

CITY COUNCIL REPORT



Meeting Date: May 19, 2026

General Plan Element: *Public Services and Facilities*

General Plan Goal: *Provide reliable power and communication services that match the character of Scottsdale*

ACTION

Authorize a Wireless Communications License Agreement with New Cingular. Adopt Resolution No. 13631 authorizing Contract No. 2026-043-COS, a Wireless Communications Antenna Site Revocable License Agreement between the City and New Cingular Wireless, PCS, LLC, for wireless telecommunication facilities on land the City owns or has an interest in located at 16601 North Pima Road, Scottsdale, Arizona and known as WestWorld of Scottsdale.

BACKGROUND

The purpose of this action is to approve a license agreement with New Cingular Wireless, PCS, LLC, for the construction and use of a new in-building small cell distributed antenna system ("iDAS") and exterior, building mounted wireless communication facilities. The proposed equipment will provide enhanced wireless coverage and capacity during events held at WestWorld. Historically, temporary wireless facilities have been used to provide wireless coverage and capacity during special events. However, both the City and New Cingular have been notified by other users and guests of WestWorld that the existing coverage is insufficient during special events due to crowd sizes. The proposed iDAS system consists of nine (9) indoor antennas in the Main Hall, and two (2) indoor antennas in the Equidome. Additionally ten (10) new exterior building mounted antennas will be installed on the west facing side of the Equidome and north facing side of the North Main Hall building. Three (3) associated radio equipment cabinets, serving both the interior and exterior antennas, will be placed under the pedestrian ramp on the western side of the Equidome.

The license use fee is \$33,849.24 per year. Additionally, licensee will pay an electric use fee of \$1,200.00 per month and which may be modified based on actual usage. Both the license use fee and electric use fee are subject to an annual escalation of 3%. The term of the license is ten years with the option of two (2) additional five (5) year terms.

This agreement incorporates the City's Standard Terms that are applied to all wireless communication antenna facilities on City-owned property. Those Standard Terms provide, among other things, a right to terminate this agreement with 180-day notice, payments/late fees, City's

reserved rights, use restrictions, improvements generally including future alterations, maintenance, breach by the licensee, insurance, indemnification, compliance with the law, etc.

ANALYSIS & ASSESSMENT

Recent Staff Action

Staff negotiated license terms for the wireless facilities based on similar agreements for other wireless sites throughout the City, but with the addition of adding an iDAS system. Construction and operation of the facilities will not impact access to, or operation of, WestWorld. The location and design for all equipment and antennas were approved with case 140-SA-2025 on 7/29/2025 by the Planning and Development Department.

Significant Issues to be Addressed

New Cingular will coordinate all the construction work to install the antennas and equipment with the City's contract administrator on the site and must give advance notice to the City to gain access to the licensed area. A 24-hour telephone number is provided to New Cingular in the event of an emergency.

RESOURCE IMPACTS

Available funding

New Cingular is responsible for all costs associated with its use and access of the site, including any damage to any City improvements. No City funding is required as a result of this action.

Staffing, Workload Impact

All costs to maintain the antenna and equipment are the responsibility of New Cingular. The license agreement will be administered by existing city staff within Real Estate, Planning & Development, and WestWorld.

Maintenance Requirements

No significant maintenance requirements will result from this action.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13631 authorizing Contract No. 2026-043-COS, a Wireless Communications Antenna Site Revocable License Agreement between the City and New Cingular for wireless telecommunications facilities on certain portions of WestWorld.

Proposed Next Steps

If Council adopts Resolution No. 13631, New Cingular will be allowed to obtain permits and construct, operate and maintain the improvements.

RESPONSIBLE DEPARTMENT(S)

Transportation and Infrastructure -Real Estate, Current Planning, WestWorld

STAFF CONTACTS (S)


Alicia H. Gallardo, Real Estate Management Specialist, (480) 312-7692, agallardo@scottsdaleaz.gov

Keith Niederer, Telecom Policy Coordinator, (480) 312-2953, kniederer@scottsdaleaz.gov

APPROVED BY



Alison Tymkiw, Senior Director – City Engineer
Transportation and Infrastructure
(480) 312-7760, atymkiw@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution No. 13631
2. Location Map
3. Contract No. 2026-043-COS

RESOLUTION NO. 13631

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2026-043-COS, A WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS, PCS, LLC, FOR WIRELESS TELECOMMUNICATION FACILITIES ON LAND THE CITY OWNS OR HAS AN INTEREST IN LOCATED AT 16601 NORTH PIMA ROAD, SCOTTSDALE, ARIZONA AND KNOWN AS WESTWORLD OF SCOTTSDALE.

WHEREAS, the City of Scottsdale ("City") owns or has an interest in certain real property located at 16601 North Pima Road, Scottsdale, Arizona and known as Westworld of Scottsdale ("Westworld"); and

WHEREAS, New Cingular Wireless, PCS, LLC, a Delaware limited liability company (New Cingular) desires to enter into an agreement with City for use of certain portions of Westworld and appurtenant land for construction and operation of wireless telecommunication facilities that will serve the City and its tenants, licensees, and invitees; and

WHEREAS, City desires to allow New Cingular to use the above-described property for that purpose, according to the terms and conditions outlined in Contract No. 2026-043-COS.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, Contract No. 2026-043-COS, a Wireless Communications Antenna Site Revocable License Agreement with New Cingular Wireless, PCS, LLC, for wireless telecommunications facilities on certain portions of land the City owns or has an interest in located at 16601 North Pima Road, Scottsdale, Arizona and known as Westworld of Scottsdale.

Section 2. The City Manager or designee is hereby authorized to execute all other documents necessary to further the purpose of this resolution and Revocable License Agreement.

PASSED AND ADOPTED by the Council of the City of Scottsdale this _____ day of _____ 2026.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

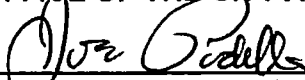
Lisa Borowsky, Mayor

Ben Lane, City Clerk

ATTACHMENT 1

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

A handwritten signature in black ink, appearing to read "Joe Padilla", written over a horizontal line.

Luis E. Santaella, Interim City Attorney
By: Joe Padilla, Deputy City Attorney



LOOP 101

BELL ROAD

94TH STREET

WESTWORLD

PROJECT AREA

CAP CANAL

ATTACHMENT 2						
PROJECT TITLE LOCATION MAP						
ATT EQUIPMENT AT WESTWORLD						
DEPT.	AG	DRAWN	DATE	SCALE	SHT.	
CPM		JD	03/26	NTS	1 OF 1	



**WIRELESS COMMUNICATIONS ANTENNA SITE
REVOCABLE LICENSE AGREEMENT**

THIS WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by the City of Scottsdale, an Arizona municipal corporation (the "Licensor"), and New Cingular Wireless, PCS, LLC, a Delaware limited liability company (the "Licensee").

LICENSOR

Location: WestWorld – 16601 N. Pima Rd., Scottsdale, AZ 85260
(Licensee Site Name: PHO WestWorld IB/DAS and PHO Barrett Jackson Perm)

City Contract Administrator Real Estate Management Specialist **Phone:** 480-312-7250 **Email:** realestate@scottsdaleaz.gov

LICENSEE

Entity Name: New Cingular Wireless, PCS, LLC **Contact:** Attn: Legal Department
Title: Cell Site #: AZL05809

Address: 208 S. Akard St **Phone:** _____

City, State, Zip: Dallas, TX 75202-4206 **Fax:** _____
Email: NoticeIntake@att.com

RECITALS

A. Licensor has recorded that certain Notice of Wireless Communications Antenna Site Revocable License Standard Terms dated December 12, 2016 and recorded in the office of the Maricopa County Recorder at Document No. 2016-0915314 on December 12, 2016. This notice set out various standard recitals and provisions for telecommunications sites located in the City (collectively, the "Standard Terms").

B. Licensor owns or holds an interest in the following parcels of land (collectively, the "City Property"):

1. Two parcels of land located collectively known as the "Large City Parcel" within the City of Scottsdale which contain 34.94 acres, more or less, as described and depicted on Exhibit A (the "Boundary Plan") attached hereto.

2. A small parcel of land located within the Large City Parcel which contains 1.80 acres, more or less, as described and depicted as the "Small City Parcel" on the Boundary Plan.

C. Licensee desires to install, operate, and maintain on the Use Areas cellular communications receiving, processing, and transmitting devices and related electronic equipment (the "Communication Equipment") as follows:

ATTACHMENT 3

1. The actual electronic equipment, portable cabinets for such equipment, and exterior, building-mounted antennas (the "Main Antennas") used to communicate with cell telephones and similar devices, as described and depicted on **Exhibit B** attached hereto (the "Main Antenna Site Plan"). Any and all references to "lease," "lessee," and "lessor" in Exhibit B shall be deemed to say "license," "licensee," and "licensor," respectively.

2. The inbuilding small cell distributed antenna system which includes microcell(s), rerad(s), or other similar or comparable in-building radio-distribution devices and the antennas and small cells serving them together with cables, fibers, or the equivalent connecting them (the "IDAS") as described and depicted on **Exhibit C** attached hereto (the "IDAS Site Plan"). Any and all references to "lease," "lessee," and "lessor" in Exhibit C shall be deemed to say "license," "licensee," and "licensor," respectively.

3. The Communication Equipment excludes any item not shown on the Boundary Plan, the Main Antenna Site Plan, or the IDAS Site Plan (collectively, hereinafter, the Boundary Plan, the Main Antenna Site Plan, and the IDAS Site Plan shall be deemed the "Plans").

D. In order to install the Communication Equipment, Licensee desires to perform certain improvements and other work shown on the Plans (the "Project").

E. Licensor desires to grant to Licensee a license to construct the Project and install, maintain, operate, and repair the Communication Equipment, subject to this Agreement (the "Permitted Uses").

F. Licensor desires to reserve the rights to construct and use, and to allow others to construct and use, all manner of additional improvements upon the Small City Parcel and the Large City Parcel, subject to this Agreement.

LICENSE TERMS

1. Recitals Incorporated. The above Recitals are incorporated into and made part of this Agreement as though set forth fully herein.

2. Standard Terms Incorporated. The Standard Terms are incorporated into and made part of this Agreement as though set forth fully herein. Licensee warrants and represents that Licensee has read and agrees to the Standard Terms. Licensee shall comply with the Standard Terms. Capitalized terms used but not defined in this Agreement shall have the same meanings ascribed to them by the Standard Terms.

3. Standard Terms Application. In the event of any conflict or discrepancy between the Standard Terms and any term or provision of this Agreement, the terms and provisions of this Agreement shall control.

4. Use Areas. Licensor hereby grants to Licensee a license to use the portion of the Small City Parcel as described and depicted in the Plans (the "Use Areas"). Notwithstanding anything in this Agreement to the contrary, the Use Areas include and are limited to only certain areas that Licensee is permitted to exclusively use and occupy (the "Exclusive Areas") and certain areas that Licensee is permitted to use only on a shared basis (the "Shared Areas"). The Exclusive Areas' boundaries and the Shared Areas' boundaries are defined in the Boundary Plan

Legals. If an Exclusive Area or Shared Area is marked as "NONE" on the Boundary Plan Legals, then that specific area shall not apply to this Agreement.

4.1. Exclusive Areas. The use of Exclusive Areas is limited to the following as defined by the Boundary Plan:

4.1.1. The land area defined as "**Enclosure Boundary (As-Surveyed, Located within Building)**" on the Boundary Plan Legals to be used by Licensee solely for the enclosure housing the electronic ground equipment shown on the Plans (the "**Enclosure**"). Such area is confined to the actual area occupied by the exterior structure and the interior of the Enclosure.

4.1.2. Multiple areas as depicted on the Main Antenna Site Plan (and IDAS) to be used by Licensee solely for mounting the Main Antennas. Such area is confined to the elevations and locations actually occupied by the Main Antennas and their supporting brackets.

4.1.3. An area defined as "IDAS" on the Plans to be used by Licensee solely for mounting the IDAS to such area as confined to the elevations and locations actually occupied by the IDAS, together with cables, fibers or the equivalent connecting them, and all their supporting brackets.

4.2. Shared Areas. Shared Areas are limited to the following areas as defined by the Plans:

4.2.1. A motor vehicle parking space described as the "**Parking Space Boundary (As-Surveyed)**" on the Boundary Plan Legals to be used by Licensee solely for parking a service vehicle to service the Communication Equipment.

4.2.2. A cable route depicted as the "**Signal Route**" on the Plans from the Enclosure to the Main Antennas and the IDAS to be used by Licensee solely for radio frequency lines inside the Enclosure to the Main Antennas and the IDAS.

4.2.3. A cable route depicted as the "**Power Route**" on the Plans from the Enclosure to the existing electrical meter location on the south end of the Small Parcel.

4.2.4. A motor vehicle access route described as the "**Access Route CL (As-Surveyed)**" on the Boundary Plan Legals and depicted as the "Access/Vehicle Route" on the Boundary Plan to be used by Licensee solely for vehicle access to the Parking Space.

4.3. Access to Use Area. In addition to the conditions outlined in Section 4.23 of the Standard Terms, prior to accessing the Use Areas, Licensee and its employees, contractors, and subcontractors must at all times comply with Licensor's existing policies, procedures, and directives regarding facility access and municipal security. Licensee's employees, contractors, and subcontractors may apply for and be issued an access device (e.g., access badge) to access and work in the Use Areas unsupervised, in accordance with Licensor's policies and procedures. Any of Licensee's employees, contracts, or subcontractors who has not received such an access device must be

accompanied at all times by a member of Licensor's staff when accessing and working in the Use Areas.

5. Term of Agreement. The Term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date. This Agreement shall automatically be extended for up to two (2) additional terms of five (5) years each, subject to the same terms and conditions outlined herein, unless Licensee terminates it at the end of the then current term by giving Licensor written notice of the intent to terminate at least 6 months prior to the end of the then current term, subject to Section 2.3 of the Standard Terms. Any extensions or modifications to this Agreement in accordance with this paragraph may be administratively approved and executed by Licensor's Contract Administrator.

6. Use Fee. The Use Fee consists of those items provided for in the Standard Terms and as follows:

6.1. Base Use Fee. Licensee shall pay to Licensor a fixed annual amount (the "**Base Use Fee**"). The amount of Base Use Fee per calendar year (the "**Annual Equivalent Amount**") shall be thirty-three thousand eight hundred forty-nine and 24/100 Dollars (\$33,849.24), subject to certain adjustments and payable at the beginning of certain periods (the "**Installment Periods**") as provided in the Standard Terms.

6.2. Electric Use Fee. Licensee shall pay to Licensor a fixed monthly amount for use of Licensor's electric utilities used to power the Communications Equipment (the "**Electric Use Fee**"). The amount of the Electric Use Fee shall be one thousand two hundred and 00/100 Dollars (\$1,200.00) per month, shall be payable at the beginning of the Installment Periods, as provided in the Standard Terms, and shall be subject to a one-time adjustment as follows:

6.2.1. As part of the Project, Licensee shall cause to be installed a submeter or similar device that is capable of monitoring the amount of electric utilities used to power the Communications Equipment. Westworld facility staff must be present during any such installation. During the first year of this Agreement, Licensor shall monitor the amount of electric utilities used to power the Communications Equipment. On or about the first annual anniversary of this Agreement, the Electric Use Fee will be adjusted based on the actual amount of electric utilities used at the utility company's then current rates for watts and loads used. The adjusted Electric Use Fee must be agreed to in writing by the parties hereto before it will become effective. If such parties are unable to agree to an adjusted Electric Use Fee using good faith efforts, then the fee outlined in this section shall remain in place until and unless such an agreement is reached. Additionally, following such agreement, a reconciliation shall take place for the previously paid Electric Use Fee, and Licensee shall either pay any shortage or receive a credit against its next payment(s) of the Electric Use Fee for any overage.

