



STAFF APPROVAL LETTER

433-SA-2010

T-Mobile Ph30927 Fashion Square
Parking Garage

STEP 1

STAFF APPROVAL NOTIFICATION

This letter is notification that your request has been conceptually approved by Current Planning Services staff.

Additional review and permits may be required. Refer to Final Plan Review Submittal Requirements below.

This approval expires one (1) year from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

PROJECT INFORMATION

LOCATION: 7150 E Camelback Rd
PARCEL: 173-37-003
Q.S.: 18-44
CODE VIOLATION #:

APPLICANT: Declan Murphy
COMPANY: T-Mobile
ADDRESS: 2520 E University Dr Ste 107 Tempe, AZ 85281
PHONE: 602-326-0111

Request: Antenna modifications at existing T-Mobile Wireless Communication Facility on Fashion Square parking garage.

STIPULATIONS

1. Modifications to the existing wireless communication facility shall be consistent with the plans submitted by Young Design Corp. and T-Mobile with a date of 9/30/2010. Any proposed changed shall be subject to subsequent reviews and approvals by the City of Scottsdale Current Planning Division.
2. All antennas and mounting hardware shall be painted to match the parking garage.
3. All cables associated with this facility shall be fully concealed and hidden from exterior view.
4. Antenna shall be snug-mounted to the parking garage (not more than 8-inches)
5. On the final plans submittal, the applicant shall submit dimensions details or manufacturer cut-sheets of the proposed antennas.
6. Prior to the start of construction, the applicant/contractor shall arrange for a pre-site inspection (#42) by calling Inspection Services at 480-312-5750.
7. Obtain permits as required by the One Stop Shop.

Related Cases: 433-SA-2010, 178-SD-1997

SIGNATURE: 

Keith Niederer

DATE APPROVED: 12-15-2010

STEP 2

FINAL PLAN REVIEW SUBMITTAL REQUIREMENTS

Submit one copy of this approval letter, and a completed Owner/Builder form if applicable, along with the following plan set(s) to the One-Stop-Shop for plan review:

- BUILDING: ☒ 2 sets of architectural plans
FIRE: ☒ 1 set of architectural plans
PLANNING: ☒ 1 set of architectural plans and 2 additional site plans & elevations

**POLICY OF THE CITY OF SCOTTSDALE
ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS**

RIGHTS OF PROPERTY OWNER

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) where an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk

3939 Drinkwater Blvd.
Scottsdale, AZ 85251

- ❖ No fee will be charged for filing
- ❖ The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- ❖ Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- ❖ The city will submit a takings impact report to the hearing officer.
- ❖ In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- ❖ In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- ❖ The hearing officer must render his decision within five working days after the appeal is heard.
- ❖ The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- ❖ If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Manager's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2422

City Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
(480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

SIGNATURE: _____

PH30927



Type 1 or 2 WCF Staff Approval Submittal Requirements

Project Name: PH30927 City Staff Contact: Niederer
 Project Address: ~~586 -PA-10~~ 7150 E Camelback Rd.
 Zoning: DIRC02 A.P.N.: 173-37-003 Quarter Section: 18-44
 Associated References: Project Number: 586 -PA- 10 Plan Check Number _____ Case(s) _____
 Request: SNAP OUT ANTENNAS AT EXISTING T-MOBILE WCF
 Is WCF located in the City right-of-way? ☐ Yes ☒ No If yes, Provider must apply for permission to work in the City R.O.W. and permission to leave private improvement in the City right-of-way.
 Owner Contact: SCOTT BURCHARD Applicant Contact: DECKAN MURPHY
 Company: WESTCOR / MACERICH Company: T-MOBILE
 Phone: (775) 829 6929 Fax: (310) 773 1131 Phone: 602 326 0111 Fax: 602 326 0111
 E-mail: scott.burchard@macerich.com E-mail: dmurphy@coast-creek.com
 Address: 2235 FARADAY AVE, STEO, CARLSBAD CA Address: 2520 E UNIVERSITY DR, #107 TEMPE AZ

Submittal Requirements: Please submit 1 copy of materials requested below. All plans must be folded.

- | | |
|--|---|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Completed Application (this form) and Application Fee \$ <u>450.00</u> (fee subject to change every July) <input checked="" type="checkbox"/> Narrative describing the WCF request. This shall include efforts made to minimize the visual impact of the antennas and equipment cabinets. <input checked="" type="checkbox"/> Agreement for the Waiver of Claims for Diminution in Value of Property (PDF version attainable through City website at http://www.scottsdaleaz.gov) <input checked="" type="checkbox"/> Site plan indicating extent and location of antenna additions, buildings and other structures, including all equipment cabinets. Site plan shall indicate dimensions of existing and proposed structures, dimensions of existing and proposed ROW, setbacks and sight distance visibility triangles. (2) 24" x 36" folded <input checked="" type="checkbox"/> Elevation drawings of new additions, buildings, screening, poles or other changes. Colors and materials shall be noted. (2) 24" x 36" folded <input checked="" type="checkbox"/> Site Photographs <input checked="" type="checkbox"/> Photo simulations of proposed WCF. In ESL areas, include photosim from nearest single family lots. | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Owner authorization letter <input type="checkbox"/> Property Owner Association Input <input checked="" type="checkbox"/> Map of service area for proposed WCF <input checked="" type="checkbox"/> Map showing other existing or planned WCF's that will be used by Provider making the application. (describe height, mounting style & number of antennas on WCF) <input checked="" type="checkbox"/> FCC RF report verifying that at its maximum load, including cumulative effects of multiple facilities, the WCF meets or exceeds FCC radio frequency safety standards. <input checked="" type="checkbox"/> Community Notification Documentation. Notify all property owners within 750 feet of site. Submit names and addresses of all properties that were notified, submit a copy of the letter that was sent and the date that letter was mailed. Letters shall be mailed at least 15 days prior to submittal. <input type="checkbox"/> Landscape and irrigation plan indicating location, size, type and quantity of plant palette. (2) 24" x 36" folded. <input checked="" type="checkbox"/> Schedule a meeting with Keith Niederer 480-312-2953 when ready to submit this application. <input type="checkbox"/> Other: _____ |
|--|---|

Please Note: After staff review, it may be determined that this request requires approval by the Development Review Board through the public hearing process. If approved at staff level, this approval expires twelve (12) months from date of approval if a permit is required but has not been issued.

Applicant Signature: [Signature]

Date: 02/12-10

Official Use Only:

Submittal Date: 12-9-10

City Staff Signature: [Signature]

Planning & Development Services Department

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7800



Project Narrative

This document will be uploaded to a Case Fact Sheet on the City's web site.

Date: 09/30/10

Project No.: 586 - PA - 2010

Coordinator: Niederer

Case No.: 433 SA - 2010

Project Name: T-Mobile PH30927 Fashion Square

Project Location: 4500 N Scottsdale Road (Fashion Square)

Property Details:

☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Industrial

Current Zoning: D/RCO-2 Proposed Zoning: D/RCO-2

Number of Buildings: N/A Parcel Size: 869,235

Gross Floor Area/Total Units: N/A Floor Area Ratio/Density: N/A

Parking Required: Utilize Existing Parking Parking Provided: Utilize Existing Parking

Setbacks: N - Aprx 30ft S - Aprx 950ft E - Aprx 490ft W - Aprx 700

Description of Request:

T-Mobile is committed to improving coverage areas and expanding network capacity to handle the growing number of wireless calls. T-Mobile is currently trying to address a "Gap in Service" in the vicinity Fashion Square Mall. In response to meeting customer demand, T-Mobile is requesting approval to replace existing antennas with a different model antenna. T-Mobile's presence in the area provides residents, visitors, and businesses with high quality, reliable wireless communication for both personal & business, and greatly enhances emergency services.

T-Mobile is proposing to swap out two (2) flush mounted antennas at three (3) of the existing sectors at the current T-Mobile WCF located on the NE Parking Garage at Scottsdale Fashion Square. The proposed replacement antennas will be slightly wider, but hardly noticeable to members of the public as depicted in the attached photo simulation.

The proposed replacement antennas will be flush mounted/painted to match the existing installation. T-Mobile is also proposing to add some minor equipment out of sight within the existing enclosed equipment compound. Vehicular access to this existing T-Mobile WCF will not increase as a result of the proposed improvements

Sincerely,


Declan Murphy
2520 E University Drive, Suite 107
Tempe AZ 85281
Tel (602) 326 0111
dmurphy@coal-creek.com

Planning and Development Services Department

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Project Narrative

Proposed T-Mobile Antenna Swapout at Existing Park Garage WCF

4500 N Scottsdale Road
Scottsdale AZ 85251

Parcel 173-37-003

Application Request

T-Mobile is committed to improving coverage areas and expanding network capacity to handle the growing number of wireless calls. T-Mobile is currently trying to address a "Gap in Service" in the vicinity Fashion Square Mall. In response to meeting customer demand, T-Mobile is requesting approval to replace existing antennas with different model antenna. T-Mobile's presence in the area provides residents, visitors, and businesses with high quality, reliable wireless communication for both personal & business, and greatly enhances emergency services.

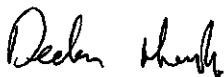
Existing Wireless Communications Facility

T-Mobile is proposing to swap out two (2) flush mounted antennas at three (3) of the existing sectors at the current T-Mobile WCF located on the NE Parking Garage at Scottsdale Fashion Square. The proposed replacement antennas will be slightly wider, but hardly noticeable to members of the public as depicted in the attached photo simulation. The proposed replacement antennas will be flush mounted/painted to match the existing installation.

T-Mobile is also proposing to add some minor equipment out of sight within the existing enclosed equipment compound.

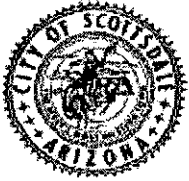
Vehicular access to this existing T-Mobile WCF will not increase as a result of the proposed improvements

Sincerely,



Declan Murphy
2520 E University Drive, Suite 107
Tempe AZ 85281
Tel (602) 326 0111
dmurphy@coal-creek.com





City of Scottsdale Cash Transmittal

85882

Received From :

T-MOBILE
2520 E UNIVERSITY DR STE 107
TEMPE, AZ 85281
602-326-0111

Bill To :

T-MOBILE
2520 E UNIVERSITY DR STE 107
TEMPE, AZ 85281
602-326-0111

Reference # 586-PA-2010-0

Issued Date 12/9/2010

Address 7150 E CAMELBACK RD

Paid Date 12/9/2010

Subdivision

Payment Type CHECK

Marketing Name

Lot Number

Cost Center

MCR

County No

Metes/Bounds No

APN 173-37-003

Gross Lot Area 0

Water Zone

Owner Information

NAOS Lot Area 0

Water Type

SCOTTSDALE FASHION SQUARE LLC

Net Lot Area 0

Sewer Type

2235 FARADAY AVE

Number of Units 1

Meter Size

CARLSBAD, CA 92008

Density 1

QS 18-44

480-990-7800

Code	Description	Additional	Qty	Amount	Account Number
3166	STAFF APPROVAL (MINOR-CASE)		1	\$450.00	100-21300-44221

Total Amount

\$450.00

SIGNED BY DECLAN MURPHY ON 12/9/2010

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)

TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 85882



Before



After

T-Mobile®



Looking West toward Existing T-Mobile Site Flush Mounted to Parapet of Parking Structure



Looking West toward Existing T-Mobile Site Flush Mounted to Parapet of Parking Structure

PH30927— Fashion Square



Looking West toward Existing Parking Structure from Scottsdale Road



Looking SW toward Existing T-Mobile Site Flush Mounted to Parapet of Parking Structure

**VIA CERTIFIED U.S. MAIL,
RETURN RECEIPT REQUESTED**

October 4th 2010

To: Scottsdale Fashion Square Partnership
7150 E. Camelback Rd
Phoenix, AZ 85051

Re: T-Mobile Communications Site Lease at 7150 E. Camelback Road Phoenix, AZ. 85051.
Site No.: PH30927 G

Dear Garth:

Pursuant to the above referenced lease, we request your consent to enhance our equipment on the premises as more specifically described on the attached site plan.

To confirm your consent of the proposed activity, please sign and date the acceptance and acknowledgment below on the two originals enclosed. Please also sign and date the attached site plan and return one original copy of the acceptance and acknowledgment and site plan in the enclosed return envelope.

Prior to the start of any construction activities a T-Mobile representative will contact you to coordinate the construction schedule.

If you have any questions, please contact Jim Caciola (602)405-3550. We thank you for your courtesy and cooperation.

Sincerely,

Morris Mickelson
Senior Manager, T-Mobile Engineering & Operations

Acknowledged, Accepted, and Agreed:

Lessors:



Name: Steven R. Helm

Title: AVP Property Management

Date: 10/8/10

PH 30927G

REVOCABLE LICENSE
AND
INDEMNITY AGREEMENT

ORIGINAL

25m This Revocable License and Indemnity Agreement ("Agreement") is made this day of February, 2002, by and between **SCOTTSDALE FASHION SQUARE PARTNERSHIP**, an Arizona general partnership ("SFS"), and **VOICESTREAM PCS III CORPORATION**, a Delaware corporation ("VoiceStream").

RECITALS

WHEREAS, **SFS** owns and operates an enclosed regional mall in the City of Scottsdale, County of Maricopa, State of Arizona, commonly known as Scottsdale Fashion Square, located at 7150 E. Camelback Road, Scottsdale, Arizona 85251 (the "Mall"); and

WHEREAS, **VoiceStream** desires to install and operate an antenna on the roof of the north parking garage of the Mall, which antenna is more fully described in Exhibit "A" attached hereto (the "Antenna"). The exact location of the Antenna to be installed is shown or otherwise identified on Exhibit "B" attached hereto (the "Antenna Location").

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. **Grant of License.** **SFS** hereby grants to **VoiceStream** a revocable license to reasonably enter upon the roof-top of the Mall's north parking garage and to install and thereafter operate and maintain the Antenna, provided, however, that before actually installing the Antenna, **VoiceStream** shall provide to **SFS** a complete and detailed technical description of the Antenna to be installed and detailed plans for the installation and attachment of the Antenna to the parapet wall. **VoiceStream** shall not be permitted to significantly alter the size or the location of the antennas without the express written consent of **SFS**. **VoiceStream** shall be permitted to add or remove equipment from its equipment shelter (as defined in Exhibit "A") after providing five (5) days written notice to **SFS**. **SFS** further expressly reserves the right to change the location of the Antenna at any time at its sole discretion and, in the event **SFS** determines that the Antenna must be relocated, shall provide notice thereof in writing to **VoiceStream** and shall substitute a new Exhibit "B" to this Agreement. The Antenna shall be used for the reception and transmission of radio communication signals.

