

POSTED

ORIGINAL

Before The
Federal Communications Commission
Washington, D.C. 20554

FILED/ACCEPTED

NOV 25 2008

Federal Communications Commission
Office of the Secretary

In the Matter of Applications of)	MX Group 240
)	
Christian Ministries of the Valley, Inc.)	BNPED – 20071019ABF
for Permit to Construct New Noncommercial Educational)	Facility Identifier 1170144
FM Station in Alice, Texas)	
)	
Texas Pelican Media)	BNPED – 20071022AXT
for Permit to Construct New Noncommercial Educational)	Facility Identifier 174994
FM Station in Freer, Texas)	
)	
Maranatha Church of Laredo Incorporated)	BNPED – 20071018ATW
for Permit to Construct New Noncommercial Educational)	Facility Identifier 175313
FM Station in Reyes, Texas)	

TO: Office of Secretary
ATTENTION: Chief, Audio Division, Media Bureau

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT

Christian Ministries of the Valley, Inc. (“CMV”), Texas Pelican Media (“TPM”), and Maranatha Church of Laredo Incorporated (“Maranatha”) (each a “Party” and collectively the “Parties”), respectfully file this Joint Petition for Approval of Settlement Agreement.

1. The Parties were listed by the Media Bureau as applicants in MX Group 240, as set forth in a Public Notice, DA 08-536, released March 7, 2008. Dismissal of CMV’s and Maranatha’s Applications will allow grant of TPM’s application.

2. The Parties have executed a Settlement Agreement (the “Agreements”), attached hereto as Exhibit A, that seek dismissal of CMV and Maranatha’s applications, which eliminates all mutually-exclusivities TPM has with other applicants in the MX Group and allows for grant of the above-captioned application of TPM following the dismissal of the above-

captioned application of CMV and Maranatha. Such a settlement will conserve the Commission's resources by resolving the conflicting proposals without the need for further adjudication on the part of the Commission. This will benefit the public by expediting a new local service to the proposed community of Freer, Texas.

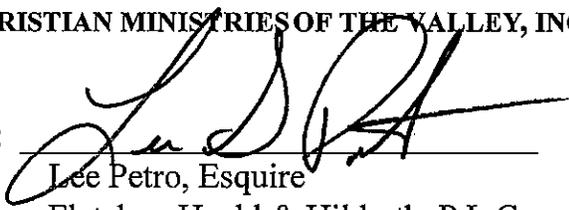
3. The Agreement provides that Maranatha and CMV will dismiss their applications for no monetary compensation. In accordance with Section 73.3525 of the Commission's Rules, the attached Declarations of principals of the Parties (see Exhibits) demonstrate that: (i) the Agreement sets forth the exact nature and amount of the consideration promised to the Dismissing Applicant; (ii) the amount of consideration does not exceed that Party's legitimate and prudent expenses, and (iii) the Parties believe the Settlement Agreement will serve the public interest because it will allow the dismissal of CMV's and Maranatha's proposals and the issuance of a construction permit to TPM, thereby conserving the Commission's resources and expediting the introduction of new NCE FM service.

[Signature Page Follows]

WHEREFORE, THE PREMISES CONSIDERED, it is respectfully requested that (a) the Agreement be approved, (b) that the Application of Texas Pelican Media be granted, and (c) the applications of CMV and Maranatha be dismissed as proposed in the Agreement.

Respectfully submitted,

CHRISTIAN MINISTRIES OF THE VALLEY, INC.

By: 
Lee Petro, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209

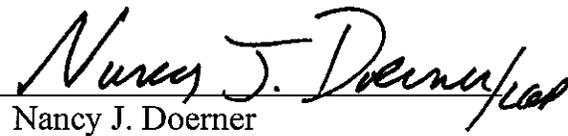
Its counsel

**MARANATHA CHURCH OF LAREDO
INCORPORATED**

By: 
Dan J. Alpert, Esquire
Law Office of Dan J. Alpert
2120 North 21st Road
Arlington, Virginia 22201

Its counsel

TEXAS PELICAN MEDIA

By: 
Nancy J. Doerner
Director, Texas Pelican Media
P.O. Box 18400
Corpus Christi, Texas 78480

Dated: November 25, 2008

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (the "*Agreement*") is made as of the 24th day of November, 2008, by and between Maranatha Church of Laredo Inc. ("Maranatha"), Texas Pelican Media ("TPM"), and Christian Ministries of the Valley, Inc. ("CMV") (each of whom is referred to herein as an "*Applicant*" or a "*Party*," or collectively as "*the Parties*").

