

## PURPOSE OF STA REQUEST

KENS-DT, San Antonio, Texas (Facility ID No. 26304), a CBS affiliate, currently provides analog service on channel 5 and pre-transition digital television (“DTV”) service on out-of-core channel 55. Pursuant to the final DTV Table of Allotments, KENS-DT is authorized to operate on channel 39 for its post-transition digital operations. Accordingly, the station has an application pending for a construction permit authorizing its post-transition operations on channel 39 (the “Permit Application”). *See* FCC File No. BPCDT-20080303ALJ. The Permit Application specifies use of a new top-mounted channel 39 antenna which will replace the station’s current top-mounted channel 55 antenna.

Station KWEX-DT, San Antonio, Texas (Facility ID No. 35881) currently provides pre-transition digital service on channel 39, but holds a construction permit authorizing it to revert back to its analog channel 41 for post-transition digital operations. *See* FCC File No. BPCDT-20080313ACM. KWEX-DT intends to provide pre-transition DTV service on channel 39 until February 18, 2009, at which time it will convert to post-transition digital operations on channel 41. *See* FCC File No. BDTUCT-20080718ALN.

For the reasons detailed further below, KENS-DT respectfully requests special temporary authority to:

- (1) cease pre-transition digital operations on channel 55 on or about November 1, 2008;
- (2) thereafter immediately commence digital operations on channel 39 via use of a multicast program stream transmitted by KWEX-DT from KWEX-DT’s currently licensed channel 39 transmission facilities and operate with such facilities until February 18, 2009; and
- (3) operate with a side-mounted antenna on the tower proposed in KENS-DT’s Permit Application for a brief period of time after February 18, 2009 until KENS-DT can install a new top-mounted antenna and complete construction of its final, post-transition digital facilities.

KENS-DT has entered into an agreement with QUALCOMM Incorporated (“QUALCOMM”) – which holds licenses for channel 55 (Block D in the Lower 700 MHz band) covering the entire nation – whereby KENS-DT has agreed to cease pre-transition DTV operations on channel 55 prior to the February 18, 2009 transition date. By vacating channel 55 early, KENS-DT will be assisting MediaFLO USA, Inc., a wholly-owned subsidiary of QUALCOMM, in its efforts to accelerate the deployment and operation of a network offering a “mediacast” service designed to deliver several channels of multimedia content to third generation wireless phones. The Commission

has recognized the public interest benefits of the MediaFLO service in several prior cases.<sup>1</sup>

In order to minimize the number of viewers losing KENS-DT's pre-transition digital service via channel 55, KENS-DT has entered into an agreement with KWEX-DT whereby KWEX-DT will transmit KENS-DT's programming via a multicast program stream on channel 39 (in addition to transmitting KWEX-DT's own programming on two separate multicast streams).<sup>2</sup> The technical facilities specified in the "Tech Box" section of this STA request are those currently licensed to KWEX-DT.<sup>3</sup> See FCC File No. BLCDDT-20040126APA. These facilities will provide digital service to 95.2 percent of the population currently receiving KENS-DT's channel 55 digital service (based on 2000 U.S. Census data). Attached hereto as Attachment B is an engineering statement demonstrating the relationship between KENS-DT's currently licensed channel 55 digital service contour and KWEX-DT's currently licensed channel 39 contour within which KENS-DT proposes to provide service until February 18, 2009.

KENS-DT will continue pre-transition digital operations on channel 39 using the KWEX-DT transmission facilities until February 18, 2009, at which time KWEX-DT will re-tune its channel 39 transmitter for channel 41 operations and commence post-transition digital operation on channel 41. During this pre-transition period, KENS-DT will work diligently to modify its current channel 55 digital transmitter to prepare it for the station's permanent post-transition operations on channel 39.

On February 18, 2009, KENS-DT intends to commence channel 39 operations utilizing a side-mounted auxiliary antenna located on the tower proposed in KENS-DT's Permit Application. An application is pending for a construction permit authorizing this auxiliary DTV facility (the "Auxiliary Application"). See FCC File No. BXPCDDT-20080305AFD.

Due to the "unique technical challenge" described below, KENS-DT cannot immediately commence post-transition digital operations on February 18, 2009 with the top-mounted

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<sup>1</sup> See, e.g., Letter to Michael E. Carosella from Barbara A. Kreisman, Chief, Video Division, re WPZA237, Ocala, FL, DA 07-3501 (Aug. 2, 2007); Qualcomm Incorporated Petition for Declaratory Ruling, 21 FCC Rcd 11683 (2006); Johnson Broadcasting of Dallas, Inc., DA 06-2319 (Video Div. Nov. 17, 2006); WLNY-TV, Inc., DA 05-2482 (Video Div. Sept. 21, 2005); Associated Christian Television System, Inc., DA 05-2042 (Video Div. Jul. 20, 2005); Puget Sound Educational TV, Inc., DA 05-2041 (Video Div. Jul. 20, 2005).

<sup>2</sup> A copy of the agreement is attached hereto as Attachment A. Certain portions of the agreement containing proprietary or confidential information have been redacted.

<sup>3</sup> The multicast stream transmitting KENS-DT's programming will be identified as channel 5.1 pursuant to the ATSC PSIP Standard A/65C. The two multicast streams transmitting KWEX-DT's programming will be identified as 41.1 and 41.2 pursuant to the ATSC PSIP Standard A/65C.

antenna facilities specified in the Permit Application and, therefore, requests special temporary authority to operate with the facilities specified in the Auxiliary Application for a brief period of time after February 18, 2009, pursuant to the FCC's "alternative build-out" procedures.<sup>4</sup>

KENS-DT currently provides pre-transition digital service via a top-mounted antenna stack that it shares with WOAI-DT, San Antonio, Texas. WOAI-DT currently provides pre-transition digital service on out-of-core channel 58, but has elected to move to new channel 48 for its post-transition digital operations. KENS-DT and WOAI-DT intend to replace their current top-mounted channel 55/58 antenna stack with a new channel 39/48 antenna stack. KENS-DT and WOAI-DT must therefore coordinate on their final DTV buildout efforts.

Station WOAI-DT intends to retain its current level of pre-transition digital service on channel 58 until February 18, 2009.<sup>5</sup> See FCC File No. BDTUCT-20080718APZ. Accordingly, after February 18, 2009, both KENS-DT and WOAI-DT must operate temporarily with reduced coverage facilities while they work to replace their top-mounted antenna stack. KENS-DT therefore respectfully requests special temporary authority to operate temporarily with the facilities specified in the Auxiliary Application (a copy of which is attached hereto as Attachment C) until the top-mounted antenna stack can be replaced.

Immediately after February 18, 2009, KENS-DT (in coordination with WOAI-DT) will work diligently to remove the channel 55/58 antenna stack from the top of the tower and replace it with the new channel 39/48 antenna stack. Given that the station's pre-transition channel 55 transmitter will have already been modified for operation on channel 39 (as discussed above), KENS-DT anticipates that all required construction and modification work can be completed within approximately 30 days, after which time KENS-DT will turn off its side-mounted auxiliary digital facility and begin operating its final, top-mounted post-transition digital facility.

Attached hereto as Attachment D is an engineering statement demonstrating that the facilities specified in the Auxiliary Application and proposed herein for KENS-DT's temporary operations after February 18, 2009, (1) will not cause more than 0.5% new interference to any other station or prevent any other station from making its transition;

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<sup>4</sup> See *Third Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television*, MB Docket No. 07-91, Report and Order, FCC 07-228 at ¶¶94-96 (rel. Dec. 31, 2007) ("*Third Periodic Review Order*").

<sup>5</sup> Moreover, WOAI-DT cannot commence operation on channel 48 until KSAT-DT, San Antonio, Texas, terminates its pre-transition digital operations on channel 48.

and (2) will serve more than 85 percent of the same population that receives KENS-DT's current analog and digital service.<sup>6</sup>

Finally, KENS-DT certifies that it will air viewer notifications on its analog and digital facilities for at least 30 days prior to both:

- (1) the permanent reduction in pre-transition digital service resulting from the station's use of KWEX-DT's channel 39 transmission facilities<sup>7</sup>; and
- (2) the temporary reduction in post-transition digital service resulting from the station's use of the side-mounted auxiliary antenna facilities.<sup>8</sup>

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<sup>6</sup> See *Third Periodic Review Order* ¶94.

<sup>7</sup> These notifications will include the following information: (1) the station's call sign and community of license; (2) a statement that the station plans to reduce its pre-transition digital service before the transition date; (3) the date of the planned service reduction; (4) what viewers can do to continue to receive the station; and (5) the street address, email address, and phone number of the station where viewers may register comments or request information. See *id.* ¶132.

<sup>8</sup> These notifications will include the following information: (1) the station's call sign and community of license; (2) the fact that the station must delay the construction and operation of its final post-transition DTV facilities; (3) information about the nature, scope, and anticipated duration of the station's post-transition service limitations; (4) what viewers can do to continue to receive the station, *i.e.*, how and when the station's digital signal can be received; and (5) the street address, email address, and phone number of the station where viewers may register comments or request information. See *id.* ¶91.

# **ATTACHMENT A**

## MULTICAST CHANNEL USE AGREEMENT

THIS MULTICAST CHANNEL USE AGREEMENT (the "Agreement") is made as of July 28, 2008 between KENS-TV, Inc., a Delaware corporation, and KWEX License Partnership, L.P., a Delaware limited partnership ("KWEX LP").

### Recitals

KENS-TV, Inc. owns and operates television station KENS-DT, San Antonio, TX (Facility ID No. 26304) pursuant to authorizations issued by the Federal Communications Commission (the "FCC").

The FCC has assigned KENS-DT channel 55 for digital television ("DTV") operations before February 18, 2009 and channel 39 for DTV operations thereafter.

KWEX LP owns and operates television station KWEX-DT, San Antonio, TX (Facility ID No. 35881) pursuant to authorizations issued by the FCC.

The FCC has assigned KWEX-DT channel 39 for DTV operations before February 18, 2009 and channel 41 for DTV operations thereafter.

KWEX-DT currently broadcasts a primary digital program stream as well as one additional multicast digital program stream.

KENS-TV, Inc. desires to commence DTV programming on a multicast stream of KWEX-DT on channel 39 prior to February 18, 2009, using certain spectrum provided by KWEX-DT, subject to FCC approval and authorization.

The parties desire to provide for KENS-TV, Inc. to use a portion of the KWEX-DT signal with sufficient bit rate to transmit a 1080i high definition digital television signal twenty-four (24) hours a day and seven (7) days per week (the "Multicast Channel"), for the purpose of transmitting the programming of KENS-DT (the "Programming") as a multicast stream of KWEX-DT, subject to the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing into account, for good and valuable consideration, the sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Term. This Agreement shall be effective upon the date first above written (the "Effective Date"). The term during which KWEX-DT shall transmit the Programming pursuant to this Agreement (the "Term") shall commence on a date mutually agreed upon by the parties and MediaFLO USA, Inc., provided that such date shall be no later than 3 days following the latter of (i) receipt of the FCC's written approval for KENS-DT Programming to be transmitted digitally on channel 39 as contemplated by this Agreement by Final Order; (ii) the satisfaction of any conditions or requirements set forth in such FCC approval, including the completion of the on-air viewer notifications by KENS-DT that may be required by the

FCC pursuant to its *Third Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television*, 23 FCC Red 2994 (2007); or (iii) November 1, 2008. Notwithstanding the foregoing, neither KWEX LP nor KENS-TV, Inc. shall be required to satisfy any condition or requirement which would have a materially adverse effect on the operations of KWEX-DT or KENS-DT other than as expressly provided herein. The Term shall continue until 11:59 pm on February 17, 2009. For purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. If the FCC's action is pursuant to Special Temporary Authority ("STA"), then the relevant time period for such STA to become a Final Order under the preceding sentence is forty (40) days from issuance of the STA.

