

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In re Applications of

GRAY TELEVISION LICENSEE, LLC

For Displacement Channel 27
K49LC-D, College Station, TX (FID 182059)

File No. 0000054049

and

WORD BROADCASTING NETWORK, INC.

For Displacement Channel 27
KBPX-LD, Houston, TX (FID 17746)

File No. 0000053878

To: Office of the Secretary
Attn: Video Division, Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Gray Television Licensee, LLC (“Gray TV”), licensee of low-power television station K49LC-D, College Station, TX and Word Broadcasting Network, Inc. (“WORD”), licensee of low-power television station KBPX-LD, Houston, TX, by their respective counsel, pursuant to Section 73.3525 of the Commission’s Rules, hereby request that the FCC (i) approve the Settlement Agreement attached as Exhibit 1 and (ii) grant the above-captioned applications, as amended, for K49LC-D and KBPX-LD.¹ In support of this request, Gray TV and Word are

¹ The above-captioned applications are assigned to MX Group No. MX70. See Public Notice, “Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications

submitting a copy of their Settlement Agreement and the declarations required by Section 73.3525 of the Commission's Rules.

Respectfully Submitted,

GRAY TELEVISION LICENSEE, LLC



By: _____

Robert Folliard, III
Assistant Secretary

WORD BROADCASTING NETWORK, INC.



By: _____

Anthony T. Lepore, Esq.
Counsel for WORD
4101 Albemarle St NW #324
Washington, DC 20016

Dated: January 10, 2019

Filed During the Special Displacement Window," DA 18-1108 at A-8 (rel. Oct. 30, 2018) ("Settlement PN"). KQHO-LD (FID 127916) is also a party to MX Group MX70. WORD has entered into a separate settlement agreement with the licensee of KQHO-LD that resolves the mutually exclusivity of this application.

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 10th day of January 2019 by and among Gray Television Licensee, LLC (“Gray TV”), licensee of low-power television station K49LC-D, College Station, TX (FID 182059) and Word Broadcasting Network, Inc. (“WORD”), licensee of low-power television station KBPX-LD, Houston, TX (FID 17746), with reference to the following:

A. Gray TV filed an application during the Special Displacement Window proposing a displacement channel on Channel 27 for K49LC-D, which the FCC assigned the following file number: 0000054049 (the “K49LC-D Application”). WORD also filed an application during the Special Displacement Window proposing a displacement channel on Channel 27 for KBPX-LD, which the FCC assigned the following file number: 0000053878 (the “KBPX-LD Application”).

B. On October 30, 2018, the FCC announced by Public Notice that the K49LC-D Application and the KBPX-LD Application (collectively, the “Applications”) are mutually exclusive. The FCC assigned the Applications to MX Group No. MX70 and permitted the parties until January 10, 2019 to enter into a settlement agreement or otherwise resolve their mutual exclusivity by means of an engineering solution.

C. A displacement application filed by New York Spectrum Holding Company, LLC (“NYS”), for its low-power television station KQHO-LD, Houston, TX (FID 12916) is also mutually exclusive with the K49LC-D Application and the KBPX-LD Application. WORD and NYS have separately executed a settlement agreement whereby they have agreed to enter into a Channel Sharing Agreement (“CSA”) for Channel 27 and dismiss the KQHO-LD Application.

D. WORD has agreed to modify the KBPX-LD Application as set forth herein.

E. Gray has agreed to accept interference from the modified KBPX-LD Application as set forth herein.

F. The parties believe that a settlement upon the terms and conditions set forth in this Agreement will serve the public interest because it will enable grant of both the K49LC-D Application and the KBPX-LD Application without auction, allowing both to continue serving their viewers.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations and covenants set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. Gray TV and WORD shall jointly submit a Joint Request for Approval of Settlement Agreement (the “Joint Request”) requesting that the FCC (i) grant the Joint Request; (ii) approve this Agreement; and (iii) grant the amended K49LC-D Application and the KBPX-LD Application. The Joint Request shall be accompanied by (a) this Agreement, (b) a certification signed by a principal of Gray TV and (c) a certification signed by a principal of WORD.

2. WORD will amend the KBPX-LD Application by January 10, 2019 to specify the technical parameters set forth in Schedule 1. The KBPX-LD Application, as amended, will cause no more than 4.55 percent interference to the K49LC-D Application. Gray consents to accept up to and no more than 4.55 percent interference from the KBPX-LD Application.

3. The parties shall in good faith pursue approval by the FCC of the Joint Request and this Agreement and shall cooperate fully with each other and with the FCC and take whatever additional action is reasonably necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement.

4. Neither this Agreement nor any right created hereunder shall be assignable by either party unless the other party consents in writing, which consent shall not be unreasonably withheld. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement shall continue in full force and effect, provided that such continuation would not materially diminish the benefit of this Agreement for any party. This Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by all parties. Each of the undersigned represents and warrants that he/she has the requisite power and authority to bind his/her respective party to the terms and obligations hereof. This Agreement may be signed in counterparts and delivered by facsimile, with the same effect as if the signature on each counterpart were on the same instrument. If any party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. This Agreement shall be governed by and construed according to the laws of the State of Delaware, without regard to its conflict-of-laws provisions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date first written above.