2. **Non-Interference.**

2.1 **VoiceStream** represents to **SFS** that its Antenna will not interfere with any existing telecommunications or data reception/transmission equipment located

at **SFS**, including but not limited to: (i) any other existing telecommunication antenna and related equipment at **SFS**, (ii) usual and customary telecommunication equipment used in the normal course of business by tenants of the **Mall**, and (iii) typical telecommunication devices used by customers of the **Mall**. **VoiceStream** has surveyed the Antenna location and determined that the location is acceptable for the placement of its Antenna and the transmission and receiving of the Antenna's radio communication signals.

2.2 Notwithstanding the foregoing, **VoiceStream** acknowledges that **SFS** may in the future desire to license other areas of the Mall's common area to other lessees, licensees or tenants ("Future Tenant"). **SFS** acknowledges that the operations of another Future Tenant could interfere with the operations of **VoiceStream** at the Antenna Location. The parties agree that should **SFS** have the opportunity to license a portion of said common area to another Future Tenant, and should it be determined that the operation of such other Future Tenant will adversely affect the operations of **VoiceStream** at the Antenna Location, then **VoiceStream** will use best efforts to accommodate such other Future Tenant so that each can co-exist. Such best efforts may include, without limitation, erection of a screen or other barrier or deflector, or the relocation of some or all of the Antenna (which relocation will be at **SFS's** expense). If **VoiceStream** is unable to accommodate such other Future Tenant's operations, **SFS** shall have the right to hire a consultant to assist in the determination of what measures can be taken to permit the operations of another Future Tenant, which consultant shall be at **SFS's** expense. If no accommodation is possible to enable another Future Tenant to co-exist with **VoiceStream**, then **SFS** will not enter into a license with such other Future Tenant for any period in which this Agreement is in effect.

2.3 **VoiceStream** agrees to maintain its equipment in accordance with all applicable laws, rules, regulations, manufacturer's recommendations and specifications and to do such other acts and things including, without limitation, repairing and replacing defective parts, units and assemblies and adding accessories as may be necessary from time to time to preclude and prevent any interference with other systems existing at the site in accordance with this Section.

2.4 **VoiceStream** shall indemnify and hold **SFS** harmless from and against all manner of loss, damages (including incidental and consequential damages), expenses, costs, claims, causes of action and the like arising from interference with the operation of any third party or of **SFS** (whether such aggrieved party is a tenant at the Antenna Location or otherwise) as a result of **VoiceStream's** operations at the Antenna Location.

3. Term.

3.1 The ("Initial Term") of this Agreement shall be ten (10) years, but in any event expiring on December 31, 2011.

3.2 Provided **SFS**, in the exercise of its sole and absolute discretion, makes a written offer to extend the initial Term of this license Agreement (the "**First Option**") for a period of five (5) years from January 1, 2013, through December 31, 2017, then such offer must be accepted in writing by **VoiceStream** within thirty (30) days thereafter, otherwise **SFS**'s offer to extend the initial Term shall automatically expire.

3.3 Provided **SFS**, in the exercise of its sole and absolute discretion, makes a written offer to extend the Term of this license Agreement (the "**Second Option**") for a period of five (5) years from January 1, 2018, through December 31, 2022, then such offer must be accepted in writing by **VoiceStream** within thirty (30) days thereafter, otherwise **SFS**'s offer to extend the Term beyond the end of the First Option Term shall automatically expire.

3.4 Notwithstanding the possible option Terms described in subparagraphs 3.2 and 3.3 above, no action shall lie against **SFS** which is predicated upon (i) a failure by **SFS** to offer the First or Second Option, or (ii) a refusal by **SFS** to extend any Term hereof.

4. **License and Rental Fee.**

4.1 As and for consideration for the Agreement, from and after the Rental Commencement Date (defined herein below) until December 31, 2006, **VoiceStream** agrees to pay **SFS** the annual sum (the "**License and Rental Fee**"), plus any applicable sales or rental tax, of _____, including electrical utility service, payable in monthly installments of _____, plus rental tax, without proration, deduction or set-off. The first monthly installment shall be paid on the earlier to occur of either: (i) February 1, 2002 or (ii) the date on which **VoiceStream** first begins to operate the Antenna (the "**Rental Commencement Date**"). Each monthly installment shall be due and payable on the first day of each and every month thereafter during the Term.

4.2 From January 1, 2007 until December 31, 2011, **VoiceStream** agrees to pay **SFS** a **License and Rental Fee**, plus any applicable sales or rental tax, of _____, including electrical utility service, payable in monthly installments of _____, without proration, deduction or set-off.

4.3 If **VoiceStream** timely accepts **SFS**'s offer to extend the initial Term, then the annual License and Rental Fee for the First Option Term shall be payable in monthly installments

4.4 If **VoiceStream** timely accepts **SFS**'s offer to extend the Term pursuant to the terms of the Second Option, then the annual License and Rental Fee for the Second Option Term shall be _____, payable in monthly installments of _____

4.5 In the event **VoiceStream** becomes a provider of broadband or similar services to any of the Mall tenants, via the Antenna, **VoiceStream** shall be required to enter into a separate license and fee agreement with **SFS** related to those services.

5. **Improvements; Utilities; Access.**

(a) **VoiceStream**, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(b) **VoiceStream** shall, at **VoiceStream's** expense, keep and maintain the Antenna Facilities now or hereafter located on the Mall in commercially reasonable condition and repair during the term of the Agreement, normal wear and tear and casualty excepted. Upon termination or expiration of the Agreement, the Premises shall be returned to **SFS** in good, usable condition, normal wear and tear and casualty excepted.

(c) **VoiceStream** shall have the right to install utilities, at **VoiceStream's** expense, (including, but not limited to, the installation of emergency power generators). **SFS** agrees to use reasonable efforts in assisting **VoiceStream** to acquire necessary utility service. **VoiceStream** shall have the right to install necessary conduit and sleeving from the Antenna Location to the point of connection within the Mall. **SFS** shall diligently correct any variation, interruption or failure of utility service.

(d) As partial consideration for Rent paid under the Agreement, **SFS** hereby grants **VoiceStream** an easement in, under and across the Mall for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Antenna Location adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Antenna Location at all times during the Initial Term of the Agreement or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as the Agreement.

(f) **VoiceStream** shall have 24-hours-a-day, 7-days-a-week access to the Antenna Location at all times during the Initial Term of the Agreement and any Renewal Term."

6. **Antenna Installation.** **VoiceStream** shall install the Antenna in strict accordance with Exhibit B. **SFS** reserves the right to require **VoiceStream** to relocate the Antenna upon thirty (30) days written notice. **VoiceStream** shall not puncture or penetrate the roof during or due to installation of the Antenna or at any time thereafter. Any puncture or penetration of the roof shall be immediately reported to **SFS** and **SFS'S** designated roofing contractor shall make any repairs necessitated by **VoiceStream's** damage to or puncture of the roof. **VoiceStream** shall pay the cost of any roof repairs made necessary by **VoiceStream's** activity in the Mall or on the roof-top or the

installation and presence of the Antenna anywhere in or on the Mall. **VoiceStream** acknowledges and agrees that only **SFS'S** approved contractors shall make any and all repairs.

7. **Indemnification.** **VoiceStream** hereby agrees to indemnify and hold **SFS** harmless from and against any and all claims arising out of the installation, presence, maintenance or use of the Antenna, except for claims arising from the negligence or intentional acts of **SFS**, its employees or agents. Neither **SFS** nor any of its partners shall be liable and **VoiceStream** hereby waives all claims against them for any damage to any property or any injury to any person in or about the roof top, any building or common area of the **Mall** by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character, any building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the negligence or willful misconduct of **SFS** or its agents, employees or contractors. Except to the extent caused by or arising from the negligence or willful misconduct of **SFS**, its agents, employees or contractors, **VoiceStream** shall protect, indemnify and hold **SFS** harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property (including but not limited to property of **SFS**) or any injury (including but not limited to death) to any person occurring in, on or about the **Mall** to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of **VoiceStream**, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by **VoiceStream** in or about the **Mall** or from activity or use of the Antenna at the **Mall**; (c) **VoiceStream's** failure to comply with any and all governmental laws, ordinances and regulations applicable to the presence, condition or use of the Antenna; or (d) any breach or default on the part of **VoiceStream** in the performance of any covenant or agreement to be performed pursuant to this Agreement if **VoiceStream** fails after thirty (30) [made consistent with 8(a)] days written notice to cure a monetary default, or if it fails after thirty (30) days written notice to cure a nonmonetary default (except if such cure reasonably requires longer than 30 days to cure the default then so long a **VoiceStream** is diligently pursuing such cure, **VoiceStream** shall be entitled to such time as is reasonably required to complete such cure). The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

8. **Termination.** Except as otherwise provided herein, this License Agreement may be terminated, without any penalty or further liability as follows:

(a) Upon thirty (30) days written notice by **SFS** if **VoiceStream** fails to cure a default for payment of amounts due under the License Agreement within that thirty (30) day period;

(b) Upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that

thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;

(c) Immediately if VoiceStream notifies SFS of unacceptable results of any title report, environmental or soil tests prior to VoiceStream's installation of the permanent Antenna Facilities on the Premises, as depicted on Exhibit B attached hereto, or if VoiceStream is unable to obtain any license (including without limitation an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or VoiceStream's business within ninety (90) days of the date hereof;

(d) Immediately upon written notice by VoiceStream if the north parking garage of the Mall or the Antenna is destroyed or damaged so as in VoiceStream's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If VoiceStream elects to continue the License Agreement, then all Rent shall abate until the Antenna Location is restored to the condition existing immediately prior to such damage or destruction; or

(e) At the time title to the Antenna Location transfers to a condemning authority, pursuant to a taking of all or a portion of the Antenna Location sufficient in VoiceStream's determination to render the Antenna Location unsuitable for VoiceStream's use. Sale of all or part of the Antenna Location to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(f) Upon thirty (30) days written notice by SFS to VoiceStream if SFS reasonably determines that the Antenna violates any obligation of SFS.

(g) Upon ninety (90) days written notice by VoiceStream if the Antenna Location or the Mall are or become unacceptable under VoiceStream's design or engineering specifications for its Antenna or the communications system to which the Antenna belong.

9. Insurance.

9.1. **VoiceStream** shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect **SFS** against any liability to the public or to any invitee of **VoiceStream** or a **SFS** invitee incidental to the use of or resulting from any accident resulting from **VoiceStream's** presence at the **Mall** or the installation, operation and maintenance of the Antenna with a limit of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 in the annual aggregate, or such larger amount as **SFS** may reasonably require from time to time, covering bodily injury and property damage liability; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; and (c) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute. **VoiceStream** may satisfy the insurance requirements of this

Section 9.1 by providing a certificate of insurance evidencing the required coverage hereof provided through a primary or blanket policy covering all of **VoiceStream's** activities and equipment at multiple locations including the Mall.

9.2. Each of the aforesaid policies shall (a) be provided at **VoiceStream's** expense; (b) name **SFS** and the building management company as additional insureds; (c) be issued by an insurance company with a minimum Best's rating of "A- IX" during the Term; and (d) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to **SFS**; and said policy or policies or certificates thereof shall be delivered to **SFS** by **VoiceStream** within ten (10) days from the date hereof and at least thirty (30) days prior to each renewal of said insurance.

9.3. Whenever **VoiceStream** shall undertake any alterations, additions or improvements in, to or about the Antenna ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work; and the policies of or certificates evidencing such insurance must be delivered to **SFS** prior to the commencement of any such Work.

10. Agreement Personal.

The benefit of this Agreement shall be personal to **VoiceStream**, who shall not assign, without the prior consent in writing of **SFS**, the same, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect to this Agreement or the Antenna. Notwithstanding the prohibition against assignment set forth in this Section 10, upon thirty (30) days advanced written notice, **VoiceStream** may assign this Agreement and its interest hereunder to (i) any entity controlling, controlled by or in common control with **VoiceStream**, (ii) to a successor entity related to **VoiceStream** by merger, consolidation, reorganization or government action, or (iii) a purchaser of substantially all of **VoiceStream's** assets.

Additionally, **VoiceStream** may, upon notice to **SFS**, mortgage or grant a security interest in the Agreement and the Antenna, and may assign the Agreement and the Antenna to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of the Agreement. In such event, **SFS** shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. **SFS** agrees to notify **VoiceStream** and **VoiceStream's** Mortgagees simultaneously of any default by **VoiceStream** and to give Mortgagees the same right to cure any default as **VoiceStream** or to remove any property of **VoiceStream** or Mortgagees located on the Mall, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of the Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by **VoiceStream**. Failure by **SFS** to give Mortgagees such notice shall not diminish **SFS's** rights against **VoiceStream**, but shall preserve all rights of Mortgagees to cure any

default and to remove any property of VoiceStream or Mortgagees located on the Premises as provided in Section 15 of the Agreement.

11. **Governmental Licenses, Permits And Approvals.**

11.1. **VoiceStream**, at its expense, shall be responsible for obtaining and maintaining all licenses, permits and approvals which are required by all appropriate governmental authorities, with respect to this Agreement and the installation and operation of the Antenna, and to comply with any requirements of such governmental authorities. **VoiceStream** shall furnish to **SFS** written evidence from such governmental authorities of any such licenses, permits, clearances, authorizations, approvals, registration or recording. The initial construction, installation and operation of the Antenna, as well as the maintenance and use thereof, shall at all times be in full compliance with all applicable laws, codes, regulations and approval of governmental authorities.

12. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to VoiceStream: VoiceStream PCS III Corporation
Attn: Lease Administration
12920 SE 38th Street
Bellevue, Washington 98006
Facsimile: (425) 378-4040
With a copy to the Legal Department at the
same address

With copy to: VoiceStream PCS III Corporation
Attn: Lease Administration
2601 W. Broadway Road
Tempe, AZ 85282
Facsimile: 602-643-3056

If to SFS: 11411 North Tatum Boulevard
Phoenix, Arizona 85028
Attn: Bud Mason, Mall General Manager
Facsimile: (602) 953-1964

With copy to: Terry L. Rakow, Esq.
The Cavanagh Law Firm
1850 N. Central Avenue
Suite 2400
Phoenix, Arizona 85004
Facsimile: (602) 322-4105

13. **Exculpation.** VoiceStream shall look solely to SFS's fee interest in the Mall real estate for the satisfaction of any judgment or decree requiring the payment of money by SFS based upon any default under this Agreement or upon any act or omission of any partner, member, shareholder, director or affiliate of SFS (including also any of the respective successors of any of the foregoing), as the case may be, arising out of this Agreement or relating in any way thereto or to the Mall, and no other property or assets of SFS or of said partners, members, shareholders, directors or affiliates of SFS (including also any of the respective successors of any of the foregoing), as the case may be, shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree. SFS's duly appointed Mall manager shall be deemed to be an affiliate of SFS.

