

**EXHIBIT A**



**EXHIBIT B**

November 13, 1992

Mr. Vernon Baker  
Post Office Box 889  
Blacksburg, VA 24063

Dear Mr. Baker:

It's been a year since you first called about side mounting a new, non-commercial FM station antenna on our AM station's tower. I've not heard further from you concerning arrangements.

If you are still interested in our tower, I'd like for you to go ahead and send me a proposed rental agreement including your rent proposal. You and I can determine quickly whether we can come to an agreement on terms.

If I don't receive a proposed rental agreement from you within 30 days, I'll assume you are no longer interested in pursuing this, and I will consider other potential proposals for rental of space on our tower.

I look forward to hearing from you.

Sincerely,

Ed Swicegood

**EXHIBIT C**

VERNON H. BAKER

registered professional engineer

P.O. BOX 889, BLACKSBURG, VIRGINIA 24063

November 23, 1992

Mr. Ed Swisegood

MRVP Radio

in response to my  
letter of Nov. 13,  
1992

**AGREEMENT**

This agreement is between Positive Alternative Radio, Inc. (PAR) and Radio Station WKXR-AM for the lease of space on WKXR's tower at Ashboro, N.C.

This agreement is a follow up of a verbal agreement between Ed Swicegood, for WKXR and Vernon H. Baker, President (PAR) in 1991 whereby PAR could specify reasonable assurance that the WKXR tower, for the location of a proposed Educational-FM, could be specified in the PAR application before the FCC.

The purpose of this agreement is to specify the consideration terms for use of the WKXR tower, and this agreement is contingent on the FCC granting PAR a construction permit.

A deposit in the amount of \$ \_\_\_\_\_ is hereby made to WKXR as a good faith deposit.

The annual rental for the antenna space shall be \$ \_\_\_\_\_ payable monthly, and shall begin after a CP is granted and when construction begins.

The construction shall be according to that approved by the FCC as outlined in the application and FCC construction permit.

PAR agrees to carry necessary insurance to hold harmless any loss due to PAR's actions. Par shall pay for any and all consulting fees and construction necessary for the mounting of the FM antenna, and satisfying the FCC that WKXR is operating properly. If after a FCC permit is received and some unforeseen engineering or other reason makes it necessary or desirable for PAR to move to a new site, WKXR shall keep the deposit agreed to, and PAR shall be allowed to move without penalty.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

By \_\_\_\_\_  
For PAR

By \_\_\_\_\_  
For WKXR



# WKXR Radio

5,000 WATTS • 1260 AM • 919-625-2187 • 1115 EASTVIEW DRIVE • ASHEBORO, N. C. 27203

## OUTLINE & TERMS FOR AGREEMENT BETWEEN PAR AND VERNON H. BAKER AND RANDOLPH BROADCASTING, INC.

### AGREEMENT TO INCLUDE:

RENT OF \$1,200.00 PER MONTH FOR RENTAL OF TOWER SPACE TO BE PAID YEARLY IN ADVANCE BY PAR BY DECEMBER 20th OF THE PREVIOUS YEAR.

PAYMENT FOR THE YEAR 1993 SHALL BE PAID IN ADVANCE BY DECEMBER 20, 1992 IN THE AMOUNT OF \$14,400.00.

IF PAR BUILDS, THIS AGREEMENT RUNS FOR FIVE (5) YEARS FROM THE START OF CONSTRUCTION.

IF FOR ANY REASON, ENGINEERING CANNOT BE WORKED OUT TO ENSURE WKXR'S SIGNAL INTEGRITY, THIS AGREEMENT BECOMES VOID, AND ALL RENTS PAID BY PAR, SHALL BE RETAINED BY RANDOLPH BROADCASTING, INC.

SHOULD PAR CANCEL AT ANY TIME BEFORE CONSTRUCTION BEGINS, ANY AND ALL RENT PAYMENTS MADE TO RANDOLPH BROADCASTING, INC. SHALL BE RETAINED BY RANDOLPH BROADCASTING, INC.

PAR SHALL PAY FOR ALL ENGINEERING FEES, CONSTRUCTION COSTS, ETC. INVOLVED IN ASSURING THE ACCURACY OF WKXR RADIO'S PATTERN, ETC.

INSURANCE AND HOLD HARMLESS CLAUSES MUST BE INCLUDED IN ANY AGREEMENT.

AGREEMENT FORM MUST BE APPROVED BY RANDOLPH BROADCASTING'S ATTORNEY, WADE HARGROVE.

ANY LEASE AGREEMENT CONCERNING THIS MATTER MUST BE SIGNED AND THE FIRST YEAR'S RENT PAID ON OR BEFORE DECEMBER 20, 1992 OR RANDOLPH BROADCASTING, INC. WITHDRAWS ANY OFFER OF TO LEASE TOWER SPACE TO PAR.

