

ORIGINAL

ALLEN, MOLINE & HAROLD

ROBERT G. ALLEN
DENISE B. MOLINE
DOUGLAS W. HAROLD, JR.
ROBERT L. GALBREATH

SUITE 200
10500 BATTLEVIEW PARKWAY
POST OFFICE BOX 2126
MANASSAS, VIRGINIA 22110
(703) 361-2278
FAX (703) 361-0594

ORIGINAL
FILE

SUITE 200
2000 L STREET, N.W.
WASHINGTON, D.C. 20036

5413 MAIN STREET
STEPHENS CITY, VIRGINIA 22655

LLOYD D. YOUNG
OF COUNSEL

June 26, 1992

RECEIVED

Ms. Donna R. Searcy, Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

JUN 26 1992

Federal Communications Commission
Office of the Secretary

Re: MM Docket No. 92-50
Clemson, South Carolina
M&A #15120

Dear Ms. Searcy:

On behalf of Golden Corners Broadcasting, Inc., ("GCBI") Fisher Communications of Clemson, Inc. ("Fisher") and Clemson Broadcasting, Inc., ("CBI") Applicants in the above-referenced Docket proceeding for a new FM Station at Clemson, South Carolina, there is transmitted herewith a Joint Amendment to the Joint Petition for Approval of Settlement Agreement previously filed by the parties on May 4, 1992.

The Settlement Agreement among the parties has been renegotiated and restructured to provide for the reimbursement by GCBI of Fisher's and CBI's expenses, the dismissal of Fisher's and CBI's applications, and the survival of GCBI as the remaining applicant. A copy of the Amendment to Settlement Agreement is attached. GCBI also seeks withdrawal of its prior amendment to substitute Three Lakes Broadcasting, Inc. as the successor to GCBI and CBI.

New Declarations in compliance with §73.3525 of the Rules are provided in support of the Settlement Agreement as amended herein.

Should there be any question regarding the attached Joint Amendment to Joint Petition, please contact the undersigned.

Very truly yours,

Denise B. Moline
Denise B. Moline

DBM:wp
Attachment

No. of Copies rec'd _____
List A B C D E

046

ORIGINAL

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C.

In re Applications of)	MM DOCKET NO. 92-50
)	
GOLDEN CORNERS BROADCASTING, INC.)	FILE NO. BPH-901218MH
)	
FISHER COMMUNICATIONS OF)	FILE NO. BPH-901219MB
CLEMSON, INC.)	
)	
CLEMSON BROADCASTING, INC.)	FILE NO. BPH-901219MD
)	
)	
For Construction Permit for a)	
New FM Station on Channel 285A)	
Clemson, South Carolina)	

RECEIVED

To: Honorable Walter C. Miller
Administrative Law Judge

JUN 26 1992

Federal Communications Commission
Office of the Secretary

JOINT AMENDMENT TO JOINT PETITION
FOR APPROVAL OF SETTLEMENT AGREEMENT

Golden Corners Broadcasting, Inc., ("GCBI"), Fisher Communications of Clemson, Inc., ("Fisher"), and Clemson Broadcasting, Inc. ("CBI") by Counsel hereby submit the instant Joint Amendment to the Joint Petition for Approval of Settlement Agreement filed by the Parties on May 4, 1992.

1. The instant Joint Amendment is prompted by the Presiding Judge's Memorandum Opinion and Order, FCC 92M-651 (Released June 9, 1991) wherein questions regarding the grantability of the previously filed Joint Petition for Approval of Settlement Agreement were raised. As a result of the questions raised concerning one of the proposed participants in the merged entity which, under the original Settlement Agreement filed by the Parties, would have acquired a construction permit for a new FM

Station in Clemson, South Carolina, the parties have renegotiated their Settlement Agreement, and have amended that Agreement.

