

NEXT GEN MODERN STORAGE - CAMELBACK

PLANNED UNIT DEVELOPMENT

CASE NO. Z-24-14

First Submittal Date: June 4, 2014

Revised Date: January 7, 2014

City Council Approval Date: December 17, 2014

PRINCIPALS AND DEVELOPMENT TEAM

OWNER:

VP 32nd , LLC
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Phoenix, AZ 85016

DEVELOPER:

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VIVO Development Partners
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- D. 1998 Amended C-O Zoning Approval for Case No. Z-239-78-6, 1978 Original C-O Zoning Approval, and Sections 621-B.1 (C-O “Uses”) and 621.B.2 (C-O “Development Standards”, except as restricted by the 1998 Stipulations) of the Pre-1986 C-O Zoning District**

PUD FOR "NEXT GEN MODERN STORAGE - CAMELBACK"

A. PURPOSE AND INTENT.

This PUD is located on approximately 1.55 net/1.78 gross acres on the east side of 32nd Street just over one block south of Camelback Road ("Site"). The purpose and intent of this PUD is to enable the redevelopment of this infill Site with a high-quality self-storage facility that will be compatible with adjacent residential and commercial properties. This PUD includes Development Standards and Design Guidelines that respond to the surrounding environment better than conventional Zoning Districts (such as C-2 SP). The end result is a Site that is rezoned with Standards and Guidelines specifically crafted and tailored for this Site and the proposed self-storage use. Furthermore, this PUD is consistent with the spirit and intent of the below-described 1998 C-0 Stipulations (Z-239-78-6) in that security fencing will be installed prior to demolition of the existing building, existing landscaping will be maintained pending redevelopment of the Site, the developer is actively communicating with members of the La Celesta Homeowner's Association, the developer will be appearing before the Camelback East Village Planning Committee, and Site Plan Approval by the Planning and Development Department will be required prior to development.

B. LEGAL DESCRIPTION. GENERAL PLAN AND ZONING.

The legal description of the Site is provided as Exhibit 1. An aerial photograph of the Site and area properties is provided as Exhibit 2.

The site is designated "Commercial" on the General Plan Land Use Map.¹ The Site was zoned C-0 (currently Case No. Z-239-78-6) in 1978 and Amended C-0 in 1998.²

C. LIST OF USES.

The intent of this PUD is to allow a high-quality, indoor, climate controlled self-service storage facility consistent with Section 647.A.2.I (Special Permit for self-service storage warehouse) of the Zoning Ordinance. However, unlike Section 647.A.2.I, this PUD does not permit outdoor storage areas and does not require an employee on the premises other than when the storage facility is open for business.

Rather than providing an apartment for a live-in employee for "security", an extensive, 24-hour monitored state-of-the-art, multi-component security system will be provided and replaces the need for after-hours staffing. That system includes but is not restricted to security components such as: motion activated cameras located at strategic points inside and outside the building; individual unit monitoring (at all wine locker, personal locker and storage unit doors); proximity reader card access stations (many also including key pads for manual code entry) at all points of egress on the interior and exterior of the building; a sound/intercom system allows customers to call the front desk in the case of an emergency or simply for assistance; and a biometric iris recognition system (for wine storage access) which requires a scan of a customer's eyes to open the front and back doors.

Furthermore, this PUD permits the continuation of the existing cell tower and equipment building (pursuant to Site Plan P79007A2 and ZA Case No. ZA-178-07-6)³ and, as an alternative to the self-storage use, continues to permit C-0 office uses in accordance with the limitations and requirements of Amended C-0 Case No. Z-239-78-6.⁴ Uses that are permitted as an "accessory use" to a Permitted Use by the Zoning Ordinance are also allowed.

¹ An enlargement of the relevant portion of the current General Plan Land Use Map is provided as "A" in the Appendix. A summary of compliance with various General Plan Goals and Policies is also in "A".

² An enlargement of the relevant portion of the Zoning Map is provided as "B" in the Appendix.