2. Channel. During the Term, KWEX LP shall transmit the Programming on the Multicast Channel in the same manner as KWEX-DT's primary digital stream, on a continuous basis twenty-four (24) hours per day and seven (7) days per week.

3. Technical Matters.

(a) KWEX LP will transmit the Multicast Channel via KWEX-DT's channel 39 transmitter. Pursuant to the ATSC Program and System Information Protocol ("PSIP") Standard A/65C, the Multicast Channel will be identified as channel 5.1.

(b) KWEX-DT will provide the digital transmissions on channel 39 for an ATSC encoded stream which will include the Multicast Channel at a resolution of 1080i as well as two standard definition ("SD") channels, each at a resolution of 480i, which will be identified as channels 41.1 and 41.2 pursuant to the ATSC PSIP Standard A/65C. KENS-DT will receive at its studio the two SD program streams via fiber from KWEX-DT's studio. KENS-DT will encode these two SD program streams, along with the Multicast Channel, into a complete ATSC transport stream using a new Harmonic encoder and statistical multiplexing system (the "System") at the KENS-DT studio. The System's bit rate allocation will be set to ensure one of the following two sets of priorities among the three program streams, such priorities to be chosen by KWEX LP in its sole discretion:

(i) [REDACTED]

(ii) [REDACTED]

KENS-DT shall not change any priority setting, cap any program stream's bit rate, or make any other changes to the settings of the System that may adversely impact the two SD program streams without the prior agreement of KWEX LP. Following the encoding of the SD program streams and Multicast Channel, the 19.4 Mbps encoded stream will then be transported back to the KWEX-DT studio via fiber for transmission. KWEX-DT will receive the multiplexed encoded stream from KENS-DT and will insert it into KWEX-DT's studio-to-transmitter link for transmission on channel 39. During the Term, KENS-TV, Inc. shall be responsible for the costs associated with and the insertion of all required PSIP information, including channel numbers and program guides, in the Multicast Channel and the two SD program streams to be carried within channel 39. KWEX LP will cooperate with KENS-TV, Inc. to ensure that accurate PSIP information is provided, including, but not limited to consenting to KENS-TV, Inc.'s subscription to an appropriate listing service, during the Term. The parties agree that KENS-DT shall be responsible for payment of all costs related to the delivery of program streams by fiber as provided herein, including the cost of any installation necessary at the studio of KWEX-DT.

(c) Under current law, on February 17, 2009, KWEX-DT will cease broadcasting digitally on channel 39 entirely and commence broadcasting digitally on channel 41, using its current transmitter. On February 18, 2009, pursuant to FCC authority, KENS-DT shall commence broadcasting digitally on channel 39 with transmission facilities other than those used by KWEX-DT.

(d) During the Term, KWEX LP shall maintain KWEX-DT's channel 39 transmission equipment and facilities in good operating condition, ordinary wear and tear excepted.

(e) During the Term, if the fiber link between the KENS-DT studio and KWEX-DT studio is disrupted, or if an encoder fails, so that one or all of the programming streams on channel 39 are not able to be broadcast, then KWEX LP reserves the right to place on the air its existing encoder system for channel 39, without the Multicast Channel or Programming, until such time as normal operation of the fiber link as contemplated herein is restored. KWEX LP shall provide KENS-TV, Inc. notice of any such disruption as soon as reasonably practicable and shall cooperate with KENS-TV, Inc. in efforts to minimize any adverse impact on the Multicast Channel.

#### 4. Programs.

(a) Subject to the terms of this Agreement, KENS-TV, Inc. shall solely determine and be solely responsible for the content and composition of the Programming at all times.

(b) KENS-TV, Inc.'s use of the Multicast Channel to broadcast the Programming and the Programming itself shall comply with, and shall not place KWEX LP in violation of, the Communications Act of 1934, as amended, any and all FCC rules, regulations and policies and all other applicable laws (collectively, "Laws"), and shall not violate any third party rights. Without limiting the foregoing, the Programming shall at all times comply with all of the following:

(i) All Laws governing or requiring sponsorship identification, including but not limited to 47 USC Sec. 317, 47 USC Sec. 507 and 47 CFR Sec. 73.1212.

(ii) All Laws governing political and controversial issue programming and advertising, including but not limited to the Bipartisan Campaign Reform Act of 2002 and 47 CFR Sections 73.1212, 73.1912 and 73.3526. KENS-DT will provide KWEX LP with all documentation regarding such political programming and advertising required to be retained by or placed in the public inspection file of KWEX-DT.

(iii) All Laws governing children's television programming and commercial matter within children's television programming. The Programming shall contain an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC. KENS-DT shall provide KWEX LP on a quarterly basis with information sufficient to demonstrate compliance of the Programming with FCC requirements concerning educational/informational programming, and the commercial limits in children's programming, such that KWEX LP will be able to complete a children's television report on FCC Form 398 with respect to the digital stream carrying the Programming.

(iv) All Laws governing the closed captioning of programming for the hearing impaired.

(v) All Laws governing or prohibiting the transmission of indecent, profane or obscene content. Upon reasonable advance notice by KWEX LP concerning any Program KWEX LP reasonably believes will violate the rules, regulations, and policies of the FCC prohibiting the transmission of indecent, profane or obscene content, KENS-DT will preempt such Program.

(vi) All Laws related to copyrights, third party rights, libel, slander or privacy rights.

(c) In addition, the Programming shall not contain any locally-originated content which could reasonably be viewed, under local standards of the San Antonio, Texas community, as disparaging to Hispanics, or to KWEX-DT, KWEX LP, Univision Communications Inc., the Univision Television Network, the Telefutera Television Network, or any affiliate thereof. KWEX LP does not by this Agreement or otherwise acquire any right, title or interest in or to any Programming.

(d) KENS-TV, Inc. shall at no time represent itself to be the licensee or owner of KWEX-DT.

5. FCC Authority. KENS-TV, Inc. represents and warrants to KWEX LP that: (i) prior to providing the Programming on the Multicast Channel as contemplated by this Agreement, it shall have obtained all necessary authorizations from the FCC, including any necessary waivers or grants of special temporary authority and (ii) its performance under this Agreement does not conflict with the FCC's multiple ownership and cross-ownership rules. KENS-TV, Inc. will provide KWEX LP with a copy of any such request for FCC authority before it is filed, and copies of all other filings or correspondence with the FCC with respect to KWEX-DT or the arrangement contemplated herein.

6. Retransmission.

[REDACTED]

7. Operation of KWEX-DT. During the Term, KWEX LP shall operate KWEX-DT in the ordinary course of business (subject to this Agreement) in compliance with FCC rules and policies and other applicable law, shall maintain in full force and effect, and not materially adversely modify, KWEX-DT's FCC authorizations for digital operation, and shall maintain KWEX-DT's digital signal at full authorized power, subject to interruption or power reduction in the ordinary course of business for equipment maintenance, repair or replacement. KWEX LP shall give KENS-TV, Inc. notice of any such interruption or power reduction, in advance to the extent reasonably practicable, and shall use commercially reasonable efforts to minimize adverse impact on the Multicast Channel.

8. Control. KWEX LP shall maintain control over KWEX-DT., and shall be responsible for any FCC annual ancillary/supplementary services report and fees. Nothing contained herein shall prevent KWEX LP from (a) rejecting or refusing Programming which KWEX LP believes to be contrary to the public interest, or (b) substituting programs which KWEX LP believes to be of greater local or national importance. KWEX LP reserves the right to refuse to broadcast any Programming which does not comply, or would cause KWEX-LP not to comply, with any Law. KENS-TV, Inc. shall provide KWEX LP with a copy of any letters of complaint it receives concerning the Programming broadcast during the Term for inclusion in its public inspection file. KENS-TV, Inc. shall cooperate with KWEX LP to ensure that EAS transmissions are properly performed.

9. Call Sign; Station Identification. KWEX LP hereby grants to KENS-TV, Inc. the limited right to use the call letters of KWEX-DT on the air, aurally, during the Term to the

minimum extent necessary to ensure that proper station identification announcements are made in accordance with FCC rules and regulations. Apart from this station identification required by the FCC rules and regulations, KENS-TV shall continue to brand the Programming as "KENS-TV" or "KENS-DT."

10. Ratings Services. KWEX LP and KENS-TV, Inc. shall coordinate and cooperate with each other to communicate with any ratings services identified by either party to ensure that viewers watching KWEX-DT's standard definition channels are properly credited to KWEX-DT and viewers watching the Multicast Channel are properly credited to KENS-DT.

11. Confidentiality. Except as may be reasonably necessary to perform this Agreement and provide the Programming, and except as may be required by law or compulsory legal process, or request by the FCC, the parties shall keep confidential, and shall not use or disclose, the terms of this Agreement or any nonpublic information regarding the Programming, KWEX-DT, KWEX LP, KENS-DT, or KENS-TV, Inc.

12. Termination. If a party fails to perform its obligations under this Agreement in any material respect or breaches its representations made by it under this Agreement in any material respect, and such breach or default continues for a period of thirty (30) days after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. The indemnity and confidentiality terms of this Agreement, shall survive any expiration or termination of this Agreement. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

13. Specific Performance. KWEX LP and KENS-TV, Inc. both recognize that, in the event either party defaults in the performance of its obligations under this Agreement, it will cause immediate and irreparable harm to the other party, and that no remedy at law on the contract, including monetary damages, will be adequate. Therefore, the parties shall each be entitled, in addition to bringing an action at law or equity for money or other damages for indemnification, to obtain specific performance of the terms and transactions contemplated by this Agreement.

14. Indemnity.

(a) KENS-TV, Inc. shall indemnify, defend, and hold harmless KWEX LP and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claim, damage, loss, liability, cost or expense (including reasonable attorneys' fees) arising from: (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by KENS-TV, Inc.; (ii) KENS-TV, Inc.'s use of the Multicast Channel during the Term; (iii) any claim for libel, slander, infringement of copyright or other right, invasion of privacy, etc, related to the Programming; (iv) any FCC fine or forfeiture with respect to the Programming; and (v) any action or failure to act by any employee or agent of KENS-DT.

(b) KWEX LP shall indemnify, defend, and hold harmless KENS-TV, Inc. and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claim, damage loss, liability, cost or expense (including reasonable attorneys' fees) arising from any breach or default by KWEX LP hereunder or from KWEX LP's use of KWEX-DT's digital capacity, including without limitation any claim of copyright infringement, libel, slander, defamation or invasion of privacy and any action or failure to act by any employee or agent of KWEX LP.

15. Representations. KENS-TV, Inc. and KWEX LP each represent and warrant to the other that it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of Texas, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party.

16. Assignment and Transfer. Neither party may assign this Agreement, without the prior written approval of the other, not to be unreasonably withheld and subject to the following:

(a) If KENS-TV, Inc. proposes to assign or transfer KENS-DT, then it shall give KWEX LP prior written notice thereof, and shall assign, and cause the assignee or transferee to assume, this Agreement in writing, effective upon consummation of such assignment or transfer of KENS-DT, but any such assignment and assumption shall not relieve KENS-TV, Inc. of any liability for KENS-DT's or its assignee's or transferee's failure to comply with this Agreement prior to such assignment or transfer.

(b) If KWEX LP proposes to assign or transfer KWEX-DT, then it shall give KENS-TV, Inc. prior written notice thereof, and shall assign, and cause the assignee or transferee to assume, this Agreement in writing, effective upon consummation of such assignment or transfer, but any such assignment and assumption shall not relieve KWEX LP of any liability for KWEX LP's or its assignee's or transferee's failure to comply with this Agreement prior to such assignment or transfer.

