

David P. Fleming
Senior Legal Counsel, Gannett Co., Inc.
General Counsel, Gannett Broadcasting



August 12, 2005

VIA OVERNIGHT DELIVERY, E-MAIL AND ECFS

Ms. Nazifa Sawez
Federal Communications Commission
Room 2-A726
445 12th Street, S.W.
Washington, DC 20554

Re: Gannett Pacific Corporation
WBIR-DT, Knoxville, TN (FAC #46984)
Form 383: FCC File No. BFRCT-20050809AAE
Interference Resolution Agreements
FCC Docket 03-15

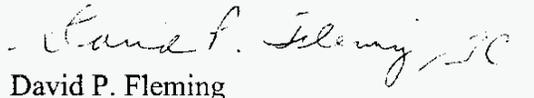
Dear Ms. Sawez:

Gannett Pacific Corporation ("Gannett"), a wholly-owned subsidiary of Gannett Co., Inc., is licensee of broadcast television station WBIR-DT, Knoxville, Tennessee. In connection with WBIR's first round channel election application, WBIR received a letter from the FCC dated June 7, 2005 stating that WBIR's election would result in 0.3% interference to WTVC-DT (Chattanooga, Tennessee) and 0.5% interference to WJHL-DT (Johnson City, Tennessee). WBIR has entered into interference resolution agreements with both WTVC and WJHL (attached) whereby both stations accept the alleged interference caused by WBIR. WBIR also filed FCC Form 383 on August 9, 2005 with the FCC.

Neither Gannett nor any party to this request is subject to denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §853a.

If further information is required, please contact the undersigned.

Sincerely,


David P. Fleming

Attachments

#72576

NEGOTIATED CONFLICT RESOLUTION AGREEMENT

This Negotiated Conflict Resolution Agreement ("Agreement") is entered into as of August 5, 2005 by and between Media General Communications, Inc. ("Media General"), and Gannett Pacific Corporation ("Gannett").

1. Media General is the licensee of Station WJHL, FCC Facility ID No. 57826, Johnson City, TN, which is authorized by the Federal Communications Commission ("FCC") to operate on NTSC Channel 11 and on digital television ("DTV") Channel 58. In the first round of the FCC's DTV channel election process, Media General elected its NTSC Channel 11 for post-transition DTV operations.

2. Gannett is the licensee of Station WBIR, FCC Facility ID No. 46984, Knoxville, TN, which is authorized by the FCC to operate on NTSC Channel 10 and on DTV Channel 31. In the first round of the FCC's DTV channel election process, Gannett elected its NTSC Channel 10 for post-transition DTV operations.

3. Station WJHL has been notified by the FCC that its proposed digital operation on its elected Channel 11 would result in 0.4% interference to Station WBIR's proposed digital operation on its elected Channel 10 with facilities specified in its FCC Form 381 (FCC File No. BCERCT-20041105ANZ).

4. Station WBIR has been notified by the FCC that its proposed digital operation on its elected Channel 10 would result in 0.5% interference to Station WJHL's proposed digital operation on its elected Channel 11 with facilities specified in its FCC Form 381 (FCC File No. BCERCT-20041103ABR).

5. Each of the parties wishes to preserve relied-upon television service to the extent possible and thus wishes to retain its respective first round channel election. Accordingly, to resolve their conflict, Media General and Gannett hereby agree to accept the respective interference which would result from Station WJHL's currently proposed digital operation on Channel 11 and Station WBIR's currently proposed digital operation on Channel 10.

6. Except for the mutual agreement set forth in Paragraph 5, no consideration is being paid or promised by either party in connection with this Agreement.

7. The parties shall each seek the FCC's approval of this Agreement by submission of an FCC Form 383 ("Digital Channel Election for Television Broadcast Station: First Round Conflict Decision") by August 15, 2005 pursuant to FCC Docket 03-15. The parties also agree that they will cooperate with each other to provide the FCC with all other information (including, without limitation, a copy of this Agreement) which the FCC may request in connection with the parties' respective DTV channel elections.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Tennessee without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith.

MEDIA GENERAL COMMUNICATIONS, INC. GANNETT PACIFIC CORPORATION

By: *Jack D. Rempsey*
Title: *Pres / G.M.*

By: *Jeffrey H. Cole*
Title: *PRES / GM*

NEGOTIATED CONFLICT RESOLUTION AGREEMENT

This Negotiated Conflict Resolution Agreement ("Agreement") is entered into as of August 5, 2005 by and between Gannett Pacific Corporation, and Freedom Broadcasting of Tennessee.

1. Gannett Pacific Corporation is the licensee of Station WBIR, FCC Facility ID No. 46984, Knoxville, TN., which is authorized by the Federal Communications Commission ("FCC") to operate on NTSC Channel 10 and on digital television ("DTV") Channel 31. In the first round of the FCC's DTV channel election process, WBIR elected its NTSC Channel 10 for post-transition DTV operations.

2. Freedom Broadcasting of Tennessee is the licensee of Station WTVC, FCC Facility ID No. 22590, Chattanooga, TN., which is authorized by the FCC to operate on NTSC Channel 9 and on DTV Channel 35. In the first round of the FCC's DTV channel election process, WTVC elected its NTSC Channel 9 for post-transition DTV operations.

3. WBIR has been notified by the FCC that its proposed digital operation on its elected NTSC Channel 10 would result in 0.322% interference to WTVC's proposed digital operation on its elected NTSC Channel 9.

4. WTVC's proposed digital operation on its elected NTSC Channel 9 would result in no interference to WBIR's proposed digital operation on its elected NTSC Channel 10.

5. Each of the parties wishes to retain its respective first round DTV channel election. Accordingly, in order to resolve the conflict, Freedom Broadcasting of Tennessee hereby agrees to accept the interference which would result from WBIR's currently proposed digital operation on Channel 10.

6. Gannett Pacific Corporation agrees, and agrees to cause any successor licensee of WBIR to agree, to the extent permitted by the Communications Act of 1934, as amended, and the rules and policies of the FCC, to accept any interference that would result from any maximization of the facilities of WTVC following WTVC's transition to a digital operation on Channel 9, and not to impose any objection before the FCC to such maximization.

7. Except for the agreements set forth in Paragraphs 5 and 6, no consideration is being paid or promised by either party in connection with this Agreement.

8. WBIR will seek the FCC's approval of this Agreement by submission of an FCC Form 383 ("Digital Channel Election for Television Broadcast Station: First Round Conflict Decision") by August 15, 2005 pursuant to FCC Docket 03-15. The parties agree that they will cooperate with each other to provide the FCC with all other information (including, without limitation, a copy of this Agreement) which the FCC may request in connection with the parties' respective DTV channel elections.

Gannett Pacific Corporation
WBIR-TV

By:
Title:

Jeffrey H. Lee
President
8/15/05

Freedom Broadcasting of Tennessee
WTVC-TV

By:
Title:

[Signature]
VP

3000

1000

WBIR-TV 08/15/2005 MON 12:49 [TX/RX NO 8344] 001
WBIR-TV 08/15/2005 14:01 FAX 865 637 6380