

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In re Displacement Applications of)	
)	
)	
UNIVERSITY OF NORTH CAROLINA)	FCC File No. 0000053446
For TV Translator Station)	
Tryon, North Carolina)	
)	
and)	
)	
CAROLINA CHRISTIAN)	FCC File No. 0000052465
BROADCASTING, INC.)	
For Low Power TV Station)	
Honea Path, South Carolina)	

To: Media Bureau and
Incentive Auction Task Force

**JOINT REQUEST FOR APPROVAL
OF SETTLEMENT AGREEMENT**

The UNIVERSITY OF NORTH CAROLINA by and through the University of North Carolina Center for Public Television (“UNC-TV”) and CAROLINA CHRISTIAN BROADCASTING, INC. (“CCB”) (collectively, the “Applicants”) hereby submit a Joint Request for Approval of Settlement Agreement (“Joint Request”) pursuant to Section 311(c) of the Communications Act of 1934, as amended, and Section 73.3525 of the Commission’s Rules. The instant Joint Request is timely filed pursuant to the *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (Rel. Oct. 30, 2018) (the “MX Public Notice”).

UNC-TV's and CCB's above-captioned applications are the only members of Mutually Exclusive Group Number 65, as designated in Appendix A of the MX Public Notice (the "MX Group").

UNC-TV and CCB have entered into the Settlement Agreement attached hereto as Exhibit A. Pursuant to the Settlement Agreement, the Applicants have agreed to file amendments to their respective above-captioned applications, which together would eliminate the mutual exclusivity between their applications.

Each Applicant acknowledges, represents, warrants, certifies, and agrees in the Settlement Agreement that it has not received any money or consideration from the other Applicant other than each Applicant's respective agreement to file a mutually acceptable amendment as expressly set forth in the Settlement Agreement.

The Settlement Agreement is in the public interest as it would resolve the MX Group, conserve the resources of the Applicants and the Commission, and thereby permit the more prompt continuation of television translator service to the community of Tryon, North Carolina, and low power television service to the community of Honea Path, South Carolina.

Attached hereto as Exhibit B and Exhibit C are Declarations by UNC-TV and CCB, respectfully. The Declarations declare that the Settlement Agreement reflects the terms and conditions of the Applicants' agreement, that the Applicants did not file their applications for purposes of effectuating a settlement, that the agreement to file the amendments is the only consideration promised, that neither applicant has received or will receive any other consideration in connection with the Settlement Agreement, and that the approval of the Settlement Agreement is in the public interest.

Accordingly, for the reasons set forth above, the Applicants respectfully request the Commission to (1) approve the Settlement Agreement; (2) accept UNC-TV's amendment to its application; (3) accept CCB's amendment to its application; and (4) remove the MX Group from the competitive bidding procedure and promptly process each application as a non-mutually exclusive singleton application.

Respectfully submitted,

UNIVERSITY OF NORTH CAROLINA
By the University of North Carolina Center
for Public Television

By:



Steven D. Hammel
Interim Executive Director and
General Manager

CAROLINA CHRISTIAN
BROADCASTING, INC.

By:

Dante Thompson
President

November 30, 2018

Accordingly, for the reasons set forth above, the Applicants respectfully request the Commission to (1) approve the Settlement Agreement; (2) accept UNC-TV's amendment to its application; (3) accept CCB's amendment to its application; and (4) remove the MX Group from the competitive bidding procedure and promptly process each application as a non-mutually exclusive singleton application.

Respectfully submitted,

UNIVERSITY OF NORTH CAROLINA
By the University of North Carolina Center
for Public Television

By: _____
Steven D. Hammel
Interim Executive Director and
General Manager

CAROLINA CHRISTIAN
BROADCASTING, INC.

By: 

Dante Thompson
President

November 30, 2018

EXHIBIT A

THE SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made this 30th day of November 2018, by and between the UNIVERSITY OF NORTH CAROLINA, a North Carolina institution of higher learning, by and through the University of North Carolina Center for Public Television (“UNC-TV”), and CAROLINA CHRISTIAN BROADCASTING, INC., a South Carolina corporation (“CCB”) (collectively, the “Parties”).

