
87 Jasper Lake Road
Loveland, CO 80537

19. **QUIET ENJOYMENT**

A. Landlord warrants that it has lawful title to the Premises and the right to enter into this Lease and lease a portion of the Premises to Tenant for the Term as described herein. Landlord warrants that it will put Tenant into possession of the Premises, free and clear of all liens and encumbrances.

B. If Tenant shall pay the Rent and substantially perform all of the covenants and conditions to be performed by Tenant, it shall during the Term freely, peaceably and quietly occupy and enjoy the full possession of the Premises and the rights and privileges herein granted without molestation or hindrance, lawful or otherwise; and if at any time during any term hereby demised, the title of Landlord shall fail or be determined not to enable it to grant the Term hereby demised, Tenant shall have the option to terminate this Lease.

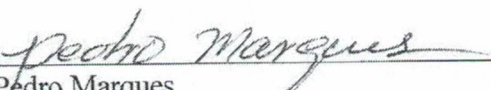
20. **ENTIRE AGREEMENT**

This Lease Agreement, including the Exhibits, contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date written above.

LANDLORD:

TORRE ALTA ENTERPRISES, INC.

By: 
Pedro Marques
President

TENANT:

CEDAR COVE BROADCASTING, INC.

By: 
Victor A. Michael, Jr.
President/Director

EXHIBIT A

DESCRIPTION AND DIAGRAM OF TOWER AND LOCATION OF TENANT'S EQUIPMENT ON THE PREMISES

Series fed 129.5 meter AM tower. Shared and diplexed with KSUN(AM) Phoenix, CO Facility ID 21430 , 1400khz. Also FM translator station for KSUN(AM)

Tuning and filter network cabinets located at the base of the tower site for use to diplex both KPHX(AM) and KSUN(AM) .

Transmission lines to feed both stations.

EXHIBIT B

DESCRIPTION OF TRANSMITTER BUILDING SPACE AND TENANT'S EQUIPMENT

One 19" standard equipment rack, 6 foot in height to house an AM transmitter and associated audio processing and remote control equipment for KPHX(AM) Phoenix, AZ, 1480 Khz.



United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

FIESTA RADIO, INC.
714 N 3RD STREET
PHOENIX AZ 85004

Nazifa_Sawez
Assistant Chief
Audio Division
Media Bureau

Facility Id: 21430

Call Sign: KSUN

License File Number: BZ-20170721ABG

Grant Date: September 01, 2017

This license expires 3:00 a.m.
local time, October 01, 2021.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:
Local Standard Time (Non-Advanced)

Jan.	7:30 AM	5:45 PM	Jul.	5:30 AM	7:45 PM
Feb.	7:15 AM	6:15 PM	Aug.	5:45 AM	7:15 PM
Mar.	6:45 AM	6:30 PM	Sep.	6:15 AM	6:30 PM
Apr.	6:00 AM	7:00 PM	Oct.	6:30 AM	6:00 PM
May	5:30 AM	7:15 PM	Nov.	7:00 AM	5:30 PM
Jun.	5:15 AM	7:45 PM	Dec.	7:30 AM	5:15 PM

Callsign: KSUN

License No.: BZ-20170721ABG

Name of Licensee: FIESTA RADIO, INC.

Station Location: PHOENIX, AZ

Frequency (kHz): 1400

Station Class: C

Antenna Coordinates:

Day

Latitude: N 33 Deg 23 Min 23 Sec

Longitude: W 111 Deg 59 Min 52 Sec

Night

Latitude: N 33 Deg 23 Min 23 Sec

Longitude: W 111 Deg 59 Min 52 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 1.0 Night: 1.0

Antenna Input Power (kW): Day: 1.0 Night: 1.0

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Current (amperes): Day: 4.82 Night: 4.82

Resistance (ohms): Day: 43 Night: 43

Non-Directional Antenna: Day

Radiator Height: 128 meters; 215.2 deg

Theoretical Efficiency: 436.13 mV/m/kw at 1km

Non-Directional Antenna: Night

Radiator Height: 128 meters; 215.2 deg

Theoretical Efficiency: 436.13 mV/m/kw at 1km

Antenna Registration Number(s):

Day:

Tower No.	ASRN	Overall Height (m)
1	1219664	

Night:

Tower No.	ASRN	Overall Height (m)
1	1219664	

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Permittee/Licensee shall accept such interference as may be imposed by other existing 250 watt Class C stations in the event that they are subsequently authorized to increase power to 1000 watts.

*** END OF AUTHORIZATION ***

FIGURE 4
KPHX(AM) PHOENIX, AZ
1480 KHZ
250 WATTS NON-DIRECTIONAL
PARTIAL PROOF OF PERFORMANCE
MEASUREMENTS

POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	2000.0	12/7/2020	0910
2	.29	490.0	12/7/2020	0916
3	.69	195.0	12/7/2020	0922
4	.95	145.0	12/7/2020	0930
5	1.1	120.0	12/7/2020	0937
6	1.35	95.0	12/7/2020	0941
7	1.7	82.0	12/7/2020	0946
8	2.0	60.0	12/7/2020	0952
9	2.38	50.0	12/7/2020	0959
10	2.85	40.0	12/7/2020	1010
11	3.15	38.0	12/7/2020	1014
12	3.6	29.0	12/7/2020	1023
13	4.0	21.0	12/7/2020	1030
14	4.75	22.0	12/7/2020	1040

POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1800.0	12/7/2020	1101
2	.3	510.0	12/7/2020	1106
3	.7	200.0	12/7/2020	1112
4	.98	141.0	12/7/2020	1118
5	1.1	139.0	12/7/2020	1122
6	1.41	80.0	12/7/2020	1130
7	1.68	78.0	12/7/2020	1140
8	2.05	63.0	12/7/2020	1146
9	2.4	52.0	12/7/2020	1151
10	2.84	45.0	12/7/2020	1158
11	3.2	39.0	12/7/2020	1215
12	3.6	30.0	12/7/2020	1227
13	4.0	30.0	12/7/2020	1232
14	4.8	22.0	12/7/2020	1240

POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1900.0	12/7/2020	1303
2	.3	500.0	12/7/2020	1308
3	.7	190.0	12/7/2020	1315
4	1.0	155.0	12/7/2020	1320
5	1.15	135.0	12/7/2020	1325
6	1.35	90.0	12/7/2020	1335
7	1.7	78.0	12/7/2020	1341
8	2.1	58.0	12/7/2020	1346
9	2.37	52.0	12/7/2020	1355
10	2.82	40.0	12/7/2020	1402
11	3.15	39.0	12/7/2020	1410
12	4.0	20.0	12/7/2020	1416
13	4.9	18.0	12/7/2020	1425

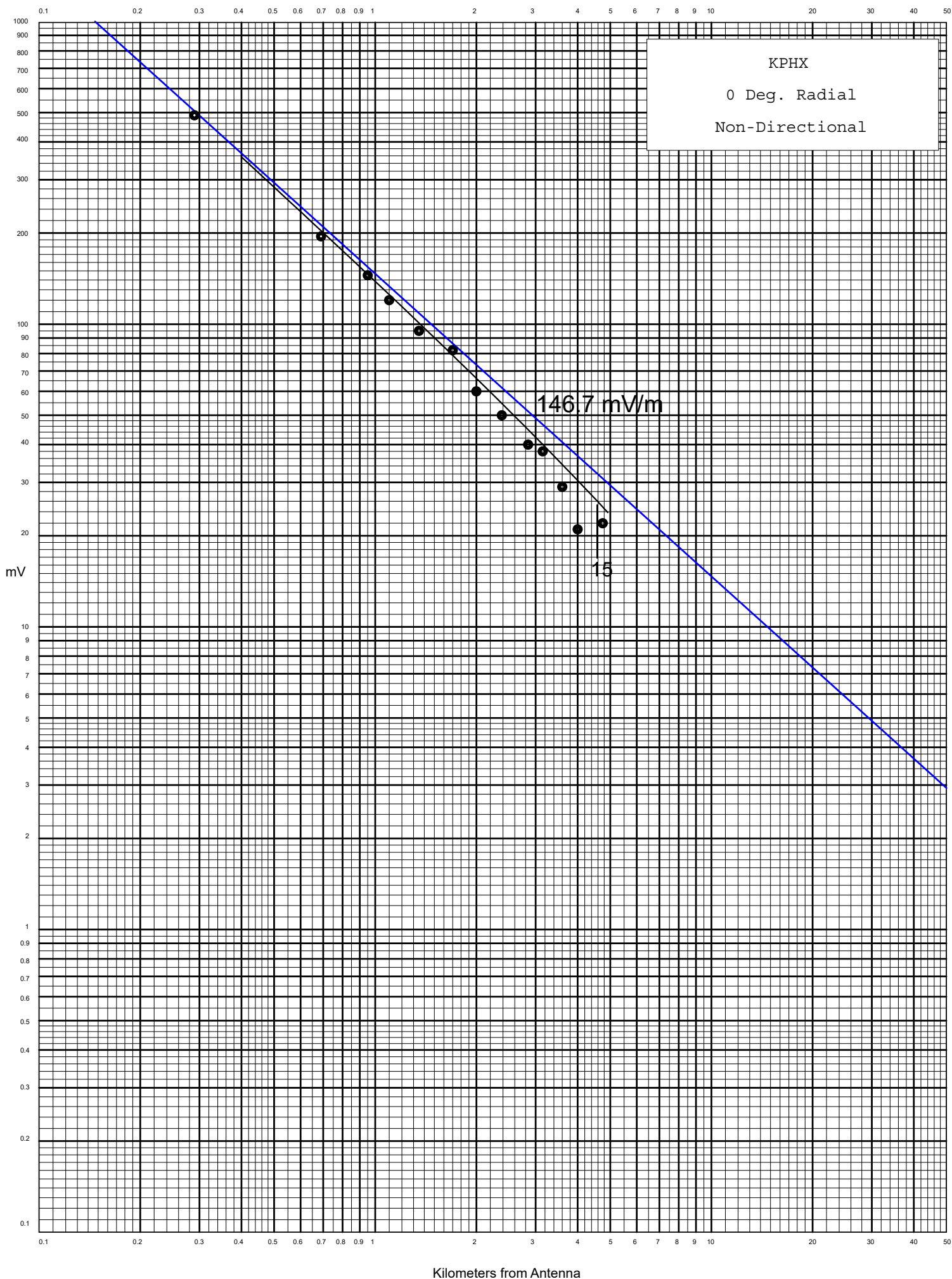
POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1600.0	12/7/2020	1522
2	.29	500.0	12/7/2020	1529
3	.71	190.0	12/7/2020	1535
4	.98	152.0	12/7/2020	1541
5	1.12	130.0	12/7/2020	1549
6	1.4	94.0	12/7/2020	1559
7	1.71	80.0	12/7/2020	1605
8	2.01	66.0	12/7/2020	1613
9	2.39	53.0	12/7/2020	1628
10	2.84	45.0	12/7/2020	1634
11	3.15	40.0	12/7/2020	1639
12	3.55	40.0	12/7/2020	1646
13	4.01	32.0	12/7/2020	1654
14	4.7	30.0	12/7/2020	1659

