

DOW, LOHNES & ALBERTSON, PLLC
ATTORNEYS AT LAW

STAMP & RETURN

JOHN R. FEORE, JR.
DIRECT DIAL 202-776-2786
jfeore@dlalaw.com

WASHINGTON, D.C.
1200 NEW HAMPSHIRE AVENUE, N.W. • SUITE 800 • WASHINGTON, D.C. 20036-6802
TELEPHONE 202-776-2000 • FACSIMILE 202-776-2222

ONE RAVINIA DRIVE • SUITE 1600
ATLANTA, GEORGIA 30346-2108
TELEPHONE 770-901-8800
FACSIMILE 770-901-8874

May 10, 2002

VIA HAND DELIVERY

Marlene H. Dortch, Esq.
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

RECEIVED

MAY 10 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: KVIT-LP, Victoria, Texas
Facility Identification Number 13200
FCC File Number BPTTA-20020122ABH
Withdrawal of Petition to Deny Application

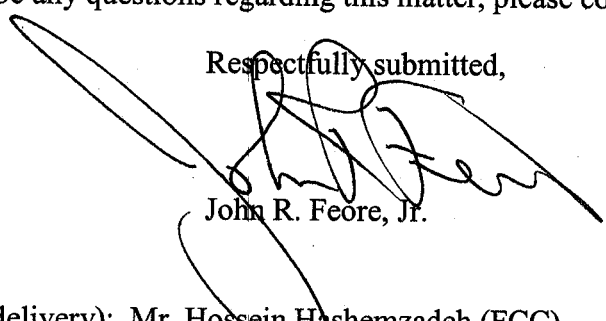
Dear Ms. Dortch:

On behalf of Paxson Houston License, Inc. ("Paxson"), licensee of KPXB(TV), Conroe, Texas, we hereby request that the Commission approve the withdrawal of the Petition to Deny filed by Paxson on March 29, 2002, regarding the above-referenced application of Club Communications to modify KVIT-LP, Victoria, Texas. Paxson has concluded that the public interest would not be served by its continued prosecution of this matter.

As required by Section 73.3588 of the Commission's Rules, we are submitting a copy of the written agreement related to Paxson's withdrawal and a declaration testifying to the fact that, in exchange for withdrawing its Petition to Deny, Paxson has not received any consideration or promise of consideration other than that set forth in the written agreement. Accordingly, we respectfully request that the Commission consent to the withdrawal of Paxson's Petition to Deny in the above-referenced proceeding.

Should there be any questions regarding this matter, please contact the undersigned.

Respectfully submitted,


John R. Feore, Jr.

Enclosures

cc (w/encl. via hand delivery): Mr. Hossein Hashemzadeh (FCC)
Lee J. Peltzman, Esquire (Counsel to Club Communications)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of May 1, 2002, by and between Paxson Houston License, Inc. ("Paxson") and Club Communications.

WHEREAS, Paxson is the licensee of KPXB(TV), Conroe, Texas;

WHEREAS, Club Communications is the licensee of KVIT-LP, Victoria, Texas;

WHEREAS, on January 7, 2002, Paxson applied to the Federal Communications Commission ("FCC") to modify KPXB(TV), Conroe, Texas (FCC File Number BMPCT-20020107AAJ);

WHEREAS, on January 22, 2002, Club Communications applied to the FCC to modify KVIT-LP, Victoria, Texas (the "Application") (FCC File Number BPTTA-20020122ABH);

WHEREAS, on March 29, 2002, Paxson filed a Petition to Deny the Application (the "Petition"); and

WHEREAS, the parties believe that this Agreement serves the public interest because it furthers a more efficient use of television spectrum and a more expeditious resolution of the Application.

NOW THEREFORE, in consideration of the mutual promises made herein, and intending to be legally bound hereby, the parties agree as follows:

1. Within three business days of the execution of this Agreement, Paxson shall file with the FCC a request for withdrawal of the Petition.
2. Upon the FCC's approval of Paxson's withdrawal of the Petition,
 - (i) Club Communications will forever waive any and all rights to interference protection that KVIT-LP may now or hereafter acquire with respect to KPXB(TV)'s facilities as such facilities currently exist or as they may be modified in any respect in the future, including but not limited to a change in KPXB(TV)'s transmitter site;
 - (ii) Club Communications shall ensure that KVIT-LP will not cause any interference to KPXB(TV) as KPXB(TV)'s facilities currently exist or as they may be modified in any respect in the future, including but not limited to a change in KPXB(TV)'s transmitter site;
 - (iii) Club Communications will not file or interpose any objection with any governmental agency against any KPXB(TV) facilities modifications that are currently pending or that hereafter may be proposed, including but not limited to a change in KPXB(TV)'s transmitter site; and

- (iv) Club Communications will take all actions necessary to remedy any cases of actual interference to KPXB(TV)'s signal within thirty (30) days of notification by Paxson or by any television viewer so affected.