2. The Parties have agreed to amend their Settlement Agreement of May 1, 1992 to provide for grant of a construction permit to GCBI, rather than to Three Lakes Broadcasting, Inc., the originally-proposed merged entity. Three Lakes Broadcasting, Inc. will be dissolved. CBI has agreed to dismiss its application in return for reimbursement by GCBI of a substantial portion of its reasonable and prudent expenses in pursuit of a construction permit for Clemson, South Carolina, and will not participate with GCBI in ownership of the proposed station. Fisher will dismiss its application for reimbursement of its expenses, including any additional legal expenses incurred in connection with the Amendment to Settlement and this Joint Amendment. GCBI has agreed to undertake to reimburse Fisher for its expenses in pursuit a construction permit for Clemson. A copy of the Amendment to Settlement Agreement is attached hereto.

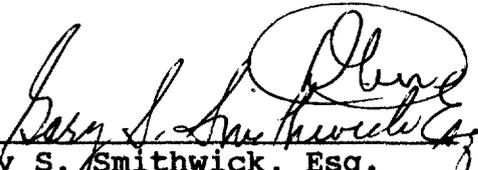
3. The Settlement Agreement together with the Amendment to Settlement Agreement represents the entire understanding of the parties regarding settlement of this proceeding; there are no ancillary or oral agreements. Declarations of the applicants affirming that the Settlement Agreement as amended represents the entire agreement of the Parties, and that no other consideration has been promised or paid are attached. CBI has provided an itemization of its legitimate and prudent expenses, and Fisher has supplemented its original itemization as necessary to support the

additional payment to Fisher set forth in the Amendment to Settlement Agreement.

4. Approval of the amended Settlement Agreement is in the public interest. The questions raised by the Presiding Judge in the aforementioned Memorandum Opinion and Order will become moot by virtue of dismissal of CBI's application, and will be resolved as necessary by the Commission in CC Docket No. 91-142. Approval of the amended Settlement Agreement will result in expeditious resolution of this proceeding, and grant of a construction permit to GCBI will result in prompt initiation of a new broadcast service to Clemson, South Carolina.

WHEREFORE, it is respectfully requested that the Presiding Judge ACCEPT this Joint Amendment to Joint Petition for Approval of Settlement Agreement, GRANT the Joint Petition for Approval of Settlement Agreement as amended herein, GRANT the application of GCBI, and DISMISS the applications of Fisher and CBI.

FISHER COMMUNICATIONS OF
CLEMSON, INC.

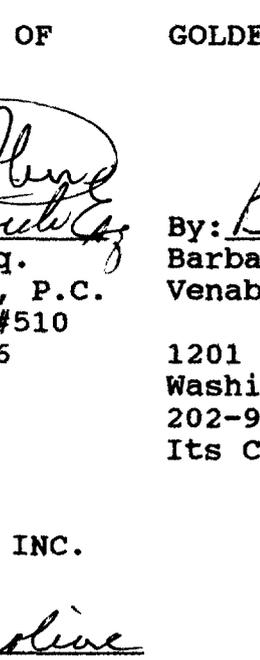
By: 
Gary S. Smithwick, Esq.
Smithwick & Belendiuk, P.C.
1990 M Street, N.W., #510
Washington, D.C. 20036
202-785-2800
Its Counsel

Respectfully submitted,

GOLDEN CORNERS BROADCASTING, INC.

By:
Barbara L. Waite, Esq.
Venable, Baetjer, Howard
& Civiletti
1201 New York Ave. N.W. #1000
Washington, D.C. 20005
202-962-4811
Its Counsel

CLEMSON BROADCASTING, INC.

By: 
Denise B. Moline, Esq.
Allen, Moline & Harold
10500 Battleview Parkway, Suite 200
P.O. Box 2126
Manassas, VA 22110
703-361-2278
Its Counsel

June 26, 1992

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Amendment") is entered into by and among Golden Corners Broadcasting, Inc. ("Golden"), Clemson Broadcasting, Inc. ("Clemson") and Fisher Communications of Clemson, Inc. ("Fisher"), collectively referred to hereinafter as "Parties", as of this 24th day of June, 1992.