ACKNOWLEDGE RECEIPT BY VERNON H. BAKER: \_\_\_\_\_

DATE: \_\_\_\_\_

*Received in Person by Vernon H. Baker  
12-9-92*

**EXHIBIT E**

# WKXR Radio

5,000 WATTS • 1260 AM • 919-625-2187 • 1115 EASTVIEW DRIVE • ASHEBORO, N. C. 27203

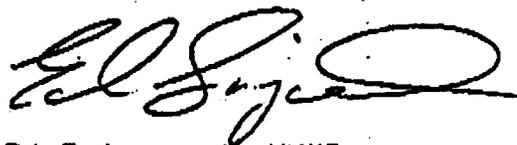
January 6, 1993

Vernon Baker  
PO Box 889  
Blacksburg, VA 24063

Mr. Baker:

During our phone conversation on December 17, 1992, I agreed to extend the time period for you to present an acceptable proposal to use WKXR Radio's tower as a sight for your FM antenna. I agreed to extend the deadline for a proposal to January 4, 1993.

I am disappointed that I have not heard from you again concerning this matter, and I conclude you no longer interested in our site. Therefore, I consider our discussions closed.



Ed Swicegood, WKXR

*This letter mailed  
1/6/93.*

*Earl Szymanski*

*Opn. mgr. WKXR*



January 15, 1993

Mr. Ed Swicegood  
WKXR  
1115 Eastview Drive  
Ashboro, N. C. 27203

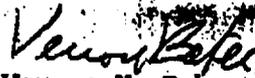
Dear Mr. Swicegood:

I have found another site for the Educational FM antenna. Since the application has not been designated for hearing, FCC rules allow for change in site. I feel that you did not get the proper advice. We could have worked together, but your terms were unreasonable according to our advisors, especially since we did not know when and if a grant would be made and with the safeguards mentioned.

If you would return the papers I sent there, I will find a new place for the public file. Please use the enclosed self-addressed envelope. Thank you for your help.

With best wishes to you and the WKXR staff,

Sincerely yours,

  
Vernon H. Baker

ATTACHMENT B

**SWORN STATEMENT  
of  
PHILIP T. WATSON**

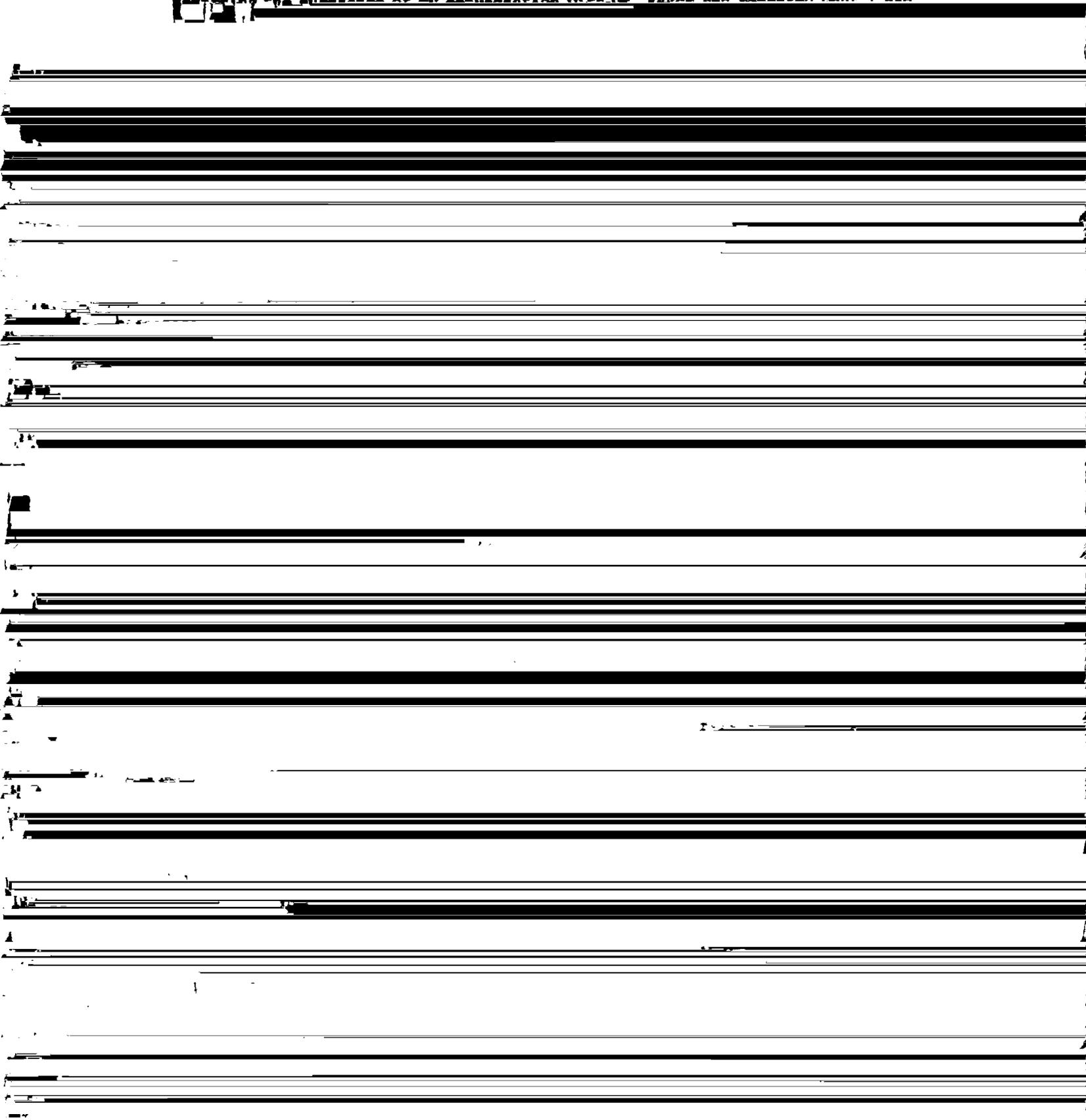
I, Philip T. Watson, state that the following statement is true and correct to the best of my personal knowledge and belief and is made under penalty of perjury.