³ "C" in the Appendix includes information about the cell tower's Site Plan P79007A2, the ZAHO's summary of cell tower ZA Case No. ZA-178-07-6, the 1998 Easement Agreement (Recorded at 98-0436583 with the Maricopa County Recorder) which allows the therein described portion of the Site to be perpetually used for the "construction, maintenance and operation of a communications facility with related antenna structures, buildings and uses incidental thereto", and a summary of the information related to the cell tower facility.

⁴ Confirmation of the 1998 Amended C-0 Zoning Approval (including the 1998 Zoning Stipulations) is "D" in the Appendix. Except as provided in "D", the Uses, Development Standards and Design Guidelines for office development on the Site shall be controlled by applicable provisions of the C-0 Zoning District (Section 621) and other applicable provisions of the Zoning Ordinance. The applicable C-0 Use List (per Section 621.B.1) and C-

D. DEVELOPMENT STANDARDS.

The Development Standards for the self-storage facility are provided in Table 1 below:

TABLE 1 - SELF-STORAGE FACILITY		
Building Setbacks⁶	Front (from 32nd Street) Rear (from East Property Line) Sides (from North and South Property Lines)	Average 25'; minimum 20' permitted for up to 50% of structure, including projections 25' to one story element; 50' to two story element 10'
Landscaped Setbacks⁸	Front - 32nd Street Rear - East (inclusive of existing 12' cell tower access easement) Side - North Side - South (inclusive of sidewalk)	Minimum 20' (See below Section E.3) 25' 10' 10'
Landscaping Standards	In compliance with Section 623.E.4.e of the Zoning Ordinance and in general conformance with the Landscape Plan Provided as Exhibit 5. The Landscape Plan (Exhibit 5) includes the "Plant Material Legend", which includes the plant palette, the planting sizes and other details.	
Building Height	Within 50' of the Rear (East) Property Line 50' and further from the (Rear) East Property Line	1 story, maximum of 15* of building height 2 stories, maximum of 26'of building height⁷
Maximum Lot Coverage	55% of net lot area (including screened carport, cell tower and associated equipment building)	
Parking and Loading	9 parking spaces, inclusive of 1 accessible space; 2 loading spaces; stall	

O Development Standards (per Section 621 B.2), are also provided in "D". However, the C-0 Development Standards are Restricted by the 19S8 Zoning Stipulations provided in "D" of the Appendix.

⁶ Architectural pop outs may extend a maximum of 3' and canopies may extend a maximum of 5' into Building Setbacks. Architectural pop outs may extend a maximum of 3' and canopies may extend a maximum of 5' into Landscape Setbacks. ⁷ Section 647.A.&H1) of the Zoning Ordinance provides that a self-service storage facility shall not exceed a height of two stories, not to exceed 24' in building height This PUD prohibits any of the new building to be constructed within 26' of the Rear (East) property line, limits the building to one story, not to exceed 15' of building height within 60' of the Rear (East) property line, and allows two stories not to exceed 26' of building height for the portion of the building that is setback 50' or more from the Rear (East) property line. The additional 2* of building height (26* rather than 24') is needed for greater ceiling heights and a sense of openness within the building. This minimal increase in building height (2*) is appropriate and compatible. For example, the Landscape Standards and Landscape Plan (at Exhibit 5) require landscaping (including a row of canopy trees and a second hedge-row of sour orange trees) along the Rear (East) property line. The Landscape Plan also requires multiple trees proximate to the portion of the Side (South) property line that is adjacent to residential development The additional 2' of building height (26' rather than 24') at a setback of 50' and more from the Rear and Side (South - Adjacent to Residential) is a minimal increase in building height (2'), is substantially setback from all residential property lines, is well-screened and buffered with distance, landscaping and perimeter walls, and is 4' less of building height than the 30' in height that is typically permitted for C-0 developments. Furthermore, the additional 2* of building height will not create any "privacy" risk since pursuant to below Section E2 (Building Elevations) "...no windows shall be provided on the East and South Elevations of the building."

	size, drive aisle width and parking lot landscaping in compliance with the "Off-Street Parking and Loading" Section of the Zoning Ordinance (Section 702)	
Fences & Walls	Front Rear Property Line Side - North Property Line Side - South Property Lines	Parking screen wall in accordance with Zoning Ordinance Section 702.B.7.D required only if parking faces 32nd Street 6' tall CMU wall Existing approximately 6' tall CMU wall Existing approximately 6' tall CMU wall adjacent to residential District and approximately 3' tall CMU walls adjacent to C-0 District
Lighting	Exterior lighting shall comply with Zoning Ordinance Section 704	
Signs	Signage shall comply with Zoning Ordinance Section 705	

The Development Standards for an alternative office development on the Site are provided per Footnote No. 4 on page 2 of this Narrative, and are included in "D" of the Appendix.