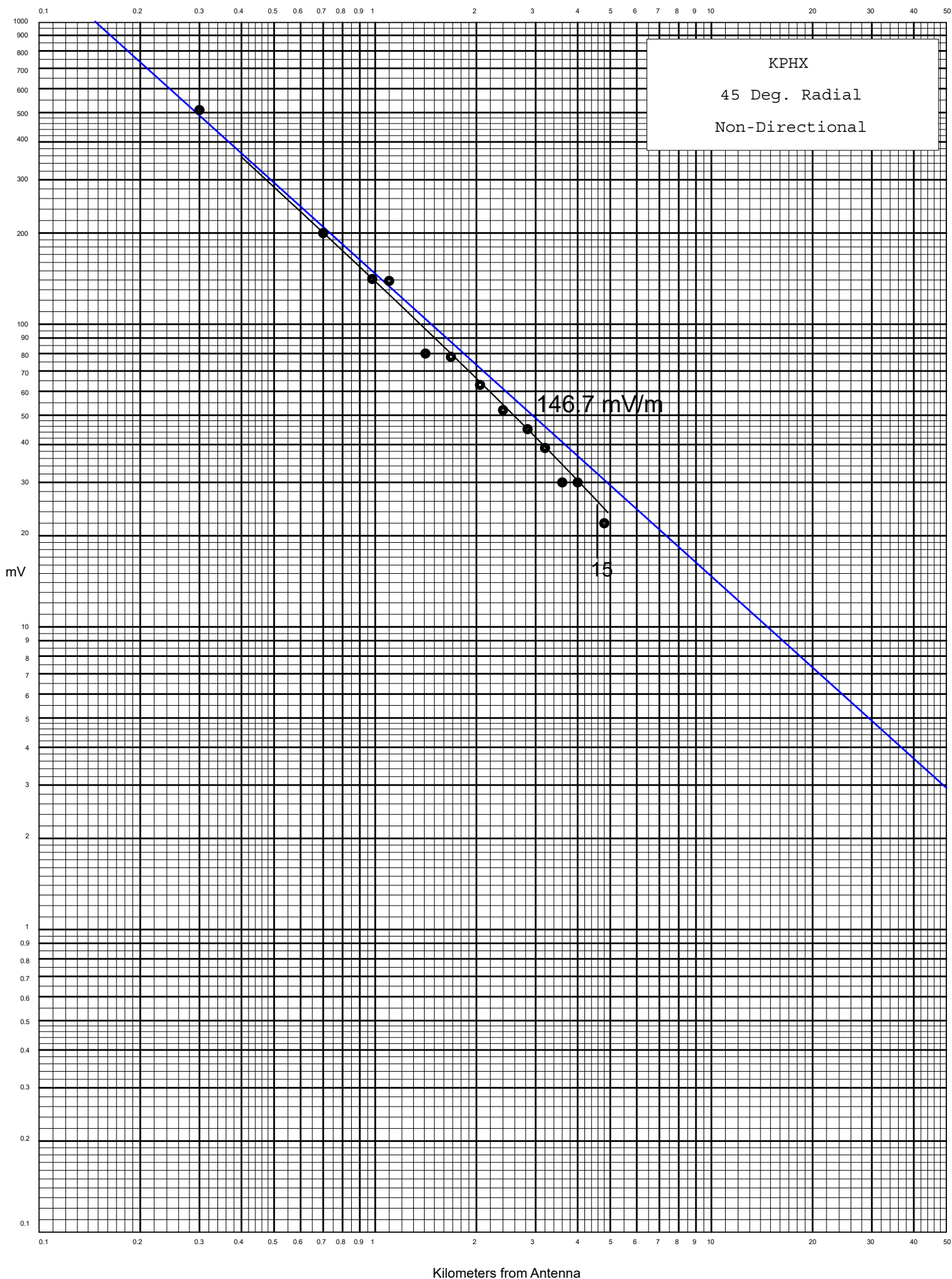
POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1700.0	12/8/2020	0855
2	.3	455.0	12/8/2020	0904
3	.7	200.0	12/8/2020	0911
4	.95	155.0	12/8/2020	0920
5	1.14	120.0	12/8/2020	0925
6	1.4	99.0	12/8/2020	0931
7	1.69	80.0	12/8/2020	0939
8	2.02	65.0	12/8/2020	0945
9	2.38	49.0	12/8/2020	0952
10	2.85	41.0	12/8/2020	0959
11	3.17	34.0	12/8/2020	1007
12	3.55	29.0	12/8/2020	1013
13	4.04	27.0	12/8/2020	1019
14	4.8	22.0	12/8/2020	1028