On June 25, 1992, I placed a telephone call from my office to Dr. Vernon Baker, a principal in Positive Alternative Radio, Inc. John Hill was present at the time of my telephone conversation with Dr. Baker. I called Dr. Baker for the specific purpose of discussing the possibility of settling the mutual-exclusivity

Attached hereto is a copy of a telephone bill which indicates that the length of my telephone conversation with Dr. Baker on June 25, 1992, was 17 minutes.

Immediately after my telephone conversation with Dr. Baker, I attempted unsuccessfully to reach my engineering consultant. I then spoke with John Hill

regarding the substance of my conversation with Dr. Baker and reported that I had



ATTACHMENT C

**SWORN STATEMENT  
of  
JOHN HILL**

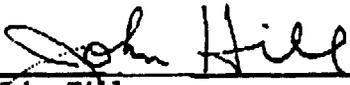
I, John Hill, state that the following statement is true and correct to the best of my personal knowledge and belief and is made under penalty of perjury.

I was present in the office of Philip T. Watson on the morning of June 25, 1992, during a telephone conversation between Philip Watson and Dr. Vernon Baker. Since I only heard Mr. Watson's side of the telephone conversation, I remained in his office after the call was completed to discuss the details of what was said. Mr. Watson told me the following with respect to the substance of his conversation with Dr. Baker.

Mr Watson stated that he had a friendly exchange with Dr. Baker. According to Mr. Watson, Dr. Baker had offered that Mr. Watson call him by his first name.

Mr. Watson stated further that, with respect to the Asheboro, North Carolina, non-commercial educational station being proposed by Dr. Baker's applicant, Positive Alternative Radio, Inc., Dr. Baker had indicated that he actually intended to locate that station further south than the site being proposed and to raise station power in order to reach the Charlotte, North Carolina, area. Both Mr. Watson and I were very surprised both by the content of Dr. Baker's statement and his candor in making it.

Executed on this 5th day of May, 1993.

  
\_\_\_\_\_  
John Hill

ATTACHMENT D

**ENGINEERING STATEMENT**

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At the request, and on the behalf of TRIAD FAMILY NETWORK, INCORPORATED ("Triad") I have been asked to present engineering material supporting the attached pleading. My qualifications as an electrical engineer are a matter of record to the Commission. In support whereof I present the following:

1. This engineering statement is requested to demonstrate whether the technical facilities specified in by Positive Alternative Radio ("Radio") in their application BPED-911119MC at Asheboro, North Carolina, can be ultimately upgraded to present a 1.0 mV/m signal to the Charlotte, North Carolina metropolitan area. Radio has specified channel 207A, 2.5 kW at 120 meters HAAT.

2. The engineering material filed by Radio specifies a directional antenna to protect WXYC at Chapel Hill, North Carolina (207A, 0.40 kW, 85 meters HAAT) and WSOE Elon College, North Carolina (207A, 0.50 kW, 37 m HAAT). Referring to Radio's Figure 2-A we find that a field ratio of 0.234 is their requested minimum field. Working "backwards" a field ratio of 0.234 corresponds to a power towards WXYC and WSOE of 140 watts. Radio is limited, per rule 73.509, to an F(50,10) contour of 40 dBuV at the 60 dBuV contour of WXYC and WSOE. The relevant contours are nearly tangent.