The Development Standards for the existing cell tower facility are provided per Footnote No. 3 on page 2 of this Narrative, and are detailed in "C" of the Appendix.

E. DESIGN GUIDELINES (Self-Storage Facility).

1. **Site Plan.** The Site shall be developed in general conformance with the Site Plan that is included as Exhibit 3.
2. **Building Elevations.** The self-storage building shall be developed in general conformance with the Building Elevations that are included as Exhibit 4, including no windows shall be provided on the East and South Elevations of the building.
3. **Landscaping.** The Site shall be landscaped in compliance with Section 623.E.4.e (except for the depth of the streetscape Island between the 32nd Street driveways) and in general conformance with the Landscape Plan (including the plant palette) that is included as Exhibit 5. Typically the depth of the streetscape island between the driveways should be an average of 25' with a minimum of 20' permitted for up to 50% of the structure including projections. Although the development's 20' deep streetscape island does not technically satisfy the typical 25' average/20' minimum criteria, the development has an enhanced street scene as it is currently designed. As designed, the development will have: (1) abundant landscaping right along the street in Zoning Ordinance required quantities and sizes, (2) additional landscaping proximate to the west elevation of the building and within the front "plaza", (3) no parking facing 32nd St, (4) landscaped "wings" between the street and building along the north and south property lines proximate to the driveways, and (5) a hardscape plaza (with landscaping in planters and pots) at the front entry to the building. To reduce the depth of the plaza and/or the depth of the walkway between the parking spaces and the west elevation of the building (to add 5' [or less] of depth) to the landscape island between the two driveways would be counter-productive. Adding that 5' (or less) to the depth of the landscape island between the driveways would not increase

the quantity of trees/bushes within that island - it would simply change (slightly) the depth of the island. That slight change in the depth of the island would be imperceptible to anyone driving or walking along 32nd St. Conversely, eliminating or reducing the front plaza and the opportunities to provide landscaping on the plaza and adjacent to the building would be very noticeable and in a non-beneficial way. As is allowed (and encouraged in PUDs), the all-inclusive streetscape design is an enhancement above conventional Zoning District requirements.

4. Lighting. All on-site exterior lighting shall be shielded and shall comply with Section 507 Tab A of the Zoning Ordinance, and shall comply with Section 23-100 (Dark Sky) of the City Code.
5. Signage. All signs shall comply with Section 705 of the Zoning Ordinance.
6. Design Guidelines. Except as otherwise provided in this PUD Narrative and Exhibits 3-5, applicable Design Guidelines in the "Guidelines for Design Review" in Section of the Zoning Ordinance Section 507 Tab A shall apply.

F. INFRASTRUCTURE.

This PUD is for the redevelopment of an infill property that is located on an existing arterial street and is serviced with existing utilities and infrastructure. Other than driveways, curb cuts and utility connections, no new or additional infrastructure is required.

G. SUSTAINABILITY.

-Existing trees on-site are being transplanted to the extent required by the Landscape Salvage Plan to be approved by the Planning and Development Department, thereby preserving mature growth to mitigate heat gain/retention while providing shade for energy conservation and human comfort.

-Most existing turf on site will be replaced with low water consumptive shrubs and ground covers, and with decomposed granite to significantly reduce water consumption. Turf will continue to be used as appropriate in high visibility areas, such as the 32nd St streetscape.

-Building fenestration is excluded on the east and south elevations in order to reduce building heat gain, conserve energy and increase privacy for neighbors.

-Limited building fenestration on west elevation is recessed with overhangs to provide shade and insulated glazing is treated with low-emissivity coating to reduce heat gain and conserve energy.

-Interior lighting is controlled by motion sensors to reduce energy consumption.

-Low flow fixtures and waterless urinals are used to reduce water consumption.