14. **Hazardous Materials.** VoiceStream shall not introduce or use at the Antenna site and the Mall any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation in violation of any such applicable law or regulation.

15. **No Signage.** VoiceStream shall not place any sign in, on or about the Antenna, roof or Common Area of the Mall except as required by any federal, state or local statute, regulation, or ordinance. VoiceStream shall appropriately screen or camouflage the Antenna to comply with all restrictive covenants regulating the Mall, if any.

16. **Relationship of the Parties.** The parties expressly agree and acknowledge that neither shall have any rights to make any representation on behalf of the other based on this Agreement. The relationship of VoiceStream and SFS under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than that of independent contractors. VoiceStream and SFS acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Signatures may be executed by facsimile, with original signatures to be mailed within five (5) days. Each party to this Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties to this Agreement.

18. **Non-Waiver.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between VoiceStream and SFS and supersedes all prior agreements, understandings and representations relating to the subject matter expressly contained herein. This Agreement may only be amended, modified or supplemented by a written agreement between VoiceStream and SFS.

20. **Law.** This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of Arizona (without giving effect to its choice of law principles).

21. **Severability.** If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances shall not be affected, and each term hereof shall be legal, valid and enforceable to the fullest extent permitted by law.

22. **Attorneys' Fees.** In the event of any litigation between the parties, whether based on contract, tort or other cause of action or involving bankruptcy or similar proceedings, in any way related to this Agreement, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type order by any court or arbitrator, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including arbitration proceedings, any appeals and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment. The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any fees and costs incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

23. **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The captions preceding the text of each Section are included for convenience of reference only and shall be disregarded in the construction and interpretation of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; and (v) "days" means calendar days unless specifically provided otherwise. All Recitals and Exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed a part of this Agreement.

24. **No Third-Party Beneficiaries.** This Agreement shall benefit only VoiceStream and SFS, and their successors and assigns, and no other person or entity shall have any rights hereunder.

DATED as of the date first written above.

SFS:

SCOTTSDALE FASHION SQUARE PARTNERSHIP,
an Arizona general partnership

By: TWC Scottsdale Holding, L.L.C.,
an Arizona limited liability company
Its: General partner

By: TWC Scottsdale Mezzanine, L.L.C.,
an Arizona limited liability company
Its: Managing member

By: TWC Scottsdale Corp.,
an Arizona corporation
Its: Managing member


Date Signed: 3-25-02

By: 
Robert B. Williams
Its: Vice President

By: SFS Acquisition, L.L.C.,
an Arizona limited liability company
Its: General partner

By: SFS Acquisition I Corp.,
an Arizona corporation
Its: Managing member

Date Signed: 3-25-02

By: 
Robert B. Williams
Its: Executive Vice President

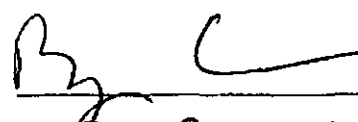
VOICESTREAM:

VOICESTREAM PCS III CORPORATION, a Delaware corporation
(fka Western PCS III Corporation, a Delaware corporation)

Date Signed: _____

By: _____

Its: _____


Bryon Gunnerson
Vice President
Western Region

APPROVED AS TO FORM:

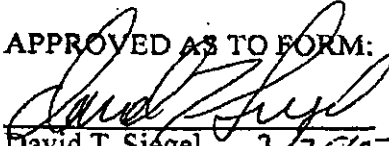

David T. Siegel
Regional Counsel

EXHIBIT "A" **ANTENNA TECHNICAL DESCRIPTION**

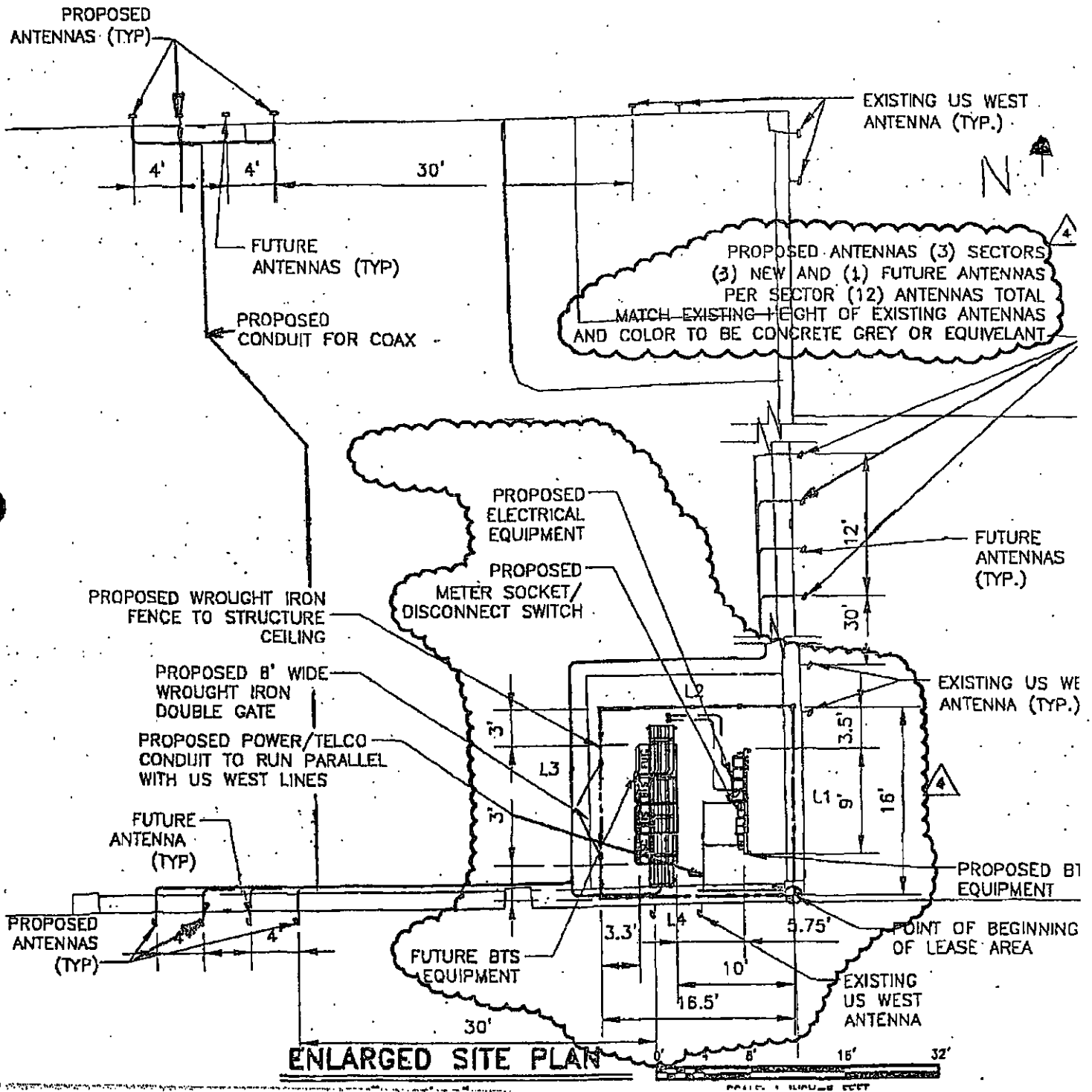
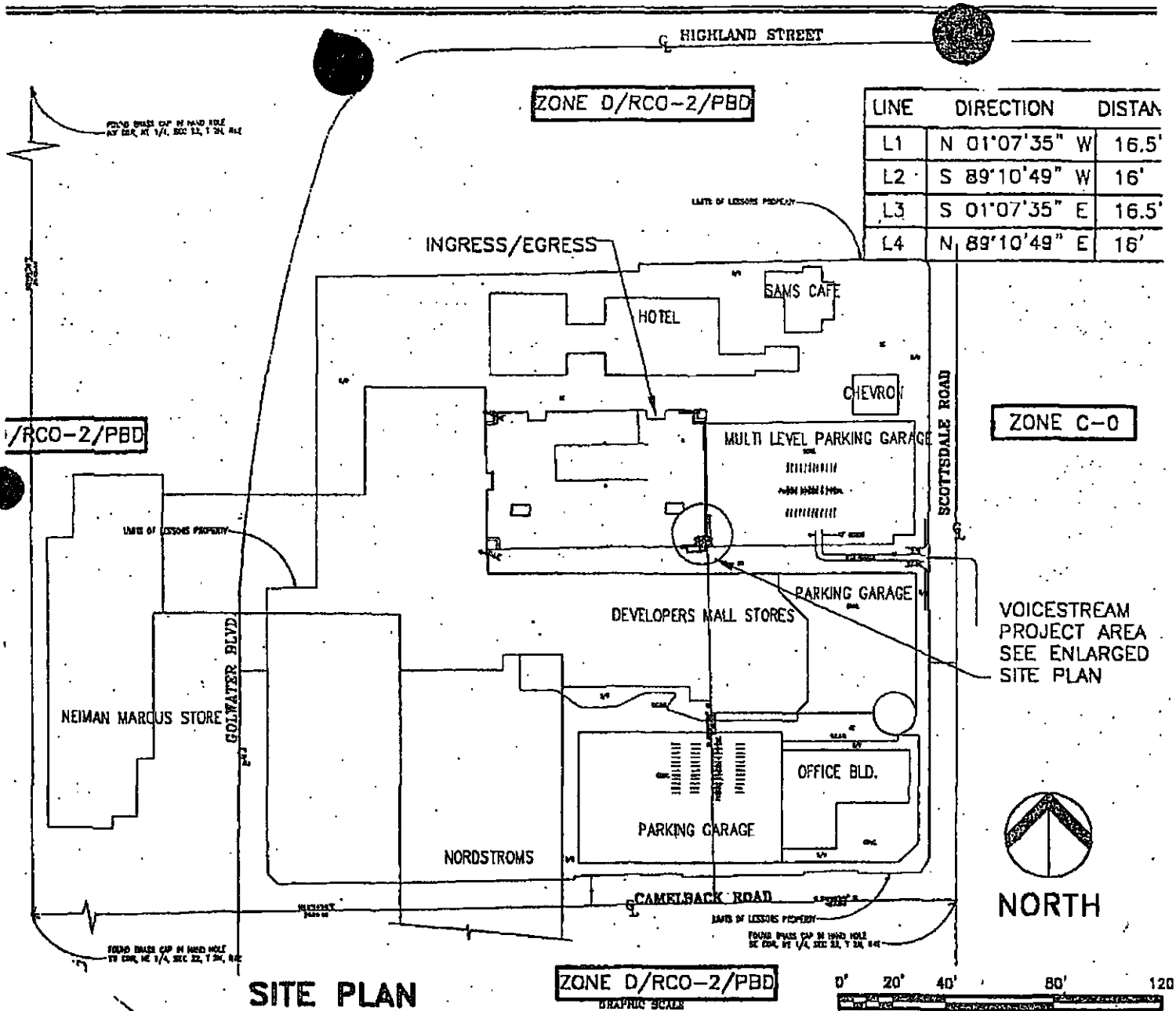


EXHIBIT "B" **ANTENNA INSTALLATION LOCATION**



FCC NEPA Compliance study for T-Mobile Site PH30927
Fashion Square

Site number: PH30927
Site name: Fashion Square
WGS 84: N33° 30' 15.55" / W111° 55' 40.85"

Introduction.

A substantial amount of scientific research conducted all over the world over many years demonstrates that radio signals within established safety levels emitted from mobile telephones and their base stations present no adverse effects to human health.

There exist national and international safety guidelines for exposure of the public to radio waves:

- *International Commission on Non- Ionizing Radiation Protection (ICNIRP): Guidelines for limiting exposure to time varying electric, magnetic and electromagnetic fields. Health Physics 1998 74(4): 494-522.*
- *Institute of Electrical and Electronics Engineers (IEEE): IEEE Standard for safety levels with respect to human exposure to radio frequency electromagnetic fields, 3 kHz to 300 GHz. IEEE C95.1-1991 (revision of ANSI C95.1-1982) New York 1992.*
- *CENELEC: Human exposure to electromagnetic fields. High frequency (10 kHz to 300 GHz). European prestandard ENV 50166-2, Brussels 1995.*

The most widely accepted standards are those developed by the International Commission on Non-Ionizing Radiation Protection (ICNIRP) and Institute of Electrical and Electronics Engineers (IEEE). Nokia Base Stations must be installed according to instructions specified by Nokia, as well as taking any country-specific regulations for Non-Ionizing radiation protection into account.

FCC Guidelines for Evaluating Exposure to RF Emissions

In 1985, the FCC first adopted guidelines to be used for evaluating human exposure to RF emissions. The FCC revised and updated these guidelines on August 1, 1996, as a result of a rule-making proceeding initiated in 1993. The new guidelines incorporate limits for Maximum Permissible Exposure (MPE) in terms of electric and magnetic field strength and power density for transmitters operating at frequencies between 300 kHz and 100 GHz. Limits are also specified

for localized ("partial body") absorption that are used primarily for evaluating exposure due to transmitting devices such as hand-held portable telephones.

Implementation of the new guidelines for mobile and portable devices became effective August 7, 1996.

The FCC's MPE limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP)⁶ and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines.⁷ Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

Definitions.

General population/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure.

Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

The FCC's limits, and the NCRP and ANSI/IEEE limits on which they are based, are derived from exposure criteria quantified in terms of specific absorption rate (SAR). The basis for these limits is a whole-body averaged SAR threshold level of 4 watts per kilogram (4 W/kg), as averaged over the entire mass of the body, above which expert organizations have determined that potentially hazardous exposures may occur. The new MPE limits are derived by incorporating safety factors that lead, in some cases, to limits that are more conservative than the limits originally adopted by the FCC in 1985. Where more conservative limits exist they do not arise from a fundamental change in the RF safety criteria for whole-body averaged SAR, but from a precautionary desire to protect subgroups of the general population who, potentially, may be more at risk.

Tower-mounted ("non-rooftop") antennas that are used for PCS telephone warrant a somewhat different approach for evaluation. While there is no evidence that typical installations in these services cause groundlevel exposures in excess of the MPE limits, construction of these towers has been a topic of ongoing public controversy on environmental grounds, and we believe it necessary to ensure that there is no likelihood of excessive exposures from these antennas.