3. The parties agree to submit this agreement to the FCC with the executed attached declaration. In consideration of its effectuation of this Agreement, other than as set forth in this Agreement, neither party shall provide any other consideration to the other party or to any other person, and neither party shall receive any other consideration from the other party or from any other person.

4. Neither party to this Agreement shall interpose, encourage, or support any objection of any kind with respect to the dismissal of the Petition. Each party to this Agreement shall cooperate with the other party and with the FCC by expeditiously providing to each other and to the FCC, or both, all additional information that may be reasonably required, and by expeditiously executing and filing all additional documents that may be necessary or appropriate to comply with the FCC's rules or to effectuate the objectives of this Agreement.

5. Because of the unique nature of the FCC authorizations which are the subject matter of this Agreement, specific performance shall be available as a remedy for breach of this Agreement in addition to all other appropriate legal or equitable remedies.

6. Each party hereto expressly warrants that it has the full power and authority to enter into this Agreement and to execute the same, and that there is no constraint upon such party's legal ability to perform its obligations hereunder.

7. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by courier or sent by registered or certified mail, first class, postage prepaid, or by telex, cable, telegram, facsimile machine or similar written means of communication, addressed as follows:

(a) If to Paxson:

William L. Watson, Esq.
Vice President and Assistant General Counsel
Paxson Communications Corporation
601 Clearwater Park Road
West Palm Beach, FL 33401
(fax: 561/659-4754)

With a copy to:

John R. Feore, Jr., Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036
(fax: 202/776-2222)

(b) If to Club Communications:

1129 COMAL
Corpus Christi, Texas 78407
(fax: _____)

With a copy to:

Lee J. Peltzman, Esquire
Shainis & Peltzman, Chartered
1850 M Street, N.W.
Suite 240
Washington, DC 20036
(fax: 202/293-0810)

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other parties hereto. Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third (3rd) Business Day following the date mailed, and (ii) if personally delivered or otherwise sent as provided above, on the date received.


8. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by any affected parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns. This Agreement shall be governed by and construed under the laws of the state of Texas, without regard to principles of conflicts of law.

9. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

PAXSON HOUSTON LICENSE, INC.

CLUB COMMUNICATIONS



Name: William L. Watson
Title: Secretary

By:
Title:

(b) If to Club Communications:

Jerry Benavides
1129 COMAL
Corpus Christi, Texas 78407
(fax: (361) 883-3160)

With a copy to:

Lee J. Peltzman, Esquire
Shainis & Peltzman, Chartered
1850 M Street, N.W.
Suite 240
Washington, DC 20036
(fax: 202/293-0810)

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other parties hereto. Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third (3rd) Business Day following the date mailed, and (ii) if personally delivered or otherwise sent as provided above, on the date received.

8. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by any affected parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns. This Agreement shall be governed by and construed under the laws of the state of Texas, without regard to principles of conflicts of law.

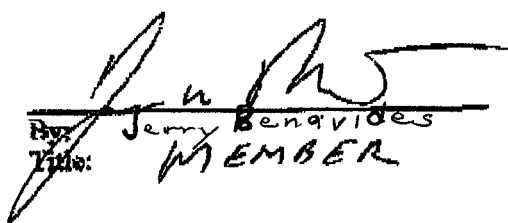
9. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

PAXSON HOUSTON LICENSE, INC.

CLUB COMMUNICATIONS

Name: William L. Watson
Title: Secretary



Name: Jerry Benavides
Title: MEMBER

ATTACHMENT

DECLARATION OF WILLIAM L. WATSON

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

In re Matter of:)	
)	
Club Communications)	FCC File Number BPTTA-20020122ABH
Application to Modify)	
KVIT-LP, Victoria, Texas)	

DECLARATION OF WILLIAM L. WATSON

I, William L. Watson, hereby declare and say:

I am the Secretary of Paxson Houston License, Inc. ("Paxson")

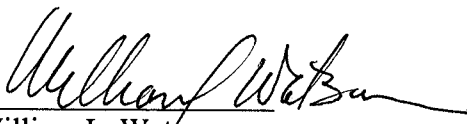
On March 29, 2002, Paxson filed a Petition to Deny the application of Club Communications to modify KVIT-LP, Victoria, Texas (the "Petition"). See FCC File Number BPTTA-20020122ABH.

Paxson has concluded that the public interest would be served by the withdrawal and dismissal of the Petition upon the execution of the Settlement Agreement to which this declaration is attached.

Paxson did not file the Petition for the purpose of reaching or carrying out a settlement with Club Communications. Except as recited in the Settlement Agreement between Paxson and Club Communications, no money or other consideration, directly or indirectly, has been paid or promised to Paxson or its principals in this proceeding.

No other person or entity has paid or promised any consideration to Paxson in return for the dismissal of the Petition.

I declare under penalty of perjury that this statement is true and correct.



William L. Watson
Secretary
Paxson Houston License, Inc.

May 1, 2002