



August 11, 2005

**VIA ECFS**

Ms. Marlene Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

**Re: KOLN(TV) (Facility ID No. 7890), Lincoln, Nebraska  
FCC Form 383 File No. 20050811AAI  
MB Docket No. 03-15**

Dear Ms. Dortch:

On behalf of Gray Television Licensee, Inc., the licensee of KOLN(TV), Lincoln, Nebraska, its attorneys hereby submit the attached Interference Agreement. This Agreement is filed pursuant to the instructions contained in Public Notice DA 05-2233, issued August 2, 2005.

Should any questions arise concerning this filing, please contact the undersigned directly.

Respectfully submitted,

*Joan Stewart*

Joan Stewart

Enclosure

cc: Ms. Nazifa Sawez, FCC, Room 2-A726  
form383@fcc.gov  
Robert A. Beizer, Esq.  
Ms. Lisa Guill  
Mr. Brent Haun (LPF)

## INTERFERENCE AGREEMENT

This INTERFERENCE AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of August 2005 by Gray Television Licensee, Inc., the licensee of KOLN(TV) and permittee of KOLN(DT) Lincoln, Nebraska (FCC Facility ID No. 7890) and KGIN(TV) and permittee of KGIN(DT), Grand Island, Nebraska (FCC Facility ID No. 7894).

WHEREAS, on behalf of KOLN(DT), Gray Television Licensee, Inc. has elected to operate the digital facilities of KOLN(DT) on channel 10 ("KOLN channel election");

WHEREAS, on behalf of KGIN(DT), Gray Television Licensee, Inc. has elected to operate the digital facilities of KGIN(DT) on channel 11 ("KGIN channel election");

WHEREAS, the Federal Communications Commission ("FCC") by letter dated June 7, 2005 indicates that the KOLN channel election will cause impermissible interference KGIN(DT);

WHEREAS, the Federal Communications Commission ("FCC") by letter dated June 7, 2005 indicates that the KGIN channel election will cause impermissible interference to KOLN(DT);

WHEREAS, Gray Television Licensee, Inc., on behalf of KOLN(DT) and KGIN(DT) desires to accept the mutual interference caused by each station's channel election and allow each station to operate on its elected channel;

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises and covenants contained herein, Gray Television Licensee, Inc., intending to be bound legally, agrees as follows:

1. Acceptance of Interference. Gray Television Licensee, Inc. hereby agrees to accept any and all interference to KOLN(DT) resulting from the operation of KGIN(DT) on channel 11, as elected. Further, Gray Television Licensee, Inc. hereby agrees to accept any and all interference to KGIN(DT) resulting from the operation of KOLN(DT) on channel 10, as elected.
2. FCC Submissions. This Agreement may be filed with the Commission to evidence this agreement as to its terms.
3. Authorization and Binding Obligation. Gray Television Licensee, Inc. has the power and authority to enter into and carry out this Agreement on behalf of KOLN(TV)(DT) and KGIN(TV)(DT) and this Agreement constitutes a valid and binding obligation in accordance with its terms.
4. Assignment and Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon successors, executors, legal representatives and assigns.

IN WITNESS WHEREOF, Gray Television Licensee, Inc. has executed this Agreement on the behalf of KOLN(TV)(DT) and KGIN(TV)(DT) to be effective as of the date first set forth above.

**GRAY TELEVISION LICENSEE, INC.**

By: Robert A. Beizer  
Robert A. Beizer  
Secretary