

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

In re Displacement Applications of)	
)	
)	
GEORGIA PUBLIC)	FCC File No. 0000053814
TELECOMMUNICATIONS COMMISSION)	
For TV Translator Station)	
Toccoa, Georgia)	
)	
and)	
)	FCC File No. 0000052464
CAROLINA CHRISTIAN)	
BROADCASTING, INC.)	
For Low Power TV Station)	
Hendersonville, North Carolina)	

To: Media Bureau and
Incentive Auction Task Force

**JOINT REQUEST FOR APPROVAL
OF SETTLEMENT AGREEMENT**

GEORGIA PUBLIC TELECOMMUNICATIONS COMMISSION (“GPTC”) 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”).

GPTC's and CCB's above-captioned applications are the only members of Mutually Exclusive Group Number 64, as designated in Appendix A of the MX Public Notice (the "MX Group").

GPTC and CCB have entered into the Settlement Agreement attached hereto as Exhibit A. Pursuant to the Settlement Agreement, CCB has agreed to not make any channel change to its above-captioned application, and has consented to GPTC's agreement to file a channel change amendment to its above-captioned application, the combined effect of which would eliminate the mutual exclusivity between the two pending 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 CCB's agreement not to file a channel change amendment, and GPTC's agreement to file a mutually acceptable channel change 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 uninterrupted television translator service to the community of Toccoa, Georgia, and low power television service to the community of Hendersonville, North Carolina.

Attached hereto as Exhibit B and Exhibit C are Declarations by GPTC 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 agreements to file or not file amendments are 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 GPTC's amendment to its application; and (3) remove the MX Group from the competitive bidding procedure and promptly process each application as a non-mutually exclusive singleton application.

Respectfully submitted,

GEORGIA PUBLIC TELECOMMUNICATIONS
COMMISSION

By: _____

Name: Teya Ryan

Title: CEO & President

CAROLINA CHRISTIAN BROADCASTING,
INC.

By: _____

Name: Dante Thompson

Title: President

December 27, 2018

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 GPTC's amendment to its application; and (3) remove the MX Group from the competitive bidding procedure and promptly process each application as a non-mutually exclusive singleton application.

Respectfully submitted,

GEORGIA PUBLIC TELECOMMUNICATIONS
COMMISSION

By: 
Name: Teya Ryan
Title: CEO & President

CAROLINA CHRISTIAN BROADCASTING,
INC.

By: _____
Name: Dante Thompson
Title: President

December 27, 2018

EXHIBIT A

THE SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made this 27th day of December 2018, by and between GEORGIA PUBLIC TELECOMMUNICATIONS COMMISSION, a a component unit of the State of Georgia (“GPTC”), and CAROLINA CHRISTIAN BROADCASTING, INC., a South Carolina corporation (“CCB”) (collectively, the “Parties”).

WHEREAS, GPTC has filed with the Federal Communications Commission (the “FCC”) a displacement application for a TV Translator Station (FCC Fac. ID No. 23924) for Toccoa, Georgia (FCC File No. 0000053814) (the “GPTC Application”);

WHEREAS, CCB has filed with the FCC a displacement application for a Low Power TV Station (FCC Fac. ID No. 9058) for Hendersonville, North Carolina (FCC File No. 0000052464) (the “CCB Application”);

WHEREAS, the FCC has determined that the GPTC Application and the CCB Application, which both specify displacement channel 15, 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 64);

WHEREAS, the Parties have determined that an amendment to GPTC’s Application specifying channel 28, which is currently used by CCB for low power television station W28DB-D, Honea Path, South Carolina (Fac. Id. 67372), but will be vacated by CCB in 2019 upon the grant of a pending request for settlement of MX Group 65, 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 64 and thereby permit the uninterrupted continuation of translator service to the community of Toccoa, Georgia, and low power television service to the community of Hendersonville, North Carolina.

