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MAR 2 0 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

March 20, 2001

Magalie Roman Salas, Esq.
Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-B204
Washington, D.C. 20554

Re: MM Docket No. 00-138
RM-9896
Boca Raton, Florida

Dear Ms. Salas:

Transmitted herewith, on behalf of Guenter Marksteiner, are an original and four copies of his "Comments in Opposition to Letter Request" in the above-referenced proceeding.

Should any questions arise concerning this matter, please communicate with this office.

Very truly yours,

Anne Goodwin Crump

Anne Goodwin Crump
Counsel for Guenter Marksteiner

Enclosures

AGC:pp

No. of Copies rec'd 0+4
List A B C D E

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

RECEIVED

MAR 2 0 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of	)	
	)	
Amendment of Section 73.622(b),	)	MM Docket No. 00-138
Table of Allotments,	)	RM-9896
Digital Television Broadcast Stations.	)	
(Boca Raton, Florida)	)	

Directed to: Chief, Video Services Division

COMMENTS IN OPPOSITION TO LETTER REQUEST

Guenter Marksteiner ("Marksteiner"), by his attorneys, hereby respectfully submits his Comments in Opposition to the letter request of the School Board of Broward County ("School Board") for termination of the above-captioned proceeding without making any changes in the DTV Table of Allotments and for withdrawal of the School Board's request for approval of the Settlement Agreement which led to initiation of the instant proceeding. With respect thereto, the following is stated:

1. The School Board is the current licensee of WPPB-TV, Boca Raton, Florida. It acquired the authorization for the station from Channel 63 of Palm Beach, Inc. ("Channel 63"), which had in turn acquired the station's authorization from Palmetto Broadcasters Associated for Communities, Inc. ("Palmetto"). The instant proceeding resulted from a petition for rule making to change the DTV channel associated with WPPB-TV which was filed pursuant to a Settlement Agreement among Marksteiner, Palmetto, and Channel 63.

2. That Settlement Agreement brought about an end to lengthy pleading battles whereby Marksteiner had submitted that a further extension of Palmetto's construction permit was not warranted, and Palmetto had thereafter petitioned against Marksteiner's application for construction permit for a new DTV station at Stuart, Florida. Pursuant to the Settlement Agreement, Marksteiner on the one hand and Palmetto and Channel 63 on the other hand each agreed to drop their respective oppositions to each other's applications. The parties agreed that this resolution would best serve the public interest by removing the uncertainty of the status of WPPB-TV and by allowing the application for a new station at Stuart to move forward to a grant. Thereafter, on March 31, 2000, the Commission approved the Settlement Agreement and granted consent to assignment of the WPPB-TV permit to Channel 63. Only then could Channel 63 subsequently assign the authorization to the School Board, and without the Settlement Agreement considerable uncertainty would have remained as to the status of the authorization. As a part of the assignment of the WPPB-TV authorization, the School Board also accepted assignment of the Settlement Agreement, and it assumed the obligations of Channel 63 under that agreement.

3. In a letter dated February 26, 2001, the School Board now, however, has stated that it has terminated the Settlement Agreement and has sought to "withdraw[] its request for approval of the settlement." Marksteiner hereby notes that, although he is a party to the Settlement Agreement and the rule making proceeding, the School Board did not bother to serve Marksteiner with a copy of its letter request.[1] Nor, apparently, was the other party to the rule

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[1] Counsel for the School Board did fax a copy of the letter request to counsel for Marksteiner on March 5, 2001, after counsel for Marksteiner requested it.

making proceeding, Sherjan Broadcasting Co., Inc., served with the letter request. Rather, the School Board has acted entirely on its own and thus has made an unauthorized *ex parte* contact with the Commission. The School Board's letter should be dismissed by the Commission on that basis alone. It is quite clearly improper to seek to withdraw a settlement agreement without contacting the other parties to that agreement.

4. More importantly, however, it is now impossible for the School Board to withdraw its request for approval of the Settlement Agreement. As stated above, the Settlement Agreement was approved by the Commission on March 31, 2000, almost a year ago. That approval became final on May 10, 2000, over ten months ago. Accordingly, there is no settlement approval request pending which is subject to withdrawal. Obviously, a settlement agreement cannot be withdrawn many months after its approval becomes final. Moreover, the School Board provides no basis whatsoever on which the Commission could take the extraordinary step of rescinding its long-final approval of the Settlement Agreement. Indeed, the School Board has provided no rationale whatsoever for its attempt to terminate the Settlement Agreement.