Recitals

A. Maranatha is an applicant for a new FM broadcast station to serve Reyes, Texas in MX Group 240 (File No. BNPED-20071018ATW; Facility No. 175313), (the "*Reyes Application*"), a new FM broadcast station to serve San Pablo, Texas in MX Group 534 (File No. BNPED-20071018ATV; Facility No. 175314) (the "*San Pablo Application*"), and a new FM broadcast station to serve Holliday Beach, Texas in MX Group 241 (File No. BNPED-20071018AUA; Facility No. 175309)(the "*Holliday Beach Application*"); and

B. CMV is an applicant for a new FM broadcast station to serve Encinal, Texas in MX Group 534 (File No. BNPED-20071019ABC; Facility No. 165552)(the "*Encinal Application*"); and a new FM broadcast station to serve Alice, Texas in MX Group 240 (File No. BNPED-20071019ABF; Facility No. 170144)(the "*Alice Application*"); and

C. TPM is an applicant for a new FM broadcast station to serve Rockport, Texas in MX Group 241 (File No. BNPED-20071022AVS; Facility No. 174609)(the "*Rockport Application*"), and a new FM broadcast station to serve Freer, Texas in MX Group 240 (File No. BNPED-20071022AXT; Facility No. 174994)(the "*Freer Application*"); and

D. Certain of the applications are mutually exclusive with each other, and only one of the Applicants may be authorized for full-time operation on the channel and in the community they propose to serve; and

C. The Parties have agreed that CMV will dismiss the Alice Application, TPM will dismiss the Rockport Application, and Maranatha will dismiss the San Pablo Application and the Reyes Applications (each an "*Application*," and collectively, the "*Dismissing Applications*"); and

D. Such dismissals of the Alice Application, the Reyes Application, and the Rockport Application will eliminate the mutual-exclusivity among the applications, which will result the acceptance for filing of the Freer Application and the Holliday Beach Application, and

E. Concurrent with this Agreement, CMV is entering into a separate settlement agreement with De Mujer A Mujer International, whereby Mujer has agreed to dismiss its application for Los Ojuelos, Texas (the "*Mujer Application*"), so that upon dismissal of the Mujer Application and the San Pablo Application, the Encinal Application will no longer be mutually-exclusive with any other application, and will be accepted for filing (the Freer Application, Holliday Beach Application and the Encinal Application are, collectively, the "*Surviving Applications*"); and

F. An agreement upon the terms set forth herein will serve the public interest by eliminating the amount of FCC resources to be devoted to the processing of the Dismissing Applications and by otherwise expediting the initiation of new noncommercial educational FM services in Holliday Beach, Freer, and Encinal, Texas; and

NOW, THEREFORE, with the intention of being legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration are hereby acknowledged, the Parties agree as follows:

1. ***Dismissal of Application.*** As sole consideration for this Agreement, the Parties agree to request dismissal of their respective Dismissing Applications in one or more Joint Petition for Approval of Settlement Agreement (the "*Joint Petitions*") as set forth in Section 2 herein.

2. ***Compensation.*** The Parties agree that there shall be no compensation paid to any party to this Agreement, other than in the form of the voluntary dismissal, with prejudice, of the following applications:

- a. CMV shall seek the dismissal of the Alice Application;
- b. Maranatha shall seek the dismissal of the Reyes and San Pablo Applications; and
- c. TPM shall seek the dismissal of the Rockport Application.

