19. Applicable Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will be invalidate the remainder of this Lease to the extent that this agreement is capable of execution.

20. Eminent Domain, Termination of Lease. If the Premises shall be taken by right of eminent domain, in whole or in part, then this Lease, at the option of either party, shall forthwith cease and terminate and the current rent shall be properly apportioned to the date of such taking; and in such event the entire damages which may be awarded for such taking shall be apportioned between Landlord and Tenant, as their interests appear.

21. Damage and Destruction. In the event the Premises are rendered untenantable or unfit for Tenant's purposes by fire or other casualty, and the Premises have not been repaired and rendered tenantable within five (5) days thereafter, the rent will abate commencing on the fifth day until the Premises are rendered tenantable. If the Premises have not been rendered tenantable within ninety (90) days, then this Lease will terminate and no rent shall accrue to Landlord from and after the date five (5) days after the date of such fire or casualty. In the event the leased Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the Leased

Premises partially untenantable or partially unfit for Tenant's purposes, and the Premises cannot be repaired within ninety (90) days thereafter, then either party may terminate this Lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

22. Fiscal Funding.

a. As prescribed by State of Colorado Fiscal Rules, it is understood and agreed that this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event there shall be no funds made available, this Lease shall terminate at the end of the then current fiscal year, which no penalty or additional cost as a result thereof to the Tenant.

b. To make certain the understanding of the parties because this Lease will extend beyond the current fiscal year, Tenant and Landlord understand and intent that the obligation of the Tenant to pay the annual charges hereunder constitutes a current expense of the Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of Article X or Sections 1, 2, 3, 4, or 5 or Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning limits on spending or the creation of indebtedness or multi-year obligations. Neither the Tenant, nor the Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to

apply money from, or levy or pledge any form of taxation to, the payment of the annual rental charges.

c. With such limitations in mind, Tenant contracts to lease the Premises herein before described and has reason to believe that sufficient funds will be available for the full term of this Lease. In the event funds are not made available, Tenant shall notify Landlord of such non allocation of funds by sending written notice thereof to the Landlord forty-five (45) days prior to the effective date of termination.

d. The parties hereto further understand and agree that the only funds that have or may be so appropriated and available for payment under this Lease in any one particular fiscal year are for the purpose and in an amount sufficient only to pay the rental charges provided for in paragraph 1 above. Therefore, notwithstanding anything herein to the contrary, the payment by the Tenant of any other charges, liabilities, costs, guarantees, waivers, and any awards thereon of any kind pursuant to this Lease against Tenant are contingent upon funds for such purpose(s) being appropriated, budgeted and otherwise made available through the said State or legislative process.

23. Federal Funding. In the event that any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof, and if such funds are not made available this Lease may be unilaterally terminated by the Tenant at the end of any month, provided a ninety (90) day advance notice of termination is given to the Landlord in writing.

24. The Building. Landlord will deliver to Tenant sufficient space within the Building, in an area to be designated by Landlord, for Tenant's equipment. Tenant

acknowledges that the space to be provided Tenant in the Building is only raw, unimproved space, without installation of any utilities or other improvements. Tenant shall, at Tenant's expense, be solely responsible for any improvements to the space within the Building, and Tenant agrees to comply with the provisions of Article 11 above when making any alterations to the Building.

25. Complete Agreement. This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

26. Cooperation and Tower Climbing. Tenant acknowledges that other tenants will be occupying space on the Tower and in the Building, and Tenant covenants and agrees to cooperate with other tenants and Landlord as needed for the efficient operation of the System, Tower and Building. Such cooperation will include, but not be limited to, reducing power to safe levels as needed by Landlord or other tenants when performing maintenance, making repairs, or installing or removing equipment on the Tower, and complying with any rules which may be recommended by the Technical Committee and/or adopted by Landlord regarding powering down and climbing the Tower. If Tenant needs to climb the Tower for any reason, Tenant shall, prior to making the climb, notify Landlord and other tenants utilizing the Tower of the need for the climb in order to obtain such cooperation and insure the safety of the climb. Only persons who are covered by adequate casualty and liability

insurance will be permitted to climb the Tower, and Tenant, in accordance with Article 15, agrees to indemnify and hold harmless Landlord from and against any and all liability, loss, damage, and expense, including reasonable attorney fees, which may result from any accident, injury, death, or casualty which may occur directly or indirectly from such climbing of the Tower by Tenant or Tenant's agents, servants, employees or contractors.