17. Discussion of Continued Use of Transmitter. The parties agree that they will discuss in good faith the terms of a possible agreement for KENS-DT to continue transmitting a multicast program stream on a portion of KWEX-DT's signal via KWEX-DT's transmission facilities until March 31, 2009, on terms and conditions to be agreed upon. The parties acknowledge that such extension would require KWEX-DT to either (i) remain on channel 39 on a temporary basis until March 31, 2009 or (ii) allow KENS-DT to use a multicast stream of KWEX-DT on channel 41, and that either option would require prior FCC approval. Nothing herein shall require either party to enter such an agreement on any terms or conditions.

18. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

if to KENS-TV, Inc.:

Belo Corp.  
400 South Record Street  
Dallas, TX 75202  
Attention: Treasurer  
Facsimile: (214) 977-2303

if to KWEX License Partnership, L.P.:

Univision Communications Inc.  
605 Third Avenue  
12<sup>th</sup> Floor  
New York, NY 10158  
Attention: Ted Zagat  
Facsimile: (212) 967-6710

With Copy to:  
Univision Legal  
5999 Center Drive  
Los Angeles, California 90045  
Fax (310) 348-3679  
Attn: Deputy General Counsel

19. Miscellaneous. This Agreement shall be governed by the laws of the State of Texas without regard to principles of conflicts of laws. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision. Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement by reason of any act of God, labor dispute, breakdown of facilities, or any cause beyond its respective control. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns. If any provision in this Agreement is held to be unenforceable, then so long as neither party is deprived of the benefits of this Agreement in any material respect, the remaining provisions hereof shall not be affected and shall remain in effect.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO MULTICAST CHANNEL USE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

KENS-TV, INC.

By: Dennis A. Williamson  
Name: DENNIS A WILLIAMSON  
Title: EVP/CEO Belo Corp.

KWEX LICENSE PARTNERSHIP, L.P.

By: Andrew W. Hobson  
Name: ANDREW W HOBSON  
Title: SGVP, CEO + TREASURER  
Universal Television Group, Inc.

## **ATTACHMENT B**

EXHIBIT A

ENGINEERING STATEMENT

The engineering data contained herein have been prepared on behalf of KENS-TV, INC., licensee of KENS-DT, Channel 55 in San Antonio, Texas, in support of its request for Special Temporary Authority (STA) to operate for a period of time pre-transition on one of the present sub-channels of licensed KWEX-DT, Channel 39 in San Antonio. KENS-DT has been allotted use of Channel 39 post-transition by the Commission. This STA is necessary to allow the licensee of KENS-DT to construct its permanent post-transition facility on Channel 39 at the present KENS-DT site. Commission grant of the instant request will assist MediaFLO USA, Inc., in its efforts to accelerate the deployment and operation of a network offering a new "mediacast" service, designed to deliver several channels of multimedia content to third generation wireless phones, in and around San Antonio. Implementation of that new service is dependent on the discontinuation of operation of KENS-DT on Channel 55.

It is proposed to utilize the licensed KWEX-DT Andrew directional antenna, which is mounted at the 415-meter level of an existing 463-meter tower. Exhibit B provides azimuth and elevation pattern data for the existing antenna. Exhibit C is a map upon which the predicted service contours of the presently licensed Channel 55 facility of KENS-DT is plotted along with the presently licensed KWEX-DT operation on Channel 39. It should be noted that the proposed KENS-DT contour, multi-casted via the KWEX-DT facility, covers 95.2% of the service population of that of the presently licensed KENS-DT facility. The present KENS-DT 41 dBu service contour contains a population of 1,951,082, while the KWEX-DT 41 dBu service contour contains a population of 1,857,280. Since KWEX-DT is presently licensed and since no change in site

EXHIBIT A

location, antenna pattern, antenna height or effective radiated power is proposed herein, an interference study is not provided. Exhibit D is a map containing the 41 and 48 dBu contours. It can be seen that the 48 dBu contour completely covers the city of license. A power density calculation is provided in Exhibit E.

It is not expected that the proposed facility would cause objectionable interference to any other broadcast or non-broadcast station authorized to operate at or near the KENS-DT site.

Since no change in overall height or location of the existing tower is proposed herein, the FAA has not been notified of this application. In addition, the FCC issued Antenna Structure Registration Number 1054166 to this tower.

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.

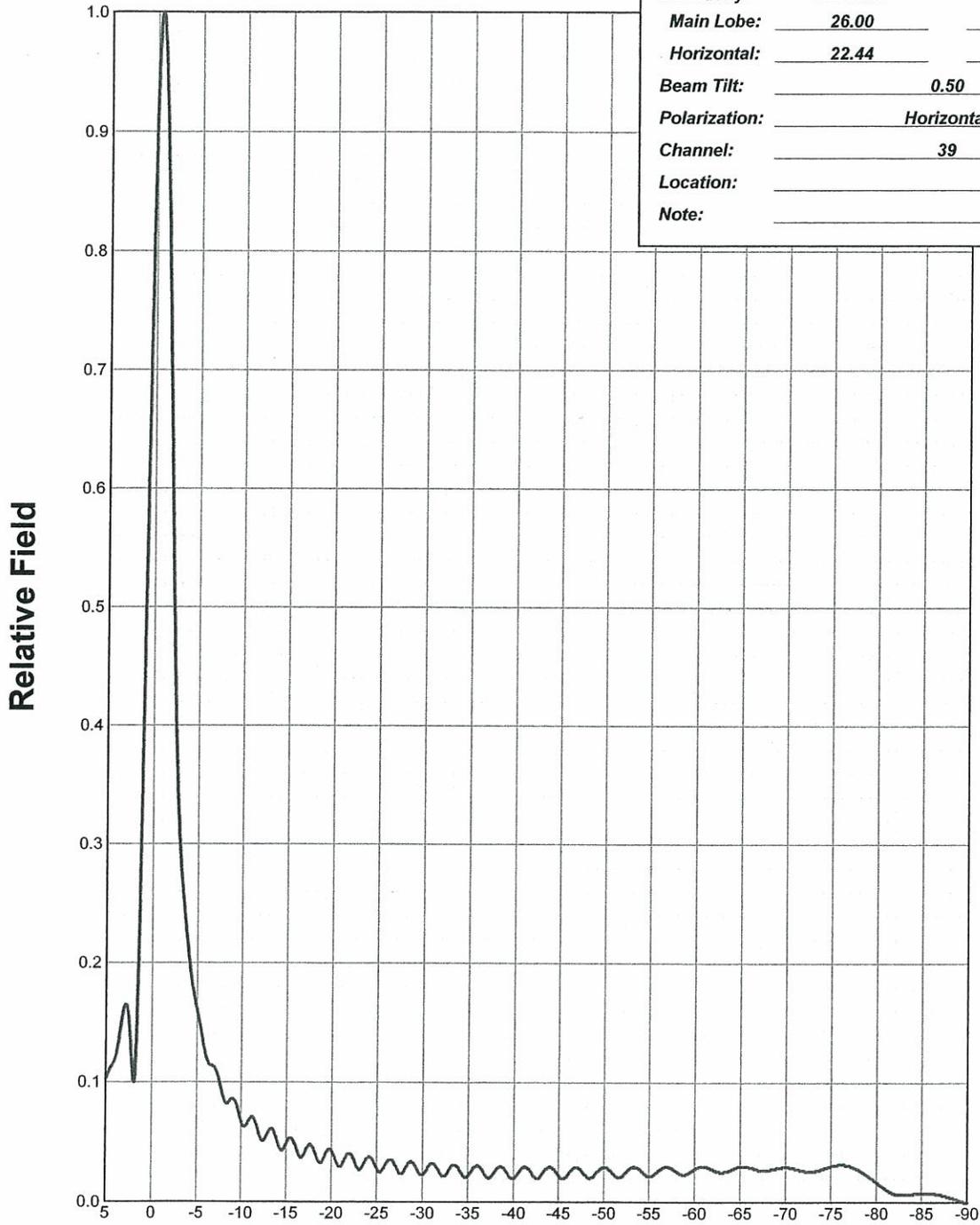
  
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[Kyle@smithandfisher.com](mailto:Kyle@smithandfisher.com)

July 26, 2008



### ELEVATION PATTERN

Type:	ATW26HS2H	
Directivity:	Numeric	dBd
Main Lobe:	26.00	14.15
Horizontal:	22.44	13.51
Beam Tilt:	0.50	
Polarization:	Horizontal	
Channel:	39	
Location:		
Note:		



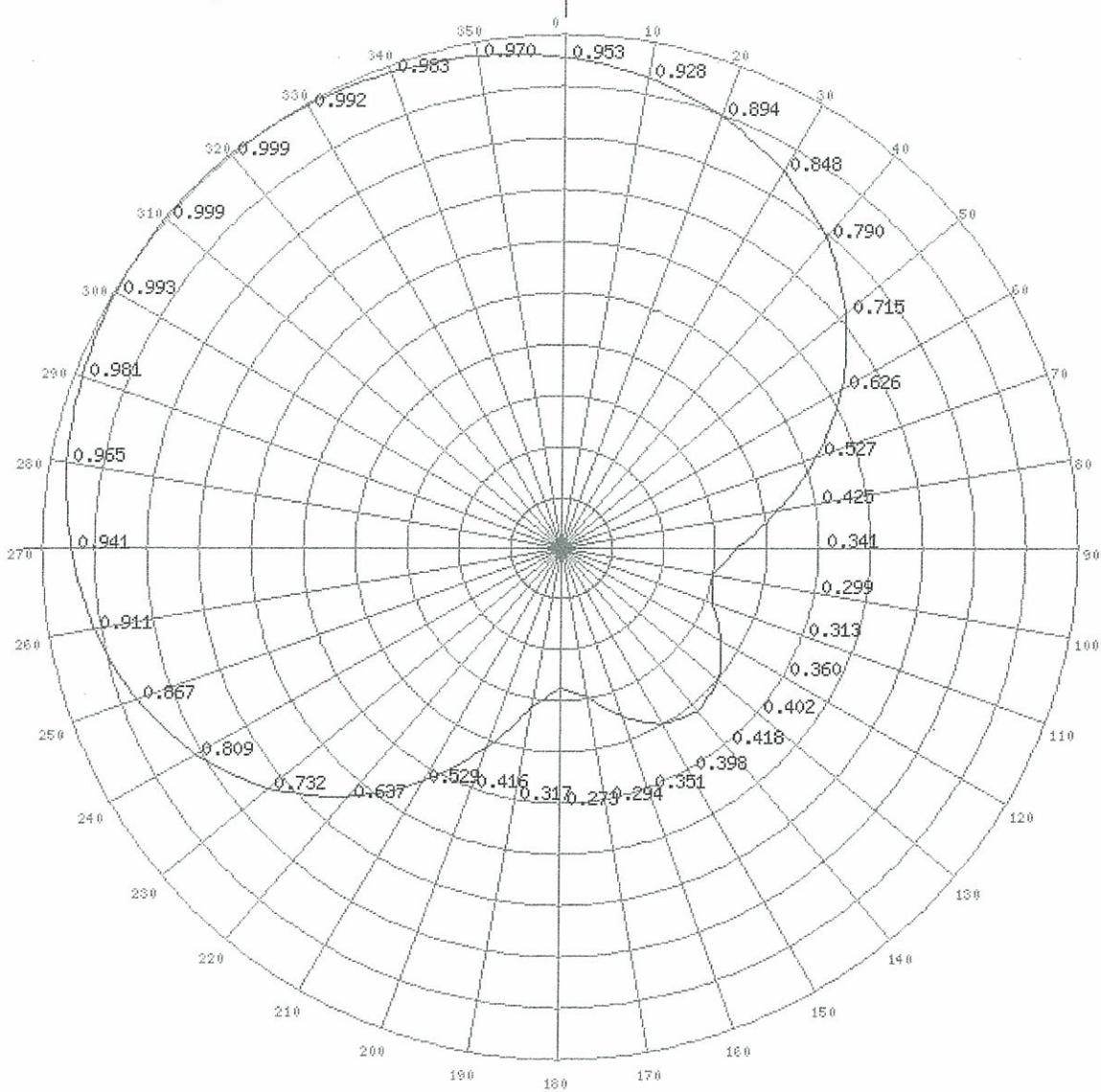
Electronics Research, Inc.  
7777 Gardner Road  
Chandler, Indiana U.S.A 47610

#### EXHIBIT B-1

ANTENNA ELEVATION PATTERN  
PROPOSED KENS-DT STA  
CHANNEL 39 – SAN ANTONIO, TEXAS

SMITH AND FISHER

Any specified rotation has already been applied to the plotted pattern.  
Field strength values shown on a rotated pattern may differ from the listed values because intermediate azimuths are interpolated between entered azimuths.



