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Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of)	MM Docket No. 98-198
)	
Amendment of Section 73.202(b))	RM-
Table of Allotments)	
FM Broadcast Stations)	
(Cross Plains, Texas))	

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

To: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

**MOTION TO WITHDRAW
AND DISMISS COUNTERPROPOSAL**

Sonoma Media Corporation, ("Sonoma"), by its Counsel,
herewith submits the instant Motion to Withdraw and Dismiss
Counterproposal. In support whereof, the following is submitted:

On December 21, 1998, a Comments and Counterproposal was
filed in this proceeding jointly on behalf of Gulfwest
Broadcasting Company, at that time licensee of KVCQ(FM), Cuero,
Texas, and Sonoma Media Corporation, the proposed Assignee of
KVCQ, requesting the upgrade and relocation of that station. The
assignment application was subsequently approved and the station
sale to Sonoma consummated, leaving Sonoma as the sole proponent
of the subject Counterproposal. 1/

Approximately five months after filing its Counterproposal,
Sonoma entered into negotiations with two other parties, Palmetto

1/ These facts were reported to the Commission in a Factual
Update filed by Sonoma on June 30, 1999.

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DECLARATION

ROY E. HENDERSON, under penalty of perjury hereby states and declares the following:

That I am the President and sole shareholder of Sonoma Media Corporation, which has been the the sole licensee of Radio Station KVCQ(FM) in Cuero, Texas; and

That Sonoma is the sole proponent of a rulemaking counterproposal filed on December 21, 1998, in MM Docket No. 98-198, styled as Table of Allotments for Cross Plains, Texas, in which it was requested, inter alia, that KVCQ's operating channel of 249C3 in Cuero be moved and upgraded to channel 249C2 in Luling, Texas, and KVCQ's license be modified to that upgraded channel and new community of license.

Approximately five months thereafter in May of 1999, Sonoma entered into negotiations for a combined joint broadcast endeavor with two other parties, Palmetto Radio Group and Heftel Broadcasting Corporation. The parties agreed to form a new company to be called Rawhide Radio LLC, which would include Sonoma as a 51% owner along with Sonoma's contribution of its 100% ownership interest in KVCQ, and which would propose the future acquisition of other broadcast properties. As part of that Agreement (attached hereto) Sonoma agreed to move to withdraw its interest in Docket 98-198 upon approval by the Commission of the transfer of license of KVCQ to Rawhide. There was however no consideration assigned to that agreement to withdrawal and it was specifically stipulated and agreed to by all parties that the formation of Rawhide Radio was independent and not contingent upon that action and would proceed irrespective of whatever action the Commission might take upon the Sonoma Motion to Withdraw its interest in Docket 98-198. (See fourth "Whereas" clause in Agreement).

Formation of Rawhide and transfer of the license of KVCQ to that new company was approved by the Commission on July 28, 1999, and closed on August 3, 1999. Consistent therewith, Sonoma Media Corporation hereby moves to withdraw and dismiss its above-referenced Counterproposal in Docket 98-198.

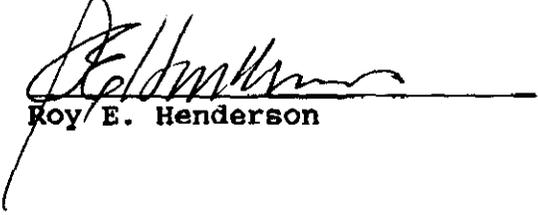
In compliance with section 1.420(j) of the Commission's rules, and consistent with what has been stated above, Roy E. Henderson, President and 100% owner of Sonoma, hereby states that neither he nor Sonoma nor anyone affiliated with him or Sonoma, has either received or paid any consideration of any kind to or from any other party, or the principals of any other party to this proceeding, or any affiliate of any such party or principal,

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nor are there any agreements, written or oral, express or implied, between Sonoma or Henderson or anyone affiliated with Sonoma or Henderson for any such payment or consideration to or from any such principal, party, or affiliate, in exchange for, or relative to, this motion to withdrawal from the proceeding.

The above statements of fact are true and correct to the best of my own personal knowledge and belief.

Signed and dated this *3rd* day of *August*, 1999.