WITNESSETH

WHEREAS the Parties filed a Joint Petition for Approval of Settlement Agreement ("Joint Petition") and a Settlement Agreement dated May 1, 1992 ("Settlement Agreement") with the Commission on May 4, 1992; and

WHEREAS, the Parties wish to renegotiate the terms of the Settlement Agreement, in order to expedite grant of an FM Construction Permit at Clemson, South Carolina; and

WHEREAS, Clemson is willing to dismiss its application in return for reimbursement of a substantial portion of its costs in expenses in pursuit of a construction permit for Clemson, South Carolina; and

WHEREAS, the effectuation of the provisions of the Settlement Agreement as amended herein will resolve the mutual exclusivity among the Parties and will result in the provision of additional aural broadcast service to Clemson, South Carolina;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and subject to § 73.2525 of the FCC's Rules, the Parties hereto hereby agree to amend the Settlement Agreement as follows:

1. Paragraph No. 2 of the Settlement Agreement is deleted in its entirety.

2. Paragraph No. 3 of the Settlement Agreement is deleted in its entirety. Golden Corners shall remain as the sole remaining applicant for the Station, and shall withdraw its amendment to substitute Three Lakes Broadcasting, Inc., the merged entity, for Golden and CBI.

3. Paragraph No. 4 of the Settlement Agreement is renumbered and amended as follows:

2. Payment to Fisher. Golden shall pay to Fisher the sum of Seven Thousand Six Hundred Seventeen and 47/100 Dollars (\$7,617.47), plus any additional legal expenses incurred in connection with the Amendment to Settlement Agreement and Amendment to Joint Petition for Approval of Settlement Agreement in an amount not to exceed One Thousand and No/100 Dollars (\$1,000.00), for a total sum of Eight Thousand Six Hundred Seventeen and 47/100 Dollars (\$8,617.47), or expenses actually incurred, whichever is less, which sum is the total of Fisher's costs and expenses in connection with Fisher's pursuit of an FM Station at Clemson, South Carolina (exclusive of the Hearing Fee, a refund of which Fisher will seek from the Commission if this Amendment to Settlement Agreement is approved) as set forth in the itemization attached to the Settlement Agreement and this Amendment. Within 15 days of the execution of this

Agreement, Golden shall place into escrow with its attorney such additional sum as necessary for full payment to Fisher, which sum shall be paid to Fisher within 45 days of the Commission's Order approving this Settlement Agreement as amended herein, dismissing Fisher's and CBI's applications and granting Golden's application for Clemson, South Carolina.

4. A new paragraph 3 is added as follows:

3. Payment to Clemson. Golden shall pay to Clemson the sum of Fourteen Thousand One Hundred Eighty-six and 45/100 Dollars (\$14,186.45), which sum is less than the total of Clemson's costs and expenses in connection with its pursuit of an FM Station at Clemson, South Carolina (exclusive of the Hearing Fee, a refund of which Clemson will seek from the Commission if this Settlement Agreement as amended herein is approved) as set forth in the itemization attached hereto. Within 15 days of the execution of this Amendment, Golden shall place the payment to Clemson in escrow with its attorney, which sum shall be paid to Clemson within 45 days of the Commission's order approving this Settlement Agreement as amended, dismissing Fisher's and Clemson's applications, and granting Golden's application for Clemson, South Carolina.

5. Paragraphs 5 through 15 of the Settlement Agreement are renumbered 4 through 14 respectively.

6. The Parties will join in filing an Amendment to the Joint Petition for Approval of Settlement Agreement, seeking approval of the Settlement Agreement as amended herein, grant of Golden's application for a new FM Station at Clemson, South Carolina, and dismissal of the applications of Fisher and Clemson. The Amendment to the Joint Petition for Approval of Settlement Agreement shall be prepared by Counsel for Clemson.

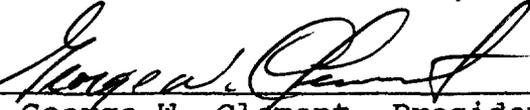
7. This Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

8. Golden Corners represents that it is qualified to be a Commission licensee. All Parties represent that they have no knowledge of any facts or circumstances which would cause this Agreement as amended to be disapproved by the Federal Communications Commission.

IN WITNESS WHEREOF, this Amendment to Settlement Agreement has been executed by and on behalf of each of the Parties below:

GOLDEN CORNERS BROADCASTING, INC.