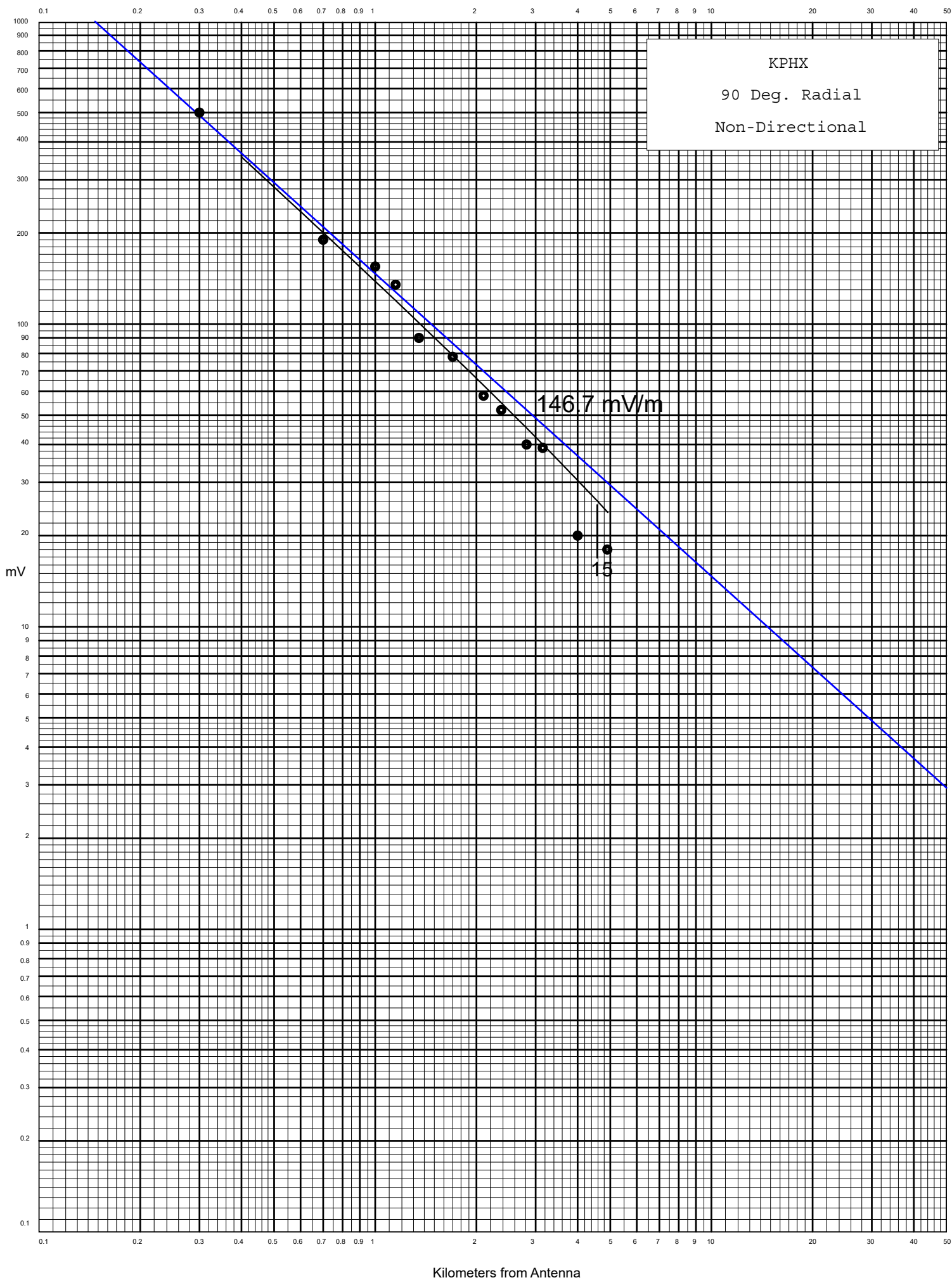
POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1800.0	12/8/2020	1110
2	.29	510.0	12/8/2020	1115
3	.7	200.0	12/8/2020	1123
4	.95	120.0	12/8/2020	1131
5	1.11	102.0	12/8/2020	1138
6	1.35	98.0	12/8/2020	1144
7	1.7	55.0	12/8/2020	1152
8	2.03	55.0	12/8/2020	1159
9	2.35	52.0	12/8/2020	1206
10	2.84	40.0	12/8/2020	1214
11	3.15	38.0	12/8/2020	1220
12	4.05	29.0	12/8/2020	1229
13	4.9	21.0	12/8/2020	1238