27. Technical Committee. Tenant agrees to appoint one person to serve on a Technical Committee established by Landlord as an advisory committee to Landlord for the operation of the Tower. Tenant agrees to designate a qualified representative to participate on the Technical Committee and assist in the development of reasonable rules for operation and utilization of the Tower and Building, and in solving any intermodulation or interference problems which may arise. The Technical Committee will make recommendations to Landlord regarding adoption and modification of such rules from time to time, and in regard to proposed solutions for any problems encountered by the tenants on the Tower. Each tenant's representative on the Technical Committee will be entitled to one vote on the various matters considered by the Committee for recommendation to Landlord, provided, however, that each representative serving on the Technical Committee will be entitled to only one vote, regardless of the number of tenants which that representative may be serving. Landlord will designate one person to serve as chairperson of the Technical Committee. The Chairperson will call meetings of the Technical Committee from time to time, as needed. Additionally, any representative of a tenant on the Tower will be entitled to call meetings of the Technical Committee to address problems, provided that reasonable notice is provided to all representatives.

28. Tower Lighting. The Tower is lighted in accordance with FAA and FCC regulations. All tenants occupying space on the Tower will be responsible for monitoring the functioning of the tower lighting, and reporting any malfunctioning of the Tower lighting to the FAA as is required by regulations. Landlord has installed an alarm system for the lights which should activate upon any failure of the Tower lighting system. In consideration for this Lease, Tenant agrees to monitor the alarm system, and to report any failures, known or suspected, of the Tower lighting system. Should there be a failure of the lighting system, and should Tenant fail to report the failure to the FAA, Tenant may be subject to fines or other penalties imposed by the FAA or FCC. Landlord will not be responsible for any fines or penalties imposed on Tenant, and Tenant shall indemnify and hold harmless Landlord from and against any such fines or penalties.

29. New Lease. This Lease supersedes that prior lease between Landlord and Tenant dated _____, that has expired.

30. Captions, Construction, and Lease Effect. The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of both the Landlord and the Tenant. If any portion, clause, paragraph or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining portions of this Lease shall remain in full force and effect.

31. No Beneficial Interest. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

32. No Violation of Law. The signatories hereto aver that they are familiar with § 18-3-301, et seq. (Bribery and Corrupt Influences) and § 18-8-401, et seq. (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present.

33. Controller's Approval. In accordance with the requirements of § 24-30-202(1) C.R.S., as amended, this Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

34. Consent. Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed, and shall be deemed to have been given if no response is received within sixty (60) days of the date the request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefor.

35. Tenant Liability Exposure. Notwithstanding any other section of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Tenant under the Colorado Governmental Immunity Act (including, without limitation, any amendments to such statutes, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101 et seq. C.R.S., as amended and § 24-30-1501, et seq. C.R.S., as amended. Any provision of this Lease, whether or not incorporated hereby by reference, shall be controlled,

limited and otherwise modified so as to limit any liability of the Tenant to the above cited laws.

36. Asbestos Response Action. Landlord represents that no asbestos response action, pursuant to that portion of Regulation 8 entitled "Emission Standards for Asbestos" are contemplated as a part of the tenant finish for this Lease. Landlord hereby acknowledges receipt of a copy of the Regulation 8 excerpt and is familiar with its terms and conditions.

37. Tenant's Tax-Exempt Status. If because of Tenant's tax-exempt status the Building is able to reduce its real estate tax liability (hereinafter "Building Taxes"), then Tenant's rental obligation shall be decreased by the amount of the reduction in Building Taxes.

38. Entire Agreement. This Lease contains the entire agreement between the parties and recites the entire consideration given and accepted by the parties. Any agreement hereafter made shall be ineffective to change, modify, waive or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver or discharge is sought.

39. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

40. Severability. If any provision of this Lease is for any reason and to any extent held to be invalid or unenforceable, then neither the remainder of the document nor the application of the provisions to other entities, persons, or circumstances, shall be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate as of the day and year first above written.