5. It must be remembered that the School Board accepted the assignment of the WPPB-TV authorization subject to the assignment of the Settlement Agreement. Attached hereto as Exhibit 1 is a copy of Schedule 1(c) to the Asset Purchase Agreement whereby the School Board acquired the WPPB-TV authorization and assets. That schedule explicitly lists the Settlement Agreement as one of the contracts to be assumed by the School Board. Further, it is quite clear that the School Board was entirely cognizant of the Settlement Agreement and dealt fully with issues related to the agreement. Attached hereto as Exhibit 2 is a copy of a "First Amendment to Asset Purchase Agreement," entered into by and between Channel 63 and the School Board on

November 21, 2000. The amendment specifically refers to the fact that the Settlement Agreement was to be assumed by the School Board and addresses the issue of the disposition of the final payment due under the Settlement Agreement. Finally, attached hereto as Exhibit 3 is a copy of the "Assignment and Assumption of Contracts Agreement" entered into by and between Channel 63 and the School Board pursuant to the closing on the assignment of the WPPB-TV license. Like the other two documents, this agreement explicitly provides for the assumption of the Settlement Agreement by the School Board. Thus, on at least three separate occasions, the School Board agreed to accept and be bound by the terms of the Settlement Agreement.

6. Furthermore, the School Board has put forward no basis whatsoever for its purported termination of the Settlement Agreement. The agreement itself provides for termination only in the event that the Commission did not approve the Settlement Agreement within 12 months time. The Settlement Agreement was dated November 24, 1999, and it was approved by the Commission on March 31, 2000, obviously well within the allotted time. The agreement had at that time been reviewed by the Commission and found to serve the public interest. Its terms were duly accepted and assumed by the School Board as a part of the assignment of license which also was reviewed and approved by the Commission. Nonetheless, with no explanation whatsoever, the School Board now claims to have terminated the Settlement Agreement.

7. No such termination is possible at this point in time, however. Likewise, it is equally impossible for the School Board acting on its own to seek to terminate the instant proceeding prior to the Commission's action on the requested changes to the DTV Table of Allotments. The proposed substitution of DTV Channel 40 for DTV Channel 44 is an essential part of the Settlement Agreement. Without the agreement to move forward with the DTV channel

substitution, there could have been no agreement to cease litigating the validity of the WPPB-TV authorization. Now that the School Board has acquired the license for WPPB-TV, it cannot turn away from its obligation to go forward with the instant rule making proceeding. Commission approval of the agreement became final months prior to the time that the assignment of the WPPB-TV license to the School Board was consummated, and the School Board accepted the assignment of license subject to the Settlement Agreement. It is therefore now bound by that agreement.

8. Moreover, what is involved here is not a mere contract dispute but rather the implementation of a plan which the Commission has found to be beneficial to the public interest. The Commission reviewed the Settlement Agreement and explicitly found that the agreement would serve the public interest. Implementation of the Settlement Agreement has permitted the operation of the sole noncommercial TV station in Boca Raton and the authorization of first local television service to Stuart, Florida. Furthermore, the Commission reviewed the terms of the Asset Purchase Agreement between Channel 63 and the School Board, which explicitly indicated that the School Board would assume the Settlement Agreement. The Commission likewise found that approval of that agreement would serve the public interest, and grant of the assignment application has now become final. Thus, the School Board cannot now unilaterally undo that which the Commission found to serve the public interest.

9. Implementation of the Settlement Agreement has provided the very foundation upon which the School Board could acquire the WPPB-TV license. Without the Settlement Agreement, litigation as to the validity of the underlying construction permit would have continued forward. Marksteiner remains convinced that he could have ultimately prevailed in

demonstrating that the former permittee of WPPB-TV had not engaged in sufficient activities to warrant a reinstatement of the construction permit. Obviously, in that event, there would have been no construction permit to assign to the School Board.

10. Regardless of the ultimate outcome, however, without the Settlement Agreement, issues regarding the WPPB-TV authorization would have remained pending for some time, and the School Board could not have gone forward with any certainty to acquire or operate WPPB-TV. Instead, the parties concluded, and the Commission agreed, that the public interest would be better served by settling their differences. It is on that basis alone that the School Board was later able to acquire an unfettered license for WPPB-TV. Additionally, as set forth above, a part of the process which led to grant of the Commission's consent to assignment of the WPPB-TV license to the School Board included review of the Asset Purchase Agreement between Channel 63 and the School Board. That agreement included a specific provision stating that the School Board agreed to assume the Settlement Agreement. The School Board can have no assurance that the Commission would have approved any assignment application which did not include an assurance that the proposed assignee would continue to implement the agreement which the Commission had found would serve the public interest.