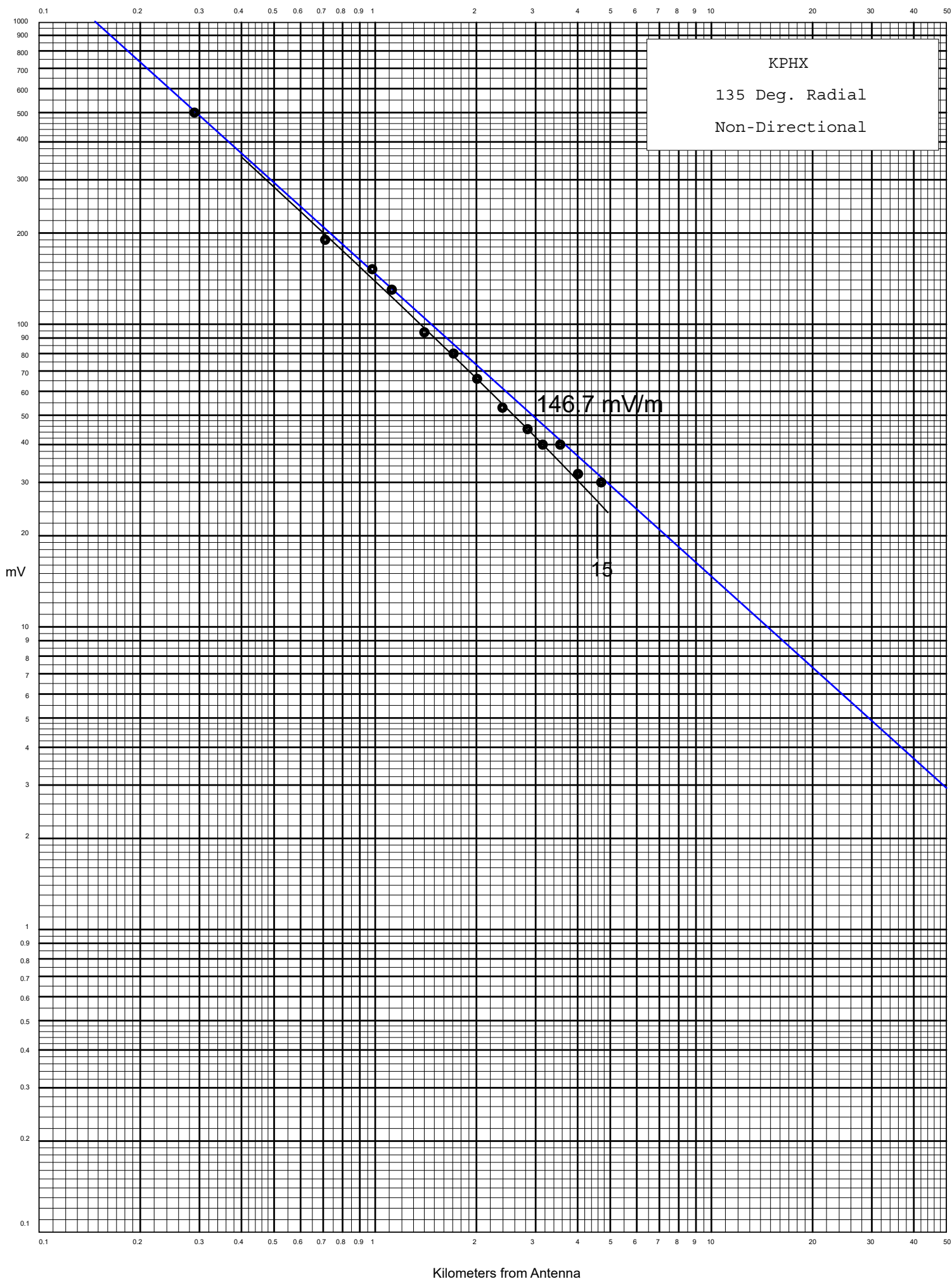
POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1650.0	12/8/2020	1358
2	.29	480.0	12/8/2020	1405
3	.71	220.0	12/8/2020	1411
4	.95	165.0	12/8/2020	1420
5	1.1	130.0	12/8/2020	1428
6	1.36	110.0	12/8/2020	1435
7	1.68	85.0	12/8/2020	1444
8	2.0	74.0	12/8/2020	1449
9	2.4	55.0	12/8/2020	1456
10	2.85	45.0	12/8/2020	1402
11	3.15	42.0	12/8/2020	1509
12	4.0	36.0	12/8/2020	1515
13	4.9	30.0	12/8/2020	1521

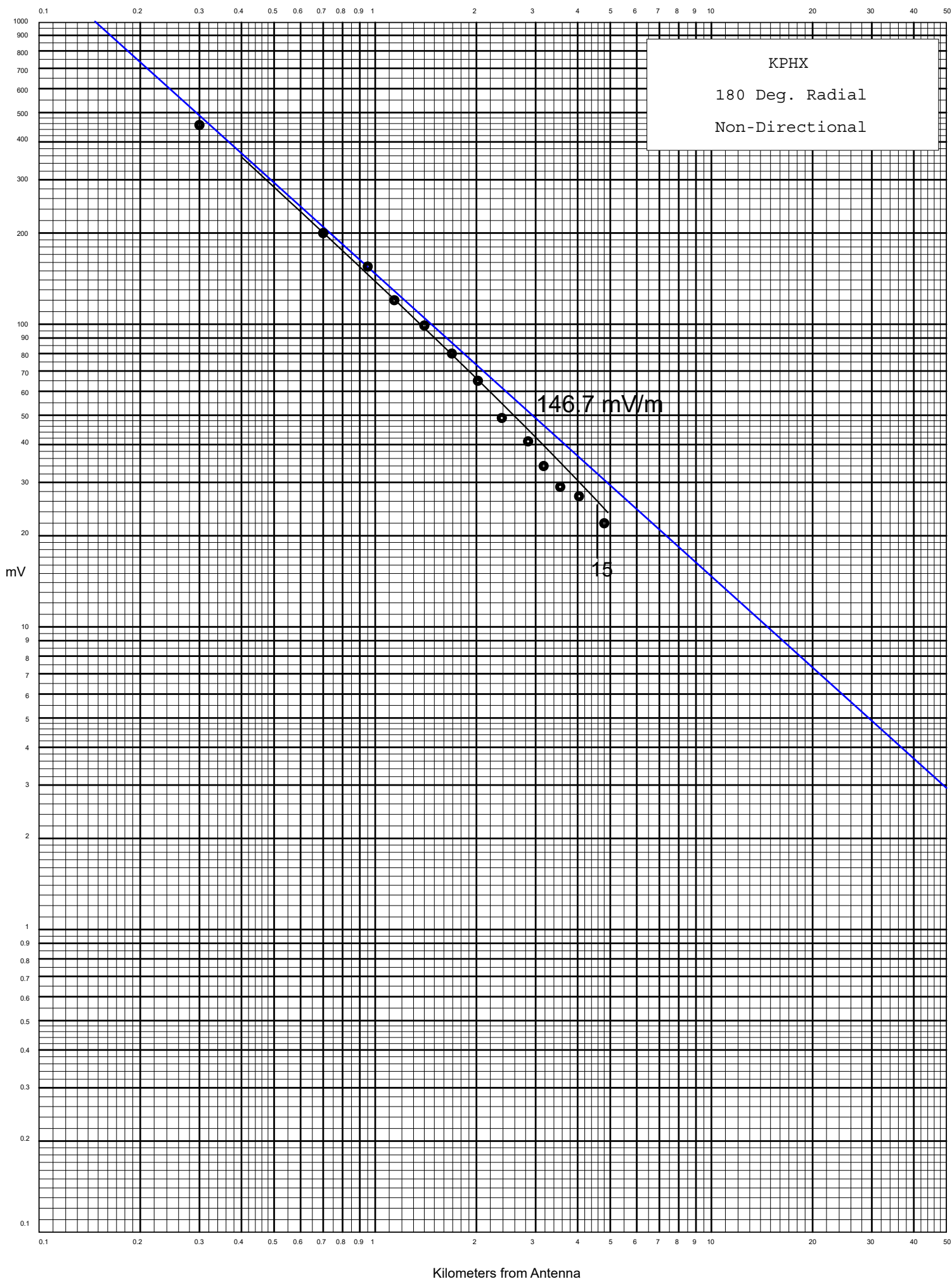
POINT	DIST (km)	ND (mV/m)	DATE	TIME
1	.1	1600.0	12/8/2020	1603
2	.29	500.0	12/8/2020	1608
3	.69	190.0	12/8/2020	1612
4	.94	145.0	12/8/2020	1618
5	1.11	102.0	12/8/2020	1624
6	1.4	99.0	12/8/2020	1629
7	1.69	80.0	12/8/2020	1633
8	2.02	49.0	12/8/2020	1638
9	2.37	50.0	12/8/2020	1642
10	2.84	39.0	12/8/2020	1647
11	3.2	34.0	12/8/2020	1652
12	4.05	29.0	12/8/2020	1655
13	4.8	22.5	12/8/2020	1744