Landlord:

CHEYENNE PROPAGATION CO., a Colorado corporation

[SEAL]

By:_____
Harold C. Ingersoll, President

ATTEST:

FEIN# 84-0515254

_____
Secretary

APPROVED:

STATE OF COLORADO
Gale A. Norton, Attorney General

_____

Tenant:

STATE BOARD OF AGRICULTURE

_____

APPROVED:

DIVISION OF ACCOUNTS AND CONTROL
Clifford Hall, State Controller

By:_____

APPROVED:

DEPARTMENT OF ADMINISTRATION

By:_____
Executive Director

EXHIBIT A

DIAGRAM OF THE TOWER AND PREMISES

EXHIBIT B

LISTING OF TENANT'S EQUIPMENT

EXHIBIT 2

UNIVERSITY OF SOUTHERN COLORADO
FOUNDATION

2200 Bonforte Blvd. Pueblo, Colorado 81001-4901 719-549-2380
Fax 719-549-2938

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Thomas F. Phelps

August 11, 1993

Mr. Joseph Zuba, Director
Broadcast Sales and Marketing
Dielectric Communications
Tower Hill Road
Raymond, ME 04071

Dear Mr. Zuba:

The University of Southern Colorado Foundation (Foundation), on behalf of KTSC-TV at the University of Southern Colorado (USC), is hereby placing an order for equipment as described within Dielectric Quote No. 93125 Revision 2. This order is subject to the following conditions:

a. The total order price is $214,581.
b. Five percent (5%) of the order price ($10,729.05) is to be remitted by the Foundation within five days of your acceptance of this proposal as a good faith deposit to secure the order.
c. Fabrication of the equipment ordered is not to proceed without formal project authorization by Gregory Sinn, General Manager of KTSC-TV at USC, and the president of the Foundation.
d. A payment of $60,797.95 must be presented with the authorization to proceed.
e. This order is transferable to USC at no increase in price.
f. The authorization to proceed can be made at any time prior to June 30,1994 at which time this order would expire.
g. If the order expires, or is cancelled by the Foundation or USC prior to authorization, Dielectric shall refund the entire deposit referenced in paragraph b.

Please indicate if the above conditions are acceptable to Dielectric by signing below. Enclosed is a signed quotation acceptance form and a completed credit application form as requested by Dielectric.

Bret Kelly
Bret Kelly, Vice President
University off Southern Colorado Foundation
Date: August 11, 1993

Joseph Zuba, Director
Dielectric Communications
Date: 8/16/93

James J. Deville, President
Dielectric Communications

CERTIFICATE OF SERVICE

I, Maryam B. Jeffrey, do hereby certify that a true copy of the following "Supplement to the Application for an Extension of the Construction Permit" was sent this 14th day of September, 1993, via first class United States mail, postage prepaid, to the following:

Richard Hildreth, Esq.
Kathleen Victory, Esq.
Fletcher Heald & Hildreth
1300 N. 17th Street
11th Floor
Rosslyn, VA 22209
Counsel for Pikes Peak Broadcasting Co.

Roy J. Stewart *
Chief, Mass Meida Bureau
Federal Communications Commission
1919 M Street, N.W., Room 314
Washington, D.C. 20554

Mr. Clay Pendarvis *
Distribution Services
Federal Communication Commission
1919 M Street, N.W., Room 700
Washington, D.C. 20554

Barbara Kreisman *
Mass Media Bureau, Room 702
Federal Communication Commission
1919 M Street, N.W.
Washington, D.C. 20554

James L. Winston, Esq.
Rubin Winston Dierchs Harris and Cooke
1739 M Street, N.W.
Washington, D.C. 20036
Counsel for KKTV, Inc.

Kevin F. Reed, Esq.
Suzanne M. Perry, Esq.
Dow, Lohnes & Alberton
1255 23rd Street, N.W.
Washington, D.C. 20037
Counsel for Sangre de Cristo
Communications, Inc.