H. PHASING.

One phase.

I. CONCLUSION.

This PUD provides the opportunity to redevelop a small (approximately 1.55 net/1.78 gross acres) underutilized infill site that is located on the east side of 32nd Street, a little over one block south of Camelback Road. The Site Plan, Landscape Plan and stair-stepped Building Elevations, the architectural design, materials, features and colors, and the development's sustainability features will create a safe, secure, low-intensity, architecturally attractive, well-landscaped and compatible development on this urban infill site. Consistent with the purpose of PUDs, the end result will be a superior built environment that is tailored to this Site, compatible with neighboring properties, and a compliment to the area.

In response to neighbors' inquiries about what uses, restrictions and limitations apply if the herein described self-storage development is delayed, does not occur or ceases in the future, this PUD provides that, if the Site does not develop with the Next Gen Modern Storage - Camelback facility or ceases in the future to be used as a self-storage facility in accordance with this PUD, then this PUD also allows for office use/development so long as the office use/development does not exceed the uses, restrictions and limitations of Amended C-0 Case No. Z-239-78-6 and/or the C-0 Zoning District (as is detailed in Footnote 4 and "D" of the Appendix).

EXHIBIT 1

LEGAL DESCRIPTION

PARCEL NO. 1:

Tract A, La Celesta Homes, according to Book 46 of Maps, page 46, records of Maricopa County, Arizona;

EXCEPT the East 58.25 feet, which lies Southerly of Lot 1 of said La Celesta Homes; and

EXCEPT the South 24.60 feet

PARCEL NO. 2:

That portion of Tract A, La Celesta Homes, according to Book 46 of Maps, page 46, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of Lot 11 of said La Celesta Homes;

THENCE North 0 degrees 14 minutes 00 seconds East, a distance of 3.00 feet to the TRUE POINT OF BEGINNING;

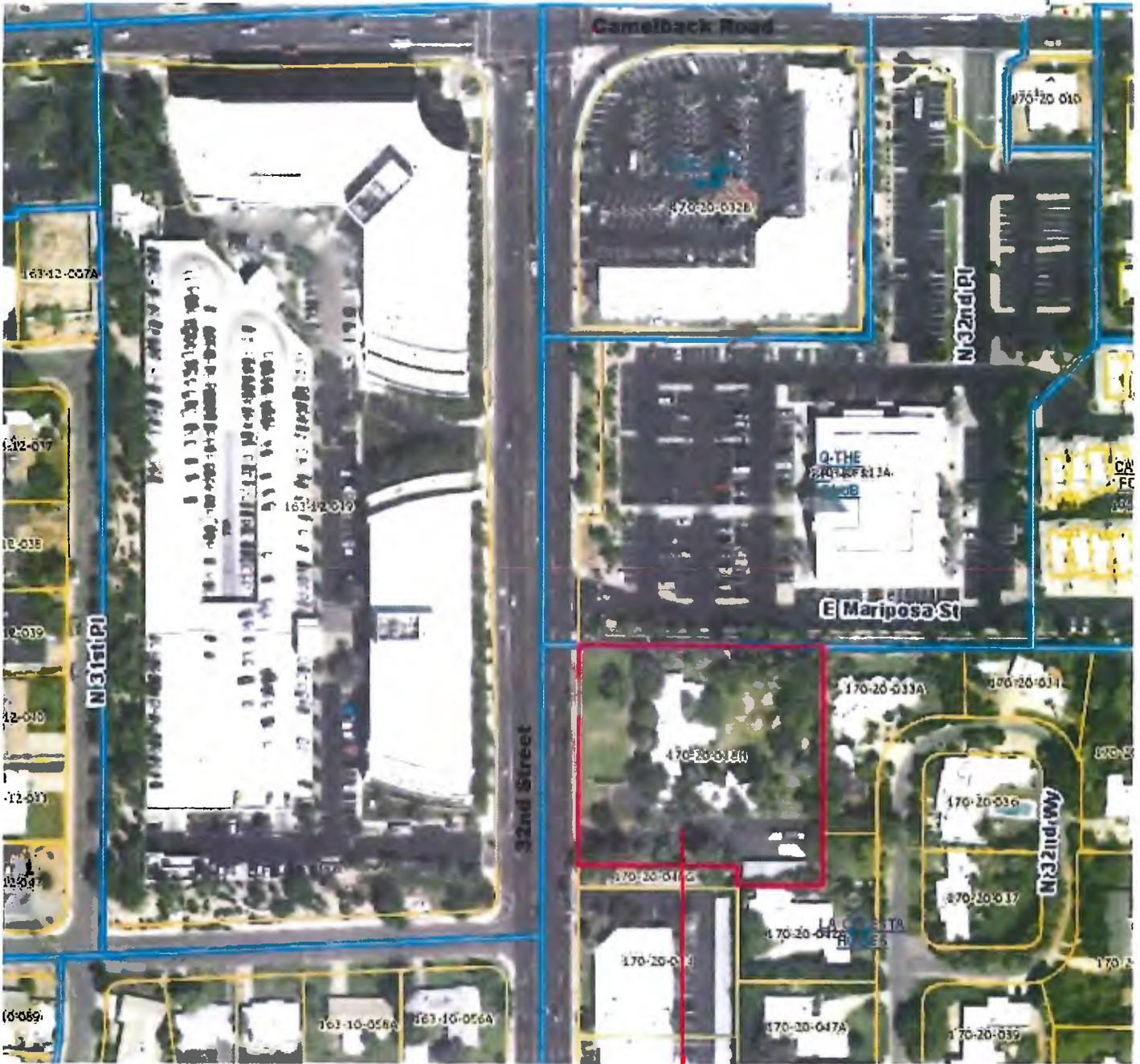
THENCE continuing North 0 degrees 14 minutes 00 seconds East, a distance of 21.60 feet;