7. Plan Approvals. Before commencing any subsequent alterations to the Communications Equipment, Licensee shall submit plans and specifications to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event Licensor does not either (i) object to the plans in writing or (ii) furnish the Licensee with written approval, within fifteen (15) days of the date of submission of the plans, Licensor will be deemed to have approved them. All work to be done by Licensee shall be

performed in accordance with the approved plans unless otherwise approved in writing by the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

8. Notices. Notices hereunder shall be given in writing mailed by registered or certified mail, return receipt requested, postage prepaid (or delivered by hand delivery, via email, or by Fed-Ex or a similar nationally recognized delivery service) addressed to:

If to Licensee: New Cingular Wireless, PCS, LLC

 Attn: Legal Department
 Re: Cell Site #: AZL05809
 Cell Site Name: Westworld / Barrett Jackson (AZ)
 Fixed Asset No.: 14733132
 208 S. Akard St
 Dallas, TX 75202-4206
 NoticeIntake@att.com

Copy to: New Cingular Wireless PCS, LLC
 Attn: Network Property Management
 Re: Cell Site #: AZL05809
 Cell Site Name: Westworld / Barrett Jackson (AZ)
 Fixed Asset No.: 14733132
 1355 West University Drive
 Tempe, AZ 85201

If to Licensor: Real Estate Management Specialist
 City of Scottsdale
 7447 East Indian School Road, Suite 205
 Scottsdale, AZ 85251

Copy to: City Attorney's Office
 City of Scottsdale
 3939 North Drinkwater Blvd.
 Scottsdale, AZ 85251

By notice from time to time, a person may designate any other street address as its address for giving notice hereunder. Service of notice by mail shall be deemed to be complete three (3) days (excluding holidays) after the notice is deposited in the United States mail and notices by email to Licensee's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. Licensee shall have the non-exclusive right of ingress and egress from the a public right of way, 7 days a week, over the Large Parcel to and from the Use Area for the purpose of installation, operation and maintenance of Licensee's Communications Equipment and utility connections; provided, however, that, except in the event of an emergency, Licensee shall coordinate access to the Small City Parcel with the WestWorld Manager by telephone at 480-312-6802 or by email at westworldadmin@scottsdaleaz.gov (during the WestWorld's regular office hours),

or such other telephone numbers as Licensor may specify from time to time, at least 24 hours prior to accessing the Small Parcel.

Licensor and Licensee acknowledge and agree that Licensee shall not have to provide prior telephonic notice for emergency access or routine maintenance purposes which do not involve a vehicle or cart.

9. **Billing Address.** Licensor is not obligated to issue invoices or other requests for Use Fee payments. But, if Licensor elects to do so, then Licensee prefers that Licensor direct correspondence to Licensee about routine Use Fee payment matters to its address of record.

10. **Licensee Authority.** Licensee warrants to Licensor that the person executing this Agreement on behalf of Licensee has authority to do so. Licensor warrants to Licensee that the person executing this Agreement on behalf of Licensor has authority to do so.

11. **Recording.** This Agreement shall not be recorded.

12. **Revisions to Standard Terms.** As to this Agreement, the following provisions of the Standard Terms are hereby amended as provided below.

12.1. **Licensee's Right to Terminate.** Licensee's use of the Use Areas is contingent upon Licensee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities. As such, notwithstanding anything to the contrary in Section 2.3 of the Standard Terms, Licensee may immediately terminate this Agreement, without the payment of the Twenty Thousand Dollar (\$20,000) cancellation fee, upon written notice to Licensor, in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity and such cancellation, expiration, lapse, withdrawal, or termination of Government Approval was not due to Licensee's action or inaction in Licensee's diligent pursuit of said Government Approval; (iii) Licensee determines that such Government Approvals may not be obtained in a timely manner, or (iv) Licensor's agreement with Barrett Jackson is terminated.

12.2. **Use Fee Adjustment.** Section 3.3 of the Standard Terms is hereby deleted and replaced with the following: "The Base Use Fee and Electric Use Fee (following the one-time adjustment described in Section 6.2.1 herein) shall be adjusted upward at a rate of three percent (3%) each July 1 of this Agreement following the first annual anniversary of this Agreement.

12.3. **Payment of Use Fee.** Section 3.6.3 of the Standard Terms is hereby deleted and replaced with the following: "Licensee shall pay the first installment of the Use Fee (i.e., the Base Use Fee and the Electric Use Fee) no later than sixty (60) days following the Effective Date of this Agreement. If the Effective Date is after the tenth (10th) day of the calendar month, then the Use Fee for the remainder of that month shall be prorated based on a thirty (30) day month, plus all other months in the Installment Period prorated to commencement of the next Installment Period. Otherwise, the first Use Fee installment payment shall be for the number of months in the Installment Period prorated to commencement of the next Installment Period. Thereafter, the Use Fee shall be paid in accordance with Section 3.6 of the Standard Terms." The final Use Fee for

this Agreement shall be prorated based on the remaining time in the term of this Agreement.

12.4. Public Safety. Section 4.11 of the Standard Terms is hereby deleted and replaced with the following: "Public Safety. If the Communication Equipment or any other Licensee equipment, improvements, or activities present any hazard to the public or to Licensor, to Licensor's equipment or facilities, or to Licensor's ability to safely and conveniently operate the Large City Parcel, or perform Licensor's utility, public safety, or public health, safety, and welfare functions, Licensee shall immediately remedy the hazard, comply with Licensor's requests to secure the Large Parcel, and otherwise cooperate with Licensor at no expense to Licensor to remove any impediment to Licensor performing any and all of such functions. If Licensee fails to immediately do so, Licensor may do so at Licensee's risk and expense. Licensee's work crews shall report to the Use Areas within twenty (24) hours after any request by Licensor under this paragraph (or within such shorter period of time as may be required given the circumstances)."

12.5. Required Operation. Section 4.20 of the Standard Terms is hereby deleted.

12.6. Construction Assurance. Section 6.24 of the Standard Terms is hereby deleted and replaced with the following: "Construction Assurances. In addition to any other payment or performance required under this Agreement, Licensee shall, prior to any construction work by Licensee at the Use Areas, provide to Licensor bonds or other assurances ("Improvement Assurances") reasonably acceptable to Licensor that the contractor will properly and timely complete the work and that Licensee will pay for the work. Licensee shall deliver directly to Licensor's legal department (together with a copy to Licensor as provided for notices under this Agreement) a full and complete draft of all Improvement Assurances and all related and supporting documentation at least thirty (30) days prior to the date the Improvement Assurance is required."

12.7. Indemnity and Insurance. Section 11 of the Standard Terms is hereby deleted and replaced with the following:

"XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of this Agreement, Licensee shall insure the Use Areas and property and activities at and about the Use Areas and provide indemnification as follows:

11.1 Insurance Required. Prior to entering, occupying or using the Use Areas in any way, and in any event not later than the date ten (10) days after the date of this Agreement, and at all times thereafter, Licensee shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and no/100 Dollars (\$5,000,000.00) per occurrence and Five Million and no/100 Dollars (\$5,000,000.00) general aggregate including products and completed operations aggregate, premises-operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability

assumed under an "insured contract" The policy shall contain a "separation of insureds" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a combined single limit of One Million and no/100 Dollars (\$1,000,000.00) each accident covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the Use Areas.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a limit of One Hundred Thousand and no/100 Dollars (\$100,000.00) for each accident, One Hundred Thousand and no/100 Dollars (\$100,000.00) disease for each employee, Five Hundred Thousand and no/100 Dollars (\$500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.1.4 Special Risk Property. Unless waived by Licensor in writing, all risk property insurance covering damage to or destruction of Licensee's real and personal improvements to the Small City Parcel in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood).

11.1.5 Personal Property. Licensee shall maintain special causes of loss personal property coverage, as defined by Insurance Services Office, Inc., in an amount per occurrence equal to full replacement cost of all of Licensee's personal property used in connection with the Use Areas.

11.1.6 Builder's Risk Property Insurance. Builder's risk property insurance as follows:

11.1.6.1 Builder's risk insurance must take effect no later than the time covered property comes under Licensee's control or responsibility.

11.1.6.2 Builder's risk insurance must continue in effect without interruption until all of the following have occurred, whether or not the covered property is occupied:

1.1.6.2.1 All work is completed and accepted by Licensee and Licensor.

11.1.6.2.2 Final payment for the construction work and materials has been made.

11.1.6.2.3 No person or entity other than Licensee and Licensor has an insurable interest in the Use Areas.

11.1.6.3 The amount of builder's risk insurance shall be the amount of the entire cost of the Project or other construction work at or related to the Use Areas as well as subsequent modifications thereto.

11.1.6.4 Builder's risk insurance is required for all construction and similar work except the following:

11.1.6.4.1 Portions of work that will be of no benefit or value to Licensor (as opposed to the portions of work solely for the benefit and value of Licensee). Prior to commencement work by Licensee, Licensee shall request from Licensor a notice indicating Licensee's view of which portions of the work benefit Licensor and Licensee.

11.1.6.4.2 Construction having a total value less than Two Hundred Thousand and No/100 Dollars (\$200,000.00).

11.1.6.4.3 Initial Project construction.

11.1.6.5 Builder's risk insurance shall cover at least the perils of fire, lightening, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood.

11.1.6.6 Builder's risk insurance shall cover false work and temporary buildings. Builder's risk insurance must cover covered property that is being transported to the construction site or on the construction site awaiting installation.

11.1.6.7 Builder's risk insurance shall be on a special causes of loss (all-risk) policy form.

11.1.6.8 Builder's risk insurance shall be primary and not contributory.

11.1.6.9 Builder's risk insurance shall insure the interests of Licensor, Licensee and all subcontractors and sub-subcontractors involved in any Licensee's Improvements or other construction work at or related to the Use Areas during the course of any construction.

11.1.6.10 As between Licensor and Licensee, Licensee bears full responsibility for loss or damage to all work being performed and to works under construction.

11.1.6.11 Builder's risk insurance shall cover reasonable compensation for architect's service and expenses required as a result of an insured loss and other "soft costs". Builder's risk insurance shall insure against risks of direct physical loss or damage from external causes including debris removal and demolition occasioned by enforcement of any applicable legal requirements.

11.1.7 Other Insurance. Any other insurance Licensor may reasonably require for the protection of Licensor and Licensor's employees, officials, representatives and officers (all of whom, including Licensor, are collectively "Additional Insureds"), the Use Areas, surrounding property, Licensee, or the activities carried on or about the Use Areas. Likewise, not more often than once in any thirty-six (36) month period, Licensor may elect by not less than thirty (30) days prior notice to, review and acceptance by Licensee to increase the amount or type of any insurance to account for

inflation, changes in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided.

11.2 Form of All Insurance. All insurance provided by Licensee with respect to the Use Areas, whether required by this Agreement or not, and all insurance provided by third parties under this Agreement, shall meet the following requirements:

11.2.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted.

11.2.2 Licensee's insurance required by this Agreement shall be primary insurance as to the risks it covers.

11.2.3 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against Licensor and the other Additional Insureds.

11.2.4 All deductibles, retentions or "self-insured" amounts shall be subject to the following:

11.2.4.1 Licensee shall be solely responsible for all such amounts.

11.2.4.2 No deductible shall be applicable to coverage provided to Licensor.

11.2.5 All general liability and automobile policies must include Licensor and the other Additional Insureds as additional insureds as their interest may appear under this Agreement

11.2.6 All applicable property policies must include Licensor as a loss payee regarding proceeds relating to the Use Areas, and the Large Parcel.

11.2.7 Upon receipt of notice from its insurer(s) Licensee shall provide Licensor with thirty (30) days prior notice of any cancellation of any coverage required by this Agreement.

11.2.8 Licensee may elect to use excess insurance to meet the insurance requirements of this Agreement, but such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3 Evidence of Insurance. Licensee shall provide evidence of all insurance as follows:

11.3.1 Certificates must be in ACORD form or equivalent acceptable to Licensor.

11.3.2 Licensee shall provide to Licensor certificates of insurance annually. Licensee shall provide certificates at other times at Licensor's request.

11.3.3 Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensor and the other Additional Insureds are additional insureds.

11.3.4 Each insurance certificate provided to Licensor constitutes a warranty and representation by Licensee to Licensor that policies, coverages and other matters are actually in effect as described in the certificate.

11.4 Acceptable Insurers. All insurance policies shall be issued by insurers reasonably acceptable to Licensor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++6.

11.5 Licensor's Election to Provide Insurance. Licensor is not required to carry any insurance covering or affecting the Use Areas or use of Licensor's property related to this Agreement. Any insurance or self-insurance maintained by Licensor shall not contribute to Licensee's insurance.

11.6 Representation of Coverage Adequacy. By requiring insurance, Licensor does not represent that coverage and limits will be adequate to protect Licensee. Failure to demand evidence of compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from Licensee's obligation to maintain required insurance.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee shall jointly and severally pay, indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the Use Areas or this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of any use of the Use Areas or other property related to this Agreement by Licensee or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including any injury or damages or cause of action claimed or caused by Licensee's employees, contractors, subcontractors, tenants, subtenants, or agents. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole negligence or willful negligence of Licensor and its employees, agents or contractors.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the Use Areas or other property owned by Licensor, Licensee, or third parties, except for loss, damage or claims arising from the negligence or willful misconduct of Licensor, its employees, agents, contractors or subcontractors. Licensee shall be responsible for any and all damage to Licensee's property and equipment related to Licensee's use of the Use Areas, except for loss, damage or claims arising from the negligence or willful misconduct of Licensor, its employees, agents, contractors or subcontractors.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the Use Areas pursuant to this Agreement to obtain and maintain substantially the same coverage as required of Licensee.

11.10 Indemnities and Insurance Cumulative. Licensee's obligations to indemnify do not diminish in any way Licensee's obligations to insure; and Licensee's obligations to insure do not diminish in any way Licensee's obligations to indemnify. Licensee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Licensee under or connected with this Agreement. The amount and type of insurance coverage required by this Agreement do not limit the scope of the indemnities or other requirements of this Agreement."

12.8. Radio Frequency Compliance Requirements. Section 15.2 of the Standard Terms is hereby deleted and replaced with the following: "Licensee shall comply with all Federal Communications Commission ("FCC") Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules").

[signature pages follow]

EXECUTED as of the date first given above.

LICENSEE: NEW CINGULAR WIRELESS, PCS, LLC,
a Delaware limited liability company,

By: AT&T Mobility Corporation
Its: Manager

Name: _____

Title: _____

EXECUTED as of the date first given above.

LICENSOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation

Lisa Borowsky, Mayor

ATTEST:

Ben Lane, City Clerk

APPROVED AS TO FORM:

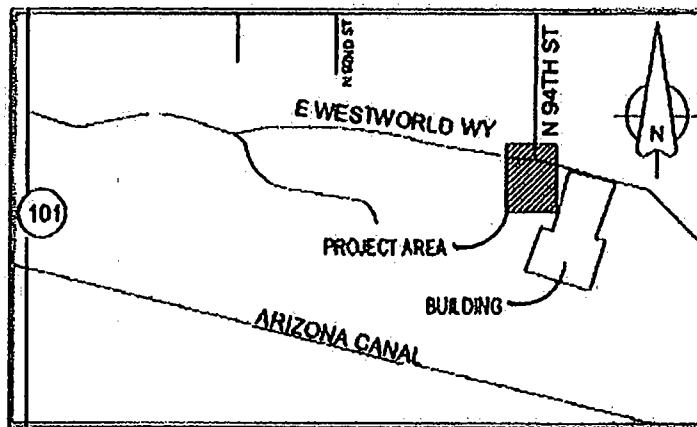


Luis E. Santaella, Interim City Attorney
By: Joe Padilla, Deputy City Attorney

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Boundary Plan
B	Main Antenna Site Plan
C	IDAS Site Plan

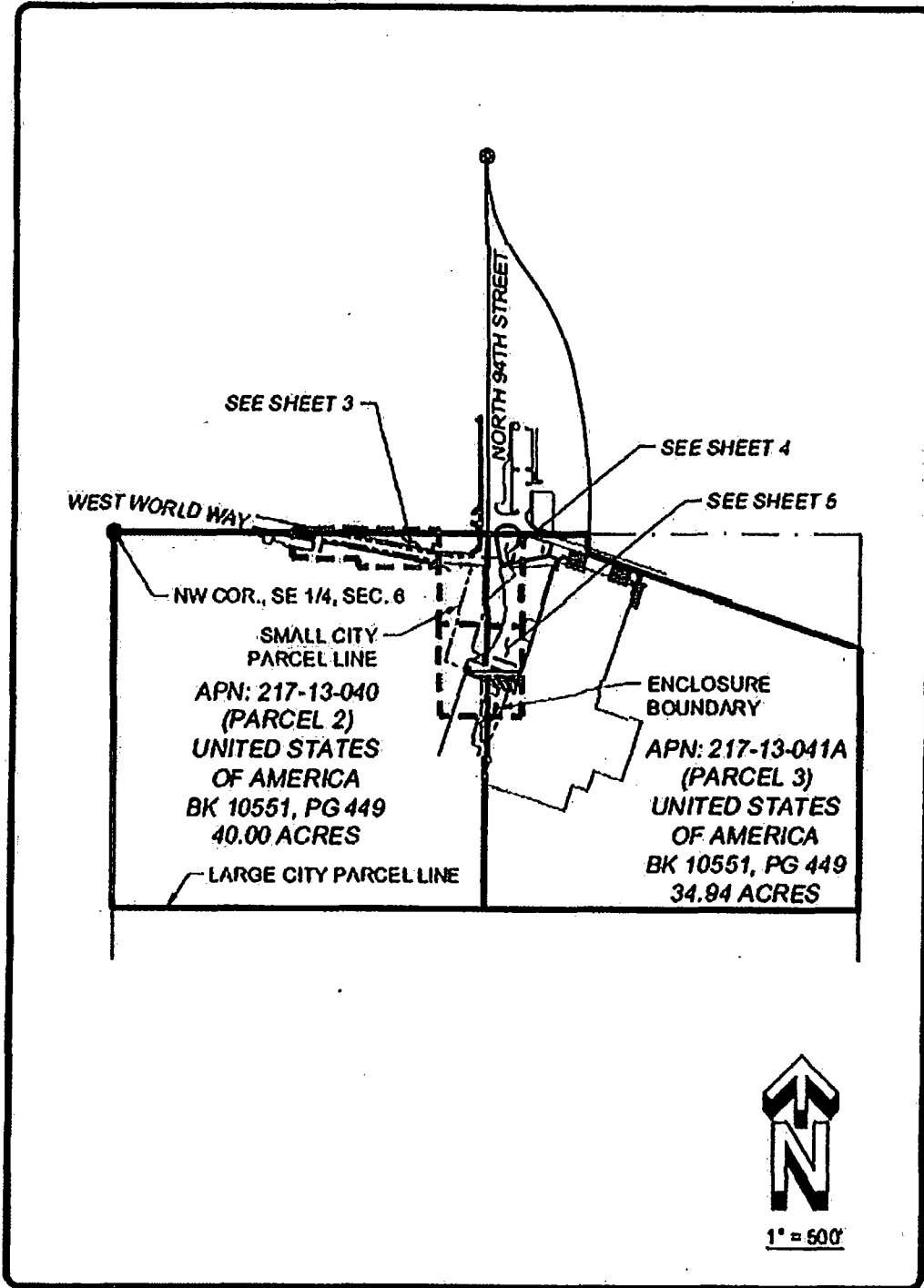
EXHIBIT A
BOUNDARY PLAN



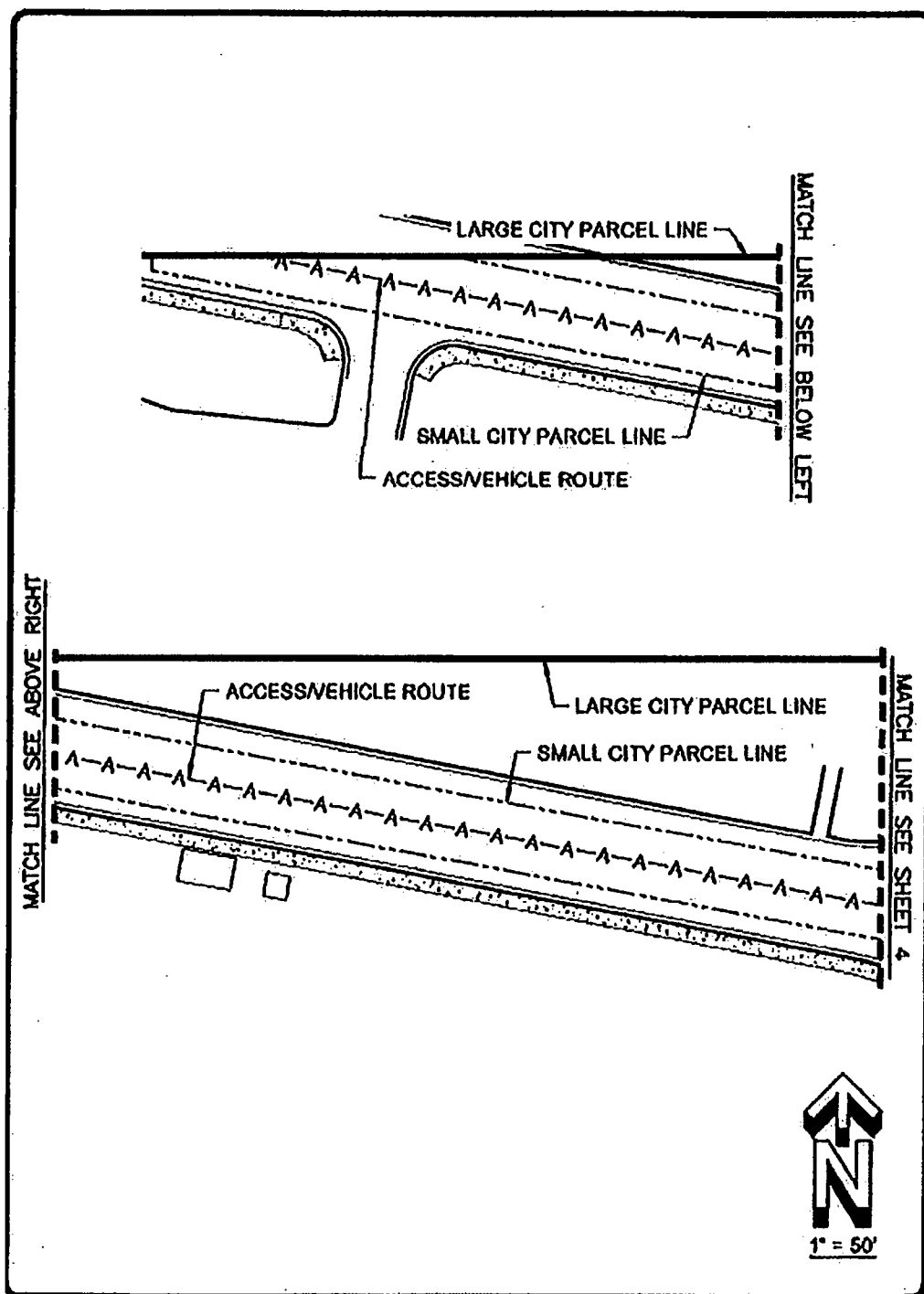
VICINITY MAP
N.T.S.



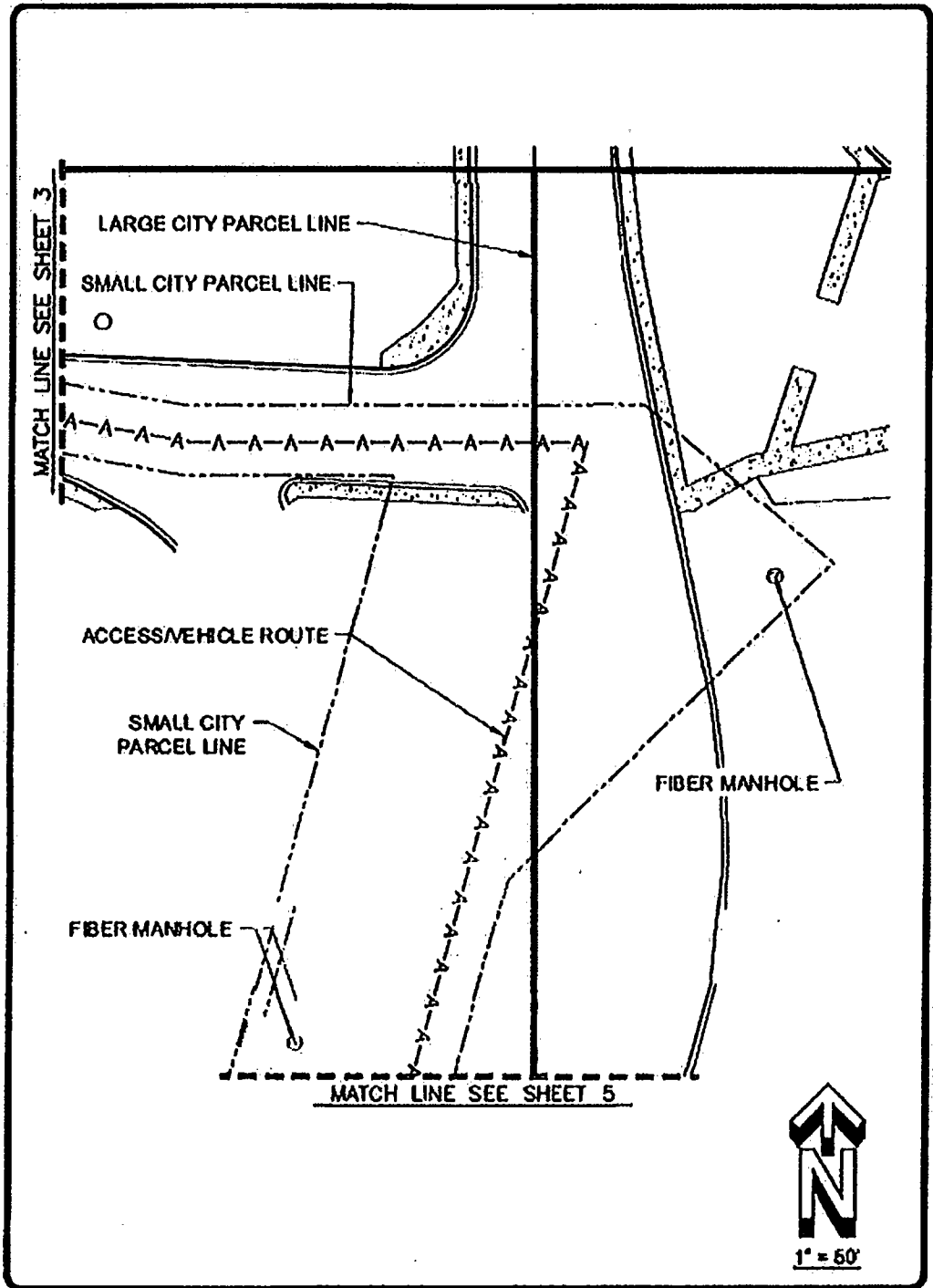
BOUNDARY PLAN



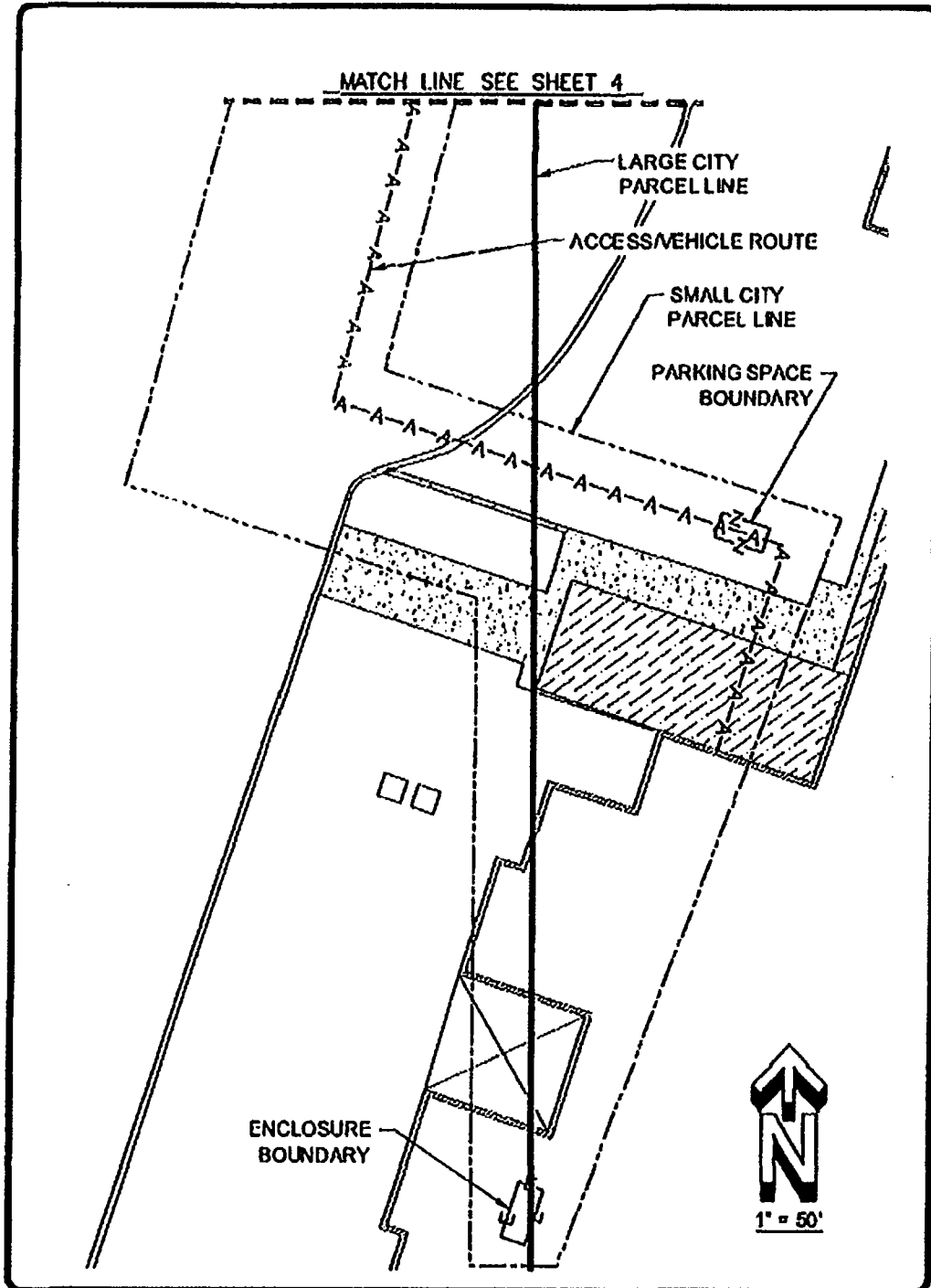
BOUNDARY PLAN
DETAIL SHEETS



BOUNDARY PLAN
DETAIL SHEETS



**BOUNDARY PLAN
DETAIL SHEETS**



**BOUNDARY PLAN
LEGALS**

1. LARGE CITY PARCEL BOUNDARY (AS-PROVIDED)

PARCELS 2 AND 3 OF THE WARRANTY DEED RECORDED IN BOOK 10551, PAGE 449 OF MARICOPA COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON FEBRUARY 22, 1974, DESCRIBED AS FOLLOWS:

PARCEL 2

ALL OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, CONTAINING 40.0 ACRES, MORE OR LESS.