**EXHIBIT B-2**  
**ANTENNA AZIMUTH PATTERN**  
**PROPOSED KENS-DT STA**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**  
**SMITH AND FISHER**

## ANTENNA AZIMUTH PATTERN DATA

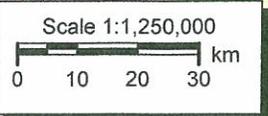
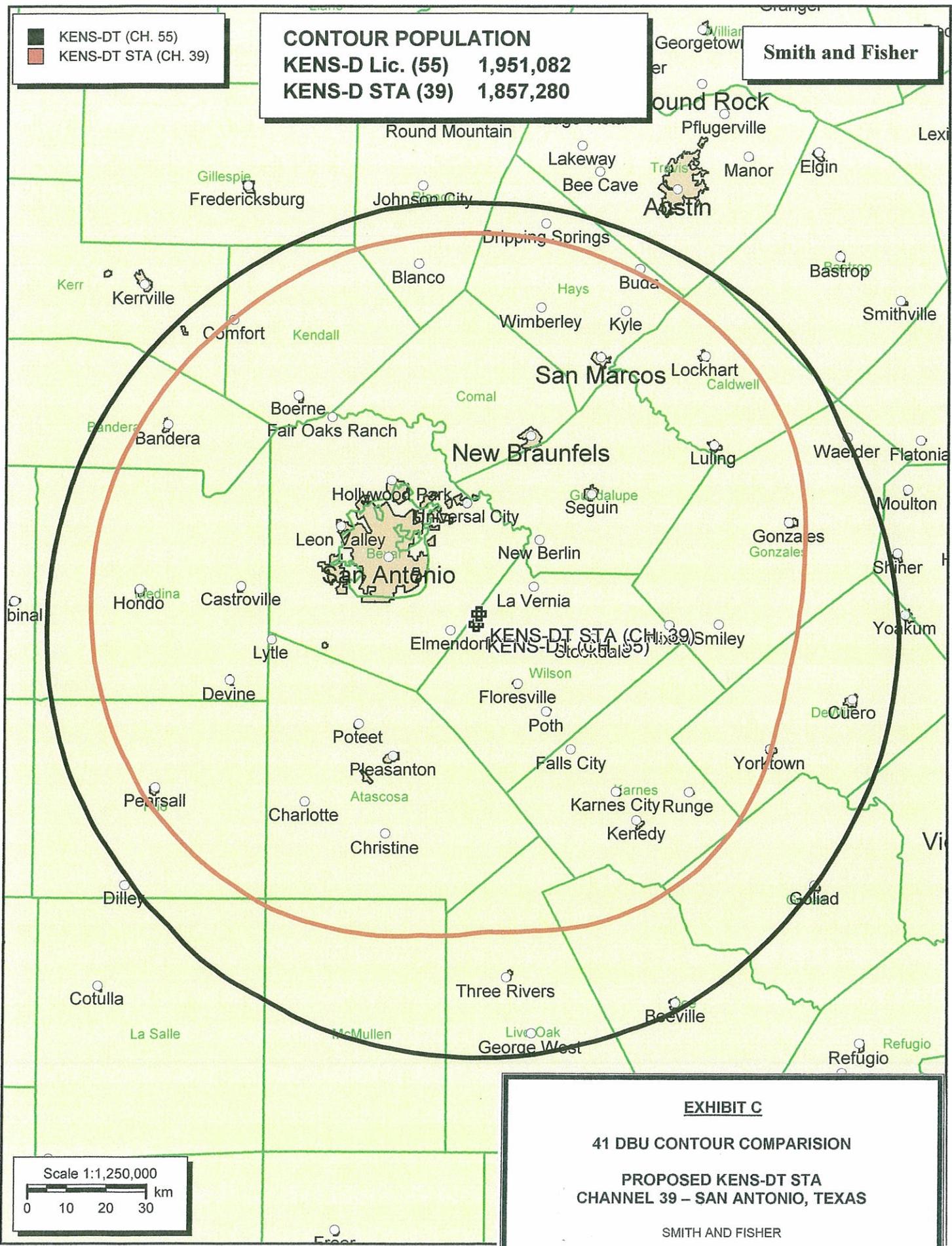
PROPOSED KENS-DT STA  
CHANNEL 39 – SAN ANTONIO, TEXAS

<u>Azimuth</u> <u>(° T)</u>	<u>Relative</u> <u>Field</u>	<u>ERP</u> <u>(dbk)</u>	<u>Azimuth</u> <u>(° T)</u>	<u>Relative</u> <u>Field</u>	<u>ERP</u> <u>(dbk)</u>
0	0.953	25.6	180	0.273	14.7
10	0.928	25.4	190	0.317	16.0
20	0.894	25.0	200	0.416	18.5
30	0.848	24.6	210	0.529	20.5
40	0.790	24.0	220	0.637	22.1
50	0.715	23.1	230	0.732	23.3
60	0.626	22.0	240	0.809	24.2
70	0.527	20.5	250	0.867	24.8
80	0.425	18.6	260	0.911	25.2
90	0.341	16.7	270	0.941	25.5
100	0.299	15.5	280	0.965	25.7
110	0.313	15.9	290	0.981	25.9
120	0.360	17.1	300	0.993	26.0
130	0.402	18.1	310	0.999	26.0
140	0.418	18.4	320	0.999	26.0
150	0.398	18.0	330	0.992	26.0
160	0.351	16.9	340	0.983	25.9
170	0.294	15.4	350	0.970	25.8

KENS-DT (CH. 55)  
 KENS-DT STA (CH. 39)

**CONTOUR POPULATION**  
**KENS-D Lic. (55) 1,951,082**  
**KENS-D STA (39) 1,857,280**

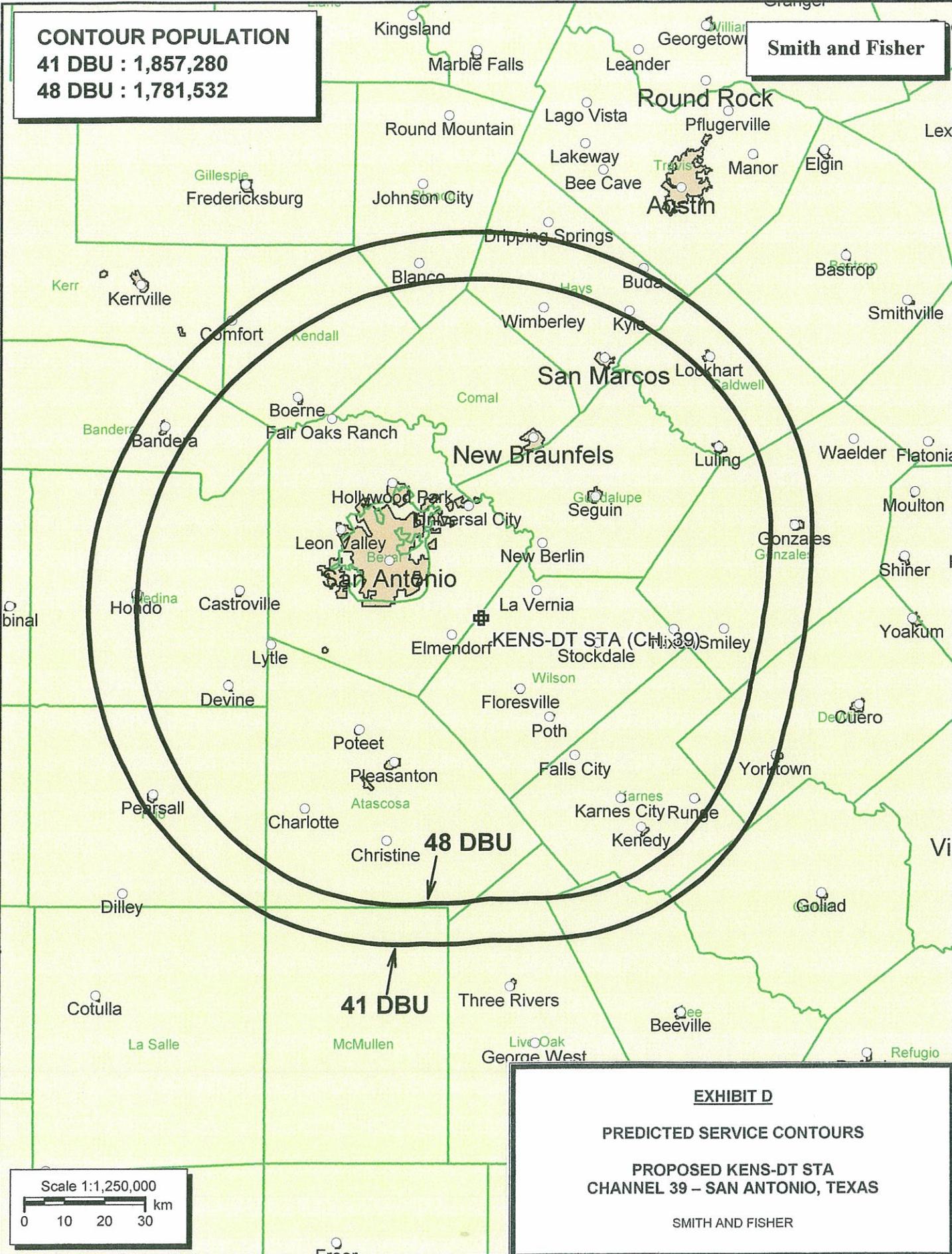
**Smith and Fisher**



**EXHIBIT C**  
**41 DBU CONTOUR COMPARISON**  
**PROPOSED KENS-DT STA**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**  
 SMITH AND FISHER

Smith and Fisher

**CONTOUR POPULATION**  
**41 DBU : 1,857,280**  
**48 DBU : 1,781,532**



**EXHIBIT D**

**PREDICTED SERVICE CONTOURS**

**PROPOSED KENS-DT STA**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**

SMITH AND FISHER

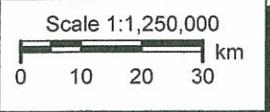


EXHIBIT E

POWER DENSITY CALCULATION

PROPOSED KENS-DT STA  
CHANNEL 39 – SAN ANTONIO, TEXAS

Since the FCC considers the possible biological effects of RF transmissions in its environmental determinations, we have studied the matter with respect to this San Antonio facility. Employing the methods set forth in *OET Bulletin No. 65* and considering a main-lobe effective radiated power of 400 kw, an antenna radiation center 415 meters above ground, and the elevation pattern of the Andrew antenna, maximum power density two meters above ground of  $0.000096 \text{ mw/cm}^2$  is calculated to occur 103 meters northwest of the base of the tower. Since this is less than 0.1 percent of the  $0.42 \text{ mw/cm}^2$  reference for uncontrolled environments (areas with public access) surrounding a facility operating on Channel 39 (620-626 MHz), a grant of this proposal may be considered a minor environmental action with respect to public and occupational ground-level exposure to nonionizing electromagnetic radiation.