3. ***Deliveries by Maranatha.*** Maranatha shall prepare the Joint Petitions in a form and in substance that is reasonably acceptable to Maranatha and TPM, and submit such draft Joint Petitions to the Parties no later than three business days following the Effective Date of this Agreement.

4. ***Deliveries by CMV, Maranatha and TPM.*** Within three business days of the receipt of the draft Joint Petition by Maranatha and TPM, they shall furnish to counsel for CMV executed counterparts of the Joint Petitions and supporting Declaration covering the matters called for by Section 73.3525 of the FCC's rules.

5. **Filing with FCC.** The Parties shall file the Joint Petitions and supporting materials with the FCC, within three business days of the receipt by CMV's counsel of the fully-executed Joint Petition and supporting Declarations.

6. **Extension of Agreement.** If by December 1, 2009, the FCC has not released a Public Notice or Order dismissing the Dismissing Applications and the Mujer Application and accepting the Surviving Applications for filing, or that the Dismissing Applications and the Mujer Application has been dismissed and the Surviving Applications have been accepted for filing but have not become final by January 15, 2010, then this Agreement shall terminate automatically, except that it may be extended by the mutual agreement of the Parties

7. **Reasonable Prosecution.** Each of the Parties hereby covenants to prosecute the Joint Petitions and this Agreement before the FCC diligently, and to coordinate such prosecution with each other.

8. **Final Order.** A "Final Order" for purposes of this Agreement means an Order of the FCC (or any of its officials acting pursuant to delegated authority) as to which (a) the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the FCC may review said Order on its own motion, have all expired; (b) no such petition for reconsideration, application for review or court appeal has been timely filed, and (c) the FCC has not announced a decision to review said Order on its own motion; or (d) in the event that any such petition, application or appeal has been filed or such decision announced, such petition, application, appeal or Commission review shall have been disposed of, and the time for seeking further administrative or judicial review of the Order shall have expired without any request for such further review having been filed.

9. **Ancillary and Supporting Materials; Cooperation.** Simultaneously with or promptly following the submission of the Joint Petitions, the Parties will prepare and file with the Commission, for association with the Joint Petitions, such statements and other supporting materials as may be necessary or appropriate, requesting that the FCC approve this Agreement (the "Ancillary Materials"), and take such further action as is contemplated hereby. The Parties will use commercially reasonable efforts and cooperate to the extent necessary to prepare and file whatever documents may reasonably be required to seek and obtain final a Final Order approving this Agreement.

10. **Confidentiality.** The Parties agree to maintain the confidentiality of the negotiations leading to this Agreement and, unless and until the Joint Petitions are filed with the Commission for approval hereof, the terms hereof.

11. **Interpretation.** This Agreement shall be governed by and construed under the laws of the State of Texas, the Communications Act of 1934 and the FCC's Rules and Regulations.

12. *Representations.* Each of the parties represent that it has determined that its Surviving Application shall be acceptable for filing following dismissal of the Dismissing Applications and the dismissal of the Mujer Application. Each Party represents to the other Party that (a) it is not under any restrictions, contractual or otherwise, that may be inconsistent with this Agreement or that would prevent or preclude such Party from entering into this Agreement or from performing such Party's obligations hereunder; and (b) this Agreement is a legally binding obligation of such Party and is enforceable against such Party in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs and assigns.

13. *Notices.* Any notices or other communications required hereunder shall be in writing, including by facsimile, and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by electronic mail with such notice attached in Portable Document Format (PDF) and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed to the following persons:

If to Maranatha:

Marantha Church of Laredo Inc
2702 Pine St.
Laredo, TX 78046

With copy to:

Dan J. Alpert, Esq.
The Law Office of Dan J. Alpert
2120 N. 21st Rd.
Arlington, VA 22201

If to CMV:

Christian Ministries of the Valley, Inc.
P.O. Box 1290
Weslaco, TX 78599

With copy to:

Lee G. Petro, Esquire
Fletcher, Heald & Hildreth, PLC

1300 North 17th Street, 11th Floor
Arlington, VA 22209

If to TPM:

Texas Pelican Media
P.O. Box 18400
Corpus Christi, TX 78480

14. ***Complete Agreement.*** This Agreement constitutes the entire understanding between the Parties respecting the Applications, and supersedes any prior or contemporaneous written or oral agreements or understandings between them, all of which are merged herein. No modification, amendment or waiver of any provision of this Agreement, in whole or in part, will be valid unless in writing signed by the Party to be charged.