PARCEL 3

ALL OF THAT PORTION OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 LYING WEST OF THE FOLLOWING-DESCRIBED LINE:

BEGINNING AT A POINT IN THE EAST-WEST MIDSECTION LINE OF SAID SECTION 6 THAT BEARS WESTERLY ALONG SAID MIDSECTION LINE 960.60 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE FROM SAID POINT OF BEGINNING AND LEAVING SAID MIDSECTION LINE SOUTH 66.74 FEET; THENCE SOUTH 71°08'41" EAST 1016.64 FEET TO A POINT IN THE EAST BOUNDARY OF SAID SECTION 6; THENCE SOUTHERLY ALONG SAID EAST BOUNDARY 925.48 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; SAID PARCEL CONTAINS AN AREA OF 34.94 ACRES, MORE OR LESS.

2. SMALL CITY PARCEL BOUNDARY (AS-SURVEYED)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THENCE SOUTH 89°59'49" EAST, A DISTANCE OF 639.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°59'49" EAST, A DISTANCE OF 105.44 FEET;
THENCE DEPARTING SAID LINE SOUTH 79°40'31" EAST, A DISTANCE OF 459.03 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 162.99 FEET;
THENCE SOUTH 50°29'43" EAST, A DISTANCE OF 86.48 FEET;
THENCE SOUTH 45°37'06" WEST, A DISTANCE OF 159.29 FEET;
THENCE SOUTH 15°08'08" WEST, A DISTANCE OF 168.81 FEET;
THENCE SOUTH 72°29'09" EAST, A DISTANCE OF 169.78 FEET;
THENCE SOUTH 20°21'49" WEST, A DISTANCE OF 279.24 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 31.62 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 233.37 FEET;
THENCE NORTH 72°29'09" WEST, A DISTANCE OF 129.91 FEET;
THENCE NORTH 15°08'08" EAST, A DISTANCE OF 357.47 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 73.95 FEET;
THENCE NORTH 79°40'31" WEST, A DISTANCE OF 566.86 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 78,471.86 SQUARE FEET OR 1.80 ACRES MORE OR LESS.

**BOUNDARY PLAN
LEGALS**

3. ENCLOSURE BOUNDARY (AS-SURVEYED, LOCATED WITHIN BUILDING)

A PARCEL OF LAND BEING IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH
89°50'49" EAST, A DISTANCE OF 676.42 FEET;

THENCE DEPARTING SAID LINE SOUTH 79°40'31" EAST, A DISTANCE OF 531.35 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 140.30 FEET;

THENCE SOUTH 15°08'08" WEST, A DISTANCE OF 338.53 FEET;

THENCE SOUTH 72°29'09" EAST, A DISTANCE OF 167.01 FEET;

THENCE SOUTH 18°33'30" WEST, A DISTANCE OF 74.63 FEET;

THENCE SOUTH 21°06'33" WEST, A DISTANCE OF 165.65 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 17°64'42" WEST, A DISTANCE OF 20.47 FEET;

THENCE NORTH 72°05'18" WEST, A DISTANCE OF 9.18 FEET;

THENCE NORTH 17°64'42" EAST, A DISTANCE OF 20.47 FEET;

THENCE SOUTH 72°05'18" EAST, A DISTANCE OF 9.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 187.98 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

4. FIBER ROUTE

NONE

5. GENERATOR BOUNDARY

NONE

6. MAIN ANTENNA BOUNDARY

SEE EXHIBIT B, SHEETS Z-2, Z-2.1, Z-3, AND Z-4

7. MICROWAVE ANTENNA BOUNDARY

NONE

8. PARKING SPACE BOUNDARY (AS-SURVEYED)

A PARCEL OF LAND BEING IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH
89°59'49" EAST, A DISTANCE OF 676.42 FEET; THENCE DEPARTING SAID LINE SOUTH 79°40'31"
EAST, A DISTANCE OF 531.35 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 140.30 FEET;
THENCE SOUTH 15°08'08" WEST, A DISTANCE OF 338.53 FEET; THENCE SOUTH 72°29'09" EAST, A
DISTANCE OF 142.73 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 17°30'51" EAST, A DISTANCE OF 4.52 FEET; THENCE SOUTH 72°29'09" EAST, A
DISTANCE OF 18.00 FEET; THENCE SOUTH 17°30'51" WEST, A DISTANCE OF 9.00 FEET;

THENCE NORTH 72°28'09" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 17°30'51" EAST, A
DISTANCE OF 4.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 162.00 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

**BOUNDARY PLAN
LEGALS**

9. TEMPORARY CONSTRUCTION AREA

NONE

10. SIGNAL ROUTE CL

NONE

11. MICROWAVE SIGNAL ROUTE CL

NONE

12. POWER ROUTE CL

N/A, ALREADY IN PLACE

13. GAS ROUTE CL

NONE

14. VEHICLE ROUTE CL

SAME AS ACCESS

15. PEDESTRIAN ROUTE CL

NONE

16. TEMPORARY CONSTRUCTION VEHICLE ROUTE CL

NONE

17. ACCESS ROUTE CL (AS-SURVEYED)

A 12.00 FOOT WIDE STRIP OF LAND BEING THE SOUTHEAST QUARTER OF SECTION 0, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH
89°59'49" EAST, A DISTANCE OF 676.42 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID LINE SOUTH 79°40'31" EAST, A DISTANCE OF 531.35 FEET; THENCE
NORTH 80°00'00" EAST, A DISTANCE OF 140.30 FEET; THENCE SOUTH 16°08'08" WEST, A DISTANCE
OF 339.53 FEET; THENCE SOUTH 72°29'09" EAST, A DISTANCE OF 167.91 FEET; THENCE SOUTH
18°33'30" WEST, A DISTANCE OF 74.63 FEET TO THE POINT OF TERMINUS.

CONTAINING 15,032.65 SQUARE FEET OR 0.345 ACRES, MORE OR LESS.





**BOUNDARY PLAN
LEGEND**

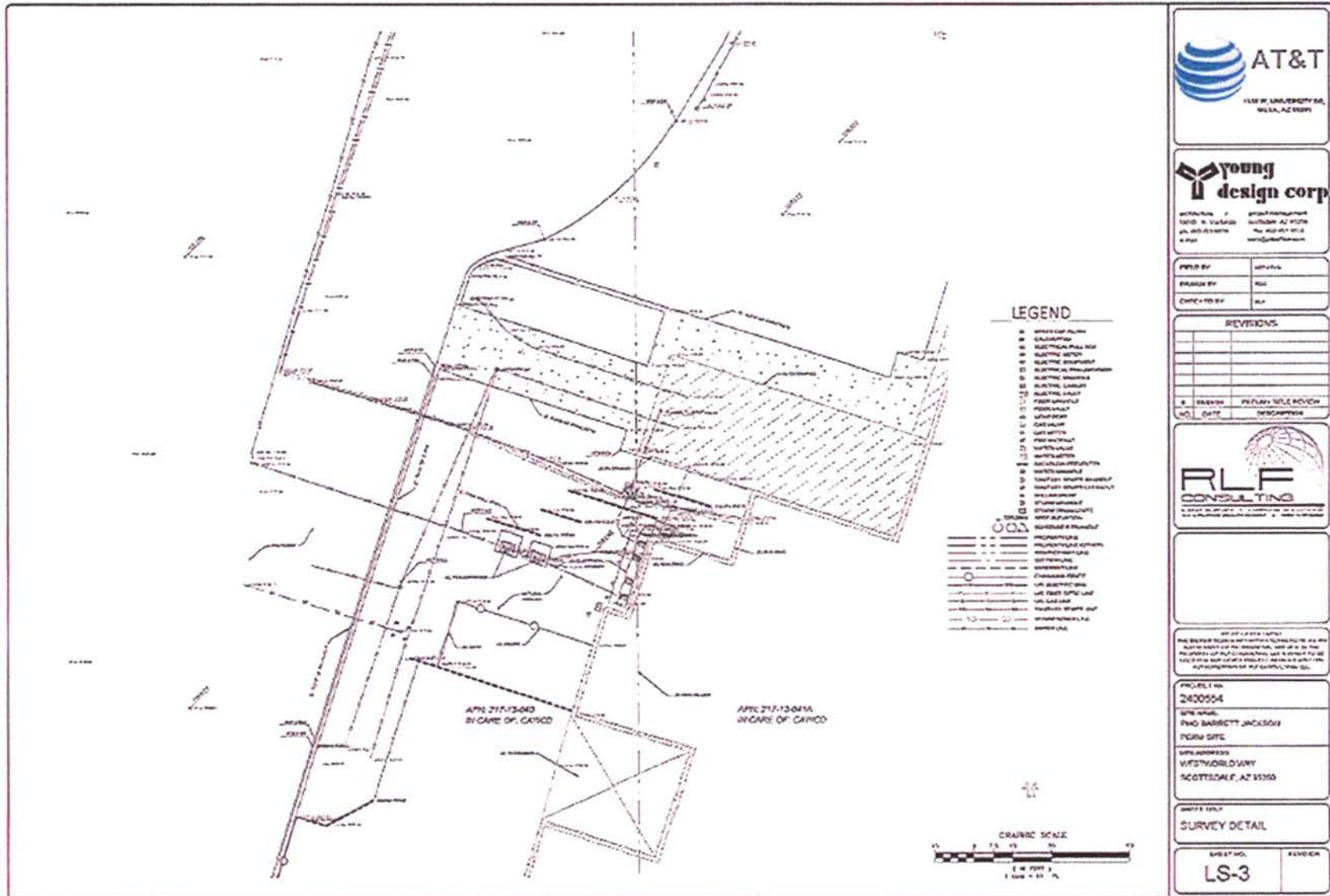
#	USE AREA	SYMBOL	SIZE
1	LARGE CITY PARCEL BOUNDARY	—————	AS SHOWN
2	SMALL CITY PARCEL BOUNDARY	- - - - -	AS SHOWN
3	ENCLOSURE BOUNDARY	--E--E--E--	AS SHOWN
4	FIBER ROUTE CL	--F--F--F--	NONE
6	GENERATOR BOUNDARY	--G--G--G--	NONE
6	MAIN ANTENNA BOUNDARY	SEE EXHIBIT B, SHEETS Z-2, Z-2.1, Z-3, AND Z-4	
7	MICROWAVE ANTENNA BOUNDARY	--M--M--M--	NONE
8	PARKING SPACE BOUNDARY	--Z--Z--Z--	162 SQUARE FEET
9	TEMP/CONSTRUCTION AREA	--C--C--C--	NONE
10	SIGNAL ROUTE CL	--S--S--S--	NONE
11	MICROWAVE SIGNAL ROUTE CL	--R--R--R--	NONE
12	POWER ROUTE CL	--P--P--P--	NONE
13	GAS ROUTE CL	--N--N--N--	NONE
14	VEHICLE ROUTE CL	--A--A--A--	SAME AS ACCESS ROUTE
15	PEDESTRIAN ROUTE CL	--W--W--W--	NONE
16	TEMPORARY CONSTRUCTION VEHICLE ROUTE CENTERLINE	--Y--Y--Y--	NONE
17	ACCESS ROUTE CL	--A--A--A--	6.0' ON EACH SIDE OF CL

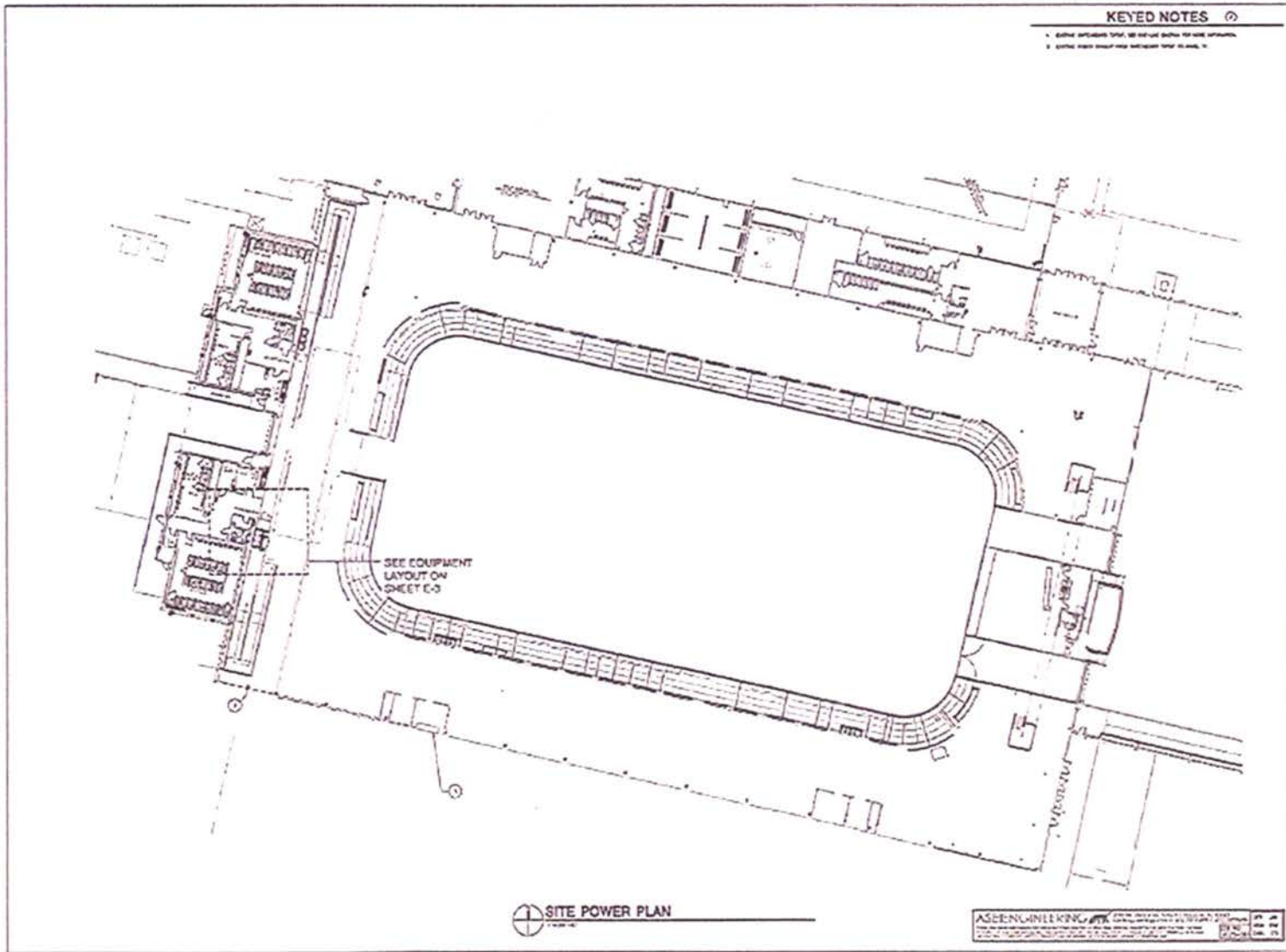
NOTES:

1. THE ANTENNA AGREEMENT DOES NOT GRANT PERMISSION FOR ANY PORTION OF THE POWER, TELEPHONE, OR NATURAL GAS SERVICES ROUTES THAT MAY LIE IN A PUBLIC STREET RIGHT-OF-WAY OR A PUBLIC UTILITY EASEMENTS. USE OF PUBLIC RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENTS FOR THESE PURPOSES IS GOVERNED BY NORMAL CITY RIGHT-OF-WAY USE AND PERMIT RULES AND THE FRANCHISE BETWEEN THE CITY AND THE ELECTRICAL, TELEPHONE AND NATURAL GAS SERVICE PROVIDERS, AND NOT BY THE ANTENNA AGREEMENT.
2. THE USE AREAS LISTED IN THIS TABLE MAY BE USED ONLY IF THEIR USE IS GRANTED IN THE ANTENNA AGREEMENT.