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

1. GPTC shall file a mutually acceptable amendment to the GPTC Application for channel 28 as specified on Attachment 1 hereto that would eliminate the mutual exclusivity between the Parties’ applications (the “GPTC Amendment”). CCB consents to the filing of the GPTC Amendment and agrees to not file any amendment to the CCB Application during the *Public Notice* filing window that would change its proposed displacement channel from channel 15.

2. 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 no later than December 31, 2018, which requests that the FCC: (a) approve this Agreement; (b) accept the GPTC Amendment; and (c) 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 of the GPTC Amendment does not result in the grant of a displacement construction permit for each Party, 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 South 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 South Carolina. Each Party agrees to waive any defense that there is an adequate remedy at law for breach of this Agreement.

[Signatures Appear on Following Page]

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

GEORGIA PUBLIC TELECOMMUNICATIONS
COMMISSION

By: 
Name: Teya Ryan
Title: CEO & President

CAROLINA CHRISTIAN BROADCASTING,
INC.

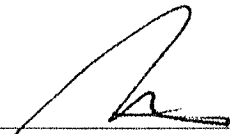
By: _____
Name: Dante Thompson
Title: President

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

GEORGIA PUBLIC TELECOMMUNICATIONS
COMMISSION

By: _____
Name: Teya Ryan
Title: CEO & President

CAROLINA CHRISTIAN BROADCASTING,
INC.

By:  _____
Name: Dante Thompson
Title: President

ATTACHMENT 1

TECHNICAL AMENDMENT

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

W15EK-D, Toccoa, GA 0000053814 Fac ID 23924

Channel: D28

Mask: Stringent

Latitude: 34 36 32.70 N (NAD83)

Longitude: 83 21 51.20 W

Height AMSL: 417.0 m

Peak ERP: 15 kW

Antenna: Nondirectional

Elec Tilt: 1.0

Study cell size: 1.0 kilometer

Profile point spacing: 1.0 kilometer

EXHIBIT B

DECLARATION OF TEYA RYAN, CEO AND PRESIDENT OF GEORGIA PUBLIC TELECOMMUNICATIONS COMMISSION

Pursuant to Section 73.3525(a) of the rules of the Federal Communications Commission, I, Teya Ryan, CEO and President of the GEORGIA PUBLIC TELECOMMUNICATIONS COMMISSION ("GPTC"), displacement applicant for a television translator station (FCC Fac. ID No. 23924) for Toccoa, Georgia (FCC File No. 0000053814) and member of Mutually Exclusive Group No. 64 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 GPTC and Carolina Christian Broadcasting, Inc. ("CCB") is in the public interest because it would resolve Mutually Exclusive Group Number 64, conserve the resources of the members of the group and the Commission, and thereby permit uninterrupted continuation of television translator service to the community of Toccoa, Georgia, and low power television service to the community of Hendersonville, North Carolina.
2. GPTC's application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. I certify that neither GPTC nor its principals have received, or agreed to receive, any money or consideration other than CCB's agreement not to file a channel change amendment to CCB's application and CCB's consent to GPTC's amendment in FCC File No. 0000053814.
4. The Settlement Agreement is the only agreement between GPTC 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 December 13, 2018.

GEORGIA PUBLIC TELECOMMUNICATIONS COMMISSION

By: 

Name: Teya Ryan

Title: CEO & President

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. 9058) for Hendersonville, North Carolina (FCC File No. 0000052464) and member of Mutually Exclusive Group No. 64 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 Georgia Public Telecommunications Commission ("GPTC") and CCB is in the public interest because it would resolve Mutually Exclusive Group Number 64, conserve the resources of the members of the group and the Commission, and thereby permit uninterrupted continuation of television translator service to the community of Toccoa, Georgia, and low power television service to the community of Hendersonville, North 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 GPTC's agreement to file a channel change amendment to its application in FCC File No. 0000053814.
4. The Settlement Agreement is the only agreement between GPTC 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 December 27, 2018.

CAROLINA CHRISTIAN
BROADCASTING, INC.

By: 

Name: Dante Thompson
Title: President