15. ***Counterpart Signatures; Effective Date.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart. The Effective Date of this Agreement shall be the date on which each of the Parties has executed the Agreement. The Parties shall fax or e-mail to counsel for CMV its executed counter-part signature page to the Agreement within two business days of the date on which the Party executed the Agreement.

16. ***Severability.*** In the event that any part or provision of this Agreement is found to be invalid, such invalidity shall not affect the enforceability of any other part or provision of this Agreement, unless the invalidity would cause a material change in the rights or obligations of any Party, in which case the Party or Parties affected may seek to amend the Agreement or may withdraw from the Agreement.

17. ***Time of the Essence.*** Time is of the essence of this Agreement and of each and every provision hereof.

18. ***Voluntary Undertaking.*** Each of the Parties hereto respectively acknowledges that it is liable for the obligations as set forth in this Agreement. Each party further respectively states that this Agreement has been voluntarily signed in good faith, is a fair and equitable settlement of all controversies and matters that each Party may have with the other Party. Each Party further respectively acknowledges that it has had the opportunity to consult with counsel, and/or has been represented by counsel in connection with the negotiations of the transactions contemplated by this Agreement and the execution of this document.

19. **Breach.** Notwithstanding the above provisions of this Agreement, nothing herein shall be construed to act to release the Parties hereto or their respective principals from any claims, demands, damages, arbitration awards, causes of action or suits of any kind or nature whatsoever, which may arise out of a breach of any of the terms, conditions and provisions of this Agreement, or any agreements incorporated by reference or otherwise herein. Moreover, each of the parties affirm the unique nature of broadcast spectrum rights and therefore hereby acknowledges that in the event of a breach of this Agreement by one party, the other parties shall have no adequate remedy at law and shall be entitled to equitable relief in the form of specific performance by the non-breaching parties. In the event of any material breach hereof, a non-breaching Parties shall provide the Party deemed in breach with a formal notice of breach and afford such Party a period of five business days within which to cure such breach. If such breach remains materially uncured after the expiration of the cure period, the Parties aggrieved by such breach may terminate this Agreement, and/or pursue enforcement hereof. Any disputes concerning this Agreement and any matters dealt with herein, or over the enforcement hereof, shall be resolved, at the option of any Party, through binding arbitration, and if no Party elects arbitration, or if it becomes necessary to enforce an award of the arbitrator, then any such disputes shall be resolved through litigation filed in a state court in Arlington County, Virginia, and each of the Parties hereby consents to jurisdiction and venue in such court.

20. **No Waiver.** A failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by any Party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or other provisions.

21. **Compromise; No Admission.** The Parties acknowledge and agree that this Agreement is the result of a compromise and shall never, at any time or for any purpose, be considered an admission of liability or responsibility on the part of any Party. Each Party further respectively acknowledges and agrees that nothing contained herein may be or is to be construed as an admission by any Party hereto, or any of its affiliates, that it or they have engaged in any wrongdoing or any unlawful or improper conduct

22. **Expenses.** The Parties acknowledge and agree that each of them shall bear the costs, expenses and attorneys' fees arising out of or connected with this Agreement, including the negotiation, drafting and execution of this Agreement and all matters arising out of or connected therewith; except that in the event of a breach hereof, resulting in any arbitration proceeding or court action by the non-breaching Party to enforce this Agreement, the prevailing Party shall be entitled to recover its or their reasonable attorney's fees and costs (including expert witness fees), as well as arbitration fees, against the Party found to be in breach, in addition to all other relief in law or

equity to which the non-breaching Party may be entitled, from the date of the first breach hereof on which such action may be based.