EXHIBIT B
MAIN ANTENNA SITE PLAN

	<p>SITE NAME: WESTWORLD / BARRETT JACKSON</p> <p>CITY: SCOTTSDALE STATE: ARIZONA COUNTY: MARICOPA DESIGN TYPE: INTERIOR AND EXTERIOR DAS</p>	<p align="center">INDEX OF DRAWINGS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NUMBER</th> <th>NAME OF SHEET</th> <th>REV</th> </tr> </thead> <tbody> <tr><td>T-1</td><td>TITLE PAGE</td><td></td></tr> <tr><td>LS-1</td><td>SURVEY</td><td></td></tr> <tr><td>LS-2</td><td>SURVEY</td><td></td></tr> <tr><td>LS-3</td><td>SURVEY</td><td></td></tr> <tr><td>Z-1</td><td>OVERALL SITE PLAN</td><td></td></tr> <tr><td>Z-2</td><td>OUTDOOR ANTENNA LOCATIONS (BY MAIN HALL)</td><td></td></tr> <tr><td>Z-3</td><td>INTERIOR ANTENNAS (MAIN HALL)</td><td></td></tr> <tr><td>Z-4</td><td>INTERIOR ANTENNAS (EQUIPMENT)</td><td></td></tr> <tr><td>Z-5</td><td>ENLARGED EQUIPMENT PLAN - (EQUIPMENT)</td><td></td></tr> <tr><td>Z-6</td><td>PARTIAL WEST ELEVATION</td><td></td></tr> <tr><td>Z-7</td><td>PARTIAL NORTH ELEVATION</td><td></td></tr> <tr><td>Z-8</td><td>ANTENNA DETAILS</td><td></td></tr> <tr><td>Z-9</td><td>MOUNTING DETAILS</td><td></td></tr> <tr><td>E-1</td><td>GENERAL NOTES / LEGENDS / SHEET INDEX</td><td></td></tr> <tr><td>E-2</td><td>SITE POWER PLAN</td><td></td></tr> <tr><td>E-3</td><td>EQUIPMENT LAYOUT</td><td></td></tr> <tr><td>E-4</td><td>ONE LINE / CALCS</td><td></td></tr> <tr><td>E-5</td><td>GROUNDING PLANS</td><td></td></tr> <tr><td>E-5.1</td><td>GROUNDING DETAILS</td><td></td></tr> </tbody> </table>	NUMBER	NAME OF SHEET	REV	T-1	TITLE PAGE		LS-1	SURVEY		LS-2	SURVEY		LS-3	SURVEY		Z-1	OVERALL SITE PLAN		Z-2	OUTDOOR ANTENNA LOCATIONS (BY MAIN HALL)		Z-3	INTERIOR ANTENNAS (MAIN HALL)		Z-4	INTERIOR ANTENNAS (EQUIPMENT)		Z-5	ENLARGED EQUIPMENT PLAN - (EQUIPMENT)		Z-6	PARTIAL WEST ELEVATION		Z-7	PARTIAL NORTH ELEVATION		Z-8	ANTENNA DETAILS		Z-9	MOUNTING DETAILS		E-1	GENERAL NOTES / LEGENDS / SHEET INDEX		E-2	SITE POWER PLAN		E-3	EQUIPMENT LAYOUT		E-4	ONE LINE / CALCS		E-5	GROUNDING PLANS		E-5.1	GROUNDING DETAILS	
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<p align="center"><u>PROJECT INFORMATION</u></p> <p>ADDRESS 1601 N. PIMA RD. SCOTTSDALE, ARIZONA 85258</p> <p>LANDLORD USA BUREAU OF RECLAMATION</p> <p>LAND DESCRIPTION OF SUBJECT PARCEL</p> <table border="0"> <tr><td>ZONING</td><td>WP</td></tr> <tr><td>APN</td><td>217-13-041A</td></tr> <tr><td>LOCAL JURISDICTION</td><td>CITY OF SCOTTSDALE</td></tr> <tr><td>USE</td><td>TELECOMMUNICATIONS FACILITY</td></tr> <tr><td>PARENT PARCEL AREA</td><td>1,521,986 SQ. FT. (34.54 ACRES)</td></tr> <tr><td>NEW EQUIP. LEASE AREA</td><td>195 S.F.</td></tr> <tr><td>PARKING REQUIRED</td><td>0</td></tr> <tr><td>PARKING PROVIDED</td><td>0</td></tr> </table> <p>COORDINATES LATITUDE: 33° 37' 54.67" N LONGITUDE: 111° 52' 55.37" W</p> <p>PROJECT DESCRIPTION PROPOSED DISTRIBUTED ANTENNA SYSTEM (DAS) TO BE INSTALLED. PROJECT CONSISTS OF BOTH INDOOR AND OUTDOOR ANTENNAS. INSTALLATION OF NEW EQUIPMENT CABINETS INSIDE EXISTING BUILDING.</p>	ZONING	WP	APN	217-13-041A	LOCAL JURISDICTION	CITY OF SCOTTSDALE	USE	TELECOMMUNICATIONS FACILITY	PARENT PARCEL AREA	1,521,986 SQ. FT. (34.54 ACRES)	NEW EQUIP. LEASE AREA	195 S.F.	PARKING REQUIRED	0	PARKING PROVIDED	0	<p align="center">CONSULTING TEAM</p> <p>ARCHITECT YOUNG DESIGN CORP. 10045 E. VIA LINDA #011 SCOTTSDALE, AZ 85258 CONTACT: JOHN SULTZBACH PHONE: (480) 451-0099</p> <p>PROJECT MANAGER DAVID DEETS (AT&T MOBILITY) 1200 W. UNIVERSITY DRIVE MESA, AZ 85201 PHONE: (514) 625-6443</p> <p>SITE ACQUISITION BENJAMIN FELDMAN BMF DEVELOPMENT, LLC PHONE: (502) 810-4053</p> <p>ZONING BENJAMIN FELDMAN BMF DEVELOPMENT, LLC PHONE: (502) 810-4053</p>	<div style="text-align: center;">  <p>DESIGNED BY Young design corp</p> <p>10045 E. VIA LINDA, SCOTTSDALE, AZ 85258 PH: 480 451 0099 FAX: 480 477 9018 WWW.YOUNGDESIGN.COM</p>  <p>REGISTERED PROFESSIONAL ENGINEER STATE OF ARIZONA NO. 12345 JAMES J. [Name]</p> </div> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">NOTES</th> </tr> </thead> <tbody> <tr><td>1</td><td>REVISION</td></tr> <tr><td>2</td><td>REVISION</td></tr> <tr><td>3</td><td>REVISION</td></tr> <tr><td>4</td><td>REVISION</td></tr> <tr><td>5</td><td>REVISION</td></tr> </tbody> </table> <p align="center">WESTWORLD BARRETT JACKSON</p> <p align="center">TITLE PAGE</p> <p align="center">T1</p>	NOTES		1	REVISION	2	REVISION	3	REVISION	4	REVISION	5	REVISION																																
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CLIENT

AT&T
1935 W. UNIVERSITY DR.
MESA, AZ 85201

PLANS PREPARED BY

young design corp
1620 E. VIA SHILOH, SCOTTSDALE, AZ 85256
PH: 480.434.2500 FAX: 480.434.9500
WWW: YOUNGDESIGN.COM

SCALE

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/00	ISSUE
2	1/15/01	REVISED
3	1/15/01	REVISED
4	1/15/01	REVISED
5	1/15/01	REVISED
6	1/15/01	REVISED

ARCHITECT'S JOB NO.
YDC-10748

PROJECT ADDRESS

WESTWORLD
BARRETT JACKSON
1031 N. PIMA ROAD
SCOTTSDALE, AZ 85258

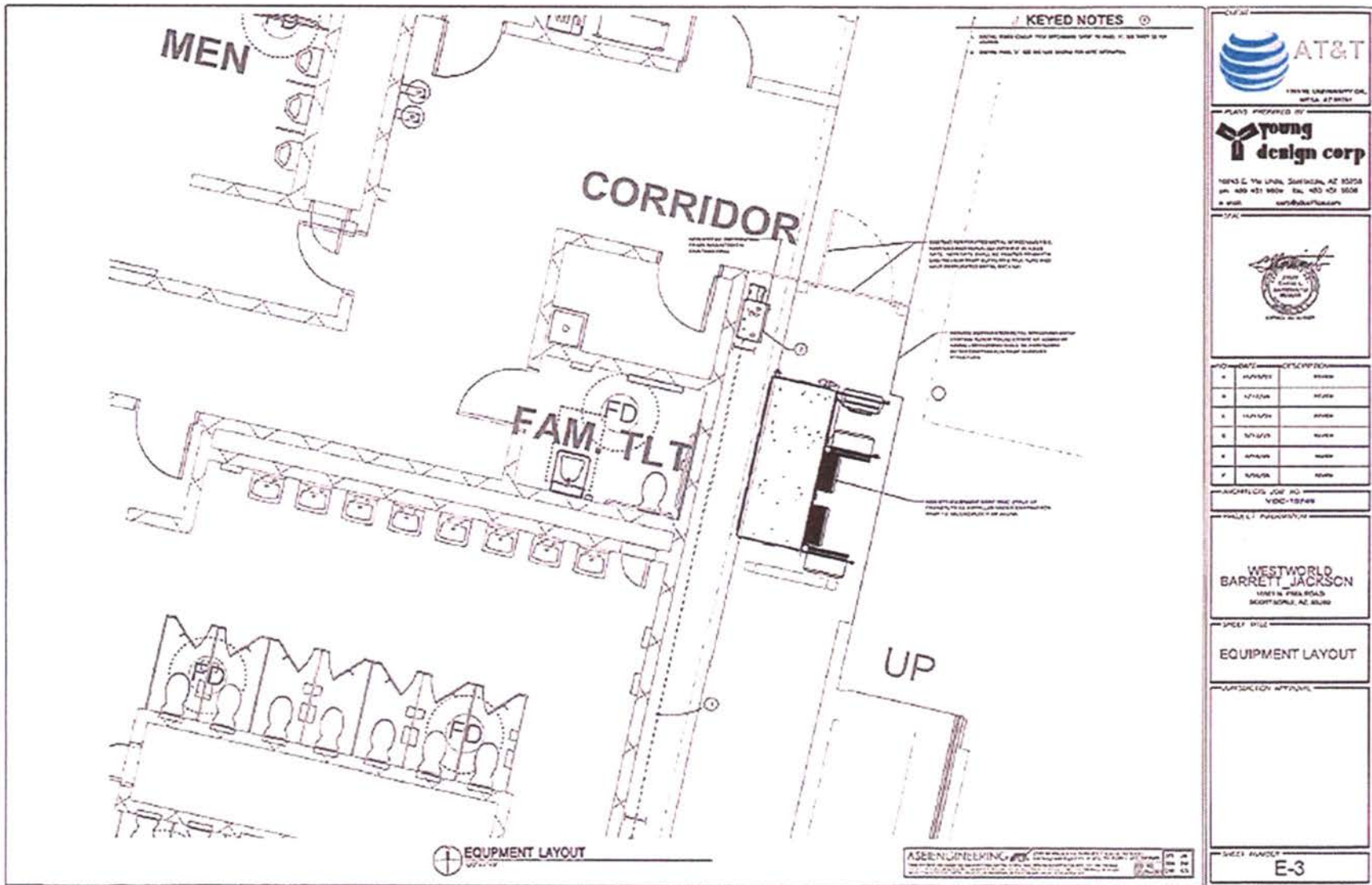
SHEET TITLE

SITE POWER PLAN

ARCHITECT'S APPROVAL

SHEET NUMBER

E-2





1525 E. W. LIZZI, SUITE 1000, ALBUQUERQUE, NM 87102
 TEL: 505.253.1000 FAX: 505.253.1001
 E-MAIL: corp@attdesign.com

1525 E. W. LIZZI, SUITE 1000, ALBUQUERQUE, NM 87102
 TEL: 505.253.1000 FAX: 505.253.1001
 E-MAIL: corp@attdesign.com

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ARCHITECT: JACOB J. BARRETT
 PROJECT: WESTWORLD

NO.	DATE	DESCRIPTION
1	11/17/04	ISSUED FOR PERMITS
2	11/17/04	ISSUED FOR PERMITS

ARCHITECT: JACOB J. BARRETT
 PROJECT: WESTWORLD

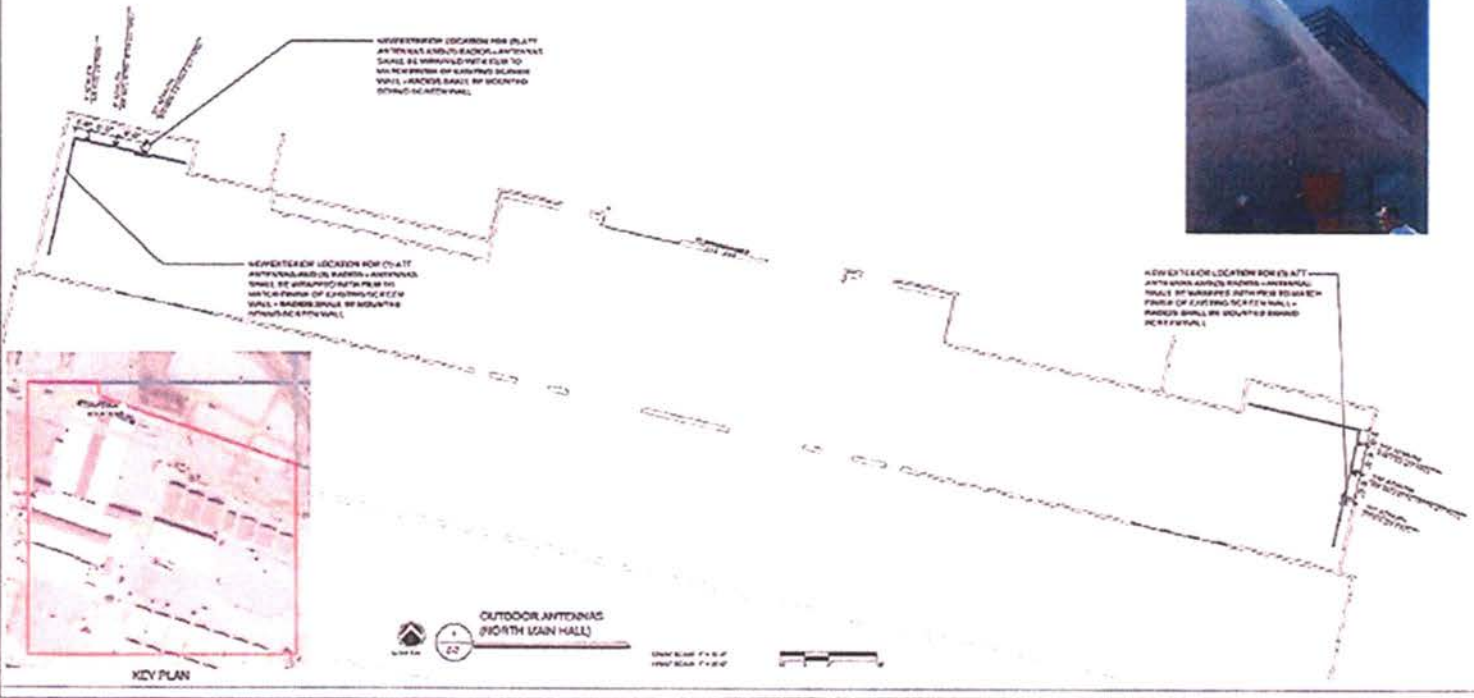
WESTWORLD
 BARRETT JACKSON
 1525 E. W. LIZZI, SUITE 1000
 ALBUQUERQUE, NM 87102

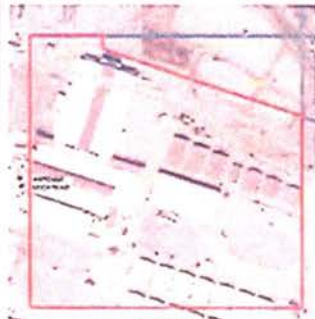
OUTDOOR ANTENNA
 LOCATIONS (NORTH
 MAIN HALL)