6-23-92
Date

By: 
George W. Clement, President

CLEMSON BROADCASTING, INC.

Date

By: _____
Cheryl M. Lee, President

FISHER COMMUNICATIONS OF CLEMSON, INC.

Date

By: _____
Joanne Fisher, President

6. The Parties will join in filing an Amendment to the Joint Petition for Approval of Settlement Agreement, seeking approval of the Settlement Agreement as amended herein, grant of Golden's application for a new FM Station at Clemson, South Carolina, and dismissal of the applications of Fisher and Clemson. The Amendment to the Joint Petition for Approval of Settlement Agreement shall be prepared by Counsel for Clemson.

7. This Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

8. Golden Corners represents that it is qualified to be a Commission licensee. All Parties represent that they have no knowledge of any facts or circumstances which would cause this Agreement as amended to be disapproved by the Federal Communications Commission.

IN WITNESS WHEREOF, this Amendment to Settlement Agreement has been executed by and on behalf of each of the Parties below:

GOLDEN CORNERS BROADCASTING, INC.

Date

By: _____
George W. Clement, President

CLEMSON BROADCASTING, INC.

6-24-92
Date

By: Cheryl M. Lee
Cheryl M. Lee, President

FISHER COMMUNICATIONS OF CLEMSON, INC.

Date

By: _____
Joanne Fisher, President

6. The Parties will join in filing an Amendment to the Joint Petition for Approval of Settlement Agreement, seeking approval of the Settlement Agreement as amended herein, grant of Golden's application for a new FM Station at Clemson, South Carolina, and dismissal of the applications of Fisher and Clemson. The Amendment to the Joint Petition for Approval of Settlement Agreement shall be prepared by Counsel for Clemson.

7. This Amendment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

8. Golden Corners represents that it is qualified to be a Commission licensee. All Parties represent that they have no knowledge of any facts or circumstances which would cause this Agreement as amended to be disapproved by the Federal Communications Commission.

IN WITNESS WHEREOF, this Amendment to Settlement Agreement has been executed by and on behalf of each of the Parties below:

GOLDEN CORNERS BROADCASTING, INC.

Date

By: _____
George W. Clement, President

CLEMSON BROADCASTING, INC.

Date

By: _____
Cheryl M. Lee, President

FISHER COMMUNICATIONS OF CLEMSON, INC.

6/24/92
Date

By: Joanne Fisher
Joanne Fisher, President

DECLARATION

I, George W. Clement, President of Golden Corners Broadcasting, Inc. ("GCBI"), do hereby declare under penalty of perjury that the following is true and correct:

1. GCBI is an applicant for a construction permit for a new FM Station on Channel 285A in Clemson, SC (File No. BPH-901218MH).

2. The Settlement Agreement, together with the Amendment to Settlement Agreement is a correct representation of the Agreement among the parties, and represents the entire agreement of the competing applicants in settlement of the comparative proceeding designated for Hearing in MM Docket No. 92-50. There are no other oral or written understandings, and neither GCBI nor its principals have paid or promised to pay any money or any other consideration whatsoever to Fisher Communications of Clemson, Inc. (Fisher) or to Clemson Broadcasting, Inc. (CBI) in connection with the dismissal of their applications, other than that consideration set forth in the Settlement Agreement and the Amendment to Settlement Agreement.

3. The application of GCBI was not filed for the purpose of reaching a settlement agreement or any other such agreement with Fisher or CBI, or any other person or entity.

4. The Settlement Agreement as amended is in the public interest because it eliminates the necessity for a hearing in this proceeding, and will permit the prompt initiation of new FM service to Clemson, SC.

GOLDEN CORNERS BROADCASTING, INC.

6-23-92
Date


George W. Clement, President

DECLARATION

I, JoAnn S. Fisher, President of Fisher Communications of Clemson, Inc. ("Fisher") do hereby declare under penalty of perjury that the following is true and correct:

1. Fisher is an applicant for a construction permit for a new FM Station on Channel 285A in Clemson, SC (File No. BPH-901219MB).