3. Rule 73.316(b) states that, in pertinent part, that FM directional antenna systems used for contour protection are limited to a 15 dB maximum to minimum ratio. In Radio's case, the maximum ERP from the site specified in BPED-911119MC is 15 dB above 140 watts (140 watts is -8.5 dBkW). Calculation reveals that this maximum power is 6.5 dBkW or 4,470 watts.

4. Attached is a map depicting the general area that could be served by Radio, and the Charlotte, NC area. We have calculated the 1.0 mV (60 dBuV) normally protected interference free contour for Radio assuming nondirectional operation at 4,470 watts and an HAAT of 140 meters. These simplifying assumptions

-2-

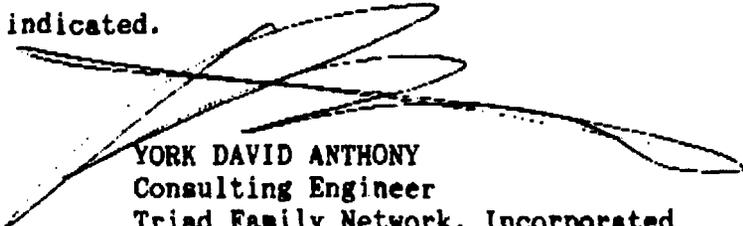
The 1.0 mV/m (60 dBuV) contour under these conditions is 31.0 kilometers.

5. For illustration purposes, we have fixed verifiable receiving locations in the Charlotte area. The First Union Center (35-13-27 N and 80-50-38 W) is in downtown Charlotte. WTVI-TV (35-17-14 N and 80-41-45 W) is near Mint Hill, NC. Radio's BPED-911119MC site is 109 km from downtown and 94 km from Mint Hill.

6. Comparing Radio's possible maximum coverage with the two Charlotte receiving locations proves that Radio cannot serve the Charlotte area. Radio's 1.0 mV/m contour falls 78 km short of downtown Charlotte and 63 km short of Mint Hill. Attached is a map depicting this coverage shortfall. Mecklenburg County, NC has been shaded for reference. Both receiving locations are located in the shaded area. As an aside, even if Radio could increase to 100 kW at 600 meters HAAT (maximum class C, 92 km 1.0 mV/m contour) Radio still falls short of Mint Hill by 2 km and downtown by 17 km.) Facilities of 100 kW and 600 meters HAAT at the BPED-911119MC site is impossible.

7. In conclusion, it is obvious that Radio's site specified in BPED-911119MC cannot, even with maximisation, come anywhere near any area in Mecklenburg County or Charlotte, NC.

I certify under penalty of perjury that the statements made herein are true to the best of my knowledge and belief, and that I represent the applicant in the capacity indicated.



YORK DAVID ANTHONY  
Consulting Engineer  
Triad Family Network, Incorporated

This, the 30th day April, 1993.



ATTACHMENT E

DUP

RECEIVED

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D. C. 20554

MAY 6 - 1991

Federal Communications Commission  
Office of the Secretary

In re Application of	)	
	)	
POSITIVE ALTERNATIVE RADIO,	)	DOCKET NO.
INC.	)	
Radio Station WPVB(FM)	)	File No. BMPED-880119IF
Culpeper, Virginia	)	
	)	
For a Major Change in	)	
Facilities	)	
To: Chief, FM Branch		

REPLY TO INFORMAL OBJECTION

Now comes Positive Alternative Radio, permittee of Radio Station WPVB(FM) Culpeper, VA ("PAR") by its attorneys, and replies to the Informal Objection to its present use of the town of WMJR, filed by the First Virginia Communications, licensee of WMJR ("WMJR").

In its Informal Objection WMJR has stated that no "reasonable assurance" was afforded to PAR for use of space on the WMJR tower. WMJR's president and majority stockholders conceded that he had conferred with a director of PAR's predecessor organization, regarding space on the WMJR town, but that no assurance had been provided.

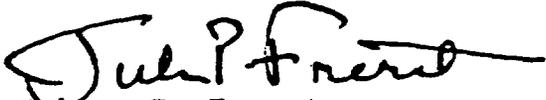
Apparently there was no meeting of the minds and PAR's understanding differs from that of WMJR's principal. It is inconceivable that PAR had any ulterior intent or motive in specifying the WMJR site.

Under the circumstances, PAR has no alternative to starting afresh and locating another site, then amending its application to

specify the new site.

Accordingly, PAR will immediately commence a search for another site; and respectfully requests that the Commission take no action regarding PAR's present application for a period of 60 days, on the assurance that PAR will not continue to propose use of the WMJR tower for WPAR's antenna.

Respectfully submitted,



Julian P. Freret

JPF:sr