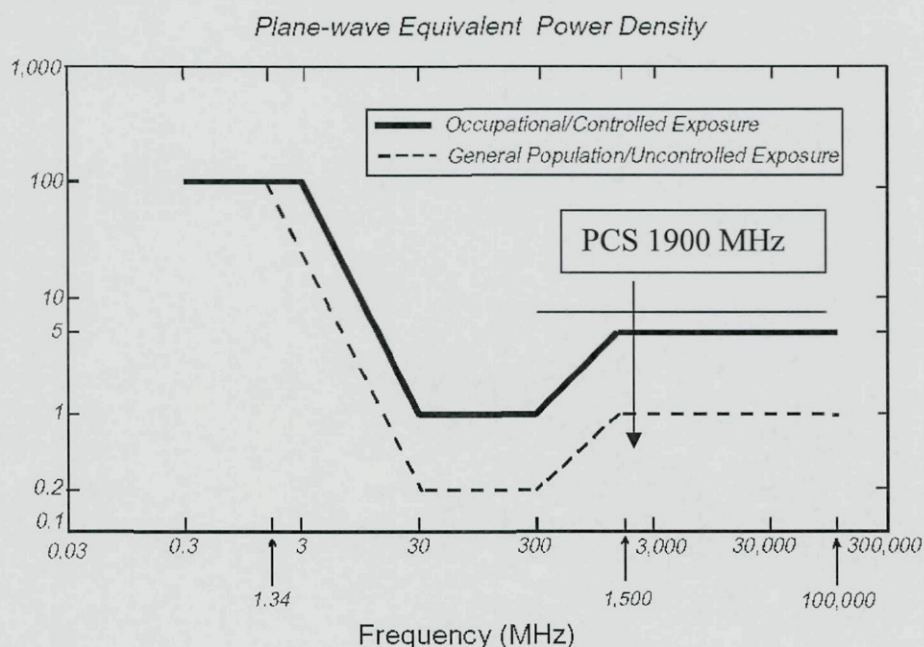
Although we believe there is no need to require routine evaluation of towers where antennas are mounted high above the ground, out of an abundance of caution the FCC requires that tower-mounted installations be evaluated if antennas are mounted lower than 10 meters above ground and the total power of all channels being used is over 1000 watts effective radiated power (ERP), or 2000 W ERP for broadband PCS.

These height and power combinations were chosen as thresholds recognizing that a theoretically "worst case" site could use many channels and several thousand watts of power. At such power levels a height of 10 meters above ground is not an unreasonable distance for which an evaluation generally would be advisable.

For antennas mounted higher than 10 meters, measurement data for cellular facilities have indicated that ground-level power densities are typically hundreds to thousands of times below the new MPE limits.

General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure.

Figure 1. FCC Limits for Maximum Permissible Exposure (MPE)



Limits for General Population/Uncontrolled exposure:

-0.08 W/kg as averaged over the whole-body and spatial peak SAR not exceeding 1.6 W/kg as averaged over any 1 gram of tissue (defined as a tissue volume in the shape of a cube).

Exceptions are the hands, wrists, feet and ankles where the spatial peak SAR shall not exceed 4 W/kg, as averaged over any 10 grams of tissue (defined as a tissue volume in the shape of a cube).

General Population/Uncontrolled limits apply when the general public may be exposed, or when persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or do not exercise control over their exposure.

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

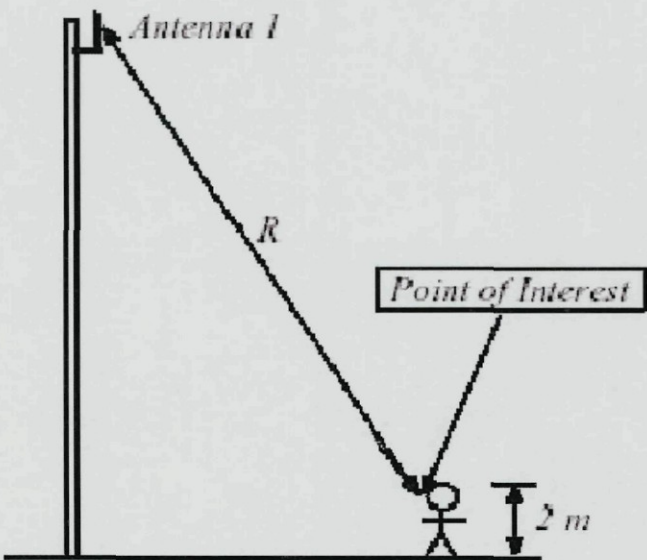
f = frequency in MHz

*Plane-wave equivalent power density

Calculation.

Compliance with SAR limits can be demonstrated by laboratory measurement techniques or by computational modeling, as appropriate. Methodologies and references for SAR evaluation are described in technical publications including "IEEE Recommended Practice for the Measurement of Potentially Hazardous Electromagnetic Fields - RF and Microwave," IEEE C95.3-1991, and further guidance on measurement and computational protocols is being developed by the IEEE and others.

For T-Mobile site PH30927, the field situation can be described by the Drawing #1.



Near-Field Region.

In the near-field, or Fresnel region, of the main beam, the power density can reach a maximum before it begins to decrease with distance. The extent of the near-field can be described by the following equation (1) having **D** and λ in same units:

$$R_{nf} = \frac{D^2}{4\lambda} \tag{1}$$

where: Rnf = extent of near-field
D = maximum dimension of antenna (diameter if circular)
 λ = wavelength

Therefore,

Value	ft
λ	0.518
D	5.5
R nf = 14.6	

(2)

For sector-type antennas, power densities can be estimated by dividing the net input power by that portion of a cylindrical surface area corresponding to the angular beam width of the antenna. Mathematically, this can be represented by Equation (3) in which the angular beam width, θ_{BW} , can be taken as the appropriate azimuthal "power dispersion" angle for a given reflector.

$$S = \left(\frac{180}{\theta_{BW}} \right) \frac{P_{net}}{\pi R h} \tag{3}$$

where:

- S = power density
- Pnet = net power input to the antenna
- θ_{BW} = beam width of the antenna in degrees
- R = distance from the antenna
- h = aperture height of the antenna

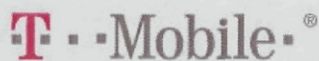
For example, for the case of a 60-degree azimuthal beam width, the surface area should correspond to 1/6 that of a full cylinder. This would increase the power density near the antenna by a factor of three over that for a purely omni-directional antenna. For example, a conservative estimate could be obtained by using the 3 dB (half-power) azimuthal beam width for a given sectorized antenna. Equation (3) can be used for any vertical collinear antenna, even omni-directional ones.

In case of T-Mobile site PH30927, antennas will be installed at 62ft+/- above ground level or approx. 18890 cm. This distance is more than three times the near field space calculated in table (2). Antenna aperture (vertical dimension) is 5.5 ft or 170 cm. Therefore, the formula (3) returns:

Pnet =28000	mWatt	(4)
θ_{BW} =65	3dB degree	
R =1860	cm	
h =170	cm	
MPE= 0.0794	mW/cm^2	
Exposure limit= 1.00	mW/cm^2	

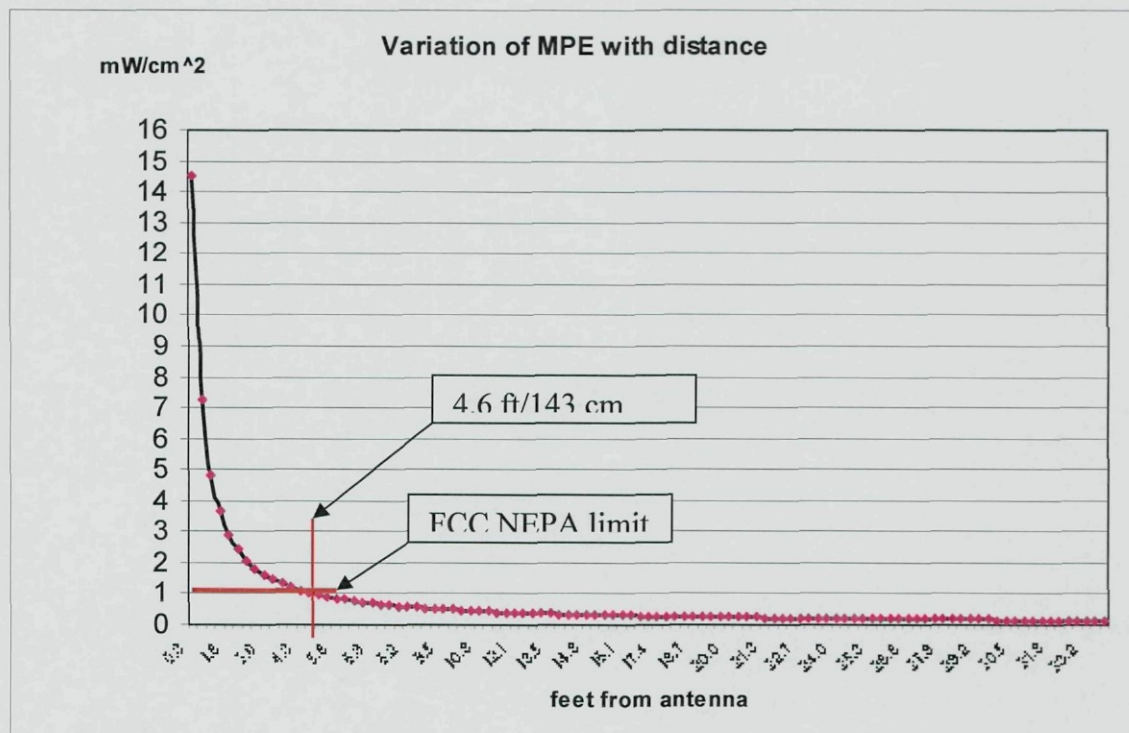
Fig.1

The results of the analysis indicate that the actual exposure received by an individual standing for 30 minutes at the base of T-Mobile facility will be only 7.5% of the Maximum Permissible Exposure. In order to reach the limit of maximum exposure, an individual must stay strictly at the base of T-Mobile tower for 6.51 continuous hours, which is very unlikely to occur.



Conclusion.

Based on equation (3) the results are plotted to the following graph (5) and will indicate how close to a T-Mobile one sector antenna should be one person placed for more than 30 minutes in order to receive an electromagnetic exposure greater than the MPE specified by FCC rules.



General Population/uncontrolled exposure limits are specified by FCC at a value of $1 \text{ mW}/\text{cm}^2$. In order to exceed the above limit one person should be placed closer than 4.7 ft (or 145 cm) in front of the antenna. This situation is very unlikely to occur since T-Mobile antennas are mounted (in case of site PH30927) more than 60ft above ground level.

Study performed as of today, November 1st 2010

RF Engineer: Deanna Santoro

Verified by:

RF Manager : Chris Donnelly.



Notification of a Proposed Wireless Communication Facility (WCF)

November 15th 2010

Dear Neighbor:

This letter is regarding an existing T-Mobile Wireless Communication Facility currently located on a Scottsdale Fashion Square parking structure. T-Mobile is proposing to swap out some existing antennas that are flush mounted to the parapet of a parking structure, with slightly larger antennas that will be painted to match the existing structure

T-Mobile intends to submit an application to the City of Scottsdale for processing. I have enclosed a photo simulation and site plan containing the details of the proposed antenna upgrade/swap out.

T-Mobile is committed to improving coverage areas and expanding network capacity to handle the growing number of wireless calls. T-Mobile's improved wireless service will provide residents, visitors, and businesses with high quality, reliable wireless communication for both personal & business, and greatly enhance emergency services.

If you have any questions or comments regarding this process, please feel free to contact me anytime at (602) 326-0111 or email me at dmurphy@coal-creek.com. Alternatively, please contact Keith Niederer Senior Planner City of Scottsdale (480) 312-2953 or email Keith at KNiederer@Scottsdaleaz.gov

Sincerely,

A handwritten signature in black ink that reads 'Declan Murphy'.

Declan Murphy
T-Mobile/AZ Project
2520 E University Drive, #107
Tempe AZ 85281
(602) 326 0111
dmurphy@coal-creek.com



Before



After



CLIENT		
<h1 style="margin: 0;">T-Mobile</h1> <p style="margin: 5px 0 0 0;">2625 S. PLATA DR. #400, TEMPE, ARIZONA, 85282 PHONE: (480) 636-2850 FAX: (480) 636-2852</p>		
INTERNAL REVIEW	DATE	
CONSTRUCTION SIGNATURE		
RF SIGNATURE		
REAL ESTATE SIGNATURE		
PLANS PREPARED BY		
<h2 style="margin: 0;">Young design corp</h2> <p style="margin: 5px 0 0 0;">architecture / project management 10245 E. Via Linda, Scottsdale, AZ 85258 ph: 480 451 9609 fax: 480 451 9606</p>		
<p>SEAL</p> <p>This drawing is copyrighted and the property of Young Design Corporation (YDC) is produced solely by YDC and constitutes representation or use as this drawing and/or the information contained herein is forbidden without written permission by Young Design Corporation.</p> <div style="text-align: center;"> <p>RONALD C. YOUNG STATE OF ARIZONA LICENSE NO. 12345 EXP. 12/31/2010</p> </div> <p style="font-size: small; text-align: center;">THIS DOCUMENT CONTAINS NO DEFINITIVE INFORMATION. IT IS THE PROPERTY OF YDC AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC INFORMATION OF THE ENGINEER. NO REPRODUCTION OR REUSE OF ANY PART, IN ANY MANNER, WITHOUT THE WRITTEN PERMISSION OF YDC IS ALLOWED.</p>		
NO.	DATE	DESCRIPTION
1	08/01/10	INITIAL ISSUE
2	08/30/10	FINAL ISSUE
ARCHITECTS JOB NO.		
YDC-2167		
PROJECT INFORMATION		
<h2 style="margin: 0;">PH30927G</h2> <h3 style="margin: 0;">SCOTTSDALE PARKING GARAGE</h3> <p style="margin: 5px 0 0 0;">4500 N. SCOTTSDALE ROAD SCOTTSDALE, AZ 85251</p>		
SHEET TITLE		
ELEVATIONS		
JURISDICTION APPROVAL		
SHEET NUMBER		
A-5		



Neighborhood Involvement

Proposed T-Mobile Antenna Swapout at Existing Park Garage WCF

4500 N Scottsdale Road
Scottsdale AZ 85251

Parcel 173-37-003

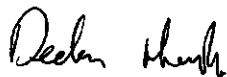
Applicant

T-Mobile represented by Declan Murphy, 2520 E University Drive, Suite 107
Tempe AZ 85281