ARCHITECTURAL APPROVAL

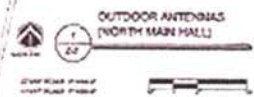
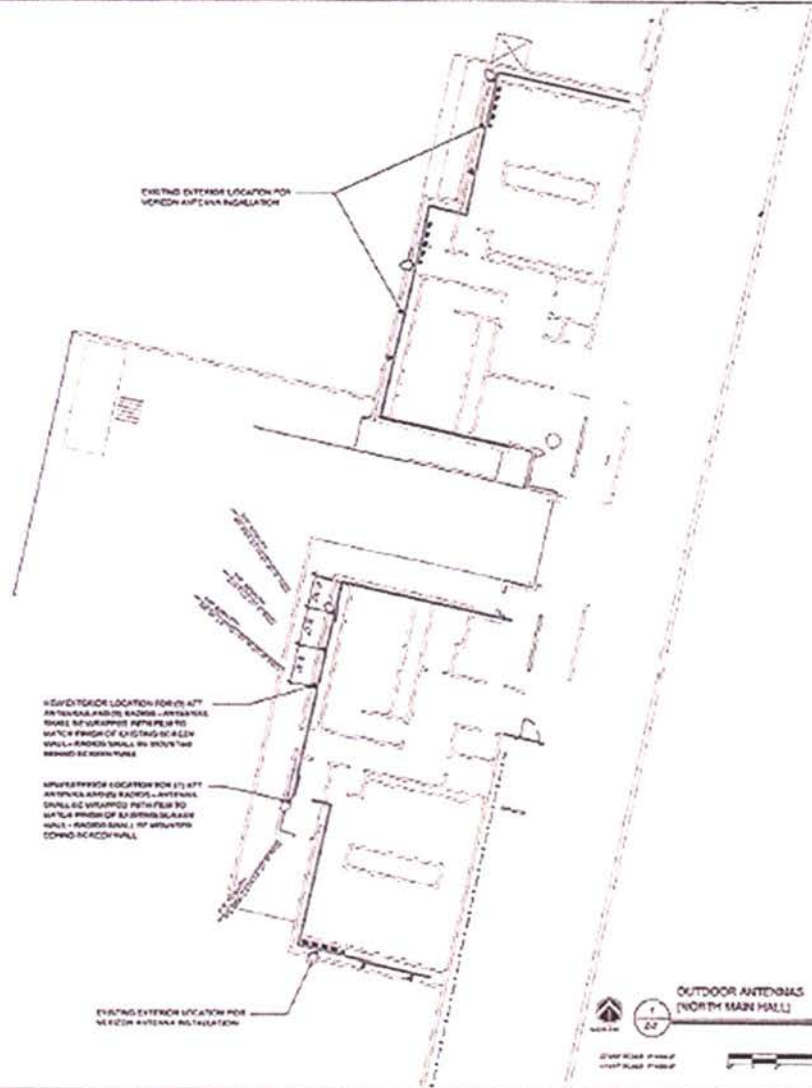
DATE: 11/17/04
 SHEET: Z-2

DATE: 11/17/04
 SHEET: Z-2





KEY PLAN





WESTWORLD BARRETT JACKSON
HOUSTON, TEXAS 77002

PLANNING PREPARED BY



12221 E. 10th Street, Houston, TX 77033
PH: 281 875 4000 FAX: 281 875 5000
WWW: www.youngdesign.com

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PROJECT NO. YDC-10749

NO.	REVISION	DATE
1	ISSUE	02-15-2006
2	REVISED	02-15-2006

PROJECT DESCRIPTION

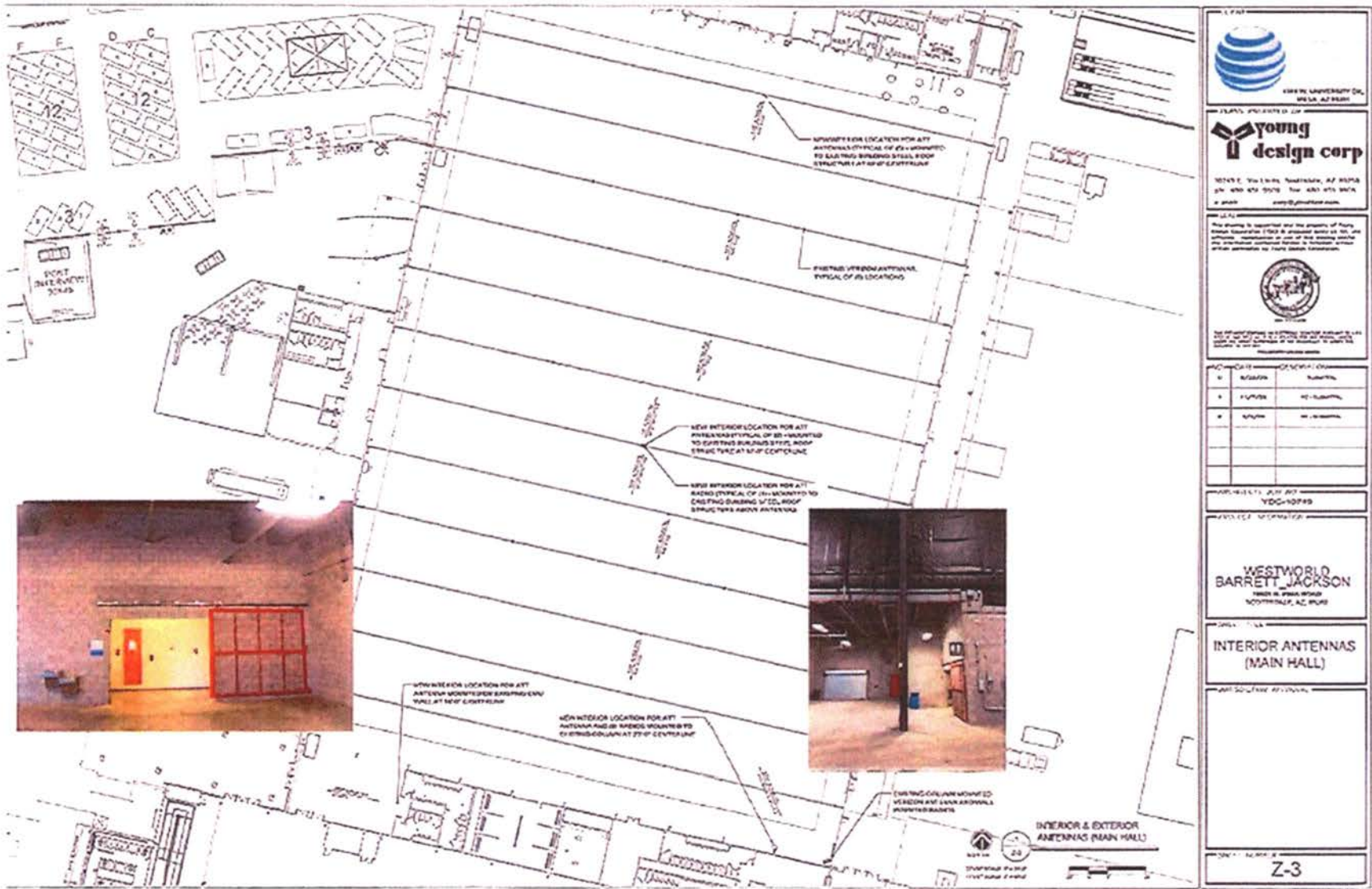
WESTWORLD BARRETT JACKSON
12001 E. 10th Street
HOUSTON, TX 77033

PROJECT TITLE

OUTDOOR ANTENNA LOCATIONS (EQUIDOME)

PROJECT NUMBER

Z-2.1



young design corp

10245 E. Via Linda, Scottsdale, AZ 85258
 PH: 480 474 5070 FAX: 480 474 5074
 E-MAIL: young@youngdesign.com

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NO.	DATE	DESCRIPTION
1	01/15/10	ISSUED FOR PERMIT
2	01/15/10	ISSUED FOR PERMIT
3	01/15/10	ISSUED FOR PERMIT

PROJECT NO. YDC-10099

PROJECT INFORMATION

WESTWORLD BARRETT JACKSON
 1000 W. PINE WOOD
 SCOTTSDALE, AZ 85066

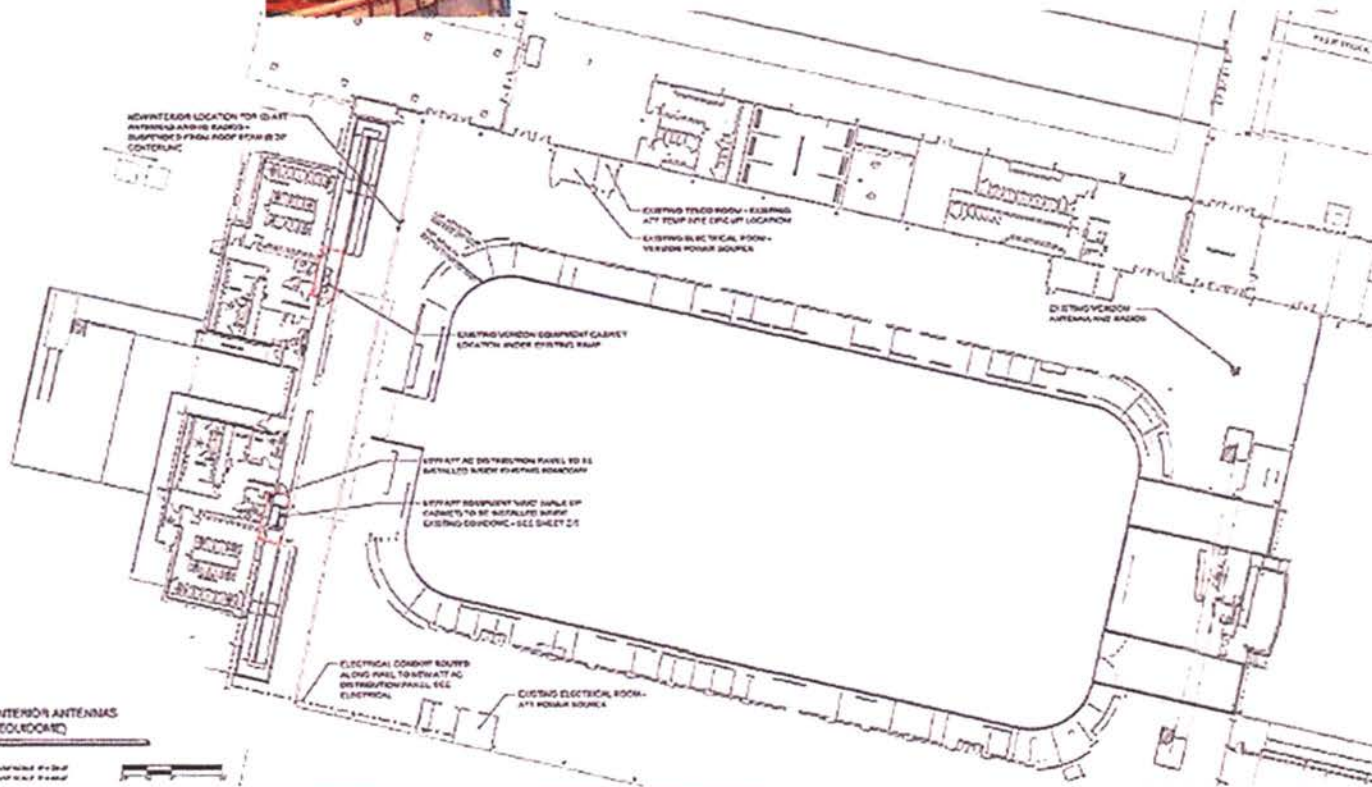
PROJECT TITLE

INTERIOR ANTENNAS (MAIN HALL)

APP. SOFTWARE REVISED

DATE: 01/15/10

Z-3



CLIENT

 WESTWORLD UNIVERSITY INC.
 MESA, AZ 85201

DESIGNED BY

 YOUNG DESIGN CORP
 10000 E. VIA CHINA, SCOTTSDALE, AZ 85258
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 E-MAIL: corp@ydc.com

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 E-MAIL: corp@ydc.com

NO.	DATE	DESCRIPTION
1	10/24/2024	ISSUE FOR PERMIT
2	10/24/2024	ISSUE FOR PERMIT
3	10/24/2024	ISSUE FOR PERMIT

PROJECT NO: 2026-043-COS
 YDC-10740

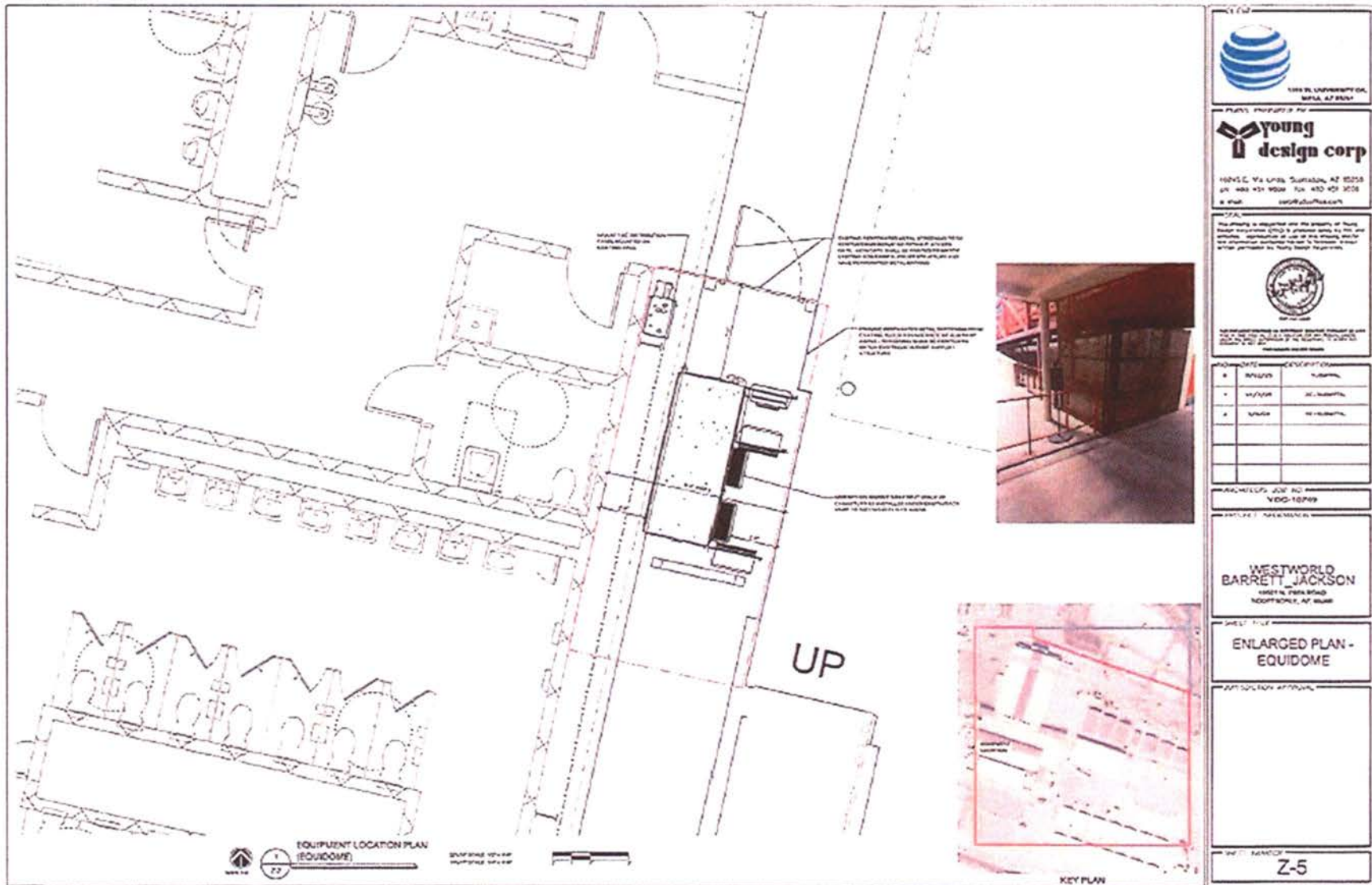
PROJECT: WESTWORLD BARRETT JACKSON

WESTWORLD BARRETT JACKSON
 10000 E. VIA CHINA, SCOTTSDALE, AZ 85258
 PH: 480.432.5000 FAX: 480.432.5000
 E-MAIL: corp@ydc.com

PROJECT TITLE
 INTERIOR ANTENNAS (EQUIDOME)

PROJECT LOCATION
 WESTWORLD BARRETT JACKSON

SHEET NUMBER
 Z-4



young design corp

1005 E. W. LINDS, SUITE 200, AZ 85208
PH: 480 431 9000 FAX: 480 431 3038
WWW.YOUNGDESIGN.COM

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REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
No. 12345

NO.	DATE	DESCRIPTION
1	01/15/19	ISSUED
2	02/10/19	REVISED
3	03/05/19	REVISED

PROJECT NO. 19-001
VDD-18P19

WESTWORLD BARRETT JACKSON
1987 N. PINE BLVD
HOUSTON, TX 77058

ENLARGED PLAN - EQUIDOME

APPROVAL SIGNATURE

DATE

Z-5



PLANNED BY
Young design corp

1625 E. Van Latta, Scottsdale, AZ 85258
ph: 480-451-9070 fax: 480-451-9050
e-mail: young@youngdesign.com

The ability to inspect and the quality of this design is guaranteed for a period of one year after the date of the drawing and/or the architect's approval of the construction contract, subject to the terms and conditions of the contract.