11. Now, in essence, the School Board is telling the Commission that the School Board rejects the Commission's public interest findings with regard to the change in DTV channel and that it will not live up to the representations which it made to the Commission in seeking a grant of the proposed assignment of the WPPB-TV license. Such high-handed behavior cannot be tolerated. To allow the School Board unilaterally to cast aside the Commission's considered findings and conclusions would lead to administrative chaos. The Commission then could never

rely on parties to continue forward with the representations made to and approved by the Commission. Accordingly, at this time, the School Board cannot through its own actions terminate the Settlement Agreement or the instant proceeding. Rather, the Commission should move forward with processing and grant of the channel change proposal pending in this proceeding.

WHEREFORE, the premises considered, Marksteiner requests that the School Board's letter be rejected and that the substitution of DTV Channel *40 for DTV Channel *44 be adopted as set forth in the *Notice of Proposed Rule Making*, DA 00-1797, released August 18, 2000, in the instant proceeding.

Respectfully submitted,

GUENTER MARKSTEINER

By: Anne Goodwin Crump

Frank R. Jazzo
Vincent J. Curtis, Jr.
Anne Goodwin Crump

His Attorneys

FLETCHER, HEALD & HILDRETH, P.L.C.
1300 North 17th Street
Eleventh Floor
Arlington, Virginia 22209
(703) 812-0400

March 20, 2001

agc/#139/opwthdrw.gm

EXHIBIT 1

SCHEDULE 1(c)

Assumable Contracts

1. Lease Agreement by and between American Tower Systems, Inc. ("Lessor") and Palmetto Broadcasters Associated for Communities, Inc., dated June 17, 1996, as assumed by Channel 63 of Palm Beach, Inc.

2. Option Agreement by and between American Tower, L.P. and Channel 63 of Palm Beach, Inc., dated September 8, 1999.

3. Settlement Agreement by and among Guenter Marksteiner, Palmetto Broadcasters Associated for Communities, Inc. and Channel 63 of Palm Beach, Inc., dated November 24, 1999.

4. Amendment to Lease Agreement and Consent to Assignment by and between American Tower Systems, L.P. and Channel 63 of Palm Beach, Incorporated, dated January 13, 2000.

EXHIBIT 2

FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT is made and entered into as of this 21st day of November 2000 by and between

CHANNEL 63 OF PALM BEACH, INC.
(hereinafter referred to as "Seller"),
whose principal place of business is
28059 U.S. Highway 19 North, Suite 300, Clearwater, Florida 33761

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Buyer"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WHEREAS, the Seller and the Buyer entered into a certain Asset Purchase Agreement on or about January 25, 2000 ("Asset Purchase Agreement"); and

WHEREAS, the parties desire to make certain revisions to the Asset Purchase Agreement in order to facilitate a Closing on or before December 31, 2000.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Revisions to Asset Purchase Agreement. The Parties agree to revise the Asset Purchase Agreement as follows:

a) The fourth recital contained in the Asset Purchase Agreement is hereby deleted;

b) The fifth recital contained in the Asset Purchase Agreement is hereby amended to delete the phrase "and the Restored Permit" in both places where that phrase is used;

c) Paragraph 1(a) of the Asset Purchase Agreement is hereby amended to read as follows:

(a) FCC Authorizations. The FCC authorizations issued by the FCC to Seller and any pending FCC applications filed by Seller in connection with the business or operations of the Station, as listed in Schedule 1(a) hereto;

d) Schedule 1(a) of the Asset Purchase Agreement is hereby amended and replaced with Amended Schedule 1(a), as attached hereto;

e) Paragraph 1(c) of the Asset Purchase Agreement is hereby amended to insert the following language at the end of the provision following the phrase "in writing to assume; and":

with respect to the Settlement Agreement to be assumed by Buyer, dated November 24, 1999 and referenced in Schedule 1(c), Seller, or its corporate parent, The Christian Network, Inc. ("CNI"), shall be entitled to receive from Buyer the final installment payment of the settlement from Guenter Marksteiner, as set forth in Section 5 of the Settlement Agreement, which payment consists of Thirty Four Thousand Dollars ($34,000) less twenty percent (20%) paid directly by Guenter Marksteiner to Palmetto Broadcasters Associated for Communities, Inc. Buyer shall notify Seller and CNI when such settlement payment is received and make appropriate arrangements to transmit the payment to Seller or CNI.

f) Schedule 1(c) of the Asset Purchase Agreement is hereby amended and replaced with Amended Schedule 1(c), as attached hereto;

g) Paragraph 4(a) of the Asset Purchase Agreement is hereby deleted and replaced with the following language:

(a) Conditions Precedent. Consummation of the purchase and sale provided for herein is expressly conditioned upon Seller's acquisition of the Assets of the Station, pursuant to the Closing of that certain Asset Purchase Agreement, dated February 26, 1999, by and between Palmetto Broadcasters Associated for Communities, Inc. and Channel 63 of Palm Beach, Inc.

h) Paragraph 4(b) of the Asset Purchase Agreement is hereby amended to delete the phrase "and further conditioned upon the FCC grant of the Restored Permit";

i) Paragraph 4(d) of the Asset Purchase Agreement is hereby deleted;

j) Paragraph 6(c) of the Asset Purchase Agreement is hereby amended to delete the words "as specified in the Restored Permit" and to insert the phrase "will have filed an application" in the fourth line of that provision following the word "and" and preceding the words "to upgrade";

k) Paragraph 13(a) of the Asset Purchase Agreement is hereby amended to delete the parenthetical phrase "(including the Restored Permit)";

l) Paragraph 13(c) of the Asset Purchase Agreement is hereby amended to delete the phrase "and a current and unexpired permit to upgrade the station (i.e., the Restored Permit)"

m) Paragraph 14(a) of the Asset Purchase Agreement is hereby amended to delete the parenthetical phrase "(including the Restored Permit)"; and

2.02 Remaining Portion of Agreement: Except as expressly revised herein, all other portions of the Asset Purchase Agreement remain in full force and effect.

2.03 Authority Each person signing this Amendment to Asset Purchase Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Asset Purchase Agreement on the date first above written.

FOR SELLER

(Corporate Seal)

CHANNEL 63 OF PALM BEACH, INC.

ATTEST:

By _____
Name and Title
Dustin D. Rubeck
President & CEO

_____, Secretary

-or-

Witness

Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledge before me this 21 day of November, 2000 by Dustin D. Rubeck of
Name of Person
Channel 63 of Palm Beach on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take and oath.
Type of Identification

My Commission Expires:

PATRICIA A. NIEDZIELSKI
MY COMMISSION # CC 694956
EXPIRES: November 5, 2001
Bonded Thru Notary Public Underwriters

(SEAL)

Signature – Notary Public

Patricia Niedzielski
Printed Name of Notary

CC 694956
Notary's Commission No.

FOR BUYER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr., Superintendent of Schools

By _____
Chairperson

Approved as to Form:

_____
School Board Attorney

Amended Schedule 1(a)
FCC Authorizations
WPPB-TV, Boca Raton, Florida

FCC File No.	Description	Status
BPEDT-19991028ACM	DTV application (Analog 63, Channel 44)	Granted
BLET-990512KE	License to cover application (FCC File Nos. BMPET-990317KE and BMPET-960624KS)	Granted
BMPET-990317KE	Construction Permit that changed the directional antenna system, decreased ERP and increased antenna HAAT	Granted
BPET-20000301AAL	Construction Permit modification application to change antenna height, location and effective radiated power to the Pembroke Pines site	Pending

AMENDED SCHEDULE 1(c)

Assumed Contracts

1. Lease Agreement by and between American Tower Systems, Inc. ("Lessor") and Palmetto Broadcasters Associated for Communities, Inc., dated June 17, 1996, assumed by Channel 63 of Palm Beach, Inc. on March 1, 1999.

2. Option Agreement by and between American Tower, L.P. and Channel 63 of Palm Beach, Inc., dated September 8, 1999.

3. Settlement Agreement by and among Guenter Marksteiner, Palmetto Broadcasters Associated for Communities, Inc. and Channel 63 of Palm Beach, Inc., dated November 24, 1999.

4. Amendment to Lease Agreement and Consent to Assignment by and between American Tower Systems, L.P. and Channel 63 of Palm Beach, Incorporated, dated January 13, 2000.

DCLIB01:1284664-3|01549.0007|Amendment between Channel 63 Palm Beach and Broward County Florida - v2

EXHIBIT 3

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AGREEMENT is made as of December 5, 2000, by and between Channel 63 of Palm Beach, Inc., a Florida non-profit corporation ("Assignor"), and The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of January 25, 2000, as amended by that First Amendment to Asset Purchase Agreement dated as of November 21, 2000 (as amended, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets of Seller that are used or useful in the business and operations of noncommercial television station WPPB-TV, Boca Raton, Florida (the "Station").