# ATTACHMENT C

Federal Communications Commission Washington, D.C. 20554  <p style="text-align: center;"><b>FCC 301</b></p>	Approved by OMB 3060-0027 (January 2008)  FOR FCC USE ONLY
<b>APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION</b>  Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. <b>BXPCDT - 20080305AFD</b>

**Section I - General Information**

<b>1.</b>	Legal Name of the Applicant KENS-TV, INC.		
	Mailing Address 400 SOUTH RECORD STREET		
	City DALLAS	State or Country (if foreign address) TX	ZIP Code 75202 -
	Telephone Number (include area code) 2149776606	E-Mail Address (if available)	
	FCC Registration Number: 0003801594	Call Sign KENS-DT	Facility ID Number 26304
<b>2.</b>	Contact Representative (if other than Applicant) JOHN M. BURGETT		Firm or Company Name WILEY REIN LLP
	Mailing Address WILEY REIN LLP 1776 K STREET, N.W.		
	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20006 -
	Telephone Number (include area code) 2027194239	E-Mail Address (if available) JBURGETT@WILEYREIN.COM	
<b>3.</b>	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Other <input checked="" type="radio"/> N/A (Fee Required)		
<b>4.</b>	<b>Application Purpose</b> <input type="radio"/> New station <input type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application (a) File number of original construction permit:  (b) Service Type:  (c) DTV Type:  (d) Community of License: City: SAN ANTONIO (e) Facility Type		
	<input type="radio"/> New Station with Petition for Rulemaking or Counterproposal to Amend FM Table of Allotments <input type="radio"/> Major Change in licensed facility <input checked="" type="radio"/> Minor Change in licensed facility <input type="radio"/> Minor Amendment to pending application <input type="checkbox"/> NA <input type="radio"/> AM <input type="radio"/> FM <input type="radio"/> TV <input checked="" type="radio"/> DTV <input type="radio"/> Pre-Transition <input checked="" type="radio"/> Post-Transition <input type="radio"/> Both  State: TX <input type="radio"/> Main <input checked="" type="radio"/> Auxiliary		
	If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question Number the portions of the pending application that are being revised.		
	[Exhibit 1]		

**NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.**

**Section II - Legal**

<p>1. <b>Certification.</b> Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>2. <b>Parties to the Application.</b></p> <p>a. List the applicant, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the applicant, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.</p> <p>(1) Name and address of the applicant and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.</p> <p>(2) Citizenship.</p> <p>(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's <b>equity/debt plus</b> standard, etc.</p> <p>(4) Percentage of votes.</p> <p>(5) Percentage of total assets (equity plus debt).</p> <p>[Enter Parties/Owners Information]</p> <hr/> <p>b. Applicant certifies that equity and financial interests not set forth above are non-attributable.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 2]</p>
<p>3. <b>Other Authorizations.</b> List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest.</p>	<p><input type="checkbox"/> N/A [Exhibit 3]</p>
<p>4. <b>Multiple Ownership.</b></p> <p>a. Is the applicant or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement in the same market as the station subject to this application?</p> <p>If "YES," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.</p> <p>b. Applicant certifies that the proposed facility complies with the Commission's multiple ownership rules and cross-ownership rules.</p> <p>Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).</p> <p>All Applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.</p> <p>c. Applicant certifies that the proposed facility:</p> <p>1. does not present an issue under the Commission's policies relating to media interests of immediate family members;</p> <p>2. complies with the Commission's policies relating to future ownership interests; and</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 4]</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 5]</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]</p>

	3. complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors.	
5.	<b>Character Issues.</b> Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 7]
6.	<b>Adverse Findings.</b> Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 8]
7.	<b>Alien Ownership and Control.</b> Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 9]
8.	<b>Program Service Certification.</b> Applicant certifies that it is cognizant of and will comply with its obligations as a commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input type="radio"/> Yes <input type="radio"/> No
9.	<b>Local Public Notice.</b> Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No
10.	<b>Auction Authorization.</b> If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable.  <b>An exhibit is required unless this question is inapplicable.</b>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A  [Exhibit 10]
11.	<b>Anti-Drug Abuse Act Certification.</b> Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	<b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
13.	<b>Petition for Rulemaking/Counterproposal to Add New FM Channel to FM Table of Allotments.</b> If the application is being submitted concurrently with a Petition for Rulemaking or Counterproposal to Amend the FM Table of Allotments (47 C.F.R. section 73.202) to add a new FM channel allotment, petitioner/counter-proponent certifies that, if the FM channel allotment requested is allotted, petitioner/counter-proponent will apply to participate in the auction of the channel allotment requested and specified in this application.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

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. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing GUY KERR	Typed or Printed Title of Person Signing SECRETARY
Signature	Date 03/05/2008

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 PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**SECTION III-D - DTV Engineering**

**Complete Questions 1-5, and provide all data and information for the proposed facility, as requested in Technical Specifications, Items 1-13.**

**Pre-Transition Certification Checklist:** An application concerning a pre-transition channel must complete questions 1(a)-(c), and 2-5. A correct answer of "Yes" to all of the questions will ensure an expeditious grant of a construction permit application to change pre-transition facilities. However, if the proposed facility is located within the Canadian or Mexican borders, coordination of the proposal under the appropriate treaties may be required prior to grant of the application. An answer of "No" will require additional evaluation of the applicable information in this form before a construction permit can be granted.

**Post-Transition Expedited Processing.** An application concerning a post-transition channel must complete questions 1(a), (d)-(e), and 2-5. A station applying for a construction permit to build its post-transition channel will receive expedited processing if its application (1) does not seek to expand the noise-limited service contour in any direction beyond that established by Appendix B of the Seventh Report and Order in MB Docket No. 87-268 establishing the new DTV Table of Allotments in 47 C.F.R. § 73.622(i) ("new DTV Table Appendix B"); (2) specifies facilities that match or closely approximate those defined in the new DTV Table Appendix B facilities; and (3) is filed within 45 days of the effective date of Section 73.616 of the rules adopted in the Report and Order in the Third DTV Periodic Review proceeding, MB Docket No. 07-91.

1. The proposed DTV facility complies with 47 C.F.R. Section 73.622 in the following respects:	
(a) It will operate on the DTV channel for this station as established in 47 C.F.R. Section 73.622.	<input checked="" type="radio"/> Yes <input type="radio"/> No
(b) It will operate a pre-transition facility from a transmitting antenna located within 5.0 km (3.1 miles) of the DTV reference site for this station as established in 47 C.F.R. Section 73.622.	<input type="radio"/> Yes <input type="radio"/> No
(c) It will operate a pre-transition facility with an effective radiated power (ERP) and antenna height above average terrain (HAAT) that do not exceed the DTV reference ERP and HAAT for this station as established in 47 C.F.R. Section 73.622.	<input type="radio"/> Yes <input type="radio"/> No
(d) It will operate at post-transition facilities that do not expand the noise-limited service contour in any direction beyond that established by Appendix B of the Seventh Report and Order in MB Docket No. 87-268 establishing the new DTV Table of Allotments in 47 C.F.R. § 73.622(i) ("new DTV Table Appendix B").	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
(e) It will operate at post-transition facilities that match or reduce by no more than five percent with respect to predicted population from those defined in the new DTV Table Appendix B.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
2. The proposed facility will not have a significant environmental impact, including exposure of workers or the general public to levels of RF radiation exceeding the applicable health and safety guidelines, and therefore will not come within 47 C.F.R. Section 1.1307. Applicant must <b>submit the Exhibit</b> called for in Item 13.	<input checked="" type="radio"/> Yes <input type="radio"/> No
3. Pursuant to 47 C.F.R. Section 73.625, the DTV coverage contour of the proposed facility will encompass the allotted principal community.	<input checked="" type="radio"/> Yes <input type="radio"/> No
4. The requirements of 47 C.F.R. Section 73.1030 regarding notification to radio astronomy installations, radio receiving installations and FCC monitoring stations have either been satisfied or are not applicable.	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. The antenna structure to be used by this facility has been registered by the Commission and will not require registration to support the proposed antenna, OR the FAA has previously determined that the proposed structure will not adversely effect safety in air navigation and this structure qualifies for later registration under the Commission's phased registration plan, OR the proposed installation on this structure does not require notification to the FAA pursuant to 47 C.F.R. Section 17.7.	<input checked="" type="radio"/> Yes <input type="radio"/> No

**SECTION III-D - DTV Engineering**

**TECHNICAL SPECIFICATIONS**

Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.

**TECH BOX**

1.	Channel Number:  DTV 39    Analog TV, if any 5
2.	Zone:

I  II  III

3. Antenna Location Coordinates: (NAD 27)  
 Latitude:  
 Degrees 29 Minutes 16 Seconds 11  North  South  
 Longitude:  
 Degrees 98 Minutes 15 Seconds 55  West  East

4. Antenna Structure Registration Number: 1226610  
 Not Applicable  Notification filed with FAA

5. Antenna Location Site Elevation Above Mean Sea Level: 158.2 meters

6. Overall Tower Height Above Ground Level: 466.3 meters

7. Height of Radiation Center Above Ground Level: 349 meters

8. Height of Radiation Center Above Average Terrain : 348 meters

9. Maximum Effective Radiated Power (average power): 54.3 kW

10. Antenna Specifications:  
 a. Manufacturer DIE Model TFU-32DSB-H(C)  
 b. Electrical Beam Tilt:  
 1.5 degrees  Not Applicable  
 c. Mechanical Beam Tilt:  
 degrees toward azimuth  
 degrees True  Not Applicable  
 Attach as an Exhibit all data specified in 47 C.F.R. Section 73.625(c). [Exhibit 42]  
 d. Polarization:  
 Horizontal  Circular  Elliptical  
 e. Directional Antenna Relative Field Values:  Not applicable (Nondirectional)  
 [For a composite directional (not off-the-shelf) antenna, press the following button to fill in the relative field values subform.]  
 [Relative Field Values]

**10e. Directional Antenna Relative Field Values**

[Fill in this subform for a composite directional (not off-the-shelf) antenna, only.]

e. Directional Antenna Relative Field Values:

Rotation (Degrees): 0  No Rotation

Degrees	Value										
0	0.842	10	0.776	20	0.768	30	0.779	40	0.828	50	0.885
60	0.911	70	0.88	80	0.788	90	0.673	100	0.56	110	0.467
120	0.43	130	0.452	140	0.495	150	0.521	160	0.511	170	0.477
180	0.446	190	0.468	200	0.56	210	0.688	220	0.81	230	0.891
240	0.918	250	0.885	260	0.834	270	0.793	280	0.777	290	0.816
300	0.885	310	0.949	320	0.984	330	1	340	0.977	350	0.917

Additional

Azimuths									
Relative Field Polar Plot									
If a directional antenna is proposed, the requirements of 47 C.F.R. Sections 73.625(c) must be satisfied. <b>Exhibit required.</b>								[Exhibit 43]	
11.	Does the proposed facility satisfy the pre-transition interference protection provisions of 47 C.F.R. Section 73.623(a) (Applicable only if <b>Certification Checklist</b> Items 1(a), (b), or (c) are answered "No.") and/or the post-transition interference protection provisions of 47 C.F.R. Section 73.616?  If "No," attach as an Exhibit justification therefor, including a summary of any related previously granted waivers.							<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 44]	
12.	If the proposed facility will not satisfy the coverage requirement of 47 C.F.R. Section 73.625, attach as an Exhibit justification therefore. (Applicable only if <b>Certification Checklist</b> item 3 is answered "No.")							[Exhibit 45]	
13.	<b>Environmental Protection Act. Submit in an Exhibit</b> the following: If <b>Certification Checklist</b> Item 2 is answered "Yes," a brief explanation of why an Environmental Assessment is not required. Also describe in the Exhibit the steps that will be taken to limit RF radiation exposure to the public and to persons authorized access to the tower site.  By checking "Yes" to <b>Certification Checklist</b> Item 2, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.  If <b>Certification Checklist</b> Item 2 is answered "No," an Environmental Assessment as required by 47 C.F.R Section 1.1311.							[Exhibit 46]	
<b>PREPARERS CERTIFICATION ON SECTION III MUST BE COMPLETED AND SIGNED.</b>									

### SECTION III - PREPARER'S CERTIFICATION

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name KEVIN T. FISHER		Relationship to Applicant (e.g., Consulting Engineer) ENGINEERING CONSULTANT	
Signature		Date 03/05/2008	
Mailing Address 2237 TACKETTS MILL DRIVE SUITE A			
City LAKE RIDGE		State or Country (if foreign address) VA	Zip Code 22192 -
Telephone Number (include area code) 7034942101		E-Mail Address (if available) KEVIN@SMITHANDFISHER.COM	

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 PERMIT (U.S.