WHEREAS, UNC-TV has filed with the Federal Communications Commission (the “FCC”) a displacement application for a TV Translator Station (FCC Fac. ID No. 69189) for Tryon, North Carolina (FCC File No. 0000053446) (the “UNC-TV Application”);

WHEREAS, CCB has filed with the FCC a displacement application for a Low Power TV Station (FCC Fac. ID No. 67372) for Honea Path, South Carolina (FCC File No. 0000052465) (the “CCB Application”);

WHEREAS, the FCC has determined that the UNC-TV Application and the CCB Application are mutually exclusive pursuant to *Public Notice*, Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window, DA 18-1108, released October 30, 2018 (MX Group 65);

WHEREAS, the Parties have determined that amendments to their respective applications would remove the mutual exclusivity between the Parties’ applications; and

WHEREAS, the Parties believe that this Agreement is in the public interest in that it will resolve the pending mutual exclusivity before the FCC in MX Group 65 and thereby more promptly permit the continuation of translator service to the community of Tryon, North Carolina, and low power television service to the community of Honea Path, South Carolina.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. UNC-TV shall file a mutually acceptable amendment to the UNC-TV Application that, together with the CCB Amendment (defined below), would eliminate the mutual exclusivity between the Parties’ applications (the “UNC-TV Amendment”), as specified on Attachment 1 hereto.

2. CCB shall file a mutually acceptable amendment to the CCB Application that, together with the UNC-TV Amendment, would eliminate the mutual exclusivity between the Parties’ applications (the “CCB Amendment”), as specified on Attachment 1 hereto.

3. Each Party acknowledges, represents, warrants, certifies, and agrees that it has not received any money or consideration from the other Party in connection with this Agreement other

than each Party's respective agreement to file a mutually acceptable amendment as expressly set forth herein.

4. The Parties shall file a joint request with the FCC pursuant to Section 73.3525 of the FCC's Rules within five (5) days of the execution of this Agreement but no later than December 14, 2018, which requests that the FCC: (a) approve this Agreement; (b) accept the UNC-TV Amendment; (c) accept the CCB Amendment; and (d) process each application as a non-MX'd singleton application.

5. Recognizing that this Agreement is subject to FCC approval, the Parties shall cooperate with each other and with the FCC by expeditiously providing to each other or to the FCC, or both, all additional information that may be necessary or appropriate to comply with Section 73.3525 of the FCC's rules. The Parties agree to provide the FCC in a timely manner with such information the FCC requests. The Parties further agree to use their best efforts in the preparation and filing of all FCC applications and related documents that may be necessary or appropriate to reach the result contemplated by this Agreement. In the event the filing by the parties of the UNC-TV Amendment and CCB Amendment does not result in the grant of a displacement construction permit for each in accordance with the proposed parameters in such filed amendments, the parties agree to consider in good faith any further modification proposed by the FCC Staff or, if none, then this Agreement shall terminate and neither party shall have any further obligation to the other.

6. This Agreement is the only agreement between the Parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof and cannot be amended or modified except by an instrument in writing signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Each party warrants to the other that he or it has full power and authority to enter into this Agreement and to perform his or its obligations hereunder. The Parties further represent and warrant that they are not under any restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement and from carrying out their obligations hereunder.

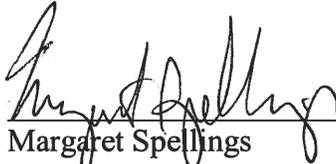
7. The Parties agree that this Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

8. This Agreement shall be construed under the law of the State of North Carolina and the applicable sections of the FCC's rules.

9. The Parties agree that the benefit conferred on each Party under this Agreement is unique and that monetary damages for the breach of this Agreement would be difficult or impossible to quantify. Therefore, the Parties stipulate that specific performance shall be appropriate as a remedy for breach of this Agreement in addition to other legal or equitable remedies available under this Agreement or under the laws of the State of North Carolina. Each Party agrees to waive any defense that there is an adequate remedy at law for breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

UNIVERSITY OF NORTH CAROLINA

By: 
Margaret Spellings
President

CAROLINA CHRISTIAN
BROADCASTING, INC.

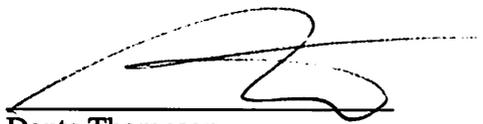
By: _____
Dante Thompson
President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day, month and year first above written.