Summary

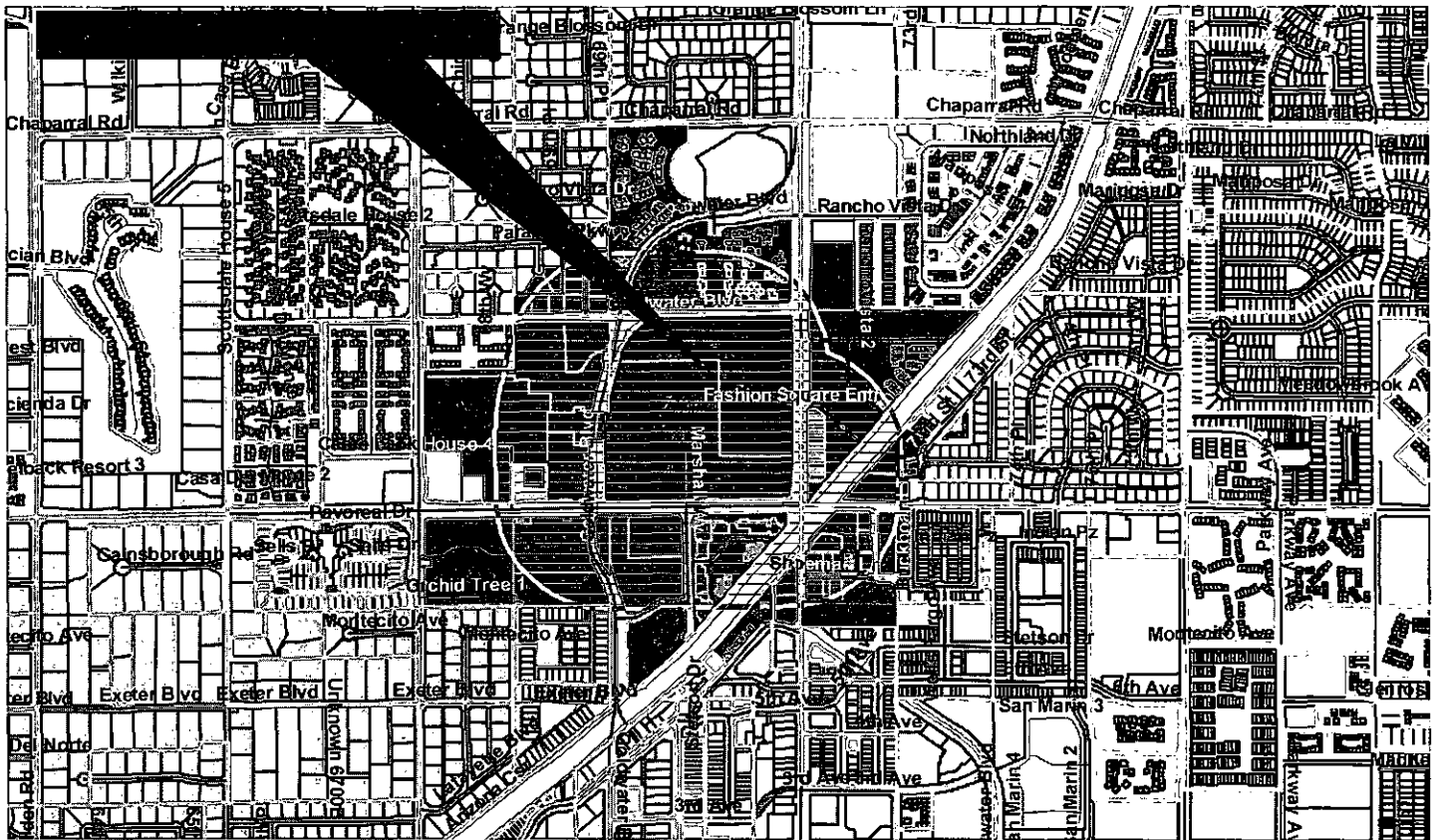
T-Mobile has notified all neighbors within 750ft of the existing WCF located on the NE Corner of the Fashion Square Mall Parking Structure. We have not directly received any negative feedback to the proposed WCF.

Sincerely,

A handwritten signature in black ink that reads "Declan Murphy". The signature is written in a cursive, flowing style.

Declan Murphy
2520 E University Drive, Suite 107
Tempe AZ 85281
Tel (602) 326 0111
dmurphy@coal-creek.com

750ft Neighborhood Notification Area



SAFARI DRIVE MARKETING CORPORATION
175 W JACKSON BLVD STE 540
CHICAGO
IL60604

MIDFIRST BANK
1 NORTH CENTRAL AVE STE 1200
PHOENIX
AZ85004

CAMELBACK AND SCOTTSDALE RD LLC
5555 E VAN BUREN STE 125
PHOENIX
AZ85008

SILVER FERN LLC
630 VERNON AVE
GLENCOE
IL60022

VERLANDER JOHN M
5835 ONIX DR STE 300
EL PASO
TX79912

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

SCOTT JONATHAN R
7127 E RANCHO VISTA DR UNIT 1007
SCOTTSDALE
AZ85251

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

SILVER FERN LLC
630 VERNON AVE
GLENCOE
IL60022

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

SCOTTSDALE CANAL DEVELOPMENT LLC
14350 N FRANK LLOYD WRIGHT BLVD STE 14
SCOTTSDALE
AZ85260

MOHEB ALIREZA
1844 SAN MIGUEL DR STE 206
WALNUT CREEK
CA94596

WOLFF HIGHLAND PARK /ANDERSON HIGHLAND
PARK
3230 E BROADWAY RD STE 235
PHOENIX
AZ85040

DOANE JAMES K
PO BOX 57
SCOTTSDALE
AZ852520057

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

ARDALAN SHAHAB
7167 E RANCHO VISTA DR UNIT 1002
SCOTTSDALE
AZ85251

SHAH BHAVI A/HORN THOMAS P
4729 N 70TH ST
SCOTTSDALE
AZ85251

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

COKER HUGH M/DEBORAH K
6550 W ROBIN LN
GLENDALE
AZ85310

SCOTTSDALE FASHION SQUARE LLC
2235 FARADAY AVE STE O
CARLSBAD
CA92008

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

PORTALES PLACE PROPERTY LLC
9500 E IRONWOOD SQ STE 201
SCOTTSDALE
AZ85258

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

SCOTTSDALE FASHION SQUARE LLC
2235 FARADAY AVE STE O
CARLSBAD
CA92008

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

SPARKS DAVID/JULIE
17308 E SUNSCAPE DR
FOUNTAIN HILLS
AZ85268

PORTALES PLACE PROPERTY LLC
9500 E IRONWOOD SQ STE 201
SCOTTSDALE
AZ85258

PORTALES PLACE PROPERTY LLC 9500 E IRONWOOD SQ STE 201 SCOTTSDALE AZ85258	CONDEV WEST INC 4501 N BEACH ST FORTH WORTH TX76137	XANTHOPOULOS GEORGE 4701 N 70TH ST SCOTTSDALE AZ85251
ONYX VENTURES LLC 4501 N SCOTTSDALE RD STE 201 SCOTTSDALEAZ	SAFARI DRIVE MARKETING CORPORATION 175 W JACKSON BLVD STE 540 CHICAGO IL60604	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251
EMERALD EQUITIES LLC 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	HAWKINS KIMBERLEE/DONNA B 4701 N 68TH ST NO 223 SCOTTSDALE AZ85251	LIANG JOHN 7131 E RANCHO VISTA DR 1009 SCOTTSDALE AZ85251
OPTIMA CAMELVIEW VILLAGE LLC 630 VERNON AVENUE GLENCOE IL60022	S R P A I & P D PO BOX 52025 PHOENIX AZ85072	SCOTTSDALE FASHION SQUARE LLC 2235 FARADAY AVE STE O CARLSBAD CA92008
CAMELBACK AND SCOTTSDALE RD LLC 5555 E VAN BUREN STE 125 PHOENIX AZ85008	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	SCOTTSDALE FASHION SQUARE LLC 2235 FARADAY AVE STE O CARLSBAD CA92008
EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	BANK OF NEW YORK TRUST COMPANY NATIONAL ASSOC 5221 N OCONNOR BLVD STE 600 IRVING TX75039	DEMPSEY SCOTT M 13249 E SUMMIT DR SCOTTSDALE AZ85259
EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	7277 SCOTTSDALE HOTEL LLC 4501 SCOTTSDALE RD 201 SCOTTSDALE AZ85251	SCOTTSDALE CITY OF 3939 CIVIC CENTER BLVD SCOTTSDALE AZ852510000
MCKAY JAMES CARL/LYNELLE KISAE TR 3700 SOARING EAGLE AUSTIN TX78746	SCOTTSDALE CANAL DEVELOPMENT LLC 14350 N FRANK LLOYD WRIGHT BLVD STE 14 SCOTTSDALE AZ85260	ROSENBERGER MICHAEL D/AMY J TR/ETAL 8450 E TURNEY AVE SCOTTSDALE AZ85251
MCCULLOUGH PAUL S/JEAN M 1334 JACOBSON BLVD BREMERTON WA98310	FRANZEN VICKI L 145 BARRYPPOINT RD RIVERSIDE IL60546	OPTIMA CAMELVIEW VILLAGE LLC 630 VERNON AVENUE GLENCOE IL60022
MONTOYA-PAEZ ANNA/PAEZ RAUL 177 E CAMINO VISTA DEL CIELO NOGALES AZ85621	BANK OF NEW YORK TRUST COMPANY NATIONAL ASSOC 5221 N OCONNOR BLVD STE 600 IRVING TX75039	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251

TAYS TIMOTHY M/RENAE M TR 7324 E IRONWOOD CT SCOTTSDALE AZ85258	METZLER I SCOTTSDALE WATERFRONT LP 700 5TH AVE STE 6175 SEATTLE WA98104	VENDELAND STUART A/SUSAN M 2125 FIRST AVENUE NO 1205 SEATTLE WA98121
SILVER FERN LLC 630 VERNON AVE GLENCOE IL60022	SHELTON PHILIP L & GLENDA SUE 6902 E HIGHLAND SCOTTSDALE AZ85251	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251
GIROUX TERRENCE J/KEEBLER BARBARA A PO BOX 639 UPPERVILLE VA20185	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	BENNETT CHRISTOPHER B/TRACY L 5870 N 74TH PL SCOTTSDALE AZ85250
A D ANDERSON A C C LTD PO BOX 117508 CARROLTON TX75011	SUEDA GERRY/FLORENCE/BOCKHOLD TIMOTHY/DEBORAH 18849 SANTA ISADORA ST FOUNTAIN VALLEY CA92708	OPTIMA SONORAN VILLAGE LLC 630 VERNON AVE GLENCOE IL60022
RAY JOAN C TR PO BOX 1354 CHICAGO IL60690	RYAN KEITH 8114 E CACTUS RD UNIT 23 SCOTTSDALE AZ85250	OPTIMA CAMELVIEW VILLAGE LLC 630 VERNON AVENUE GLENCOE IL60022
GREEN ANN C 2865 BARBADOS DRIVE EUGENE OR97408	ARCADIA WATER CO 7009 E CAMELBACK RD SCOTTSDALE AZ85251	SCOTTSDALE FASHION SQUARE LLC 2235 FARADAY AVE STE O CARLSBAD CA92008
SCOTTSDALE FASHION SQUARE LLC 2235 FARADAY AVE STE O CARLSBAD CA92008	BANK OF NEW YORK TRUST COMPANY NATIONAL ASSOC 5221 N OCONNOR BLVD STE 600 IRVING TX75039	SALT RIVER PROJECT AG IMP & POWER DIST 1521 PROJECT DR TEMPE AZ85281
7277 SCOTTSDALE HOTEL LLC 4501 SCOTTSDALE RD 201 SCOTTSDALE AZ85251	WTORKOWSKI JOSEPH S 5338 W MAUNA LOA LN GLENDALE AZ85306	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251
WILLIAMS RICK/HERNANDEZ KARLA 7157 E RANCHO VISTA DR UNIT 1012 SCOTTSDALE AZ85251	METZLER I SCOTTSDALE WATERFRONT LP 700 5TH AVE STE 6175 SEATTLE WA98104	JAUME FRANCISCO/CHERYL 8725 N LIVE OAK DR PRESCOTT AZ86305
SCOTTSDALE FASHION SQUARE PARTNERSHIP 2235 FARADAY AVE STE O CARLSBAD CA92008	SCOTTSDALE RENAISSANCE LLC 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	MARUSIAK ROBERT L/LUCIA R 5915 E INDIAN SCHOOL RD PHOENIX AZ85018

OPTIMA CAMELVIEW VILLAGE LLC 630 VERNON AVENUE GLENCOE IL60022	SAFARI DRIVE MARKETING CORPORATION 201 E WASHINGTON ST 11TH FLOOR PHOENIXAZ	JANSEN ANNA MARIA 28150 N ALMA SCHOOL PKWY 103-300 SCOTTSDALE AZ85262
ROMANCHIK JOSEPH J/LISA L 6532 FOREST PARK DR SIGNAL MOUNTAIN TN37377	SILVER FERN LLC 630 VERNON AVE GLENCOE IL60022	SCOTTSDALE CANAL DEVELOPMENT LLC 14350 N FRANK LLOYD WRIGHT BLVD STE 14 SCOTTSDALE AZ85260
OPTIMA CAMELVIEW VILLAGE LLC 630 VERNON AVENUE GLENCOE IL60022	SCOTTSDALE WATERFRONT COMMERCIAL LLC 7135 E CAMELBACK RD STE 155 SCOTTSDALE AZ85251	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251
SILVER FERN LLC 630 VERNON AVE GLENCOE IL60022	EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	DETTMANN JAMI LYNN/LAYMAN CHRISTOPHER JOHN 4709 N 70TH ST SCOTTSDALE AZ85251
FLOYD ANTHONY C/BARON JOAN 8325 E MONTE VISTA RD SCOTTSDALE AZ85257	INSEI INVESTMENTS INC 1988 NW 130TH AVE PEMBROKE PINES FL33028	CAMELBACK AND SCOTTSDALE RD LLC 5555 E VAN BUREN STE 125 PHOENIX AZ85008
DAVIS JAMES P 7147 E RANCHO VISTA DR 1006 SCOTTSDALE AZ85251	RYAN GRACE PATRICIA TR 4710 N 70TH ST SCOTTSDALE AZ85251	PHILLIPS NANCY GILBERT TR 7301 E 3RD AVE NO 222 SCOTTSDALE AZ85251
ARCADIA WATER CO 7009 E CAMELBACK RD SCOTTSDALE AZ85251	MUNIER JAMES L/RUTH H TR 4719 N 69TH ST SCOTTSDALE AZ852511243	OPTIMA CAMELVIEW VILLAGE LLC 630 VERNON AVENUE GLENCOE IL60022
EMERALD EQUITIES L L C 4501 N SCOTTSDALE RD STE 201 SCOTTSDALE AZ85251	SAFARI DRIVE MARKETING CORPORATION 175 W JACKSON BLVD STE 540 CHICAGO IL60604	HORTON ROGER/LIZ 1481 STEVENS LAKE RD PAGOSA SPRINGS CO81147
SCOTTSDALE CITY OF 3939 N DRINKWATER BLVD SCOTTSDALE AZ852514468	REYNOLDS HOLLY R 6860 E HIGHLAND AVE SCOTTSDALE AZ852510000	SAVAGE NEVIN W/N LESLIE TR 6909 E PARADISE PKWY SCOTTSDALE AZ85251
MADDEN MICHAEL A 4719 N 70TH ST SCOTTSDALE AZ85251	THE 7147 E RANCHO VISTA DR UNIT 1007 TR 7147 E RANCHO VISTA # 1007 SCOTTSDALEAZ	FRENT JESSICA M 7176 E RANCHO VISTA DR NO 1003 SCOTTSDALE AZ85251