* Designates Hand Delivery

Maryam B. Jeffrey

Reference Room

United States of America

FEDERAL COMMUNICATIONS COMMISSION

TELEVISION BROADCAST STATION CONSTRUCTION PERMIT

Official Mailing Address:

UNIVERSITY OF SOUTHERN COLORADO
2200 BONFORTE BLVD.
PUEBLO, CO 81001

Authorizing Official:

/S/
Clay C. Pendarvis
Chief, Television Branch
Video Services Division
Mass Media Bureau

Grant Date: 2/28/91

Call sign: KTSC

Permit File No.: BPET-900122KE

This permit expires 3:00 am. local time 24 months after grant date specified above

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

This permit shall be automatically forfeited if the station is not ready for operation within the time specified (date of expiration) or within such further time as the Commission may allow, unless completion of the station is prevented by causes not under the control of the permittee. See Sections 73.3598, 73.3599 and 73.3534 of the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of permittee:

UNIVERSITY OF SOUTHERN COLORADO

Station Location:

CO-PUEBLO

Frequency (MHz): 180.0 - 186.0

Carrier Frequency (MHz): 181.25 Visual 185.75 Aural

Channel: 8

mailed 3/11/91

DUPLICATE

Hours of Operation: Unlimited

Transmitter location (address or description):

SW OF C.S. ATOP CHEYENNE MOUNTAIN

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

Antenna type: (directional or non-directional): Directional

Desc: JAMPRO JCR 8-8

Beam Tilt: 1.00 degrees electrical

Major lobe directions (degrees true): 33.0 153.0

Antenna coordinates: North Latitude: 38 44 44.0
West Longitude: 104 51 39.0

Transmitter output power: As required to achieve authorized ERP.

Maximum effective radiated power (kW): 234 Visual

Height of radiation center above ground . . . . : 96.0 Meters

Height of radiation center above mean sea level : 2964.0 Meters

Height of radiation center above average terrain: 727.0 Meters

Overall height of antenna structure above ground (including obstruction lighting, if any) . . . . . : 101.0 meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Paragraph 1.0, FCC Form 715 (March 1978):

Antenna structures shall be painted throughout their height with alternate bands of aviation surface orange and white, terminating with aviation surface orange bands at both top and bottom. The width of the bands shall be equal and approximately one-seventh the height of the structure, provided however, that the bands shall not be more than 100 feet nor less than 1 and 1/2 feet in width. All towers shall be cleaned and repainted as often as necessary to maintain good visibility.

Paragraph 3.0, FCC Form 715 (March 1978):

There shall be installed at the top of the structure one 300 m/m electric code beacon equipped with two 620- or 700-watt lamps (PS-40, Code Beacon type), both lamps to burn simultaneously, and equipped with aviation red color filters. Where a rod or other construction of not more than 20 feet in height and incapable of supporting this beacon is mounted on top of the structure and it is determined that this additional construction does not permit unobstructed visibility of the code beacon from aircraft at any normal angle of approach, there shall be installed two such beacons positioned so as to insure unobstructed visibility of at least one of the beacons from aircraft at any normal angle of approach. The beacons shall be equipped with a flashing mechanism producing not more than 40 flashes per minute nor less than 12 flashes per minute with a period of darkness equal to approximately one-half of the luminous period.

Paragraph 11.0, FCC Form 715 (March 1978):

At the approximate mid point of the over-all height of the tower there shall be installed at least two 116- or 125-watt lamps (A21/TS) enclosed in aviation red obstruction light globes. Each light shall be mounted so as to insure unobstructed visibility of a least one light at each level from aircraft at any normal angle of approach.

Paragraph 21.0, FCC Form 715 (March 1978):

All lighting shall burn continuously or shall be controlled by a light sensitive device adjusted so that the lights will be turned on at a north sky light intensity level of about 35 foot candles and turned off at a north sky light intensity level of about 58 foot candles.