UNIVERSITY OF NORTH CAROLINA

By: _____
Margaret Spellings
President

**CAROLINA CHRISTIAN
BROADCASTING, INC.**

By: 

Dante Thompson
President

ATTACHMENT 1

TECHNICAL AMENDMENTS

Following are the agreed-upon parameters to be specified in each party's translator displacement application amendment:

W19CR-D TRYON, NC 0000053446 Fac ID 69189

Channel: D16
Mask: Full Service
Latitude: 35 15 58.60 N (NAD83)
Longitude: 82 14 38.10 W
Height AMSL: 998.2 m
Peak ERP: 0.175 kW
Antenna: Omnidirectional
Elec Tilt: 1.75
Study cell size: 1.00 km
Profile point spacing: 0.20 km

1.94% interference caused to W28DB-D amended proposal, complies with FCC limit

W28DB-D HONEA PATH, SC 0000052465 Fac ID 67372

Channel: D16
Mask: Full Service
Latitude: 34 56 26.40 N (NAD83)
Longitude: 82 24 40.40 W
Height AMSL: 652.1 m
Peak ERP: 10.0 kW
Antenna: MCI-955312 (ID 20058) 135.0 deg
Elec Tilt: 0.75
Study cell size: 1.00 km
Profile point spacing: 1.0 km

45.53% interference caused to W19CR-D amended proposal, accepted by UNC

EXHIBIT B

DECLARATION OF STEVE HAMMEL, INTERIM EXECUTIVE DIRECTOR AND GENERAL MANAGER, UNC-TV

Pursuant to Section 73.3525(a) of the rules of the Federal Communications Commission, I, Steve Hammel, Interim Executive Director and General Manager of UNC-TV (UNC-TV"), displacement applicant for a television translator station (FCC Fac. ID No. 69189) for Tryon, North Carolina (FCC File No. 0000053446) and member of Mutually Exclusive Group No. 65 as identified in *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (Rel. Oct. 30, 2018) ("MX Public Notice"), hereby declare the following:

1. The Commission's approval of the Settlement Agreement between UNC-TV and Carolina Christian Broadcasting, Inc. ("CCB"), dated November 30, 2018, is in the public interest because it would resolve Mutually Exclusive Group Number 65, conserve the resources of the members of the group and the Commission, and thereby permit the more prompt continuation of television translator service to the community of Tryon, North Carolina, and low power television service to the community of Honea Path, South Carolina.
2. UNC-TV's application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. I certify that neither UNC-TV nor its principals have received, or agreed to receive, any money or consideration other than CCB's agreement to file an amendment to its application in FCC File No. 0000052465.
4. The Settlement Agreement is the only agreement between UNC-TV and CCB, and it contains all of the terms and conditions agreed upon with respect to the subject matter of the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 30, 2018.

UNIVERSITY OF NORTH CAROLINA
By the University of North Carolina Center
for Public Television

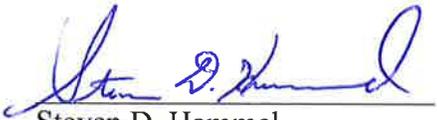
By: 
Steven D. Hammel
Interim Executive Director and
General Manager, UNC-TV

EXHIBIT C

**DECLARATION OF DANTE THOMPSON, PRESIDENT OF
CAROLINA CHRISTIAN BROADCASTING, INC.**

Pursuant to Section 73.3525(a) of the rules of the Federal Communications Commission, I, Dante Thompson, President of CAROLINA CHRISTIAN BROADCASTING, INC. ("CCB"), displacement applicant for a television translator station (FCC Fac. ID No. 67372) for Honea Path, South Carolina (FCC File No. 0000052465) and member of Mutually Exclusive Group No. 65 as identified in in *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (Rel. Oct. 30, 2018) ("MX Public Notice"), hereby declare the following:

1. The Commission's approval of the Settlement Agreement between University of North Carolina, by and through the University of North Carolina Center for Public Television ("UNC-TV") and CCB, dated November 30, 2018, is in the public interest because it would resolve Mutually Exclusive Group Number 65, conserve the resources of the members of the group and the Commission, and thereby permit the more prompt continuation of television translator service to the community of Tryon, North Carolina, and low power television service to the community of Honea Path, South Carolina.
2. CCB's application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. I certify that neither CCB nor its principals have received, or agreed to receive, any money or consideration other than UNC-TV's agreement to file an amendment to its application in FCC File No. 0000053446.
4. The Settlement Agreement is the only agreement between UNC-TV and CCB, and it contains all of the terms and conditions agreed upon with respect to the subject matter of the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 30, 2018.

CAROLINA CHRISTIAN
BROADCASTING, INC.

By: _____

Dante Thompson
President