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

VERLANDER JOHN M
5835 ONIX DR STE 300
EL PASO
TX79912

RUDOLPH BONNIE L
4701 N 68TH ST 247
SCOTTSDALE
AZ85251

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

ICP 2700A LLC ETAL
2235 FARADAY AVE STE 0
CARLSBAD
CA92008

WANDAS INVESTMENTS LLC
3104 E CAMELBACK RD NO 844
PHOENIX
AZ85016

METZLER I SCOTTSDALE WATERFRONT LP
700 5TH AVE STE 6175
SEATTLE
WA98104

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

EMERALD EQUITIES L L C
4501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

EMERALD EQUITIES LLC
501 N SCOTTSDALE RD STE 201
SCOTTSDALE
AZ85251

HAZARD AUDREY
4715 N 69TH ST
SCOTTSDALE
AZ85251

RAS SCOTTSDALE ROAD LLC/ETAL
9320 WILSHIRE BLVD STE 300
BEVERLY HILLS
CA90212

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

OPTIMA CAMELVIEW VILLAGE LLC
630 VERNON AVENUE
GLENCOE
IL60022

COEHN BRADLEY SCOTT/ADRIENNE A
800 KING FARM BLVD STE 210
ROCKVILLE
MD20850

SHAPIRO FRED B
6938 E MONTECITO AVE
SCOTTSDALE
AZ85251

WEIBEL KATHLEEN J/DONALD E TR
PO BOX 1126
NIWOT
CO80544

BOLLINGER CHRISTOPHER
7151 E RANCHO VISTA DR UNIT 1003
SCOTTSDALE
AZ85251

SCOTTSDALE FASHION SQUARE LLC
2235 FARADAY AVE STE 0
CARLSBAD
CA92008



City of Scottsdale Cash Transmittal

85289

***** DUPLICATE *****

85289
5 00283300
10/01/10 PLN-1STOP
ANBENNETT CQSDC32001
10/1/2010 12:05 PM
\$106.00

Received From :

Coal Creek Consulting, LLC
2520 E UNIVERSITY DR STE 107
SCOTTSDALE, AZ 85281
602-369-9038

Bill To :

***** DUPLICATE *****

Coal Creek Consulting, LLC
2520 E UNIVERSITY DR STE 107
SCOTTSDALE, AZ 85281
602-369-9038

Reference # 586-PA-2010-0

Issued Date 10/1/2010

Address 4500 N SCOTTSDALE RD

Paid Date 10/1/2010

Subdivision PROPERTY DIVISION

Payment Type CREDIT CARD

Marketing Name

Lot Number 2

Cost Center

MCR 1000-42

County No

Metes/Bounds No

APN 173-37-004

Gross Lot Area 0

Water Zone

Owner Information

NAOS Lot Area 0

Water Type

SCOTTSDALE FASHION SQUARE LLC
2235 FARADAY AVE
CARLSBAD, CA 92008
480-990-7800

Net Lot Area

Sewer Type

Number of Units 1

Meter Size

Density

QS 18-44

Code	Description	Additional	Qty	Amount	Account Number
3180	PRE-APPLICATION / SA		1	\$85.00	100-21300-44221
3199	RECORDS PACKET FOR PREAPPS		1	\$21.00	100-21300-44221

SIGNED BY DECLAN MURPHY ON 10/1/2010

Total Amount

\$106.00

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)

TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 85289



Project Pre-Application Questionnaire

The purpose of the Pre-Application process and this questionnaire is to provide preliminary information to the City's Planning Department on your proposed development project. This information and a Pre-Application meeting facilitate discussion on the development review process and related issues most likely applicable to your development project.

Pre-Application Process

Most development proposals are required to go through one or more application and/or entitlement processes, some of which involve public hearings. To process your pre-application and to enable your meeting to be productive, the attached forms and all required materials must be provided. At the pre-application meeting, city staff will highlight areas where you may need to pay particular attention, and which, if any, public hearing process(es) you will be required to go through. More information can be found at www.scottsdaleaz.gov/BldgResources/DevProcess

Completed pre-application application forms, all required materials and fees should be submitted in person to the One-Stop-Shop located at 7447 E. Indian School Road. Make checks payable to "City of Scottsdale."

After the pre-application packet has been accepted, the request is routed for assignment and scheduling. A staff member will contact you to schedule a pre-application meeting with staff.

Submittal Date: 9/30/10

Project No.: 586 -PA- 2010

Project Name: T-Mobile PH30927 Fashion Square

Parcel No(s): 173-37-003

Address: 4500 N Scottsdale Road, Scottsdale AZ

Quarter Section(s): 18-44

Property Details:

☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Industrial ☐ Other

Lot Size: 869,235

Current Zoning: D/RC02

Current Use(s): Shopping Mall

Has a 'Notice of Compliance' been issued? ☐ No ☐ Yes If yes, provide a copy with this submittal

Application Type:

☐ Abandonment (AB)

☐ In-Lieu Parking Request (IP)

☐ Rezoning (ZN)

☐ Development Review (DR)

☐ Master Plan (MP)

☐ Text Amendment (TA)

☐ ESLO Hardship Exemption (HE)

☐ Master Sign Program (MS)

☐ Use Permit (UP)

☐ ESLO Wash Modification (WM)

☐ Notice of Compliance

☐ Variance (BA)

☐ General Plan Amendment (GP)

☐ Preliminary Plat Subdivision (PP)

☐ Other _____

Owner: Scottsdale Fashion Square LLC

Applicant: Declan Murphy

Company: _____

Company: T-Mobile

Address: 2235 Faraday Ave Ste0 Carlsbad CA 92008

Address: 2520 E University Dr, #107, Tempe AZ

Phone: 775 829 6929 Fax: 310 773 1131

Phone: 602 326 0111 Fax: 602 326 0111

E-mail: scott.burchard@macerich.com

E-mail: dmurphy@coal-creek.com

Signature (circle one): _____ Owner _____ Applicant _____

Date _____

Planning, Neighborhood & Transportation Division

7447 E Indian School Road Ste 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Project Pre-Application Questionnaire

Submittal Date: 9/30/10

Project No.: 586 -PA- 2010

Please Note: All projects require a legally-assigned address; if an address is not currently assigned to your project, please submit a site plan to Records Division staff to obtain one. **This may take up to 5 days.** The Address Request form is available on-line at www.scottsdaleaz.gov/bldgresources/records.

All items listed below must be submitted to constitute a complete submittal.

Submittal Requirements:

☒ 1. **Completed Project Pre-Application Questionnaire & Fee** 85
(Fees subject to change every July)

☒ 2. **Records Packet Fee** 21
The Records Packet Fee will be processed by staff. The applicant need not visit the Records desk to obtain the packet.
(Fees subject to change every July)

☒ 3. **Conceptual Drawing(s)** – One (1) copy of conceptual site plan, plot plan, or schematic drawing representing your request (not required for Abandonments). If requesting Development Review Board approval, include elevations showing architectural character.
(24" x 36", 11" x 17", or 8.5" x 11" paper sizes only)

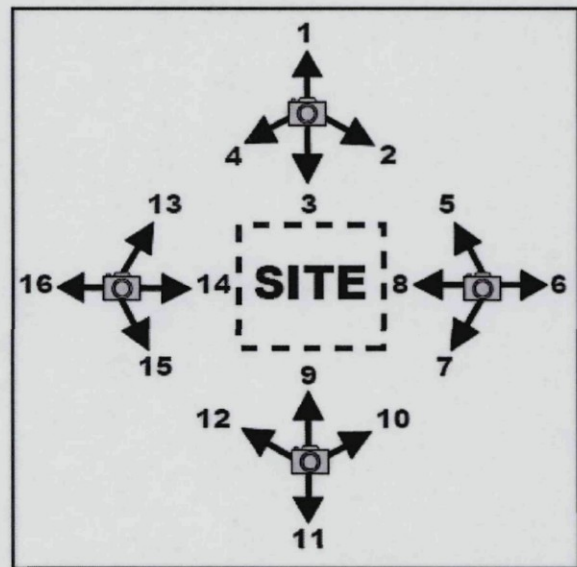
☒ 4. **Project Narrative** – Attach a detailed descriptive narrative of the site layout that includes the following information:

- Purpose of this request
- Describe any and all pertinent information related to the request including, but not limited to, site circulation, parking and design, drainage, architecture, proposed land use, and lot design.
- Any improvements and uses that currently exist on the property or on neighboring properties.
- Explain how your proposal is compatible with the surrounding area.
- Describe any unusual characteristics that may restrict or affect your development.
- Targeted date to begin construction.

☒ 5. **Site / Context Photographs**

Provide color photographs showing the site and the surrounding buildings/properties in order to provide city staff with a visual impression of the current site conditions. Use the guidelines below for photos.

- Photos are to be taken looking in towards the project site and adjacent to the site.
- Photos should show adjacent improvements and existing on-site conditions.
- Refer to photograph number and direction of view.
- If your site is greater than 500 ft. in length, also take the photo locations shown in the dashed lines.
- Do not mount photos on large poster boards, cork boards, etc.



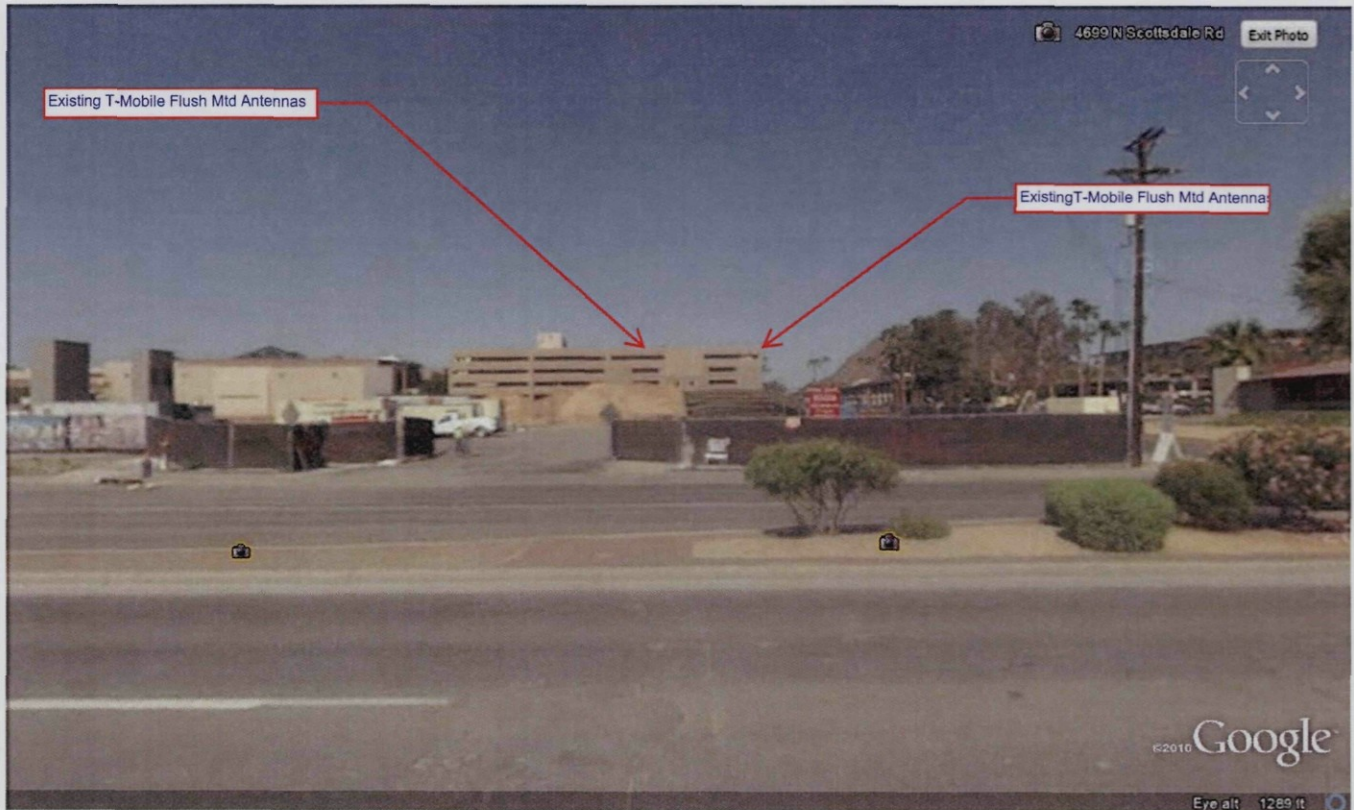
FOR ADMINISTRATIVE USE ONLY

☐ A Pre-application meeting with Planning Staff has already occurred with _____. Date: _____

Planning, Neighborhood & Transportation Division

7447 E Indian School Road Ste 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

Submitted
10-2-2010
Revision Date: 03/31/10 cc



Looking West toward Existing T-Mobile Site Flush Mounted to Parapet of Parking Structure



Looking West toward Existing T-Mobile Site Flush Mounted to Parapet of Parking Structure

T-Mobile

4500 N Scottsdale Road

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T-Mobile

SITE #: PH30927G
SITE NAME: SCOTTSDALE PARKING
CITY: SCOTTSDALE
STATE: ARIZONA
COUNTY: MARICOPA
DESIGN TYPE: EXISTING PARKING STRUCTURE

433-SA-10
APPROVED

12-15-10
DATE

KN
INITIALS

SITE PHOTO



PROJECT INFORMATION

ADDRESS

4500 N. SCOTTSDALE RD.
SCOTTSDALE, AZ, 85251

LANDLORD

SCOTTSDALE FASHION SQUARE PARTNERSHIP
2235 FARADAY AVE
CARLSBAD, CA, 92008
CONTACT: T.B.D.
PHONE: T.B.D.