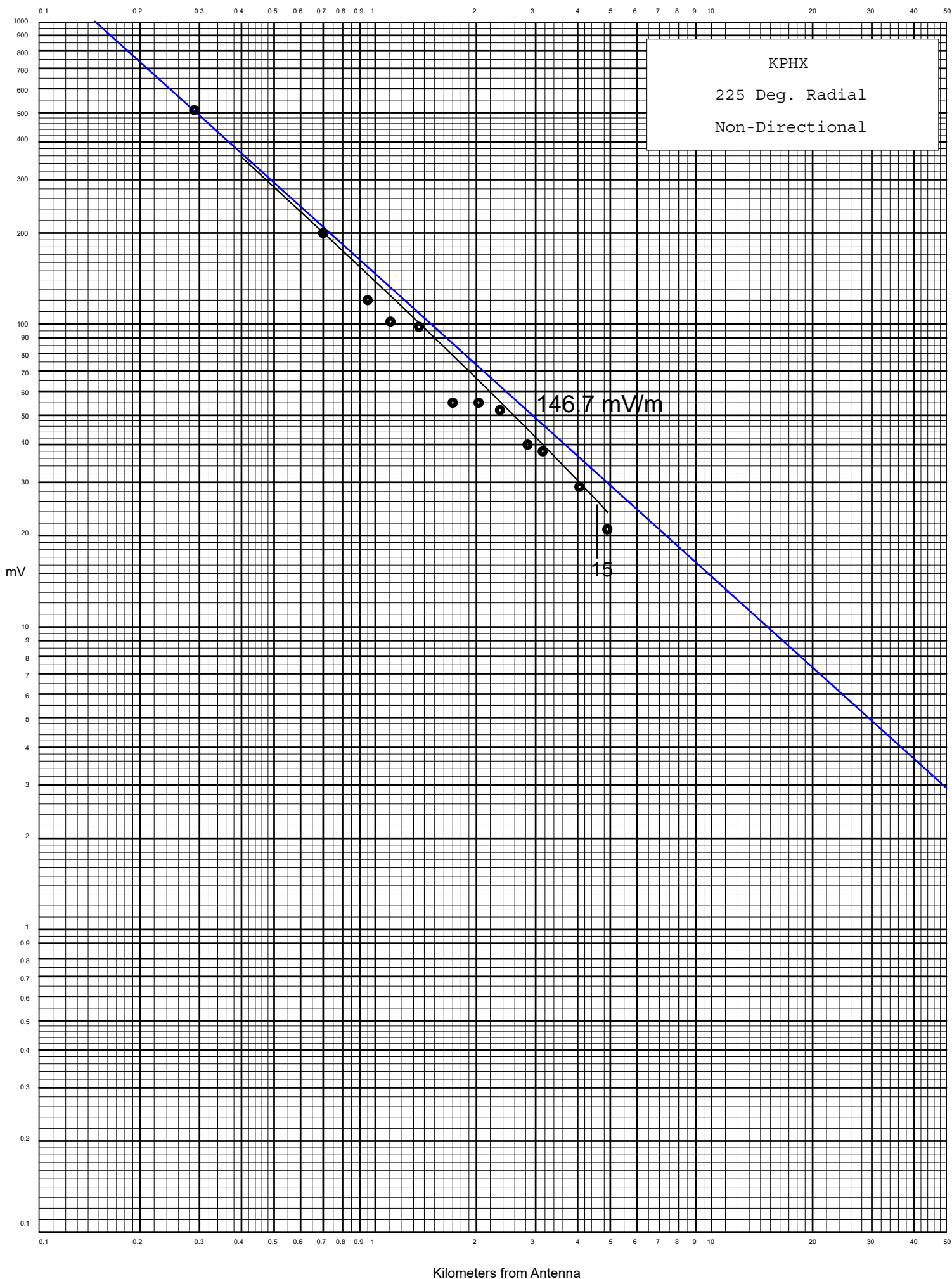


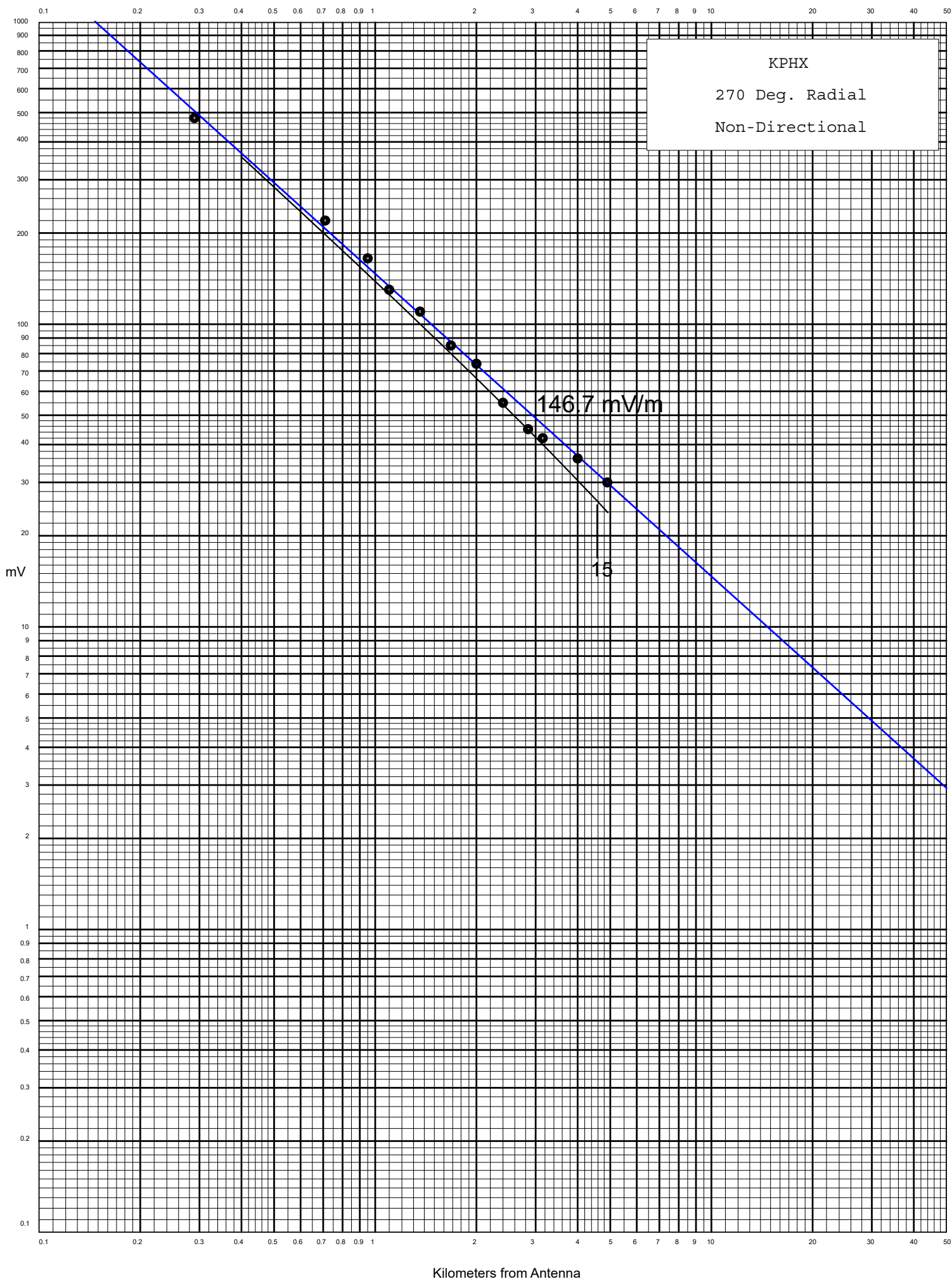


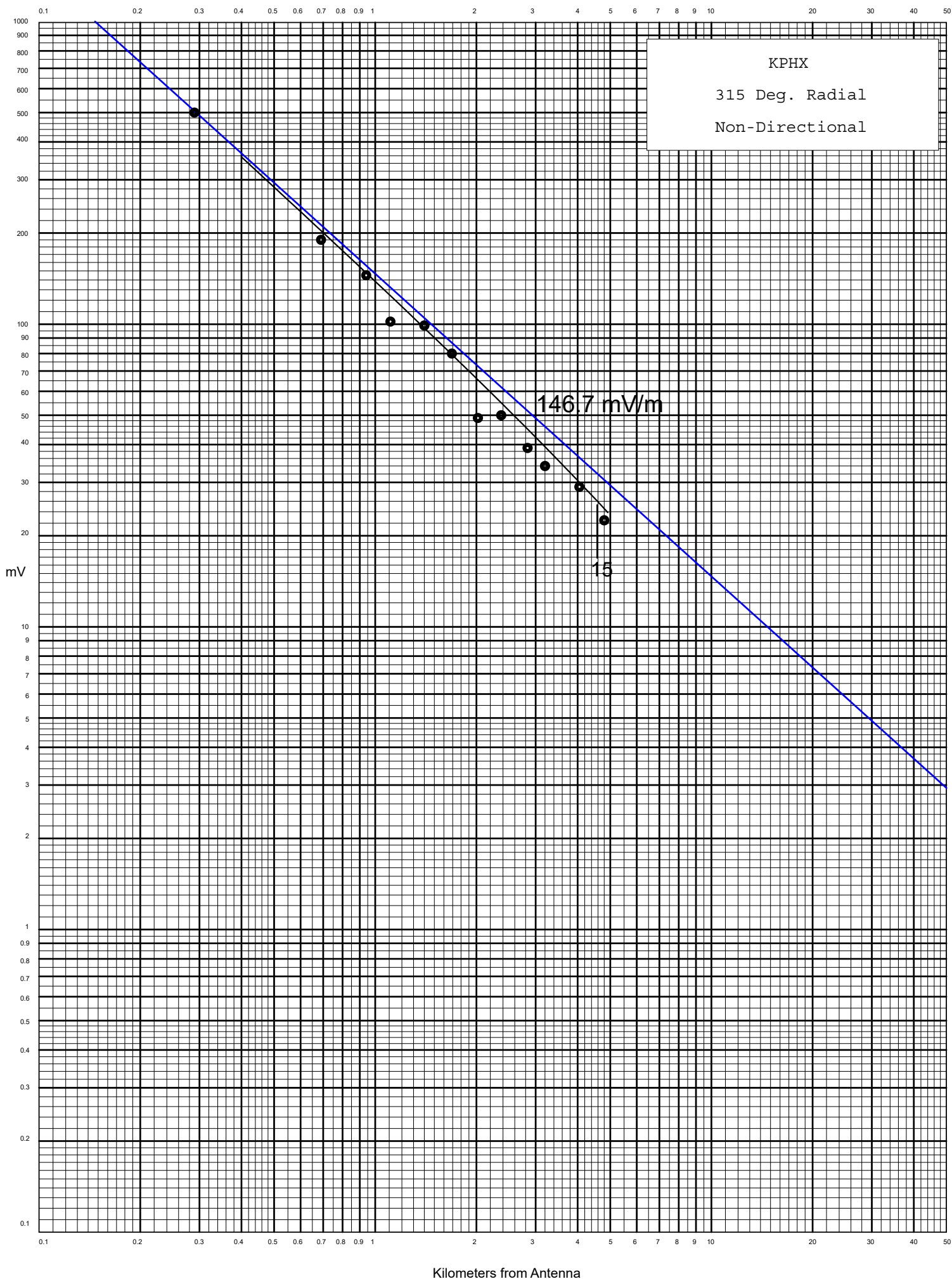












SPURIOUS/HARMONIC EMISSION MEASUREMENTS
KPHX(AM) PHOENIX, ARIZONA
FACILITY ID NO. 13790

As part of the letter grant of the Program Test Authority (“PTA”) dated April 12th, 2021, the Commission has requested a tabulation of the Spurious and Harmonic emission measurements conducted as Condition # 5 on the Construction Permit for KPHX(AM), BMP-20191230AAA.

Since PTA was granted on April 12th, 2021, new Spurious and Harmonic emission measurements were conducted with KPHX(AM) operating at the new 1KW (1,000 watt) daytime ,on 1480 KHz, PTA authorized power level. KPHX is operating with its separate “drop wire” antenna (71.1° electrical height) system located 22.5 meters away from the licensed series fed antenna (215.2° electrical height) system of KSUN(AM) Phoenix, AZ, facility ID 21430 operating at its 1 KW (1,000 watt) unlimited hours licensed power level on 1400 KHz.