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**Exhibits**

**Exhibit 42**

**Description:** COMPREHENSIVE TECHNICAL EXHIBIT

COMPREHENSIVE TECHNICAL EXHIBIT

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**Attachment 42**

Description
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COMPREHENSIVE ENGINEERING EXHIBIT
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EXHIBIT A

ENGINEERING STATEMENT

The engineering data contained herein have been prepared on behalf of KENS-TV, INC., licensee of KENS-DT, Channel 55 in San Antonio, Texas, in support of its Application for Construction Permit for a post-transition auxiliary facility on Channel 39.

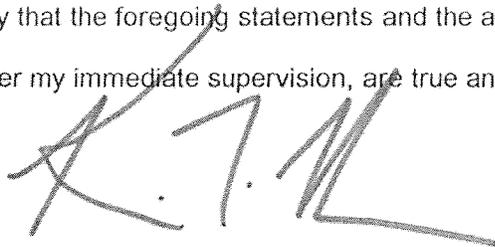
It is proposed to mount a standard Dielectric directional antenna at the 349-meter level of the existing 466-meter tower on which the present KENS-DT antenna is mounted. Exhibit B provides antenna azimuth and elevation pattern data and proposed operating parameters are tabulated in Exhibit C. Exhibit D is a map upon which the predicted service contours of the allotment facility as well as that of the facility proposed herein are plotted. It can be seen that the proposed auxiliary 41 dBu contour is completely contained within that of the allotment facility assigned to KENS-DT in Appendix B of the Commission's DTV Table of Allotments. For that reason, an interference study is not provided. A power density calculation is provided in Exhibit E.

It is not expected that the proposed facility would cause objectionable interference to any other broadcast or non-broadcast station authorized to operate at or near the KENS-DT site. However, if such should occur, the owner of this station recognizes its obligation to take whatever corrective actions are necessary.

Since no change in overall height or location of the existing tower is proposed herein, the FAA has not been notified of this application. In addition, the FCC issued Antenna Structure Registration Number 1226610 to this tower.

EXHIBIT A

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 black ink, appearing to read 'K. T. Fisher', with a stylized flourish at the end.

KEVIN T. FISHER

March 6, 2008

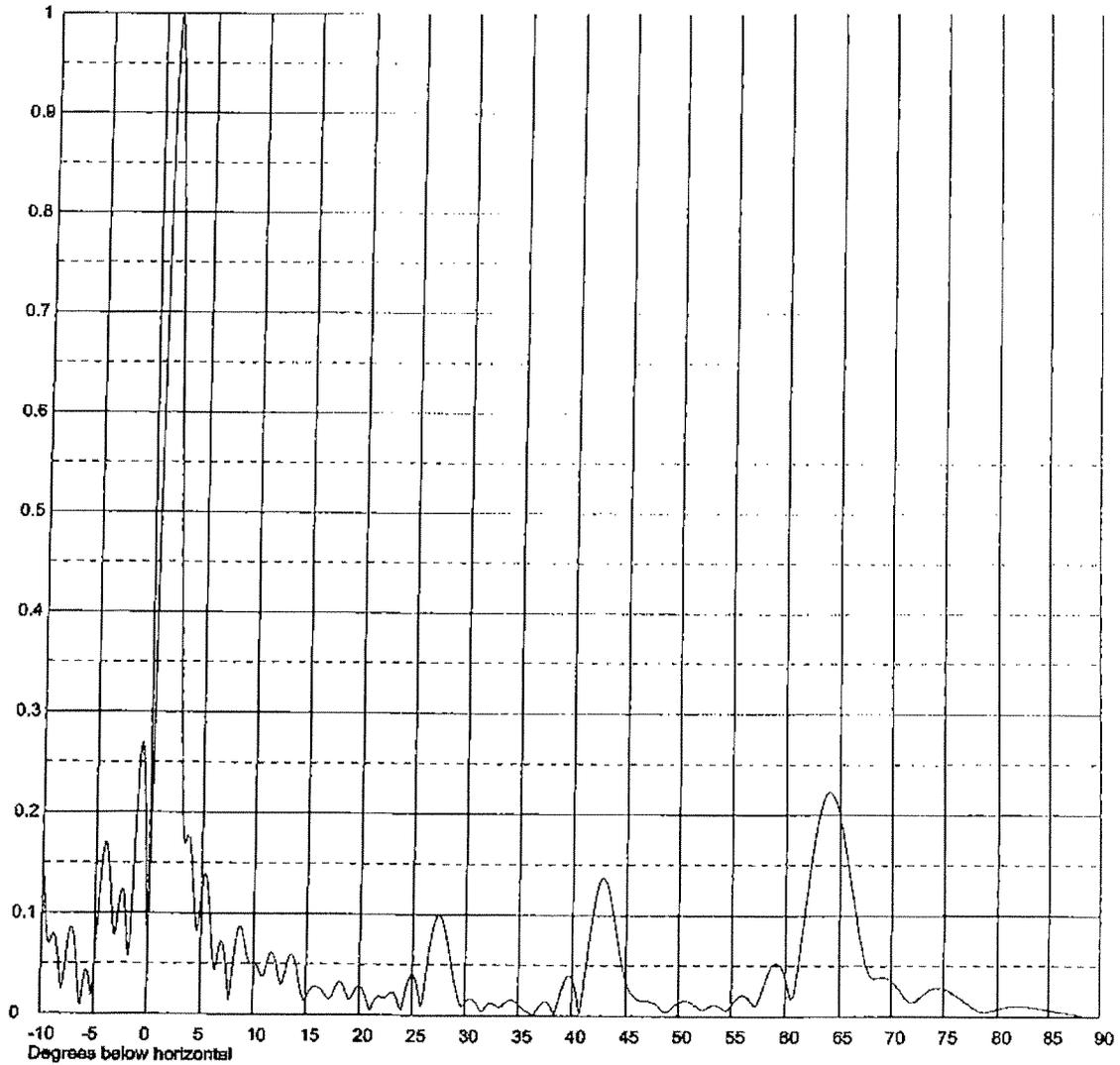
# Dielectric

Exhibit No.

Date **14 Feb 2008**  
Call Letters **KENS Aux** Channel **39**  
Location **San Antonio**  
Customer  
Antenna Type **TFU-32DSB-H (C)**

## ELEVATION PATTERN

RMS Gain at Main Lobe	<b>30.5 (14.84 dB)</b>	Beam Tilt	<b>1.50 Degrees</b>
RMS Gain at Horizontal	<b>0.3 (-5.23 dB)</b>	Frequency	<b>623.00 MHz</b>
Calculated / Measured	<b>Calculated</b>	Drawing #	<b>32B305150-90</b>



Remarks:

**EXHIBIT B-1**  
**ANTENNA ELEVATION PATTERN**  
**PROPOSED KENS-DT AUXILIARY**  
**CHANNEL 39 - SAN ANTONIO, TEXAS**  
**SMITH AND FISHER**



Exhibit No.

Date **14 Feb 2008**  
Call Letters **KENS Aux** Channel **39**  
Location **San Antonio**  
Customer  
Antenna Type **TFU-32D8B-H (C)**

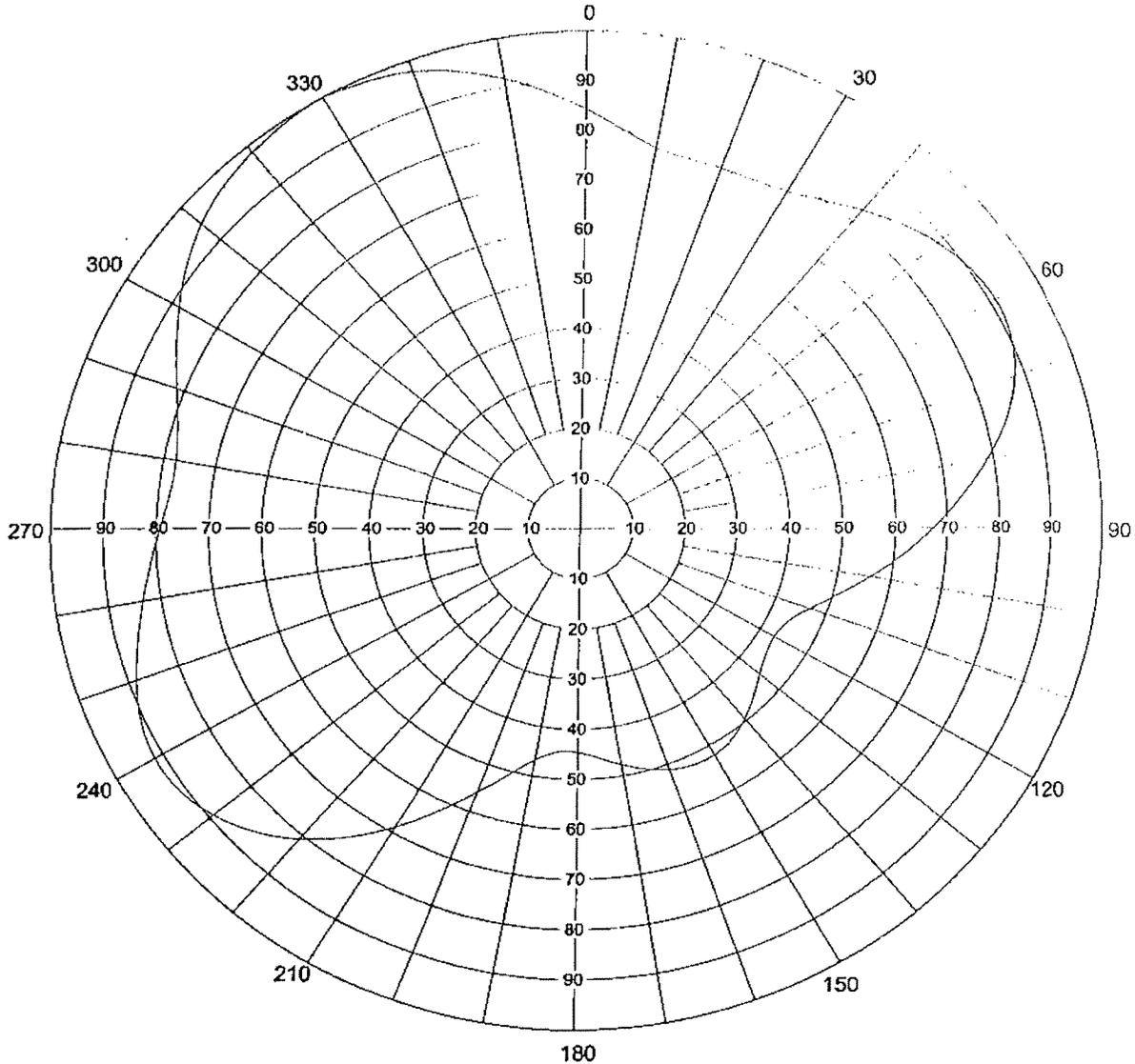
**AZIMUTH PATTERN**

Gain  
Calculated / Measured

**1.70 (2.30 dB)**  
Calculated

Frequency  
Drawing #

**623 MHz**  
**DSB-H**



Remarks:

**EXHIBIT B-2**  
**ANTENNA AZIMUTH PATTERN**  
**PROPOSED KENS-DT AUXILIARY**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**  
SMITH AND FISHER

## ANTENNA AZIMUTH PATTERN DATA

PROPOSED KENS-DT AUXILIARY  
CHANNEL 39 – SAN ANTONIO, TEXAS

<u>Azimuth</u> <u>(° T)</u>	<u>Relative</u> <u>Field</u>	<u>ERP</u> <u>(dbk)</u>	<u>Azimuth</u> <u>(° T)</u>	<u>Relative</u> <u>Field</u>	<u>ERP</u> <u>(dbk)</u>
0	0.842	15.9	180	0.446	10.3
10	0.776	15.1	190	0.468	10.8
20	0.768	15.1	200	0.560	12.3
30	0.779	15.2	210	0.688	14.1
40	0.828	15.7	220	0.810	15.5
50	0.885	16.3	230	0.891	16.3
60	0.911	16.5	240	0.918	16.6
70	0.880	16.2	250	0.885	16.3
80	0.788	15.3	260	0.834	15.8
90	0.673	13.9	270	0.793	15.3
100	0.560	12.3	280	0.777	15.2
110	0.467	10.7	290	0.816	15.6
120	0.430	10.0	300	0.885	16.3
130	0.452	10.5	310	0.949	16.9
140	0.495	11.2	320	0.984	17.2
150	0.521	11.7	330	1.000	17.4
160	0.511	11.5	340	0.977	17.1
170	0.477	10.9	350	0.917	16.6

PROPOSED OPERATING PARAMETERS

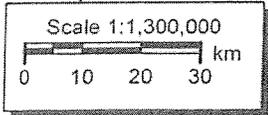
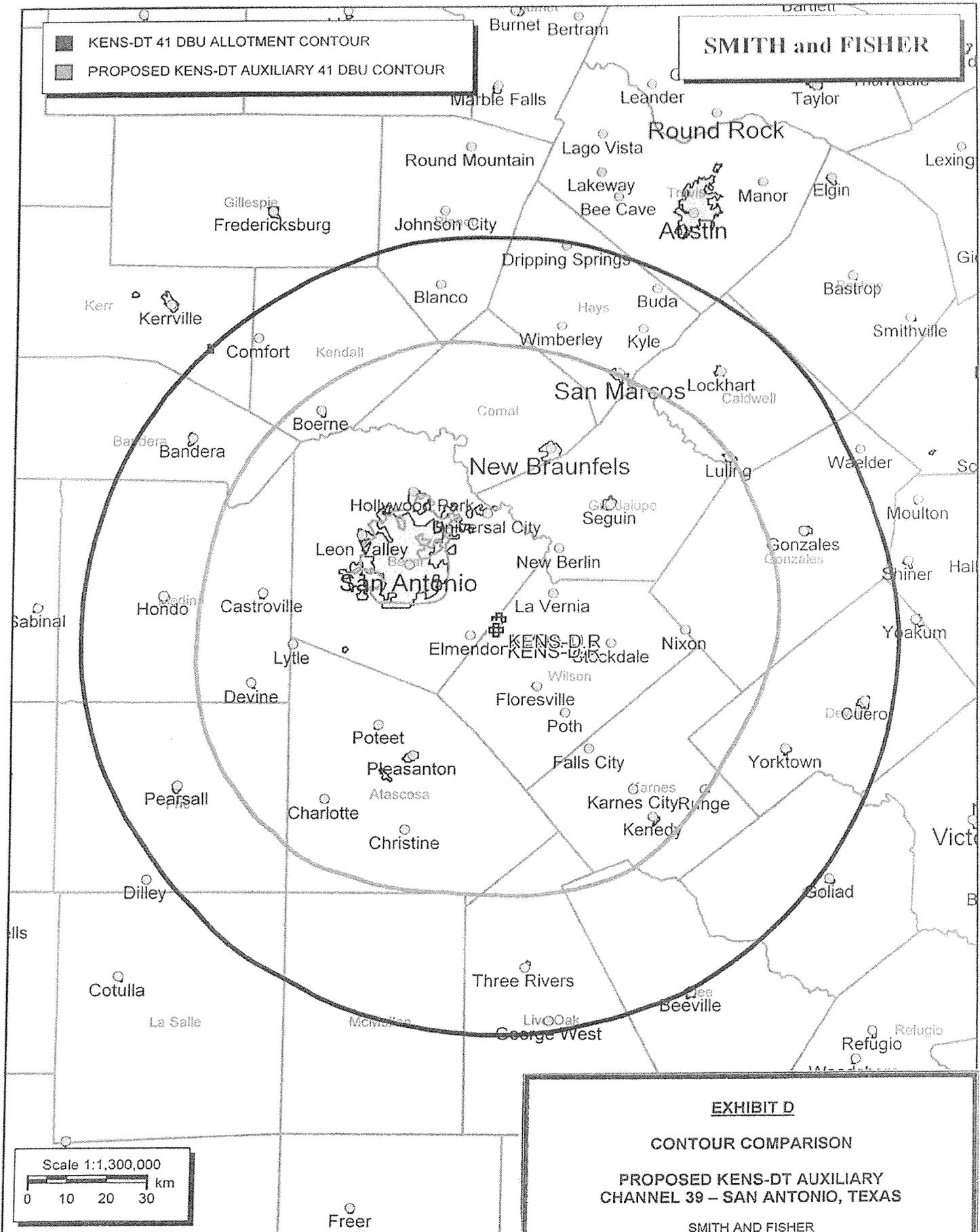
PROPOSED KENS-DT AUXILIARY  
CHANNEL 39 – SAN ANTONIO, TEXAS

Transmitter Power Output:	1.80 kw
Transmission Line Efficiency:	58.1%
Antenna Power Gain – Main Lobe:	51.9
Effective Radiated Power – Main Lobe:	54.3 kw
Transmitter Make and Model:	Type-accepted
Transmission Line Make and Model:	Dielectric EIA
Size and Type:	4-1/16" rigid
Length:	1400 feet*
Antenna:	
Make and Model:	Dielectric TFU-32DSB-H(C)
Orientation	330 ° T
Beam Tilt	1.5 degrees
Radiation Center Above Ground:	349 meters
Radiation Center Above Mean Sea Level:	507 meters

\*estimated

**SMITH and FISHER**

- KENS-DT 41 DBU ALLOTMENT CONTOUR
- PROPOSED KENS-DT AUXILIARY 41 DBU CONTOUR



**EXHIBIT D**  
**CONTOUR COMPARISON**  
**PROPOSED KENS-DT AUXILIARY**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**  
**SMITH AND FISHER**

EXHIBIT E

POWER DENSITY CALCULATION  
PROPOSED KENS-DT AUXILIARY  
CHANNEL 39 – SAN ANTONIO, TEXAS

Since the FCC considers the possible biological effects of RF transmissions in its environmental determinations, we have studied the matter with respect to this San Antonio facility. Employing the methods set forth in *OET Bulletin No. 65* and considering a main-lobe effective radiated power of 54.3 kw, an antenna radiation center 349 meters above ground, and the elevation pattern of the Dielectric antenna, maximum power density two meters above ground of  $0.00058 \text{ mw/cm}^2$  is calculated to occur 173 meters north-northwest of the base of the tower. Since this is only 0.1 percent of the  $0.41 \text{ mw/cm}^2$  reference for uncontrolled environments (areas with public access) surrounding a facility operating on Channel 39 (620-626 MHz), a grant of this proposal may be considered a minor environmental action with respect to public and occupational ground-level 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.

# **ATTACHMENT D**

ENGINEERING STATEMENT

The engineering data contained herein have been prepared on behalf of KENS-TV, INC., licensee of KENS-DT, Channel 55 in San Antonio, Texas, in support of its request for Special Temporary Authority (STA) to operate post-transition with a side-mounted antenna on Channel 39 (its allotted post-transition DTV channel) until such time that the licensee can remove the present top-mounted analog Channel 5 antenna and mount the authorized Channel 39 antenna in that aperture. KENS-TV will make every effort to install the new Channel 39 antenna as soon as possible after the digital transition date of February 17, 2009.

For this STA facility, it is proposed to utilize a standard Dielectric directional antenna, which is to be mounted at the 349-meter level of the existing 466-meter KENS-DT tower. Exhibit B provides azimuth and elevation pattern data for the existing antenna. Exhibit C is a map on which the predicted service contours of the STA facility are plotted. As shown, the city of license is completely contained within the predicted 48 dBu contour. The service contours of the proposed STA facility and the pending post-transition maximization facility of KENS-DT are plotted in Exhibit D. It should be noted that the proposed KENS-DT STA contour covers 86.7% of the population residing within the 41 dBu contour of the maximization facility. In addition, since the STA contour is completely contained within that of the proposed maximization service contour, an interference study is not provided. A power density calculation is included as Exhibit E.

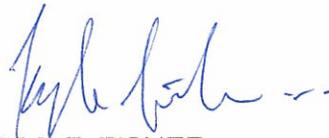
It is not expected that the proposed facility would cause objectionable interference to any other broadcast or non-broadcast station authorized to operate at or near the KENS-DT site.

EXHIBIT A

However, if such should occur, the owner of this station recognizes its obligation to take whatever corrective actions are necessary.

Since no change in overall height or location of the existing tower is proposed herein, the FAA has not been notified of this application. In addition, the FCC issued Antenna Structure Registration Number 1226610 to this tower.

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.