Special operating conditions or restrictions:

The maximum visual effective radiated power at azimuth 348 degrees True towards the allocation for Laramie, WY shall not exceed 21.3 dBk (135 kw).
The maximum visual effective radiated power at azimuth 278 degrees True towards station KJCT, Grand Junction, CO shall not exceed 22.0 dBk (158 kw).
The application for license shall include:

a. Horizontal plane radiation pattern obtained from measurements performed by the manufacturer for the transmitting antenna prior to its installation.
b. Vertical radiation patterns obtained from measurements by the manufacturer for the transmitting antenna prior to its installation for at least the azimuth towards station KJCT.
c. An affidavit by a qualified and licensed surveyor that the proper azimuthal orientation of the transmitting antenna achieves radiation limitations prescribed above for station KJCT.

C

TECHNICAL EXHIBIT IN SUPPORT OF
REPLY COMMENTS ON PROPOSED RULEMAKING
MM DOCKET #93-191
RM 8088 - KOAA/KTSC TELEVISION STATIONS
by: KKTV, INC.
COLORADO SPRINGS, COLORADO
September 1993

Technical Exhibit
TE-1

Bromo Communications, Inc.
P.O. Box 21760 - 1331 Ocean Boulevard, Suite 201
St. Simons Island, Georgia 31522
(912) 638-5608

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TECHNICAL EXHIBIT IN SUPPORT OF REPLY COMMENTS ON PROPOSED RULEMAKING MM DOCKET #93-191 RM 8088 - KOAA/KTSC TELEVISION STATIONS

by: KKTV, INC.
COLORADO SPRINGS, COLORADO
September 1993

This Technical Exhibit supports the reply comments of KKTV, Inc., in MM Docket #93-191, RM 8088. MM Docket #93-191 requests to swap TV channels 8 and 5 in Pueblo, Colorado, and redesignate the channels for commercial/non-commercial service respectively. It is noted that KTSC holds a construction permit to relocate their transmission facilities to the north/northwest of their present licensed site.

An additional detailed population study was conducted to determine the additional net loss of population receiving primary commercial television service as a result of the exchange of television channels and KOAA utilizing the KTSC Construction Permit transmission facilities (BPET-900122KE). The primary off-the-air signal used in this analysis is the Grade 'B' contour as defined in §73.683(a) of the Commission's rules for the various channels. The population figures are manually extracted from the County, County Subdivision, and Place tabulations from the 1990 U.S. Census.

The KTSC Channel 8 Grade 'B' contour is 56 dBu (FCC 50/50). The KOAA Channel 5 Grade 'B' contour is 47 dBu (FCC