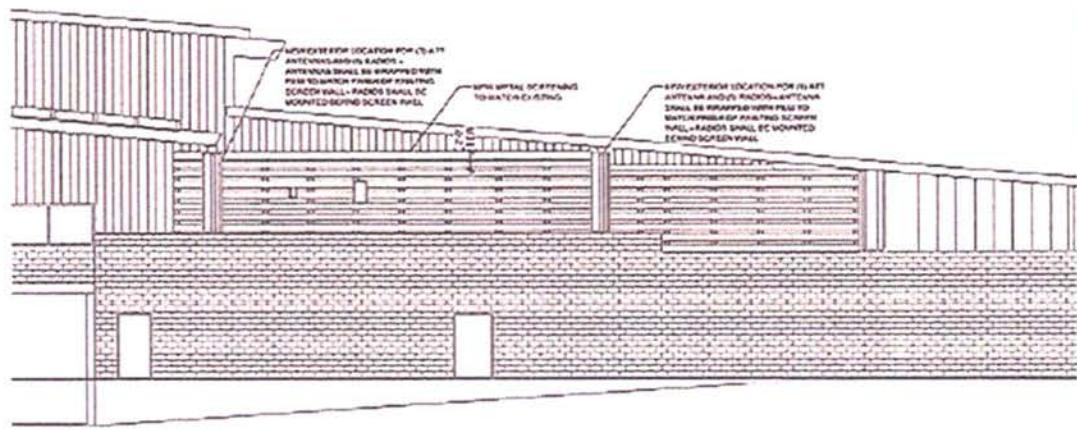
NO.	DATE	DESCRIPTION
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2	11/11/11	ISSUED FOR PERMIT

SCALE: 1/8" = 1'-0"
VISC-101009

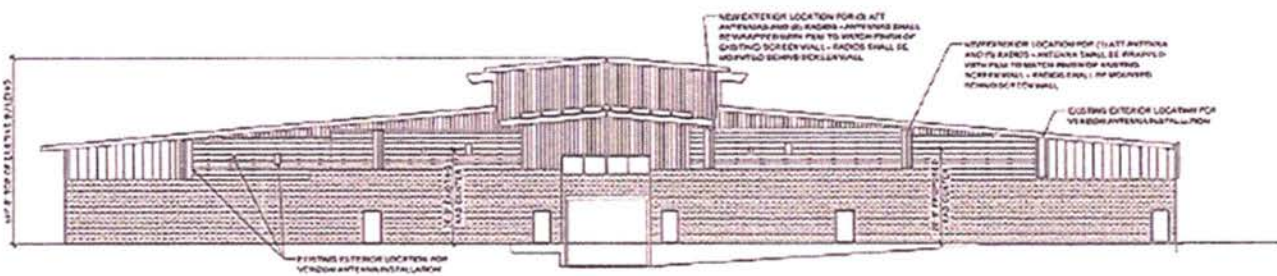
**WESTWORLD
BARRETT JACKSON**
1401 N. PIMA ROAD
SCOTTSDALE, AZ 85258

PARTIAL WEST ELEVATION

Z-6



2 PARTIAL WEST ELEVATION (EQUIDISTANT) STATION 1+07.10 TO 1+07.10



1 WEST ELEVATION (EQUIDISTANT) STATION 1+07.10 TO 1+07.10



STATE UNIVERSITY OF
NEW YORK AT BINGHAM

PLANS PREPARED BY
young design corp

1000 L. THE LANE, WESTWORLD, AZ 85380
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WWW: www.youngdesign.com

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NO.	REVISION	DATE
1	REVISED	06/15/2016
2	REVISED	06/15/2016

DESIGNED BY: JCR/ML
YDC-103649

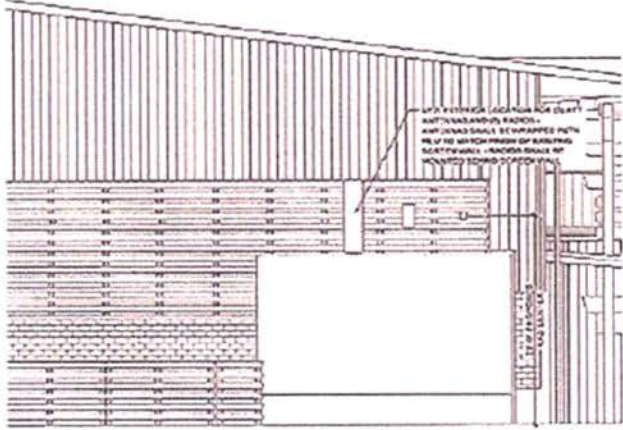
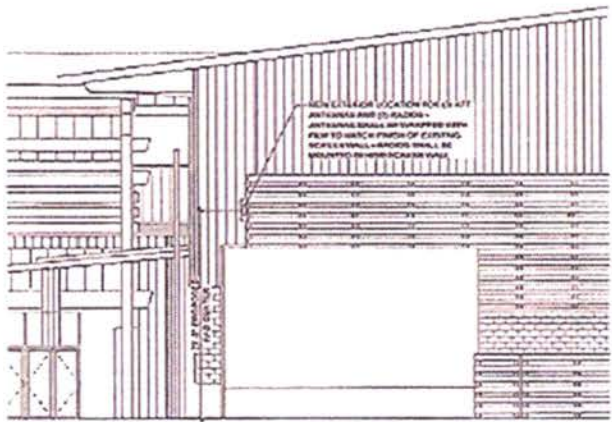
PROJECT DESCRIPTION:

WESTWORLD
BARRETT JACKSON
1000 L. THE LANE
WESTWORLD, AZ 85380

SHEET TITLE
PARTIAL NORTH ELEVATION

DATE: 06/15/2016

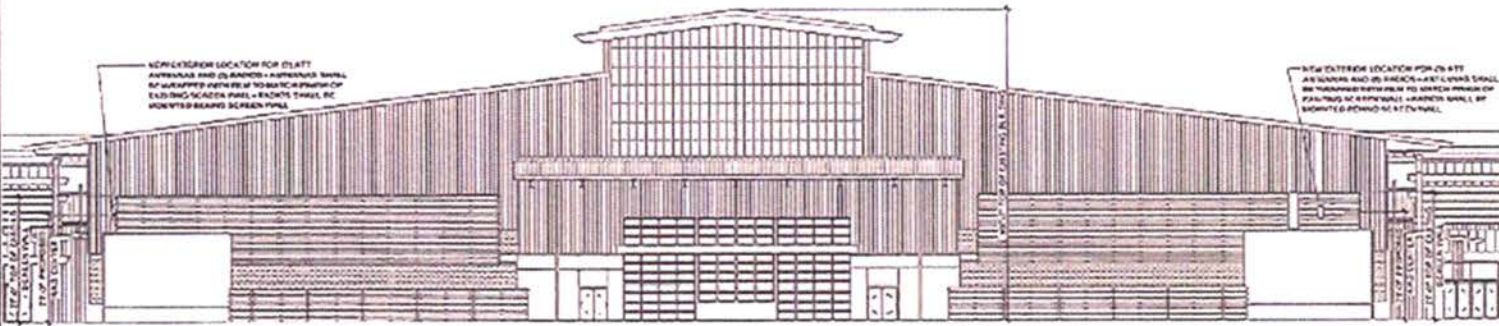
SHEET NUMBER
Z-7



**PARTIAL NORTH ELEVATIONS
(NORTH HALL)**

2
2-7

DATE: 06/15/2016
DRAWN BY: JCR/ML



**NORTH ELEVATION
(MAIN HALL)**

4
2-7

DATE: 06/15/2016
DRAWN BY: JCR/ML

EXHIBIT C

IDAS SITE PLAN



SITE NAME: WESTWORLD / BARRETT JACKSON
CITY: SCOTTSDALE
STATE: ARIZONA
COUNTY: MARICOPA
DESIGN TYPE: INTERIOR AND EXTERIOR DAS

PROJECT INFORMATION

ADDRESS

16601 N. PIMA RD.
 SCOTTSDALE, ARIZONA 85260

LANDLORD

USA BUREAU OF RECLAMATION

LAND DESCRIPTION OF SUBJECT PARCEL

ZONING: VWP
APN: 217-13-041A
LOCAL JURISDICTION: CITY OF SCOTTSDALE
USE: TELECOMMUNICATIONS FACILITY
PARENT PARCEL AREA: 1,521,986 SQ. FT. (34.94 ACRES)
NEW EQUIP. LEASE AREA: 185 S.F.
PARKING REQUIRED: 0
PARKING PROVIDED: 0

COORDINATES

LATITUDE: 33° 37' 54.6" N
LONGITUDE: 111° 52' 55.3" W

PROJECT DESCRIPTION

PROPOSED DISTRIBUTED ANTENNA SYSTEM (DAS) TO BE INSTALLED. PROJECT CONSISTS OF BOTH INDOOR AND OUTDOOR ANTENNAS. INSTALLATION OF NEW EQUIPMENT CABINETS INSIDE EXISTING BUILDING.

INDEX OF DRAWINGS

NUMBER	NAME OF SHEET	REV.
T-1	TITLE PAGE	
LS-1	SURVEY	
LS-2	SURVEY	
LS-3	SURVEY	
Z-1	OVERALL SITE PLAN	
Z-2	OUTDOOR ANTENNA LOCATIONS (W. MAIN HALL)	
Z-3	INTERIOR ANTENNAS (EQUIPODWC)	
Z-4	INTERIOR ANTENNAS (EQUIPODWC)	
Z-5	ENLARGED EQUIPMENT PLAN - (EQUIPODWC)	
Z-6	PARTIAL WEST ELEVATION	
Z-7	PARTIAL NORTH ELEVATION	
Z-8	ANTENNA DETAILS	
Z-9	MOUNTING DETAILS	
E-1	GENERAL NOTES / LEGENDS / SHEET INDEX	
E-2	SITE POWER PLAN	
E-3	EQUIPMENT LAYOUT	
E-4	ONE LINE / CALCS	
E-5	GROUNDING PLANS	
E-5.1	GROUNDING DETAILS	

CONSULTING TEAM

ARCHITECT

YOUNG DESIGN CORP.
 10245 E. VIA LINDA #211
 SCOTTSDALE, AZ. 85258
 CONTACT: JOHN SULTZBACH
 PHONE: (480) 451-4629

PROJECT MANAGER

DAVID DEETS (AT&T MOBILITY)
 1355 W. UNIVERSITY DRIVE
 MESA, AZ. 85201
 PHONE: (604) 535-6443

SITE ACQUISITION

BENJAMIN FELDMAN
 BNF DEVELOPMENT, LLC
 PHONE: (602) 819-4063

ZONING

BENJAMIN FELDMAN
 BNF DEVELOPMENT, LLC
 PHONE: (602) 819-4063



PLANS PREPARED BY
young design corp

10245 E. VIA LINDA, Scottsdale, AZ 85258
 PH: 480 451 4629 Fax: 480 451 4629
 E-MAIL: ydc@youngdesign.com



NO.	DATE	DESCRIPTION

ARCHITECT'S JOB NO.
 YDC-10749

PROJECT IDENTIFICATION

**WESTWORLD
 BARRETT JACKSON**
 16601 N. PIMA ROAD
 SCOTTSDALE, AZ. 85260

SHEET TITLE

TITLE PAGE

ANTENNA LAYOUT



SHEET NUMBER
 T1

LEGALLY BINDING INSTRUMENT (SEE 11.1.1.1)
 ALL THE RIGHTS AND INTERESTS IN THE SURVEYED
 PROPERTY ARE HEREBY TRANSFERRED TO THE SURVEYOR
 AND HIS SUCCESSORS AND ASSIGNS.

REPRESENTATION BY THE EAST WEST SURVEYING COMPANY
 THE EAST WEST SURVEYING COMPANY, INC. IS THE
 SOLE AND EXCLUSIVE AGENT OF THE SURVEYOR IN THE
 STATE OF ARIZONA AND SHALL BE RESPONSIBLE FOR THE
 ACCURACY OF THE SURVEY AND THE COMPLETION OF THE
 SURVEY AND THE DELIVERY OF THE SURVEY MAP TO THE
 CLIENT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.

SCOPE OF PROFESSIONAL SERVICE

1. TO PREPARE A SURVEY MAP OF THE PROPERTY AS SHOWN ON THE PLAT.
2. TO CONDUCT A FIELD SURVEY OF THE PROPERTY AS SHOWN ON THE PLAT.
3. TO PREPARE A SURVEY MAP OF THE PROPERTY AS SHOWN ON THE PLAT.
4. TO CONDUCT A FIELD SURVEY OF THE PROPERTY AS SHOWN ON THE PLAT.
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10. TO CONDUCT A FIELD SURVEY OF THE PROPERTY AS SHOWN ON THE PLAT.
11. TO PREPARE A SURVEY MAP OF THE PROPERTY AS SHOWN ON THE PLAT.

LEGALLY BINDING INSTRUMENT (SEE 11.1.1.1)
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SCOPE OF PROFESSIONAL SERVICE

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11. TO PREPARE A SURVEY MAP OF THE PROPERTY AS SHOWN ON THE PLAT.