THENCE South 89 degrees 42 minutes 00 seconds East, a distance of 91.75 feet;

THENCE South 0 degrees 14 minutes 00 seconds West, a distance of 21.60 feet;

THENCE North 89 degrees 42 minutes 00 seconds West, a distance of 91.75 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2



Next Gen Modern Storage - Camelback

EXHIBIT 3

EXHIBIT 4



NORTH ELEVATION



SOUTH ELEVATION

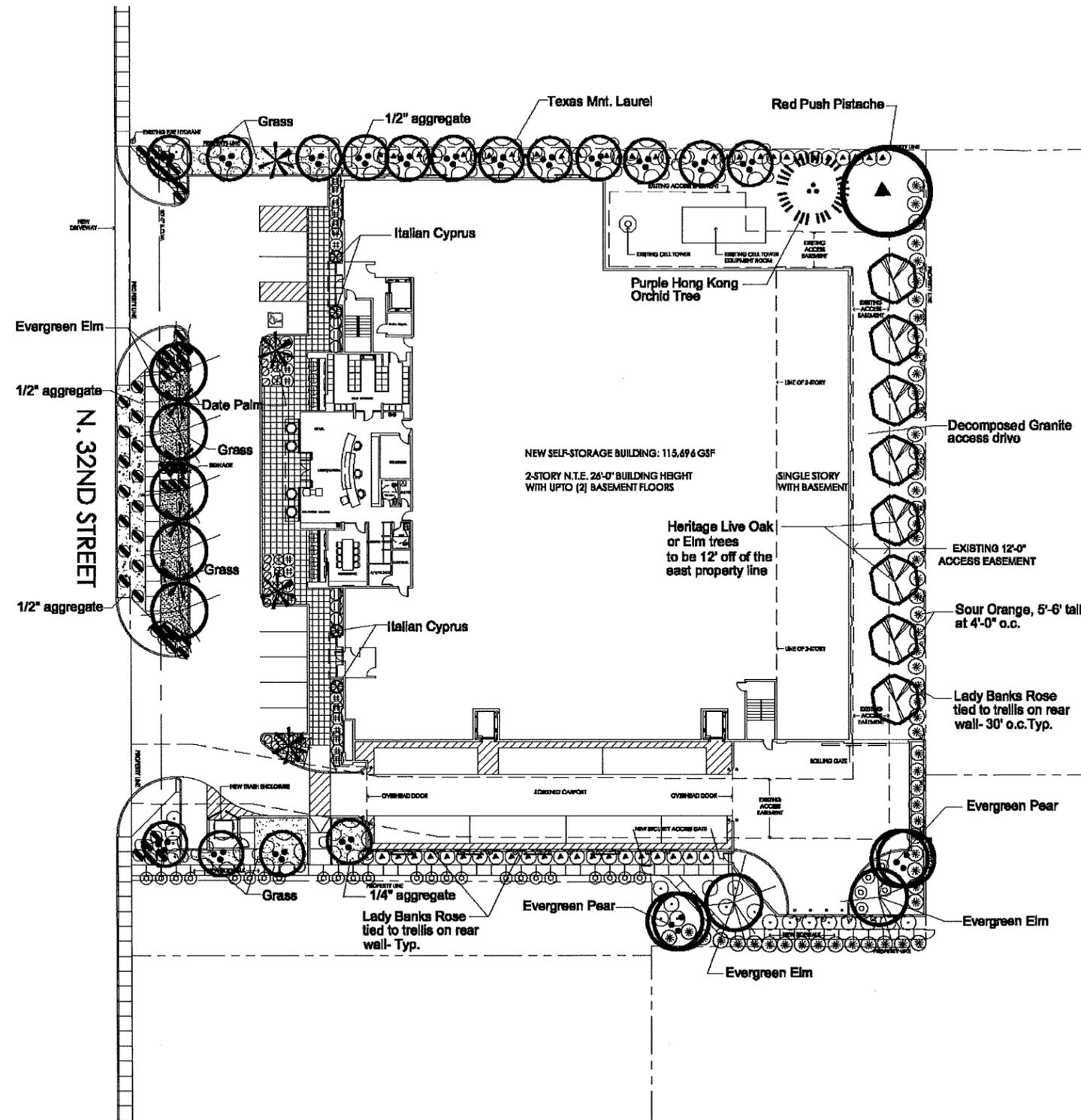


EAST ELEVATION

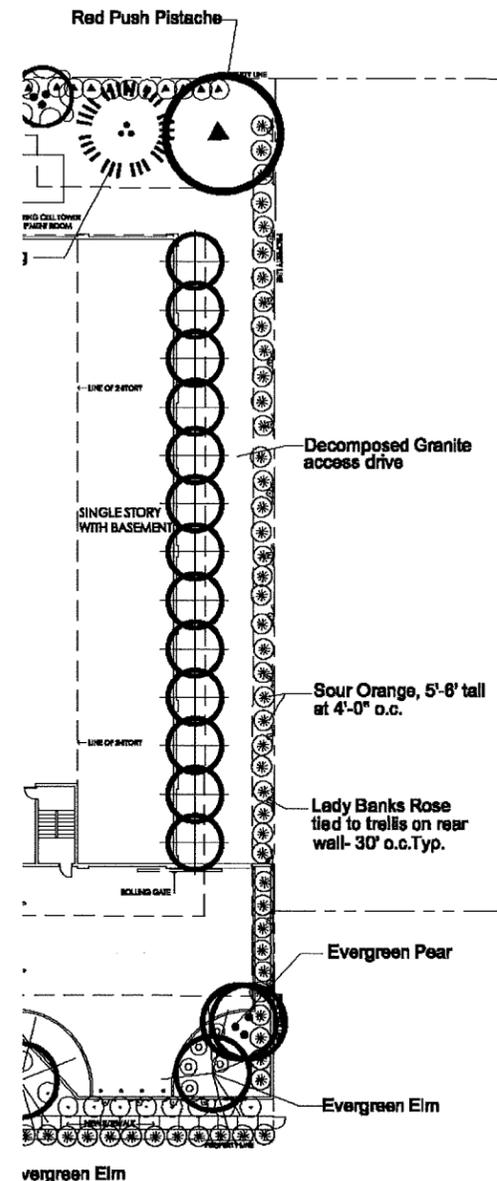


WEST ELEVATION

EXHIBIT 5



preliminary landscape plan
 NORTH
 SCALE: 1" = 20'-0"



alternate rear property line landscape plan
 NORTH
 SCALE: 1" = 20'-0"