LAND DESCRIPTION OF SUBJECT PARCEL

ZONING: D/RCO-2 (C-DT)
APN: 173-37-003

PROJECT OWNER

T-MOBILE WEST CORP.
2625 S. PLAZA DRIVE, #400
TEMPE, ARIZONA, 85282
CONTACT: KEVIN BRANTLEY
PHONE: (480) 638-2372

PROJECT DESCRIPTION

PROPOSED REMOVAL OF (6) EXISTING T-MOBILE ANTENNAS, TO BE REPLACED WITH (6) NEW T-MOBILE ANTENNAS MOUNTED TO EXISTING MOUNTS ON THE EXISTING STRUCTURE. INSTALL (12) NEW RUNS OF COAX, TO MATCH EXISTING.

CONSULTING TEAM

ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA #211
SCOTTSDALE, AZ, 85258
CONTACT: MATT YOUNG
PHONE: (480) 451-9609

SITE ACQUISITION

COAL CREEK CONSULTING
2520 E. UNIVERSITY DRIVE, #107
TEMPE, AZ, 85281
CONTACT: JIM CACIOLA
PHONE: (602) 405-3550

INDEX OF DRAWINGS

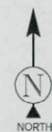
NUMBER	NAME OF SHEET	REV.
T-1	TITLE PAGE	0
A-1	SITE PLAN	0
A-2	ENLARGED SITE PLAN	0
A-3	ANTENNA INFORMATION	0
A-4	ELEVATIONS	0
A-5	ELEVATIONS	0

VICINITY MAP



DRIVING DIRECTIONS

FROM T-MOBILE'S OFFICE, HEAD NORTH ON PRIEST DRIVE, THEN TURN LEFT (WEST) ONTO BROADWAY, PROCEED WEST ON BROADWAY, THEN TURN RIGHT (NORTH) ONTO AZ-143, PROCEED NORTH TO McDOWELL ROAD, THEN TURN RIGHT (EAST), PROCEED EAST TO SCOTTSDALE ROAD & TURN LEFT (NORTH) PROCEED NORTH PAST CAMELBACK ROAD, THEN TURN LEFT INTO NORTH ENTRANCE TO SCOTTSDALE FASHION SQUARE, PROCEED WEST TO ENTER PARKING STRUCTURE, SITE IS ON THE 5th (FIFTH) LEVEL AT THE SOUTHEAST CORNER.



CLIENT

T-Mobile

2625 S. PLAZA DR. #400, TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

INTERNAL REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

REAL ESTATE SIGNATURE

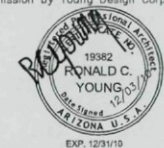
PLANS PREPARED BY

young
design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

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PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	09/01/10	INITIAL ISSUE
2	09/30/10	FINAL ISSUE

ARCHITECTS JOB NO.

YDC-2157

PROJECT INFORMATION

PH30927G

SCOTTSDALE PARKING GARAGE

4500 N. SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

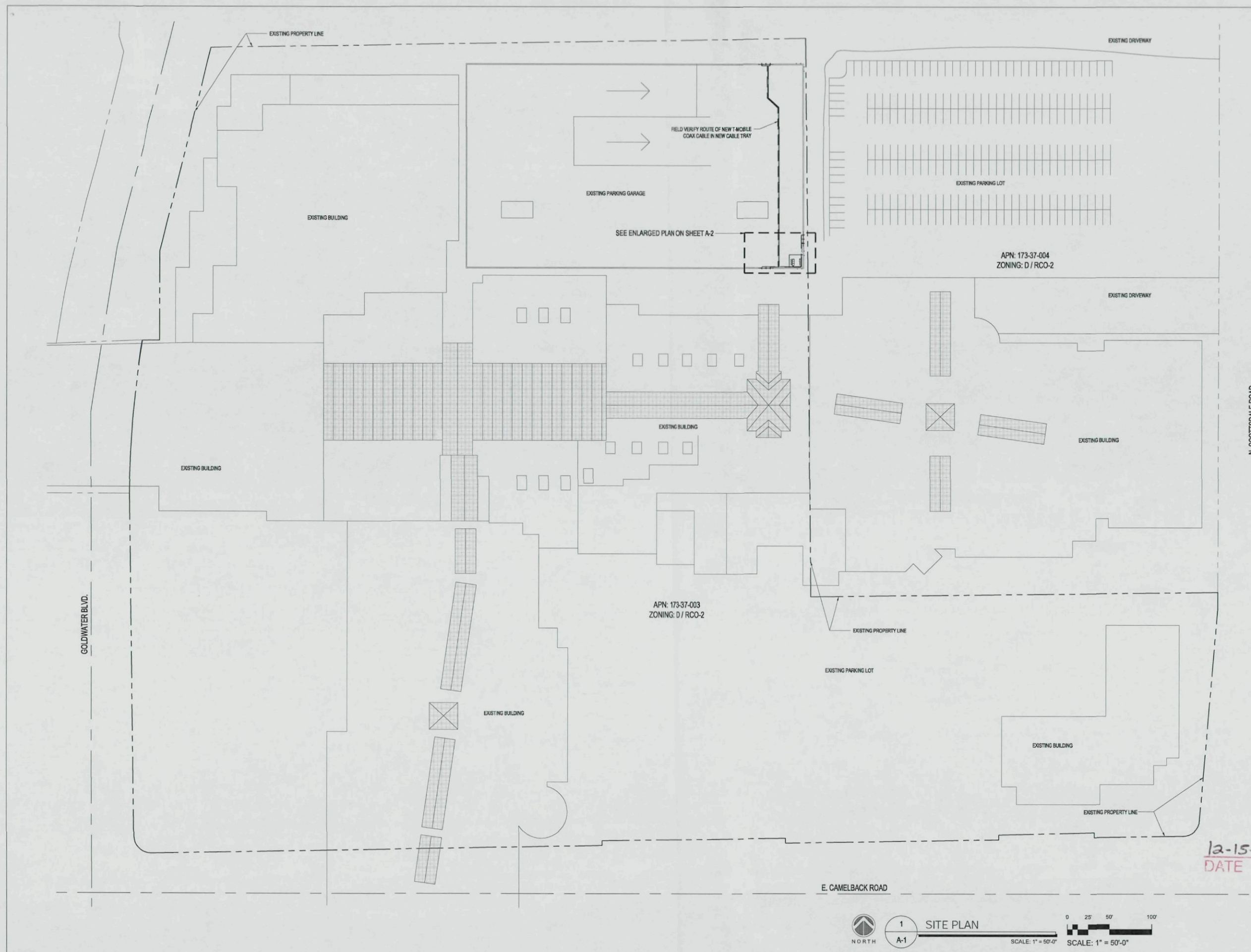
SHEET TITLE

PROJECT INFORMATION
AND DATA

JURISDICTION APPROVAL

SHEET NUMBER

T-1



CLIENT

T-Mobile

2625 S. PLAZA DR. #400, TEMPE, ARIZONA, 85282
PHONE: (480) 638-2800 FAX: (480) 638-2852

INTERNAL REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

young design corp

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

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RONALD C. YOUNG
1982
REGISTERED PROFESSIONAL ARCHITECT
STATE OF ARIZONA
EXP. 12/31/10

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ARCHITECT'S JOB NO.
YDC-2157

PROJECT INFORMATION

PH30927G

SCOTTSDALE PARKING GARAGE

4500 N. SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

SHEET TITLE

SITE PLAN

JURISDICTION APPROVAL

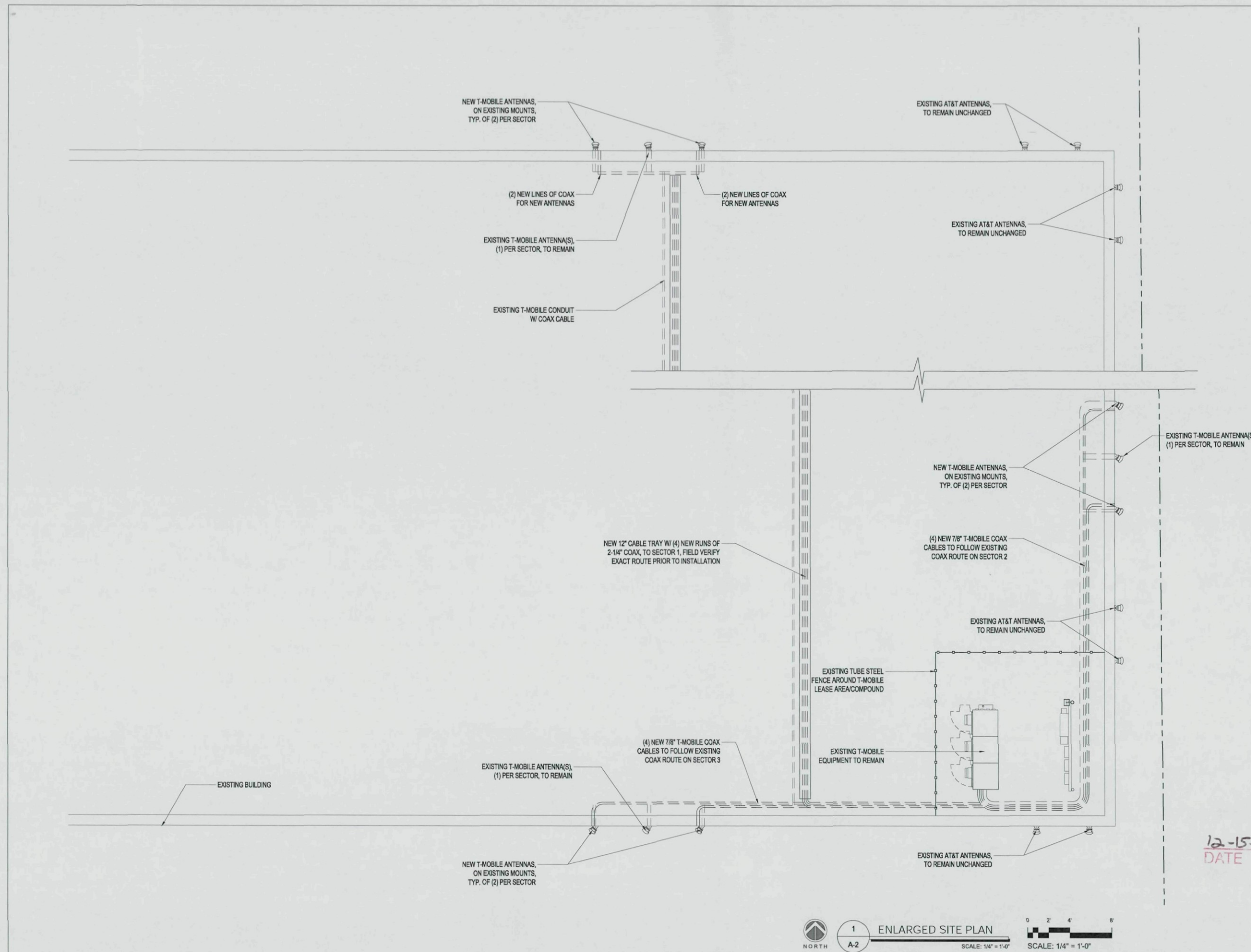
433-SA-10
APPROVED

12-15-10
DATE

KN
INITIALS

SHEET NUMBER

A-1



CLIENT

2625 S. PLAZA DR. #400, TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

INTERNAL REVIEW

DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

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ARCHITECTS JOB NO.