Roy E. Henderson

AGREEMENT

This Agreement (the "Agreement") is made and entered into this 1st day of July, 1999, by and between Sonoma Media Corporation, ("Sonoma"), Hispanic Broadcasting Corporation ("HBC"), and Palmetto Radio Group ("Palmetto") (each, a "Party," and collectively, the "Parties"). This Agreement supersedes for all purposes the May 10, 1999 Agreement among the parties.

WHEREAS, Sonoma is the licensee of KVCQ(FM), Cuero, Texas (the "Station");

WHEREAS, Sonoma desires to sell a forty-nine percent (49%) interest in the station, and HBC and Palmetto each desire to acquire a twenty-four and one-half percent (24.5%) interest in the Station pursuant to Articles and Regulations to be negotiated between the Parties;

WHEREAS, Sonoma, HBC, and Palmetto have individually filed various applications, petitions, counterproposals and other pleadings before the Federal Communications Commission ("FCC") that remain pending and may from time to time file additional pleadings, and each desires to prosecute its pleadings free from any opposition by the others; and

WHEREAS the Parties acknowledge that the withdrawal of any interest in a proposal is subject to FCC approval and requires a finding that no consideration was given or promised in exchange for such withdrawal, but the Parties desire to consummate their respective purchases and sales of the interests in the Station recited above under the terms hereof regardless of whether the FCC approves or disapproves of any such withdrawal;

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the Parties, intending to be legally bound hereby, agree as follows;

1. Sonoma agrees to sell, and HBC and Palmetto agree to purchase, a forty-nine percent (49%) interest in the Station, which shall be held by a new company to be called Rawhide Radio, LLC ("Rawhide"), to be apportioned equally between HBC and Palmetto, for a total purchase price of SIX HUNDRED THOUSAND DOLLARS (\$600,000). HBC and Palmetto each agree to pay Sonoma, at closing, THREE HUNDRED THOUSAND (\$300,000) in exchange for each respective Party's twenty-four and one-half percent (24.5%) interest in the Station. Closing shall occur three business days after the date on which the Parties shall have received FCC approval of the assignment of the license of the Station to Rawhide.

2. The Parties shall form Rawhide ("Rawhide"), owned fifty-one percent (51%) by Sonoma, twenty-four and one-half percent (24.5%) by HBC and twenty-four and one-half percent (24.5%) by Palmetto, to be organized as a limited liability company under Texas law. The Parties shall cooperate to cause Rawhide to become the owner of the Station, its licenses, and all its assets through a merger and assignment, the form of which shall be mutually agreed upon by the Parties. The operating agreement for Rawhide shall provide that the unanimous consent of the members shall be required to (i) transact any business other than owning and operating the station; (ii) take any action with regard to the Station that is not in the normal course of business; (iii) take any action that could jeopardize the Station's license; or (iv) advocate any position, or file any application pleading or other paper on behalf of Rawhide with the Federal Communications Commission ("FCC") on any matter.

3. The new entity shall seek an upgrade of the Station to Class C1 (100,000 watts) and relocation of its transmitter to a tower in Gonzales County, Texas, in order to serve, in addition to Cuero, a portion of a larger surrounding area. Expenses related to the upgrade shall be paid pro-rata by Sonoma, HBC and Palmetto according to their respective ownership interests. Such expenses may include, but shall not be limited to, costs related to a new tower, necessary equipment, payments to cooperating stations for changing their facilities to enable the upgrade, and legal and engineering expenses.

4. If and when the Station is sold, the net proceeds from the sale of the Station (after the payment of sale expenses and Rawhide liabilities) shall be apportioned among Sonoma, HBC and Palmetto according to their respective ownership interests. The sales price for the upgraded Station shall be determined by mutual agreement among the Parties.

5. If any two of the Parties ("Selling Parties") desire to accept a bona fide offer to purchase the Station ("Bona Fide Offer") from some person other than the third Party ("New Purchaser"), then they shall first notify the remaining third Party ("Remaining Party") in writing. The Remaining Party shall either (i) purchase each of the Selling Parties' interests in the Station on the terms of the Bona Fide Offer at a price proportional to each Selling Party's respective percentage ownership of the Station, or (ii) sell its interest in the Station to the New Purchaser on the terms of the Bona Fide Offer at a price proportional to its ownership interest in the Station. The choice of whether to purchase or sell shall be made by the Remaining Party at its sole discretion within thirty (30) days after receiving notice of the Bona Fide Offer from the Selling Parties.