The measurements were conducted at approximately 13:00 to 13:30 hours MST, on April 13th, 2021, at a location adjacent to the street address of 5418 S. 44th Place, Phoenix, AZ in the Northeast corner of the Resthaven Cemetery approximately 980 meters from the KPHX(AM) antenna site. Measurements were made with a Potomac Instruments FIM-41, s/n 1610 field intensity meter. The results document the required isolation between the two stations and compliance with harmonic suppression.

Measured Reference Channel Field Strength Levels:

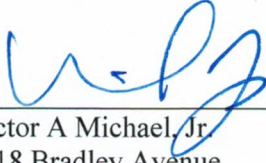
KPHX (1KW, 1480 KHz)	210 mV/m	(106.44 dBμ)
KSUN (1KW, 1400 KHz)	390 mV/m	(111.82 dBμ)

Measured Spurious and Harmonic Field Strength Levels:

1320 KHz ((1480-1400)-1400)	Not measurable below 20 μV/m because of KIHP(AM) 1310 KHz	
1560 KHz ((1480-1400)+1480)	18 μV/m	(25.11 dBμ,-81.33 dB KPHX,-86.71dB KSUN)
2800KHz (2 x 1400)	17 μV/m	(24.61 dBμ,-87.21 dB KSUN)
2880 KHz (1480+1400)	19 μV/m	(25.58 dBμ,-80.86 dB KPHX,-86.24 dB KSUN)
4360 KHz ((2 x 1400)+1480)	12 μV/m	(21.58 dBμ,-84.86 dB KPHX,-90.24 dB KSUN)
4440 KHz (3 x 1480)	Below 10 μV/m (Not Measurable)	
2960 KHz (2 x 1480)	14 μV/m	(22.92 dBμ,-83.52 dB KPHX)
4200 KHz (3 x 1400)	Below 10 μV/m (Not measureable)	

No other measurable harmonic or spurious signals above 10 μV/m were found.

All field strength measurements were conducted by Victor A Michael, Jr., Technical Consultant for Cedar Cove Broadcasting, Inc..

A handwritten signature in blue ink, appearing to read 'W. Michael, Jr.', is positioned above a horizontal line.

Victor A Michael, Jr.
1418 Bradley Avenue
Cheyenne, WY 82001
307-772-1322
vicmichael@aol.com