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PH30927G

SCOTTSDALE PARKING GARAGE

4500 N. SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

SHEET TITLE

ENLARGED SITE PLAN

JURISDICTION APPROVAL

433-SA-10

APPROVED

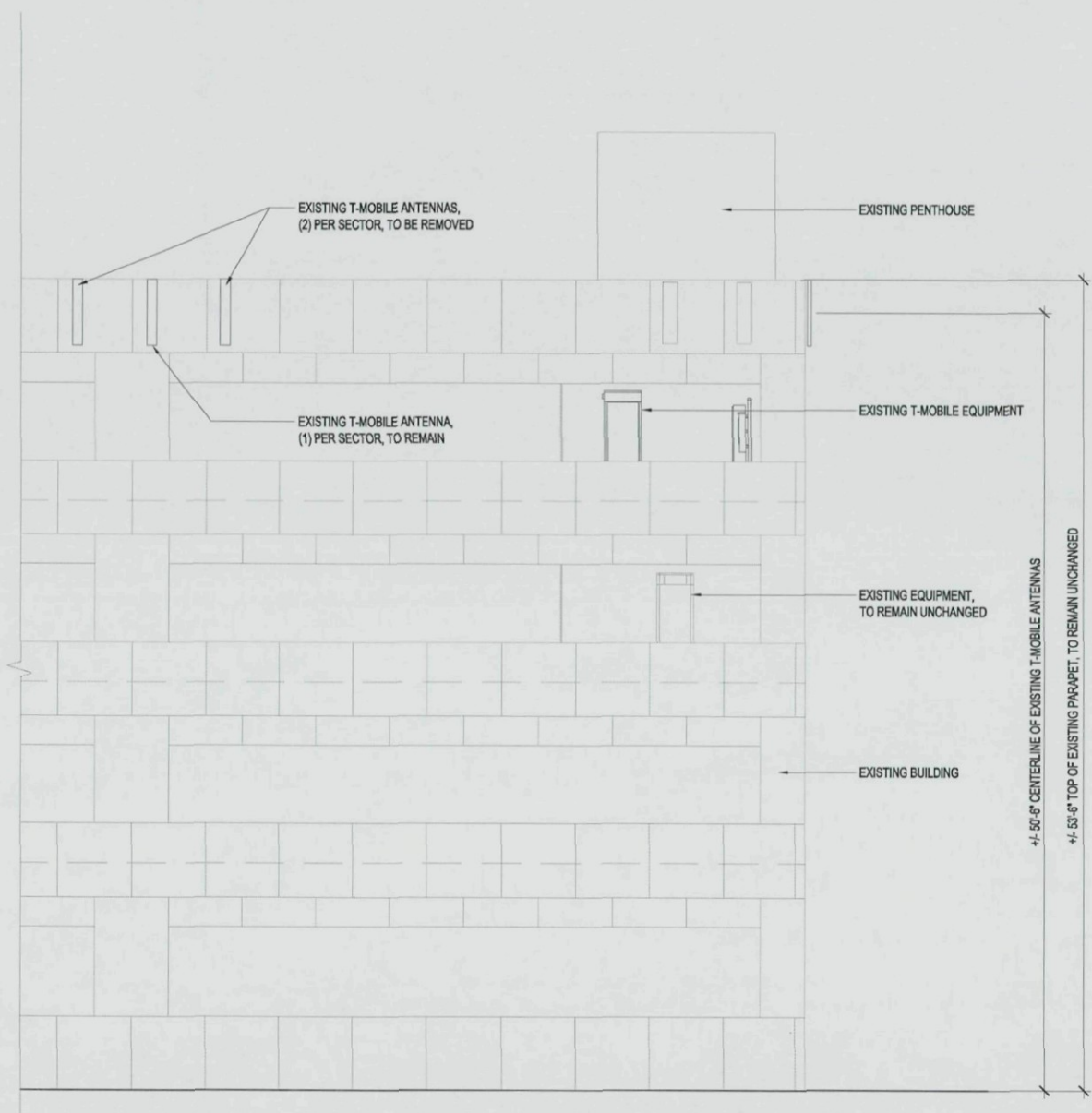
DATE

INITIALS

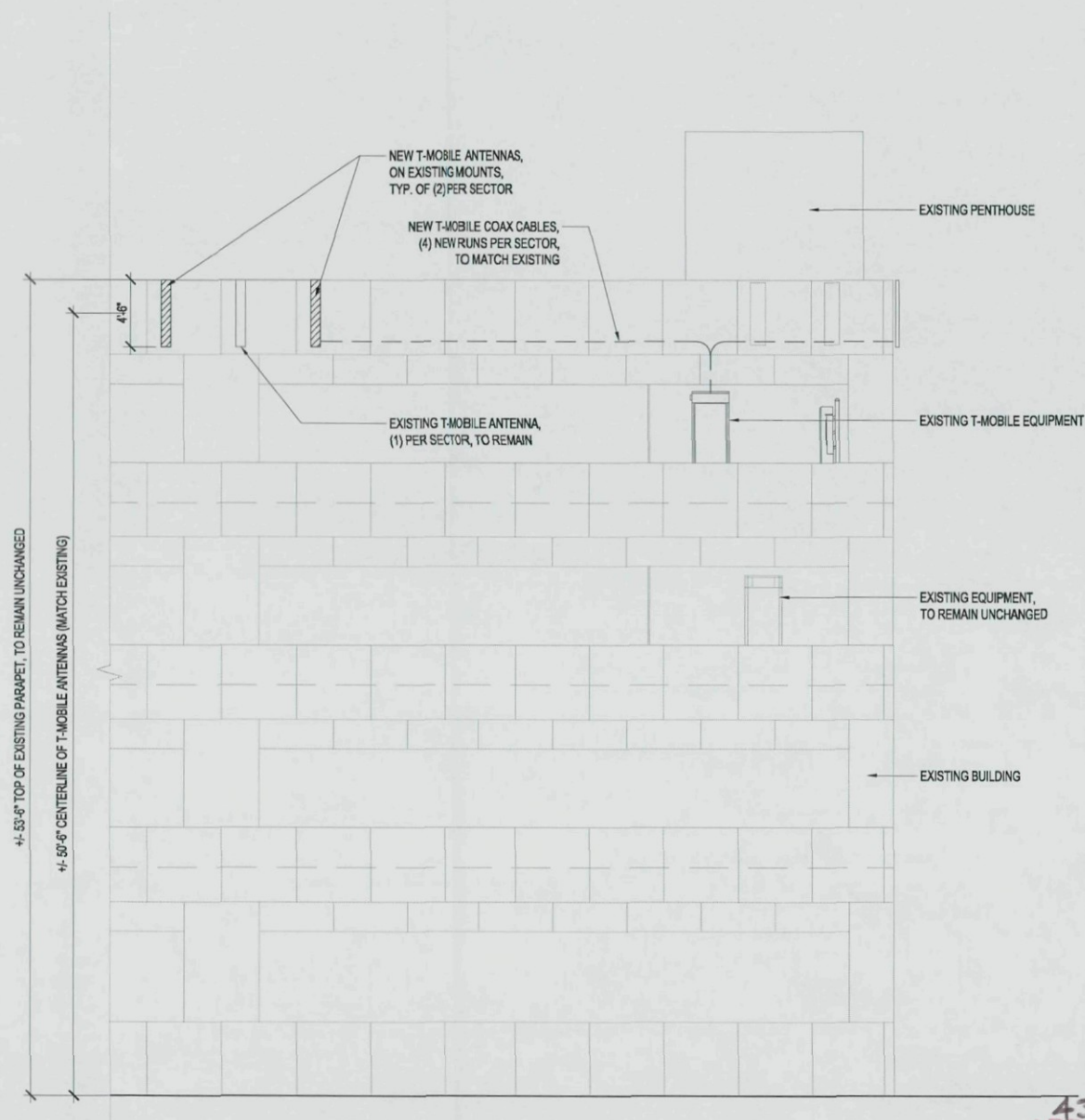
12-15-10 KN

SHEET NUMBER

A-2



2
A-4
EXISTING SOUTH ELEVATION
SCALE: 3/16" = 1'-0"
0 2'-0" 5'-4" 10'-8"



1
A-4
NEW SOUTH ELEVATION
SCALE: 3/16" = 1'-0"
0 2'-0" 5'-4" 10'-8"

CLIENT
T-Mobile
2625 S. PLAZA DR. #400, TEMPE, ARIZONA, 85282
PHONE: (480) 638-2600 FAX: (480) 638-2852

INTERNAL REVIEW _____ DATE _____
CONSTRUCTION SIGNATURE _____
RF SIGNATURE _____
REAL ESTATE SIGNATURE _____

PLANS PREPARED BY
Young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608

SEAL
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NO.	DATE	DESCRIPTION
1	06/01/10	INITIAL ISSUE
2	06/30/10	FINAL ISSUE

ARCHITECTS JOB NO.
YDC-2157

PROJECT INFORMATION
PH30927G
SCOTTSDALE PARKING GARAGE
4500 N. SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

SHEET TITLE
ELEVATIONS

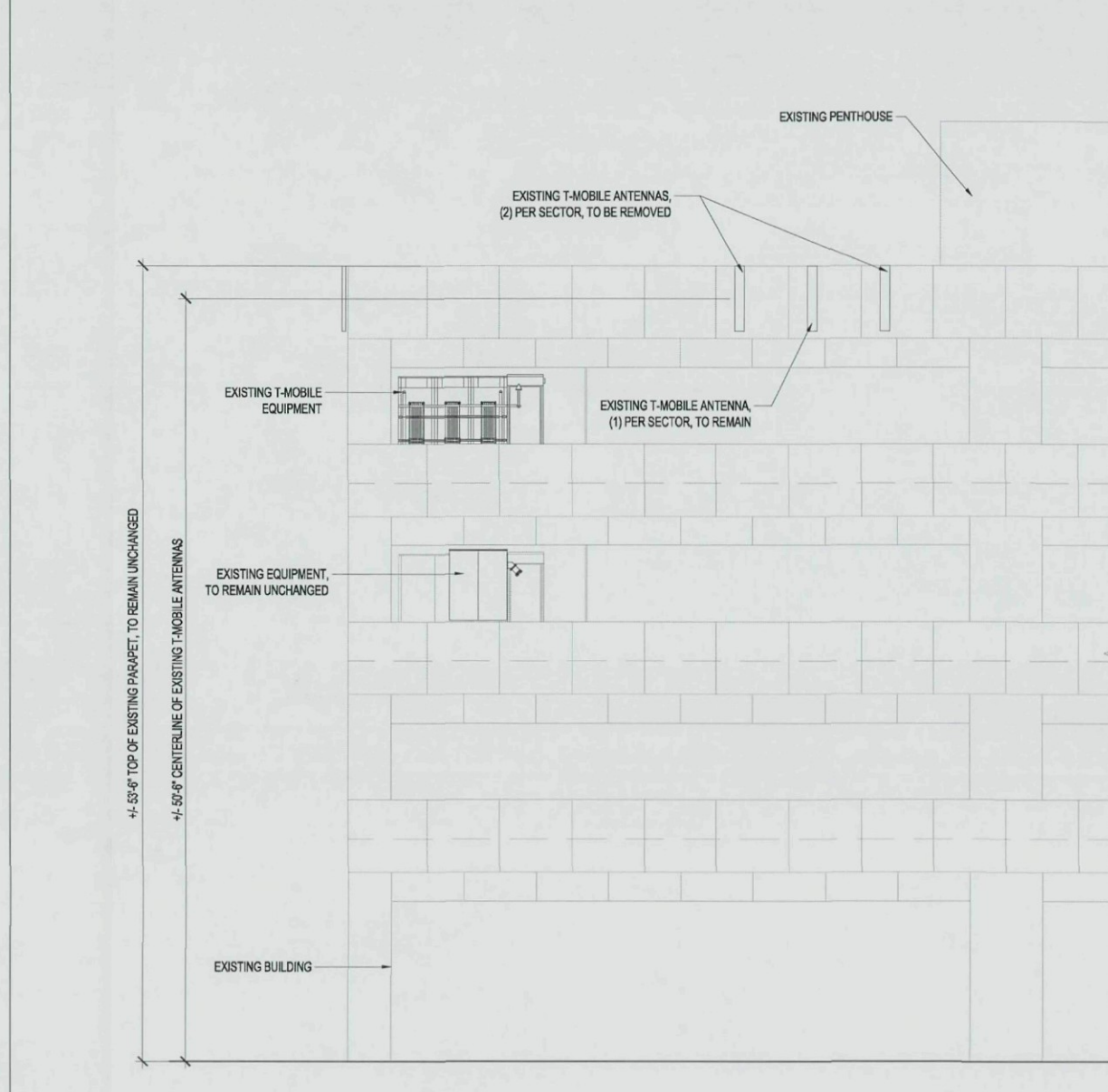
JURISDICTION APPROVAL

433-SA-10
APPROVED

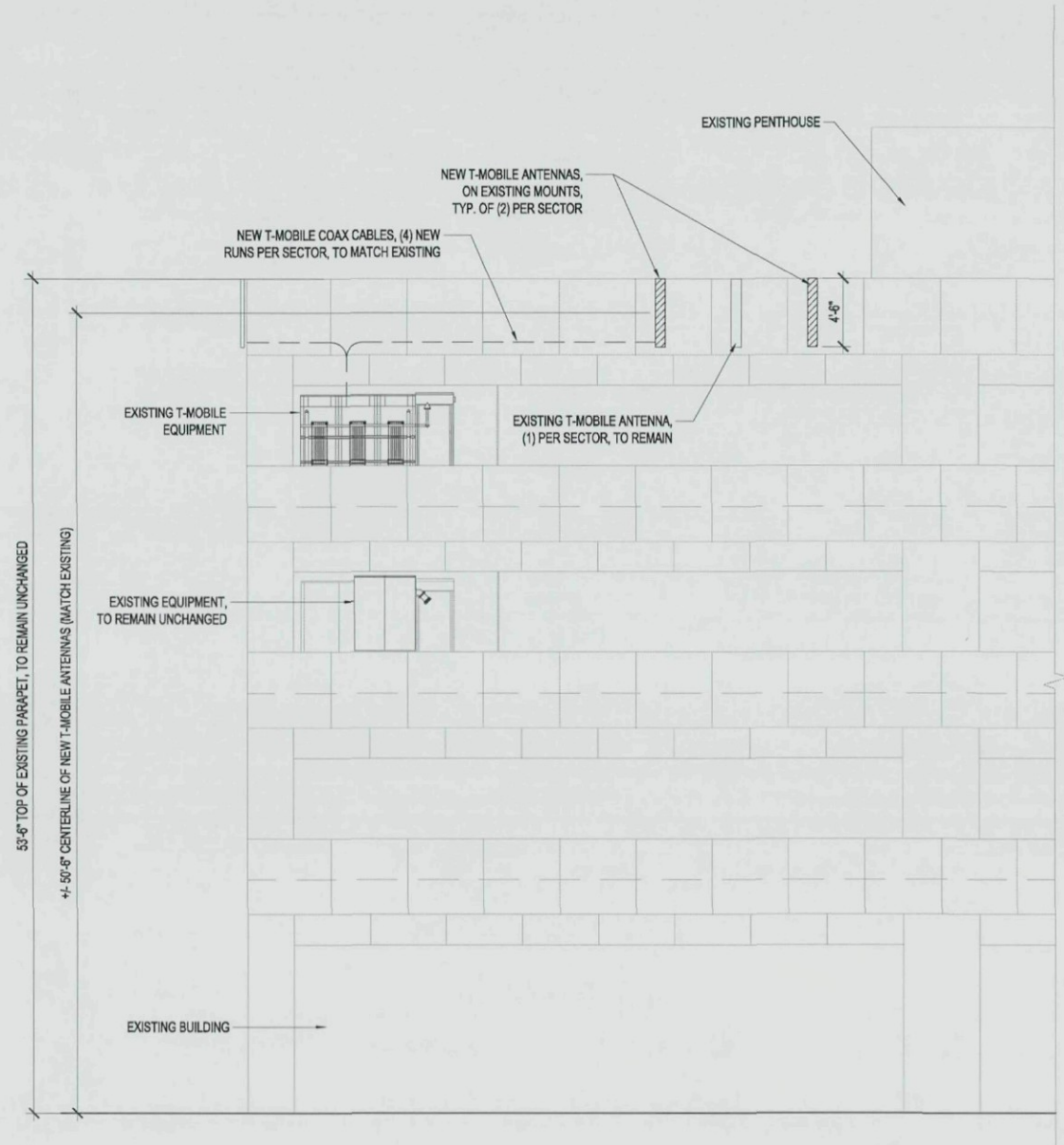
12-15-10
DATE

KN
INITIALS

SHEET NUMBER
A-4



2 EXISTING EAST ELEVATION
A-5
SCALE: 3/16" = 1'-0"
0 2'-8" 5'-4" 10'-8"
SCALE: 3/16" = 1'-0"



1 NEW EAST ELEVATION
A-5
SCALE: 3/16" = 1'-0"
0 2'-8" 5'-4" 10'-8"
SCALE: 3/16" = 1'-0"

12-15-10
DATE

433-5A-10
APPROVED

KN
INIT

CLIENT

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INTERNAL REVIEW

DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

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