23. **Construction.** The Parties acknowledge and agree that this Agreement is the product of negotiation and preparation by, between and among the Parties. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one Party or another, and shall not be construed against any Party on the basis that such Party was the drafter hereof.

24. **Good Standing.** Each Party hereby represents that it is duly organized, validly existing and in good standing under the laws of its state of organization and, as applicable, the state or commonwealth of its incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

25. **Authorization.** Each Party hereto hereby represents that it has full power and authority to enter into this Agreement; and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary action on its part. This Agreement constitutes a valid and binding obligation of each of the Parties.

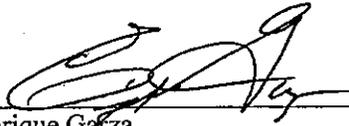
26. **Competency.** Each of the signatories hereto represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign; and each agrees to indemnify and hold the other Party harmless against all claims, suits, actions and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, in which it may be asserted that he or she was not competent or authorized to execute this Agreement or to receive the consideration provided for herein.

27. **Explication.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section, subsection, clause, exhibit and schedule references are to this Agreement, unless otherwise specified. Any reference in or to this Agreement or any of the Ancillary Materials includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals or supplements thereto or thereof, as applicable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date determined pursuant to Section 15 hereof.

**CHRISTIAN MINISTRIES
OF THE VALLEY, INC.**

11/24/08
Date

By: 
Enrique Garza
Its President

**MARANATHA CHURCH OF
LAREDO INC.**

Date

By: _____
Isreal Tellez
Its President

TEXAS PELICAN MEDIA

Date

By: _____
Nancy J. Doerner
Director

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date determined pursuant to Section 15 hereof.

**CHRISTIAN MINISTRIES
OF THE VALLEY, INC.**

Date

By: _____
Enrique Garza
Its President

**MARANATHA CHURCH OF
LAREDO INC.**

11/23/08

Date

By: Isreal Tellez 11/23/08
Isreal Tellez
Its President

TEXAS PELICAN MEDIA

Date

By: _____
Nancy J. Doerner
Director

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date determined pursuant to Section 15 hereof.

**CHRISTIAN MINISTRIES
OF THE VALLEY, INC.**

Date

By: _____
Enrique Garza
Its President

**MARANATHA CHURCH OF
LAREDO INC.**

Date

By: _____
Isreal Teliez
Its President

TEXAS PELICAN MEDIA

November 24, 2008
Date

By: Nancy J. Doerner
Nancy J. Doerner
Director

EXHIBIT B

CHRISTIAN MINISTRIES OF THE VALLEY, INC.

DECLARATION

I, Enrique Garza, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am President of Christian Ministries of the Valley, Inc. ("Applicant"), an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071019ABF)(the "Alice Application"), which is mutually exclusive to the application filed by Maranatha Church of Laredo Incorporated for a new noncommercial FM broadcast station (FCC File No. BNPED-20071019ATW) and Texas Pelican Media, an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071022AXT) in MX Group 240; and also is an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071019ABC)(the "Encinal Application"), which is mutually exclusive to the application filed by Maranatha Church of Laredo Incorporated, an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071018ATV) in MX Group 534.

2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications and by speeding the initiation of a new noncommercial FM radio service.

3. The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.

4. The Settlement Agreement is the only agreement, written or oral, being entered into by Applicant in connection with this matter.

5. Neither Applicant nor its principals have received nor been promised any money or other consideration except as provided in the Settlement Agreement.

6. The Settlement Agreement sets forth the exact nature and amount of the legitimate and prudent expenses incurred in conjunction with the Application, and includes exhibits that provide an itemized accounting of the expenses for which parties thereto are seeking reimbursement.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 21st day of November, 2008.