2. No consideration has been or will be given to, or has been paid by, Fisher in connection with the dismissal of its application, except as provided in the Settlement Agreement and the Amendment to Settlement Agreement among the parties. The consideration to be paid to Fisher, in the total amount of

, represents the total of the legitimate and prudent expenses of Fisher in preparing and prosecuting its application, including the Settlement Agreement and the Amendment to Settlement Agreement, but exclusive of the Hearing Fee paid to the FCC.

3. My application was not filed for the purpose of reaching a settlement agreement or any other such agreement with Golden Corners Broadcasting, Inc. or Clemson Broadcasting, Inc. or any other person or entity.

4. Approval of the Settlement Agreement as amended is in the public interest because it eliminates the need for a hearing in this proceeding and permits the prompt initiation of new FM service to Clemson, SC.

FISHER COMMUNICATIONS OF CLEMSON, INC.

6/24/92
Date

By: JoAnn S. Fisher
JoAnn S. Fisher, President

DECLARATION

I, Cheryl M. Lee, President of Clemson Broadcasting, Inc. (CBI) an applicant for a new FM station in Clemson, South Carolina, (File No. BPH-901219MD) hereby declare under penalty of perjury that neither CBI nor any of its officers, directors or principals have been paid or promised any money or any other consideration whatsoever, or have paid or promised any money or other consideration to any party in connection with the dismissal of CBI's application, other than that consideration set forth in the Settlement Agreement and the Amendment to Settlement Agreement. This consideration, in the amount of \$14,186.45, represents a substantial portion of the total legitimate and prudent expenses of CBI in preparing and prosecuting its application, including this settlement agreement and the amendment thereto, but exclusive of the Hearing Fee paid to the FCC.

I have reviewed the Settlement Agreement and the Amendment to Settlement Agreement, and they constitute a correct representation of the agreement among the parties. Approval of the Settlement Agreement as amended would be in the public interest because it would obviate the necessity for a hearing, and would expedite the institution of new FM service at Clemson, South Carolina.

I certify that CBI's application was not filed for the purpose of reaching or implementing this or any other Settlement Agreement.

6-24-92
Date

Cheryl M. Lee
Cheryl M. Lee, President
Clemson Broadcasting, Inc.

June 2~~4~~, 1992

ITEMIZATION OF CLEMSON BROADCASTING, INC.'S EXPENSES

Allen, Moline & Harold	12,500.00
Oconee Publishing Inc.	23.75
Postage	19.00
John P. Allen, Airspace Cons.	360.00
FCC	6,760.00
SC Tax Commission	25.00
SC Tax Commission	25.00
Pettigrew & Ivester, CPA	250.00
Allen, Moline & Harold	108.98
Fisher Comm. of Clemson, Inc.	3,732.56
Federal Express	15.15
Allen, Moline & Harold	1,261.80
Federal Express	5.15
	<hr/>
	25,086.39
	=====

I certify that the foregoing is a true and correct itemization of the expenses of Clemson Broadcasting, Inc. in pursuit of a new FM Station at Clemson, South Carolina.

6-24-92

DATE

Cheryl M. Lee

Cheryl M. Lee, President
Clemson Broadcasting, Inc.

CERTIFICATE OF SERVICE

I, Constance E. Carreiro of the Law Firm of Allen, Moline & Harold, do hereby certify that I have caused to be served, this 26th day of June, 1992, by First-class mail, postage prepaid, a copy of the foregoing "Joint Amendment to Joint Petition for Approval of Settlement" on the following:

- * Honorable Walter C. Miller
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W., Suite 213
Washington, D.C. 20554

- * Paulette Laden, Esq.
Hearing Branch
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554
Counsel for the Mass Media Bureau

Barbara L. (Pixie) Waite, Esq.
Benable, Baetjer, Howard & Civiletti
1201 New York Avenue, N.W., Suite 1000
Washington, D.C. 20005-3917
Counsel for Golden Corners Broadcasting, Inc.

Gary S. Smithwick, Esq.
Smithwick & Belendiuk, P.C.
1990 M Street, N.W., Suite 510
Washington, D.C. 20036
Counsel for Fisher Communications of Clemson, Inc.



Constance E. Carreiro

*Courtesy Copy-Hand Delivered