GRAY TELEVISION LICENSEE, LLC



By: _____

Name: Robert J. Folliard, III

Title: Assistant Secretary

WORD BROADCASTING NETWORK, INC.

By: Robert W. Rodgers

Name: Robert W. Rodgers

Title: President

Schedule 1

SUMMARY OF ENGINEERING CHANGES to KBPX-LD

Channel and Facility Information

Section	Question	Response
Proposed Community of License	Facility ID	17746
	State	Texas
	City	HOUSTON
	LPD Channel	27

Antenna Location Data

Section	Question	Response
Antenna Structure Registration	Do you have an FCC Antenna Structure Registration (ASR) Number?	No
	ASR Number	
Coordinates (NAD83)	Latitude	29° 45' 36.8" N+
	Longitude	095° 21' 49.7" W-
	Structure Type	B-Building
	Overall Structure Height	325 meters
	Support Structure Height	325 meters
Antenna Data	Ground Elevation (AMSL)	15 meters
	Height of Radiation Center Above Ground Level	322 meters
	Height of Radiation Center Above Mean Sea Level	337 meters
	Effective Radiated Power	15 kW

**Antenna
Technical Data**

Section	Question	Response
Antenna Type	Antenna Type	Directional Custom
	Do you have an Antenna ID?	No
	Antenna ID	
Antenna Manufacturer and Model	Manufacturer:	PSI
	Model	PSIUP6EC-27-CP
	Rotation	0 degrees
	Electrical Beam Tilt	0.5
	Mechanical Beam Tilt	Not Applicable
	toward azimuth	
	Polarization	Circular
Elevation Radiation Pattern	Does the proposed antenna propose elevation radiation patterns that vary with azimuth for reasons other than the use of mechanical beam tilt?	No
	Uploaded file for elevation antenna (or radiation) pattern data	
	Out-of-Channel Emission Mask:	Full Service

Directional Antenna Relative Field Values (Pre-rotated Pattern)

Degree	V _A (Authorized Value)						
0	0.1	90	0.114	180	1	270	0.82
10	0.12	100	0.25	190	1	280	0.768
20	0.13	110	0.32	200	1	290	0.672
30	0.12	120	0.436	210	1	300	0.563
40	0.1	130	0.582	220	1	310	0.448
50	0.01	140	0.733	230	1	320	0.352
60	0.01	150	0.855	240	1	330	0.287
70	0.01	160	1	250	1	340	0.207
80	0.01	170	1	260	0.95	350	0.127

Additional Azimuths

Degree	V _A
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EXHIBIT 2

DECLARATION OF ROBERT J. FOLLIARD, III

I, Robert J. Folliard, hereby declare as follows:

1. I am Assistant Secretary of Gray Television Licensee, LLC (“Gray TV”), an applicant for a displacement channel on Channel 27, College Station, TX, to be associated with low-power television station K49LC-D (File No. 0000054049, hereinafter the “K49LC-D Application”). The K49LC-D Application is mutually exclusive with displacement application filed by Word Broadcasting Network, Inc. (“WORD”) (File No. 0000053878).

2. Gray TV and WORD entered into a Settlement Agreement on January 10, 2019 (the “Agreement”) to resolve the mutually exclusivity between their displacement applications. The Agreement sets forth the entire understanding of the parties with respect to their displacement applications.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for this channel unnecessary. Second, it allows both stations to continue to serve their communities of license.

4. The K49LC-D Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with WORD, or any other person or entity.

5. Neither Gray TV nor its principals have paid or promised to pay any money or other consideration to WORD.

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



Robert J. Folliard, III

Dated: January 10, 2019

EXHIBIT 3

DECLARATION OF ROBERT W. RODGERS

I, Robert W. Rodgers, hereby declare as follows:

1. I am President of Word Broadcasting Network, Inc. (“WORD”), an applicant for a displacement channel on Channel 27, Houston, TX, to be associated with low-power television station KBPX-LD (File No. 0000053878, hereinafter the “KBPX-LD Application”). The KBPX-LD Application is mutually exclusive with displacement applications filed by Gray Television Licensee, LLC (“Gray TV”) (File No. 0000054049).

2. Gray TV and WORD entered into a Settlement Agreement on January 10, 2019 (the “Agreement”) to resolve the mutually exclusivity between their displacement applications. The Agreement sets forth the entire understanding of the parties with respect to their displacement applications.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for this channel unnecessary. Second, it allows both stations to continue to serve their communities of license.

4. The KBPX-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with Gray TV or any other person or entity.

5. Neither WORD nor its principals have paid or promised to pay any money or other consideration to Gray TV.

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


Robert W. Rodgers

Dated: January 10, 2019