Enrique Garza, President

**MARANATHA CHURCH OF LAREDO INCORPORATED
DECLARATION**

I, Israel Tellez, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am President of Maranatha Church of Laredo Incorporated ("Applicant"), an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071018ATW)(the "Reyes Application"), which is mutually exclusive to the application filed by Christian Ministries of the Valley, Inc. for a new noncommercial FM broadcast station (FCC File No. BNPED-20071019ABF) and Texas Pelican Media, an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071022AXT) in MX Group 240; and also is an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071018AUA)(the "Holliday Beach Application"), which is mutually exclusive to the application filed by Texas Pelican Media, an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071022AVS) in MX Group 241; and also is an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071018ATV)(the "San Pablo Application"), which is mutually exclusive to the application filed by Christian Ministries of the Valley, Inc., an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071022ABC) in MX Group 534.

2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications and by speeding the initiation of a new noncommercial FM radio service.

3. The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.

4. The Settlement Agreement is the only agreement, written or oral, being entered into by Applicant in connection with this matter.

5. Neither Applicant nor its principals have received nor been promised any money or other consideration except as provided in the Settlement Agreement.

6. The Settlement Agreement sets forth the exact nature and amount of the legitimate and prudent expenses incurred in conjunction with the Application, and includes exhibits that provide an itemized accounting of the expenses for which parties thereto are seeking reimbursement.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 21st day of November, 2008.

Israel Tellez Jan 23, 2008
Israel Tellez, President

**TEXAS PELICAN MEDIA
DECLARATION**

I, Nancy J. Doerner, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am Director of Texas Pelican Media ("Applicant"), an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071022ATW)(the "Freer Application"), which is mutually exclusive to the application filed by Maranatha Church of Laredo Incorporated for a new noncommercial FM broadcast station (FCC File No. BNPED-20071019ATW) and Christian Ministries of the Valley, Inc., an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071019ABF) in MX Group 240; and also is an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071022AVS)(the "Rockport Application"), which is mutually exclusive to the application filed by Maranatha Church of Laredo Incorporated, an applicant for a construction permit for a new noncommercial FM broadcast station (File No. BNPED-20071018UUAU) in MX Group 241.

2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications and by speeding the initiation of a new noncommercial FM radio service.

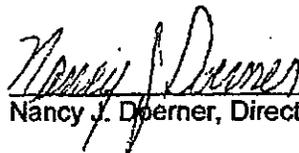
3. The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.

4. The Settlement Agreement is the only agreement, written or oral, being entered into by Applicant in connection with this matter.

5. Neither Applicant nor its principals have received nor been promised any money or other consideration except as provided in the Settlement Agreement.

6. The Settlement Agreement sets forth the exact nature and amount of the legitimate and prudent expenses incurred in conjunction with the Application, and includes exhibits that provide an itemized accounting of the expenses for which parties thereto are seeking reimbursement.