Young design corp

1234 W. University Dr.
 Wesla, AZ 85201
 Tel: 480-480-8000
 Fax: 480-480-8000
 www.YoungDesign.com

PREPARED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:

REVISIONS

NO.	DATE	DESCRIPTION



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FIELD OF SURVEYOR
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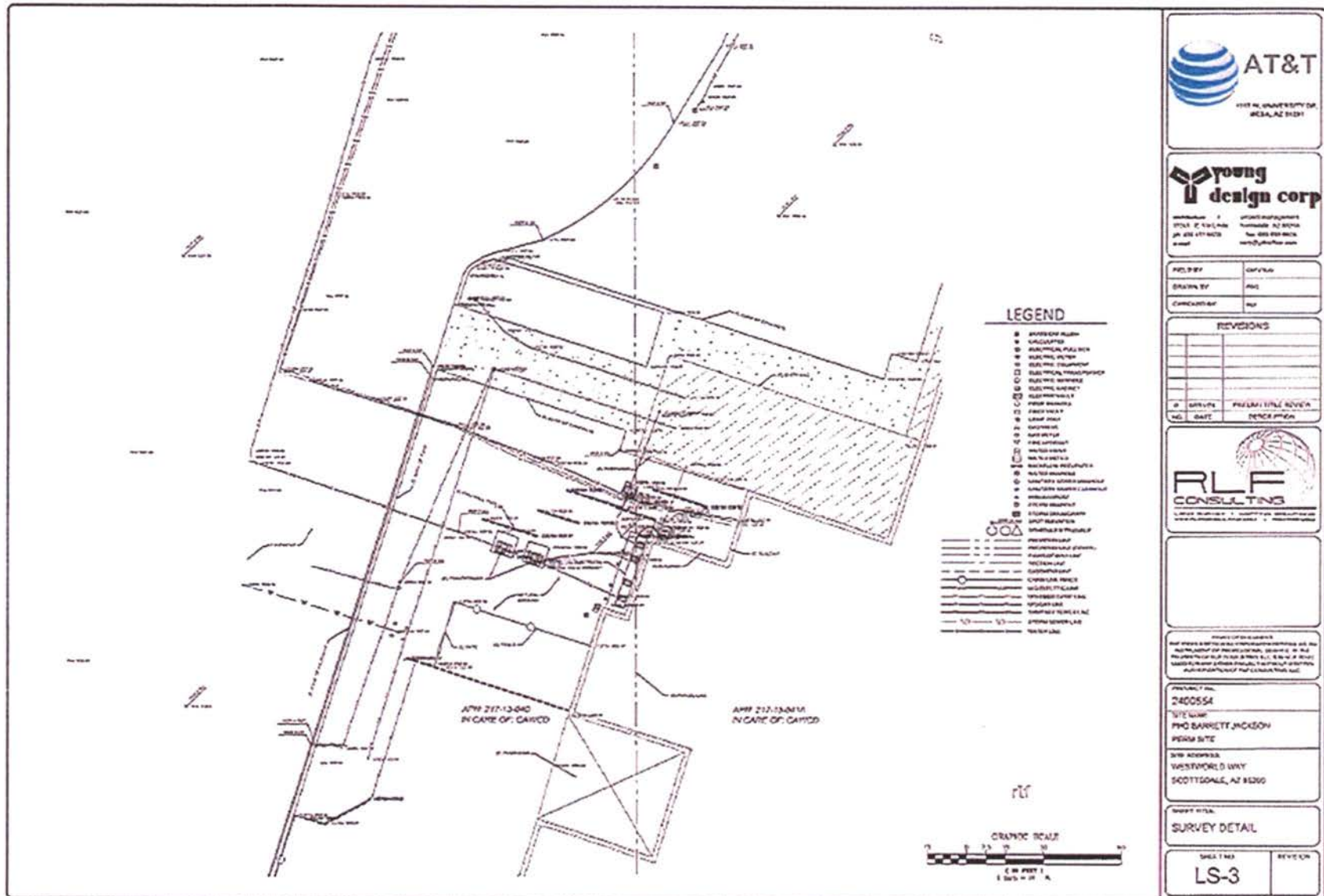
PROJECT NO.
 2400554

IN THE NAME OF
 PHO BARRETT JACKSON
 FERM SITE

SITE ADDRESS
 WESTWORLD WAY
 SCOTTSDALE, AZ 85200

SHEET TITLE
 SURVEY INFORMATION

SHEET NO. LS-2	REVISED
-------------------	---------



DESIGNED BY	DATE
DRAWN BY	REV
CHECKED BY	REV

REVISIONS	
NO.	DATE

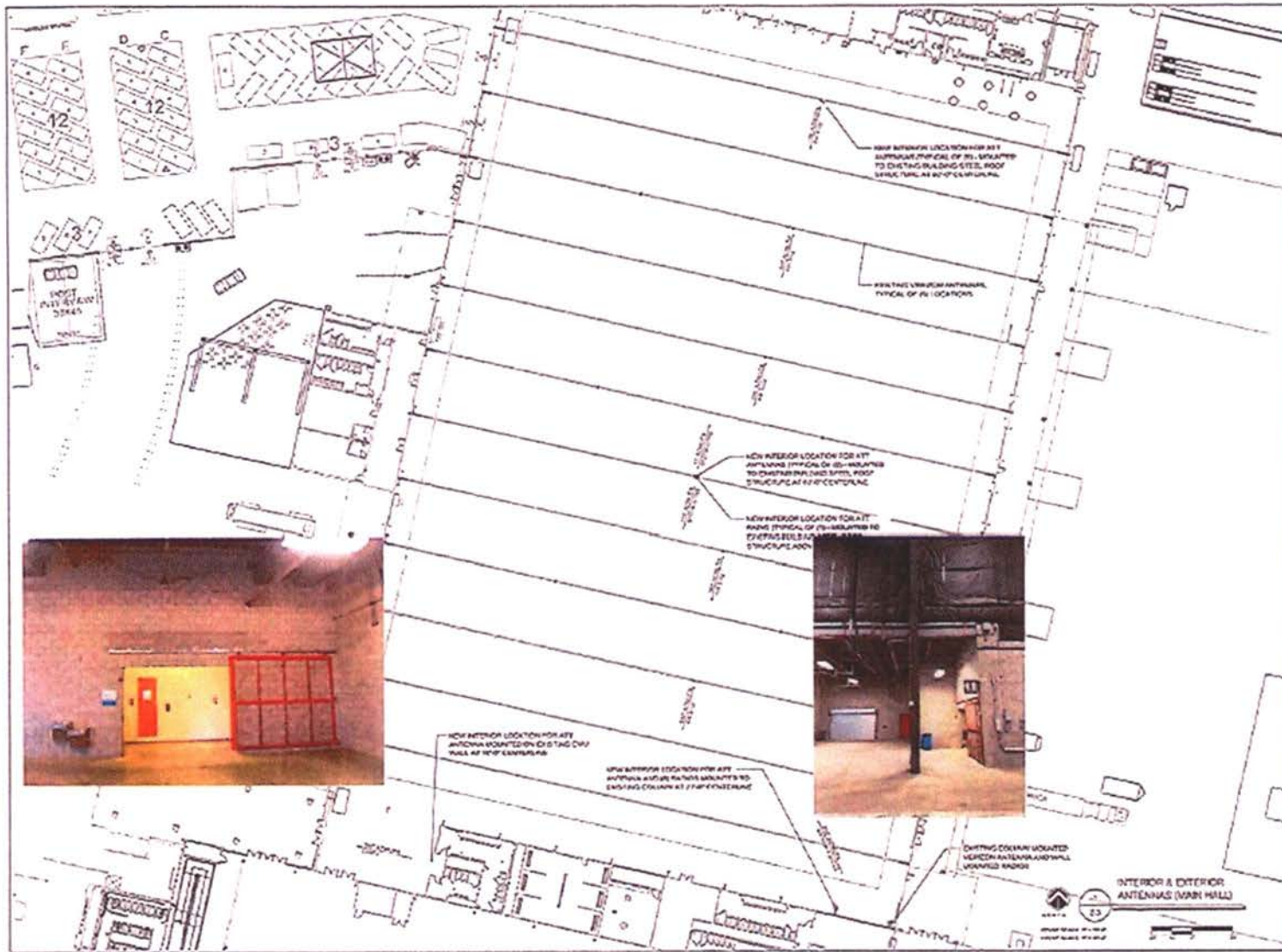


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PROJECT NO.
240054
SITE NAME
PHOENIX BARRIETT JACKSON
PERMITS SITE
SITE ADDRESS
WHEATFIELD WAY
SCOTTSDALE, AZ 85260

DRAWN BY
SURVEY DETAIL

SHEET NO.	REVISION
LS-3	




 WESTWORLD UNIVERSITY OF
 WESTWORLD, AZ 85015

PLANS PROVIDED BY
Young design corp
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 PH: 480-433-9000 FAX: 480-433-9000
 www.youngdesign.com

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 ARCHITECT'S JOB NO.
 YDC-10743

PROJECT: WESTWORLD
WESTWORLD BARRETT JACKSON
 1001 W. WILSON ROAD
 SCOTTSDALE, AZ 85258

SHEET FILE
INTERIOR ANTENNAS (MAIN HALL)
 ARCHITECT'S APPROVAL

SHEET NUMBER
Z-3

Phone: 811
 811 is a free service that provides information on utility lines buried underground. Call 811 to report a problem or to get information on utility lines in your area.



Know what's below.
 Call before you dig.

NOTE: ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES AND REGULATIONS.
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES AND REGULATIONS.
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES AND REGULATIONS.

APPROXIMATE ENERGY CALCULATIONS BASED ON THE "THREE WATT" METHOD

NO.	DESCRIPTION	WATTAGE	AMPERES	VOLTS	PHASES	TYPE	REMARKS
1
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NO.	DESCRIPTION	WATTAGE	AMPERES	VOLTS	PHASES	TYPE	REMARKS
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LOAD SUMMARY

CONSTANT LOAD ON PANEL
 2000 WATT
 100 AMP @ 240V

PEAK LOAD ON PANEL
 4000 WATT
 200 AMP @ 240V

MAXIMUM LOAD ON PANEL
 6000 WATT
 300 AMP @ 240V

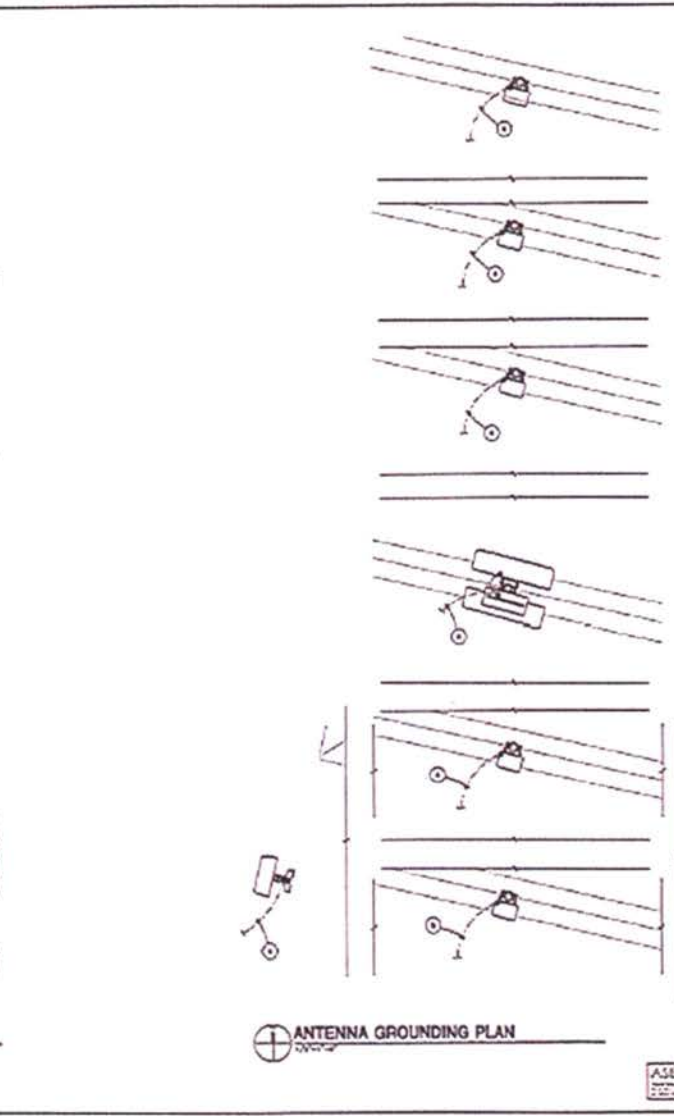
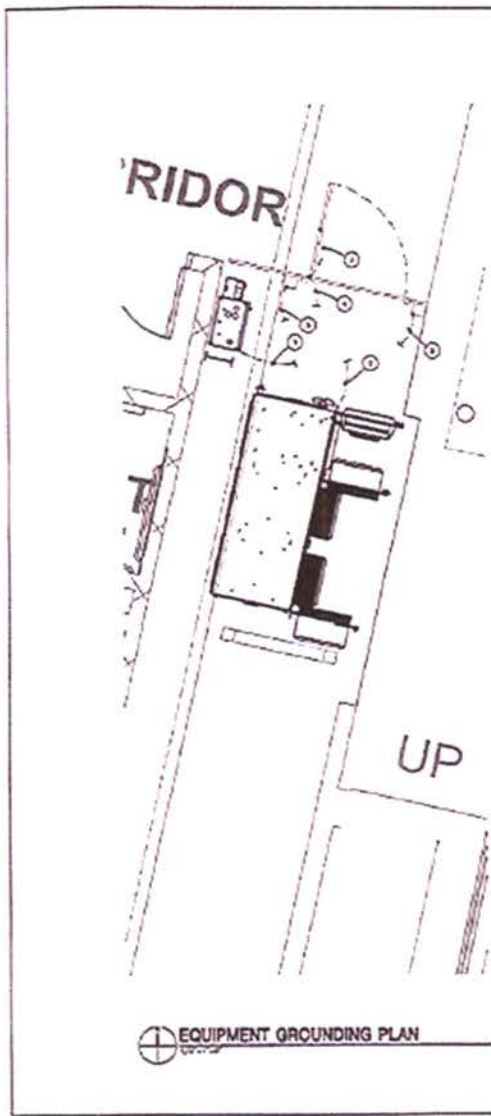
LOAD SUMMARY

CONSTANT LOAD ON PANEL
 2000 WATT
 100 AMP @ 240V

PEAK LOAD ON PANEL
 4000 WATT
 200 AMP @ 240V

MAXIMUM LOAD ON PANEL
 6000 WATT
 300 AMP @ 240V

WARNING
 Electric Arc Flash Hazard
 Will cause serious injury
 or death.
 Use proper personal protective
 equipment as per NFPA 70E
 requirements when working on



GENERAL GROUNDING NOTES

- 1. An equipment shall be grounded to ensure a safety path to dissipate stored energy in that area in other areas.
- 2. Equipment shall be grounded to the top of vertical reinforcement (rebar) that runs vertically through the structure. The rebar shall be bonded to the ground plane. The rebar shall be bonded to the ground plane at the top of the structure. The rebar shall be bonded to the ground plane at the top of the structure. The rebar shall be bonded to the ground plane at the top of the structure.
- 3. If a rebar is not available, the rebar shall be replaced by a steel rod of equal or greater diameter. The steel rod shall be bonded to the ground plane at the top of the structure. The steel rod shall be bonded to the ground plane at the top of the structure. The steel rod shall be bonded to the ground plane at the top of the structure.
- 4. The grounding key symbol shall be used to indicate the location of the grounding key. The grounding key shall be used to indicate the location of the grounding key. The grounding key shall be used to indicate the location of the grounding key.
- 5. An equipment shall be grounded to the top of vertical reinforcement (rebar) that runs vertically through the structure. The rebar shall be bonded to the ground plane. The rebar shall be bonded to the ground plane at the top of the structure. The rebar shall be bonded to the ground plane at the top of the structure.
- 6. An equipment shall be grounded to the top of vertical reinforcement (rebar) that runs vertically through the structure. The rebar shall be bonded to the ground plane. The rebar shall be bonded to the ground plane at the top of the structure. The rebar shall be bonded to the ground plane at the top of the structure.

GROUNDING KEY NOTES

- 1. A grounding key symbol shall be used to indicate the location of the grounding key. The grounding key shall be used to indicate the location of the grounding key. The grounding key shall be used to indicate the location of the grounding key.
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SCALE

PROJECT INFORMATION

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SHEET TITLE

GROUNDING PLANS

AUTHORITY APPROVAL

SHEET NUMBER

E-5