NOW, THEREFORE, for valuable consideration paid to Assignor, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises and covenants contained in the Purchase Agreement, Assignor does hereby sell and assign to Assignee all contracts, leases, and other agreements, written or oral, to which Assignor is a party or which are binding upon Assignor and which relate to or affect the Assets or the business or operations of the Station (the "Assumed Contracts"), including those listed on Exhibit A attached hereto, which shall include the existing site lease, and such other contracts that Buyer has agreed in writing to assume upon its purchase of the Station, and other contracts entered into by Seller between the date of the Purchase Agreement and the date hereof that Buyer has agreed in writing to assume, free and clear of any and all liens and encumbrances of any nature whatsoever, provided, however that, with respect to the Settlement Agreement, dated November 24, 1999 (the "Settlement Agreement"), Seller, or its corporate parent, The Christian Network, Inc. ("CNI"), shall be entitled to receive from Buyer the final installment payment of the settlement from Guenter Marksteiner, as set forth in Section 5 of the Settlement Agreement, which payment consists of Thirty Four Thousand Dollars ($34,000) less twenty percent (20%) paid directly by Guenter Marksteiner to Palmetto Broadcasters Associated for Communities, Inc.

Except as set forth herein, Assignee does hereby accept assignment of the Assumed Contracts. Assignee agrees to assume and undertake to pay, discharge and perform all obligations and liabilities of Assignor under the Assumed Contracts to the extent such obligations and liabilities relate to the period on or after the date hereof and arise out of events related to Assignee's ownership of the Assets or its operation of the Station on or after the Closing Date.

This Assignment of Contracts and Assumption Agreement is in accordance with and is expressly subject to all of the representations, warranties and covenants set forth in the Purchase Agreement. All representations, warranties and covenants set forth in the Purchase Agreement shall survive the delivery of this Assignment and Assumption of Contracts as provided in Section 17 of the Purchase Agreement.

This Assignment of Contracts and Assumption Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

Capitalized terms used but not defined herein shall have the same meanings as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first written above.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr. Superintendent of Schools

By: _____, Chairperson

Approved as to Form:

School Board Attorney

(Corporate Seal)

CHANNEL 63 OF PALM BEACH, INC.

ATTEST:

By: Robert H. Shreffler
Name: Robert H. Shreffler
Title: Treasurer

_____, Secretary

-or-

Diane Wright
Witness

Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4 day of December 2000 by Robert Shreffler (Name of Person) of Channel 63 of Palm Beach on behalf of the corporation/agency. He/She is personally know to me or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

(Seal)

PATRICIA A. NIEDZIELSKI
MY COMMISSION # CC 694856
EXPIRES: November 6, 2001
Bonded Thru Notary Public Underwriters

Patricia Niedzielski
Signature – Notary Public

Patricia Niedzielski
Printed Name of Notary

11/6/2001
Notary's Commission No.

DCLIB02:382805-2

EXHIBIT A

ASSUMED CONTRACTS

1. Lease Agreement by and between American Tower Systems, Inc. ("Lessor") and Palmetto Broadcasters Associated for Communities, Inc., dated June 17, 1996, assumed by Channel 63 of Palm Beach, Inc. on March 1, 1999.

2. Option Agreement by and between American Tower, L.P. and Channel 63 of Palm Beach, Inc., dated September 8, 1999.

3. Settlement Agreement by and among Guenter Marksteiner, Palmetto Broadcasters Associated for Communities, Inc. and Channel 63 of Palm Beach, Inc., dated November 24, 1999.

4. Amendment to Lease Agreement and Consent to Assignment by and between American Tower Systems, L.P. and Channel 63 of Palm Beach, Incorporated, dated January 13, 2000.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing "Comments in Opposition to Letter Request" were served by first-class mail, postage pre-paid, this 20th day of March, 2001 to:

Barry D. Wood, Esq.
Paul H. Brown
Wood, Maines & Brown, Chartered
1827 Jefferson Pl., N.W.
Washington, DC 20036
Counsel for School Board of Broward County, Florida

Margaret L. Miller, Esq.
Dow, Lohnes & Albertson
1200 New Hampshire Ave., N.W.
Suite 800
Washington, DC 20036
Counsel for Channel 63 of Palm Beach, Inc.

Peter Tannenwald, Esq.
Irwin, Campbell & Tannenwald, P.C.
1730 Rhode Island Ave., Ste. 200
Washington, DC 20036
Counsel for Sherjan Broadcasting, Inc.

Kevin C. Boyle, Esq.
Lathan & Watkins
1001 Pennsylvania Ave., N.W., Ste. 1300
Washington, DC 20004
Counsel for Palmetto Broadcasters
Associated for Communities, Inc.

and BY HAND DELIVERY to:

Ms. Pamela Blumenthal
Mass Media Bureau
Federal Communications Commission
445 12th St., S.W., Rm. 2-A762
Washington, DC 20554

Pamela Parks