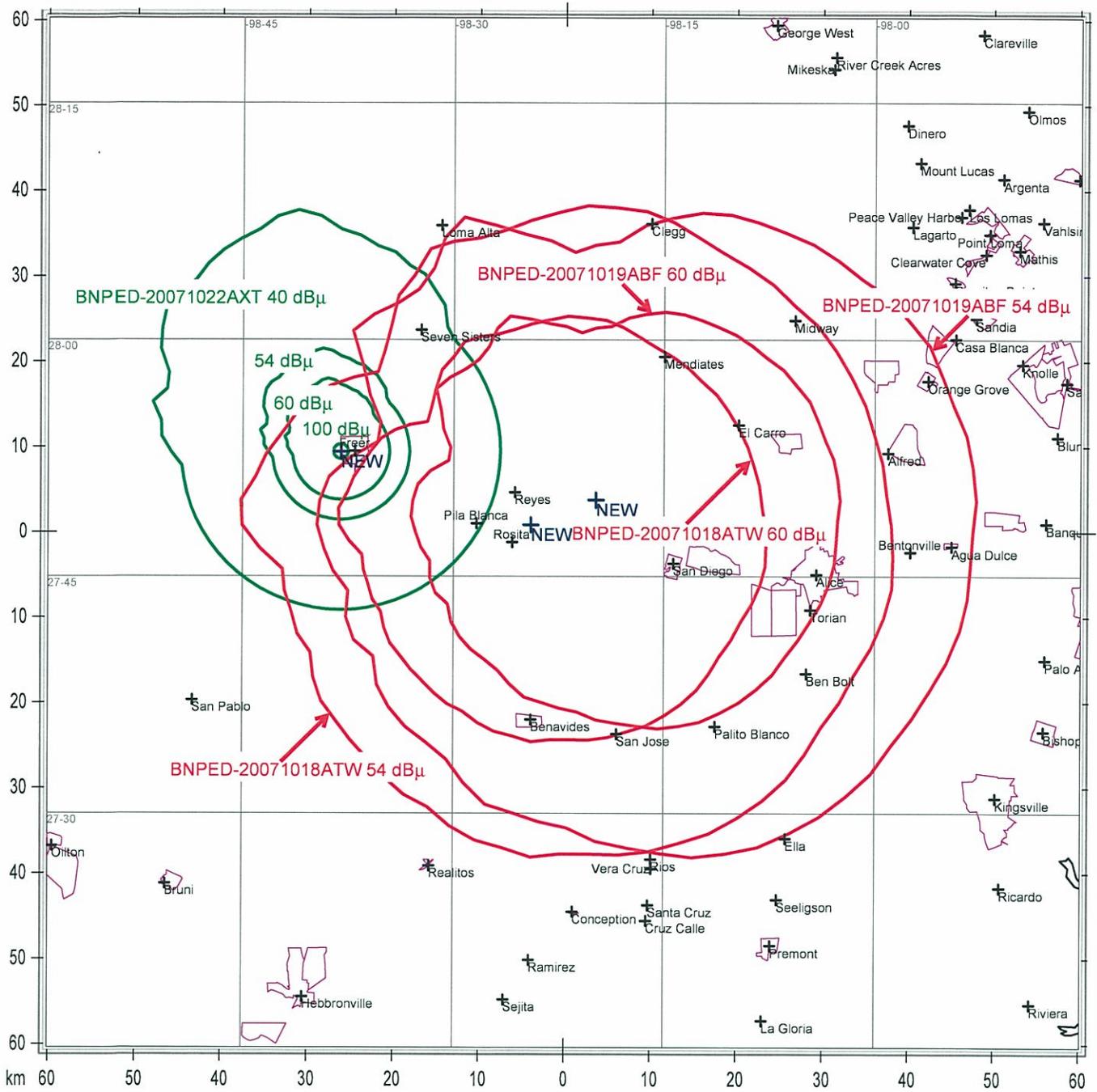
I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 21st day of November, 2008.