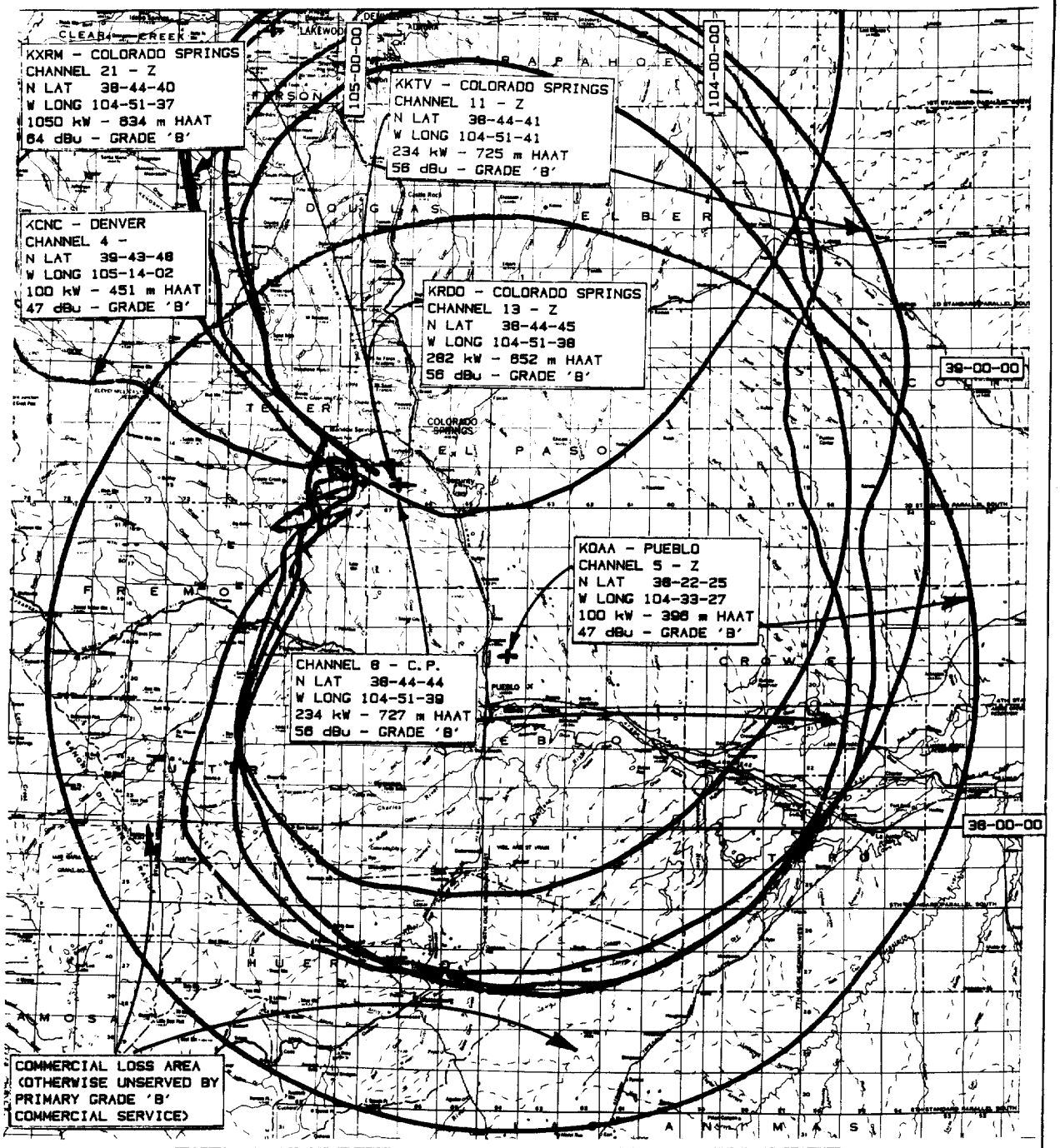
50/50). In analyzing this data, we are assuming that KOAA will assume operation of the KTSC Channel 8 construction permit transmitter facility.

Exhibit #1 is a map of Colorado with the pertinent areas of interest denoted for determining commercial service. Only those areas which do not otherwise receive primary, off-the-air commercial service are considered in this population loss study. In this analysis, the service area in each county subdivision was determined using a polar planimeter. The area which will lose Grade 'B' service was determined, again, using a polar planimeter. The general population served within the appropriate contour was then calculated assuming even distribution of population within the subdivision (excluding the population within the cities, places and CDPs). When appropriate, the population within the city, place and/or CDP was then added back to the general population figure calculated above. The resulting figures were tabulated in Exhibit #2.

Exhibit #3 is a map of Colorado with the pertinent areas of interest denoted for determining non-commercial service. This map is included to identify the areas which would be denied their only primary, off-the-air non-commercial service should the facilities specified in BPET-900122KE replace the licensed facility for KTSC. Consistent with the above analysis, those areas which do not otherwise receive primary,

off-the-air non-commercial service are considered in this population loss study. The resulting figures were tabulated in Exhibit #4.

It is noted that some 29,367 persons stand to lose their only primary, off-the-air commercial service by this exchange of channels and implementation of the Channel 8 construction permit on a commercial basis. It is further noted that should the channel swap not occur, 39,196 persons would lose their only primary, off-the-air non-commercial service by KTSC moving from their licensed to construction permit site and facility.



COMMERCIAL SERVICE LOSS

MAP IS A PORTION OF THE USGS 1,000,000
SCALE MAP OF COLORADO

GRADE 'B' CONTOURS:
CHANNEL 2-6 47 dBu
CHANNEL 7-13 56 dBu
CHANNEL 14-69 64 dBu

EXHIBIT #1
KKTV, INC.
REPLY COMMENTS ON RM8066
MM DOCKET #93-191
CHANNEL EXCHANGE
PUEBLO, COLORADO
SEPTEMBER 1993

BROMO COMMUNICATIONS
BROADCAST TECHNICAL CONSULTANTS
St Simons Island, Georgia Washington, D.C.