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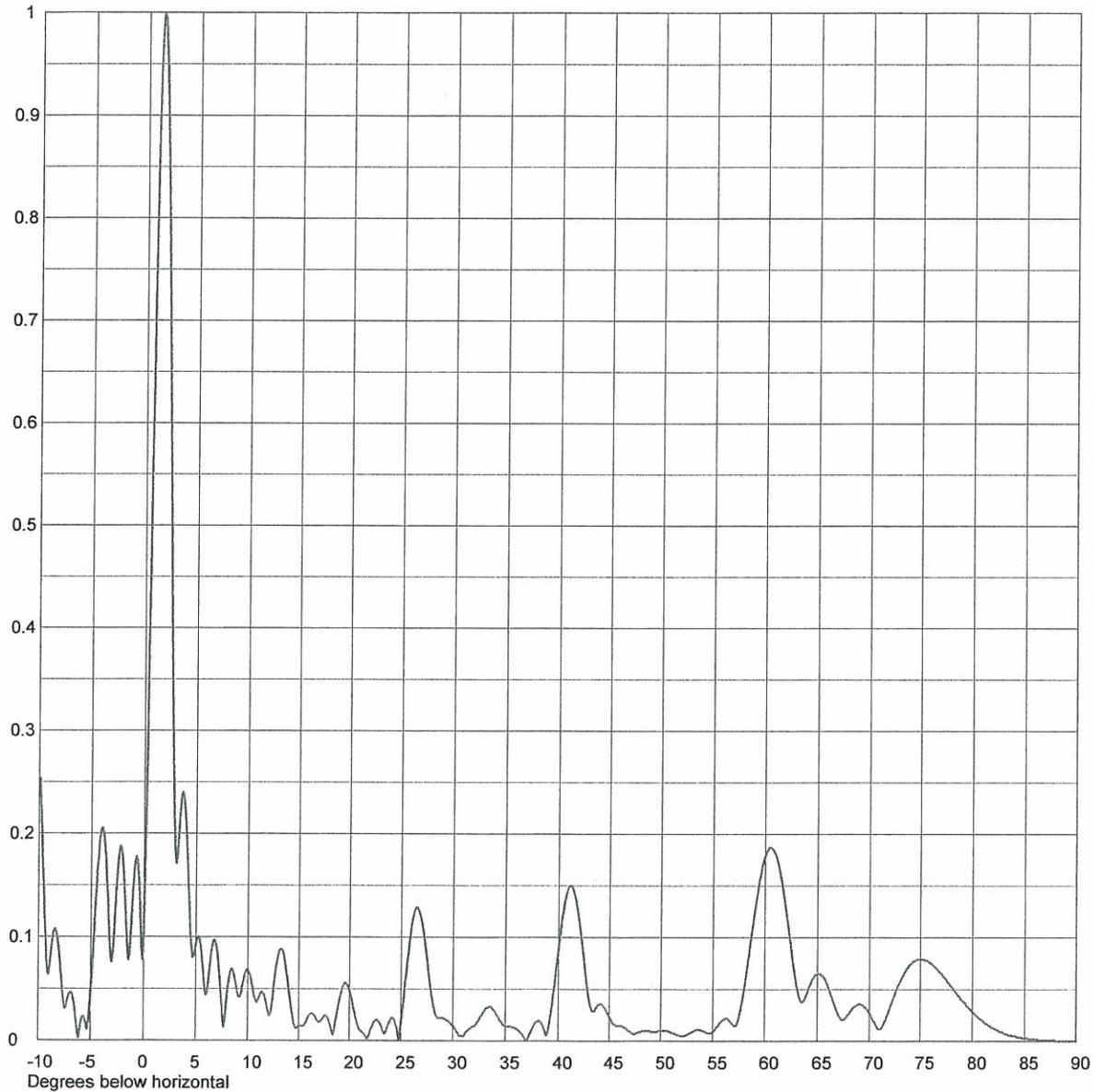
July 28, 2008

Date **28 Jul 2008**  
Call Letters  
Location  
Customer  
Antenna Type

Channel **39**

## ELEVATION PATTERN

RMS Gain at Main Lobe	<b>31.0 (14.91 dB)</b>	Beam Tilt	<b>1.50 Degrees</b>
RMS Gain at Horizontal	<b>0.3 (-5.23 dB)</b>	Frequency	<b>623.00 MHz</b>
Calculated / Measured	<b>Calculated</b>	Drawing #	<b>32L310150-90</b>



Remarks:

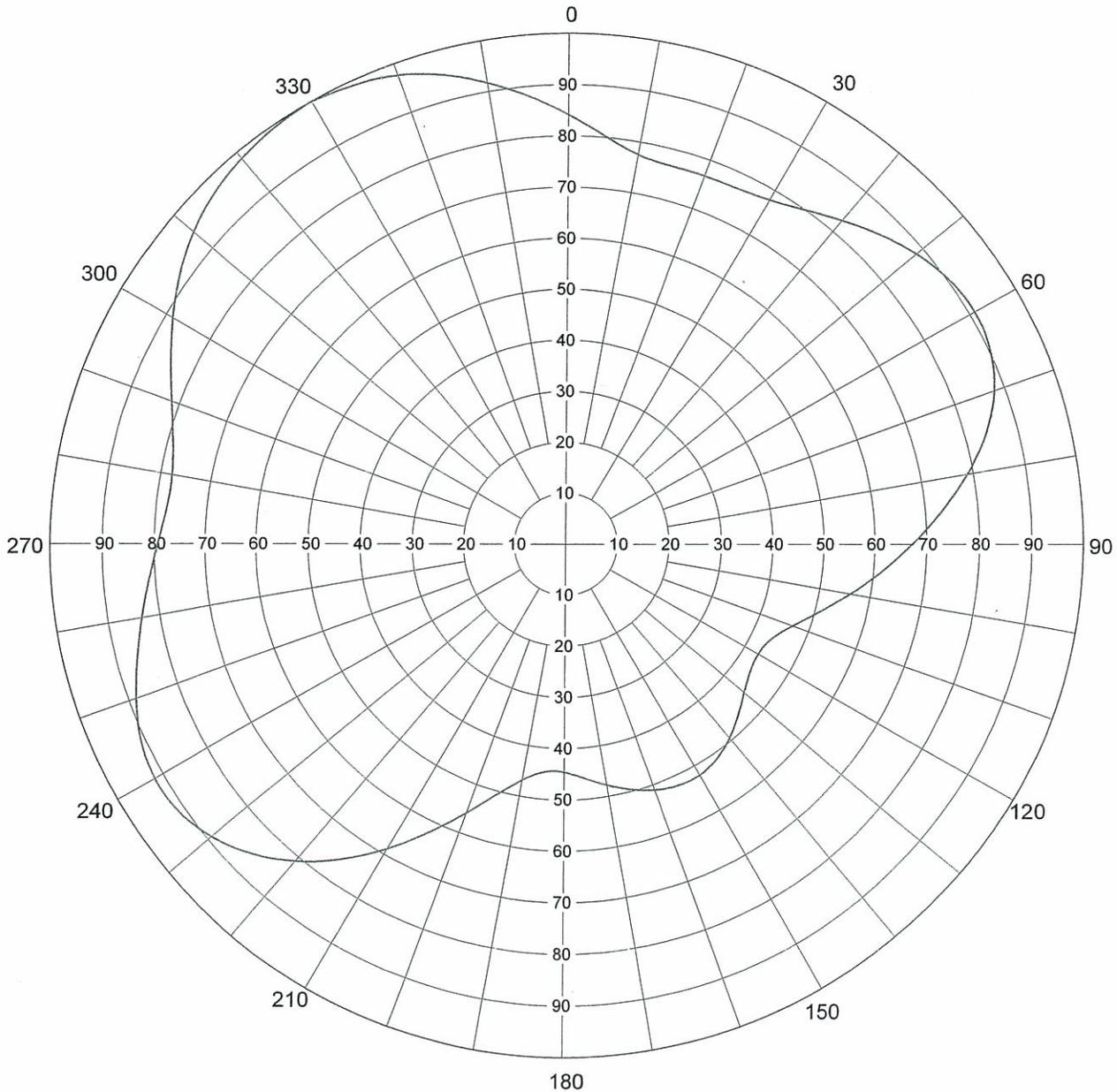
**EXHIBIT B-1**  
**ANTENNA ELEVATION PATTERN**  
**PROPOSED KENS-DT STA**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**  
**SMITH AND FISHER**

Date **28 Jul 2008**  
Call Letters  
Location  
Customer  
Antenna Type **TFU-24DSB-H**

Channel **39**

## AZIMUTH PATTERN

Gain **1.70 (2.30 dB)** Frequency **623 MHz**  
Calculated / Measured **Calculated** Drawing # **DSB-H**



Remarks:

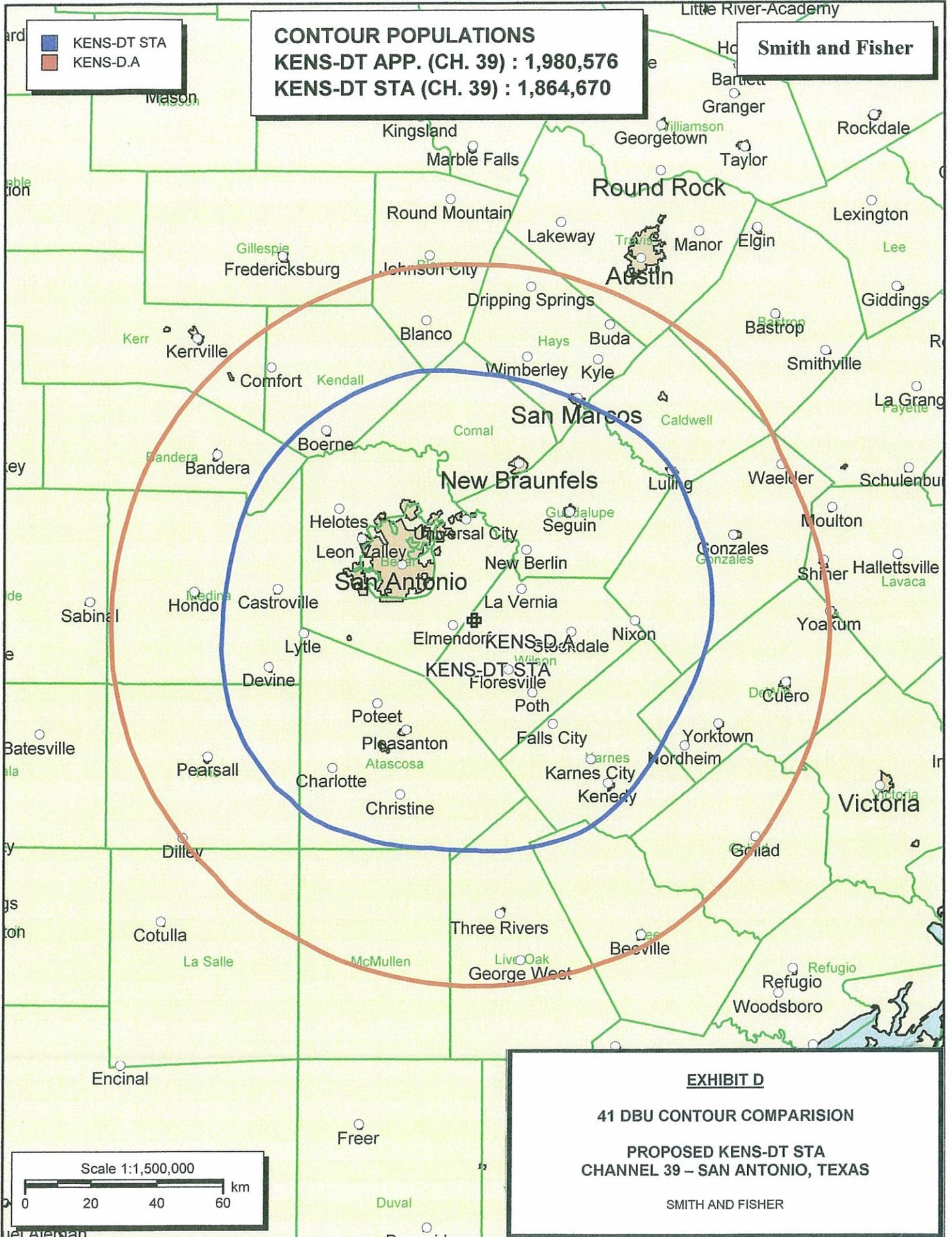
**EXHIBIT B-2**  
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**PROPOSED KENS-DT STA**  
**CHANNEL 39 – SAN ANTONIO, TEXAS**  
SMITH AND FISHER

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PROPOSED KENS-DT STA  
CHANNEL 39 – SAN ANTONIO, TEXAS

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POWER DENSITY CALCULATION  
PROPOSED KENS-DT STA  
CHANNEL 39 – SAN ANTONIO, TEXAS

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