Nancy J. Doerner, Director

EXHIBIT C

Freer, TX - Proposed Station and Competing Applications



Color Key

Proposed

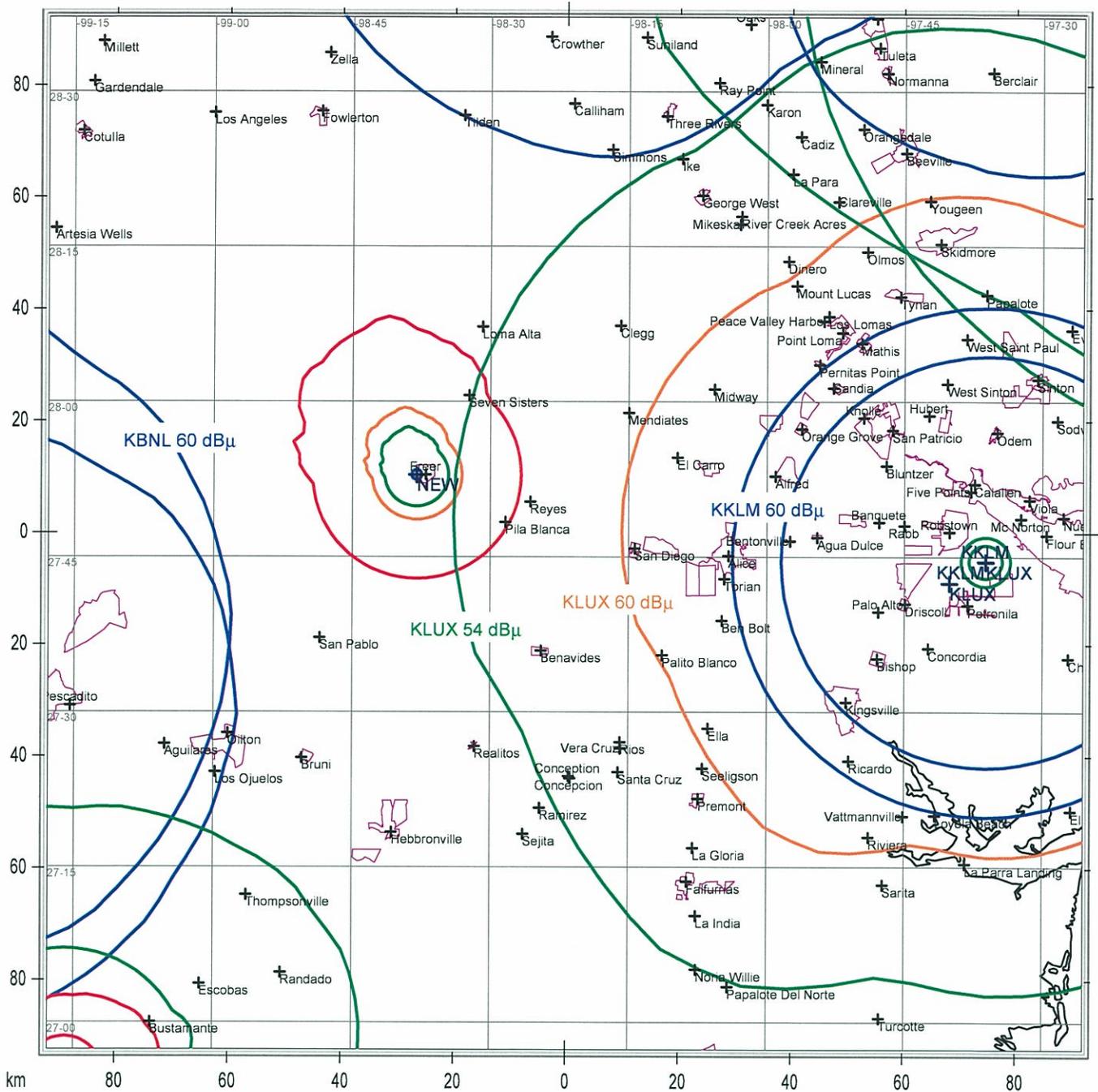
Immediate MX Group
Part of Settlement
Set for Dismissal

Map Legend

- 1 = BNPED-20071022AXT
- 2 = BNPED-20071019ABF
- 3 = BNPED-20071018ATW

State Borders City Borders Lat/Lon Grid

Freer, TX - Proposed Station in Relation to Existing Stations - Ch. 207 (89.3 MHz)



State Borders City Borders Lat/Lon Grid

27-52-53.0 N
 98-38-00.6 W
 ERP = 100 W
 ARC = 35 m
 tower reg. 1209735

Map Scale: 1:1024631 1 cm = 10.25 km V/H Size: 184.60 x 183.98 km

© MMVIII Sterling Communications, Inc.

CERTIFICATE OF SERVICE

I, Lee G. Petro, hereby certify that on this date I caused the foregoing "Joint Petition for Approval of Settlement Agreement" to be served by first class mail, postage prepaid (except that where indicated by an asterisk, a courtesy copy was provided subsequently and electronically) on the following:

James Bradshaw*
Audio Division, Media Bureau
Federal Communications Commission

Edna Prado*
Audio Division, Media Bureau
Federal Communications Commission

Irene Bleiweiss*
Audio Division, Media Bureau
Federal Communications Commission

Elizabeth Robinson*
Audio Division, Media Bureau
Federal Communications Commission



Lee G. Petro

Dated: November 25, 2008

*Served by e-mail