6. From and after the date of this agreement, each Party, and any entity under common ownership or control with any Party, shall refrain from filing any opposition, petition, comment, reply, motion or other pleading with the FCC that may be detrimental to the position of either of the other Parties in MM Docket 98-

198. In addition, (i) HBC and Palmetto shall cooperate with Sonoma's efforts to have its pending rule making request to change the city of license for KVQC to Luling, Texas granted by the FCC; (ii) Sonoma shall, prior to the date of the closing of the transactions contemplated in the Regulations of Rawhide (the "Closing"), circulate an unsigned draft of a withdrawal of its interest in MM Docket 98-198 to allot channel 272C1 to Cross Plains, Texas (the "Withdrawal") to be approved by HBC and Palmetto; and, Sonoma shall, on the date of Closing execute the Withdrawal, and, shall on that Closing date file such Withdrawal with the FCC; provided, however, that it is recognized and agreed that the successful completion of the Closing is a required condition precedent to any such filing, that closing must be completed by 10 A.M. Central Time on any day that such filing would be required, and if completed but not completed by that time, the Withdrawal would be filed on the next business day, and in no event shall Sonoma be required to file its Withdrawal before such Closing is so completed; and (iii) Sonoma shall use its best efforts to cause Wagonwheel Broadcasting of Santa Anna to refrain from filing any such opposition, petition, comment, reply, motion, or other pleading that may be detrimental to the position of either of the other Parties in any proceeding before the FCC.

For purposes of this Agreement, the Closing shall be deemed to be completed upon the receipt of written confirmation that funds have been wired.

7. If any term or 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 benefits of this Agreement for any Party. For the purposes of this Paragraph 7, each Party specifically acknowledges that continuation of this Agreement without section (ii) of Paragraph 6 would not materially diminish the benefits of this Agreement for that Party.

8. This Agreement sets forth the entire understanding of the Parties at the time of execution and delivery hereof with respect to the subject matter hereof and may not be amended except by written amendment signed by all the Parties. All prior agreements between the Parties with respect to the subject matter hereof shall be of no further force or effect. The undersigned each represents and warrants that each has the requisite authority to bind their respective Parties to the terms and obligations of this Agreement.

9. If any Party breaches its obligations under this Agreement, the other Parties shall each have the right to seek injunctive relief and/or specific performance. The breaching Party agrees to waive any defense as to the adequacy of the other Parties' remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

10. No Party shall assign this Agreement or delegate its performance

without the written consent of the other Parties, and any purported assignment without those consents shall be void and of no effect. It is agreed that HBC may assign this agreement to any wholly-owned subsidiary of HBC.

11. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were the same instrument.

[Signature page follows.]

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

SONOMA MEDIA CORPORATION

Roy Henderson
President

HBC BROADCASTING CORPORATION

McHenry T. Tichenor, Jr.
President

PALMETTO RADIO GROUP, INC.



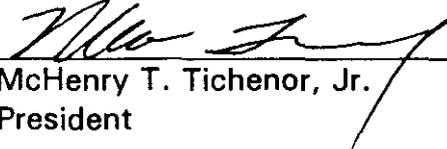
Edward F. Seeger
President

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HBC BROADCASTING CORPORATION

McHenry T. Tichenor, Jr.
President

PALMETTO RADIO GROUP, INC.

Edward F. Seeger
President

CERTIFICATE OF SERVICE

I, Robert J. Buenzle, do hereby certify that copies of the foregoing MOTION TO WITHDRAW AND DISMISS COUNTERPROPOSAL have been served by United States mail, postage prepaid this 3rd day of August, 1999, upon the following:

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Living World Church of Brownwood, Inc.
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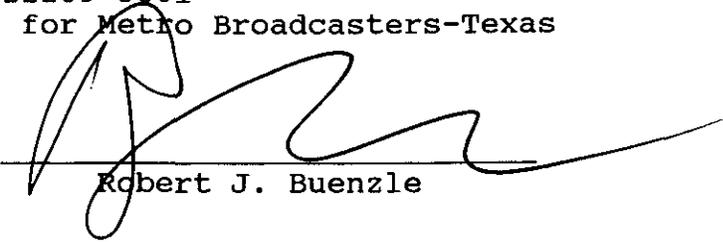
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