PLANT MATERIAL LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE (Height/Spread/Caliper)
	<i>Persea karwinskii</i> Evergreen Pear	Existing to remain
	<i>Phoenix dactyloides</i> Date Palm	Existing to remain
NEW TREES		
	Pistache x Red Push Red Push Pistache	36" Box 8.0' 5' 2" 24" Box 6' 4' 2" Double-Staked Typ.
	<i>Sophora secundiflora</i> Texas Mountain Laurel	36" Box 8' 4' 2" 24" Box 6' 4' 2" Multi-Trunk
	<i>Nerium oleander</i> 'Water Angel' Oleander Standard	24" Box 8' 4' 1" Double-Staked Typ.
	<i>Ligustrum japonicum</i> 'Texanum' Waxleaf Privet	24" Box 7.5' 4' 1.5" Double-Staked Typ.
	<i>Quercus laevis</i> 'Heritage Live Oak' Heritage Live Oak	24" Box 7.5' 4' 1.5" Double-Staked Typ.
	<i>Bauhinia blakeana</i> Hong Kong Orchid Tree	36" Box 6.5' 5' 2" 24" Box 5' 2' 5" Double-Staked Typ.
	<i>Citrus aurantium</i> Sour Orange	24" Box 10' 4' 1.5" 24" Box 8' 4' 2.5" Double-Staked Typ.
	<i>Citrus aurantium</i> Sour Orange	15 Cal 7' 2" 1.0 Double-Staked Typ.
	<i>Citrus aurantium</i> Sour Orange	5'-6" Feet
SHRUBS		
	<i>Rosa barbatifolia</i> Lady Banks Rose	5 Gallon Tie to Green Screen
	<i>Daphne grandiflora</i> 'Dream Carpet' Green Carpet Notal Plum	5 Gallon
	<i>Laurus nobilis</i> Bay Laurel	5 Gallon
	<i>Myrica communis</i> 'Myricoides' Black Myrtle	5 Gallon
	<i>Nerium oleander</i> 'Little Pink' Little Pink Oleander	5 Gallon
	<i>Rosaryria o. prostrata</i> Dwarf Rosemary	5 Gallon
	<i>Muhlenbergia rigida</i> 'Nashville' Nashville Deer Grass	5 Gallon
	<i>Typha glauca</i> Yellow Bell	5 Gallon
SMALL PALMS		
	<i>Phoenix roebelenii</i> Pygmy Date Palm	5 Gallon
GROUND COVERS		
	<i>Lantana n. 'New Gold'</i> New Gold Lantana	1 Gallon @ 40" o.c.
	<i>Lantana montevidensis</i> Purple Lantana	1 Gallon @ 40" o.c.
	<i>Tradescantia virginiana</i> Star Jasmine	1 Gallon
	<i>Lantana n. 'Redallor'</i> Red Lantana	1 Gallon
LANDSCAPE MATERIALS		
	Decomposed Granite to match existing	1/2" Screened 2" Deep
	Concrete Header	2" x 6", Outside 2" Deep
	Midron Bermuda Sod	Sod

NO.	REVISION	DATE

VIVO
 DEVELOPMENT PARTNERS
 4801 E. COTTON CENTER BLVD. STE. 300
 PHOENIX, ARIZONA 85032
 CONTACT: DEAN WATCHAK

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NEXT GENERATION MODERN STORAGE
 4745 N. 32ND STREET
 PHOENIX, ARIZONA 85018
 SUBMITTAL FOR: PUD APPLICATION

KEY PLAN

DRAWN: jp
 CHECKED: dw
 DATE: 10.31.2014
 PROJECT NO.: AZ-TMP-V1

SHEET NUMBER ____ OF ____
PHOENIX LANDSCAPE PLAN
L101



EXHIBIT 6

Option B (Not Option A) is approved



WEST ELEVATION
OPTION - B



WEST ELEVATION
OPTION - A

BUILDING HEIGHT SHALL NOT EXCEED 26'-0" AS
DEFINED BY CITY OF PHOENIX STANDARDS
MATERIALS ARE A COMBINATION OF INTEGRAL COLOR MASONRY
AND CEMENT PLASTER/EFS, PAINTED STEEL CANOPIES AND GLAZING.

EXHIBIT 7







SELF STORAGE

SELF STORAGE

Modern Storage

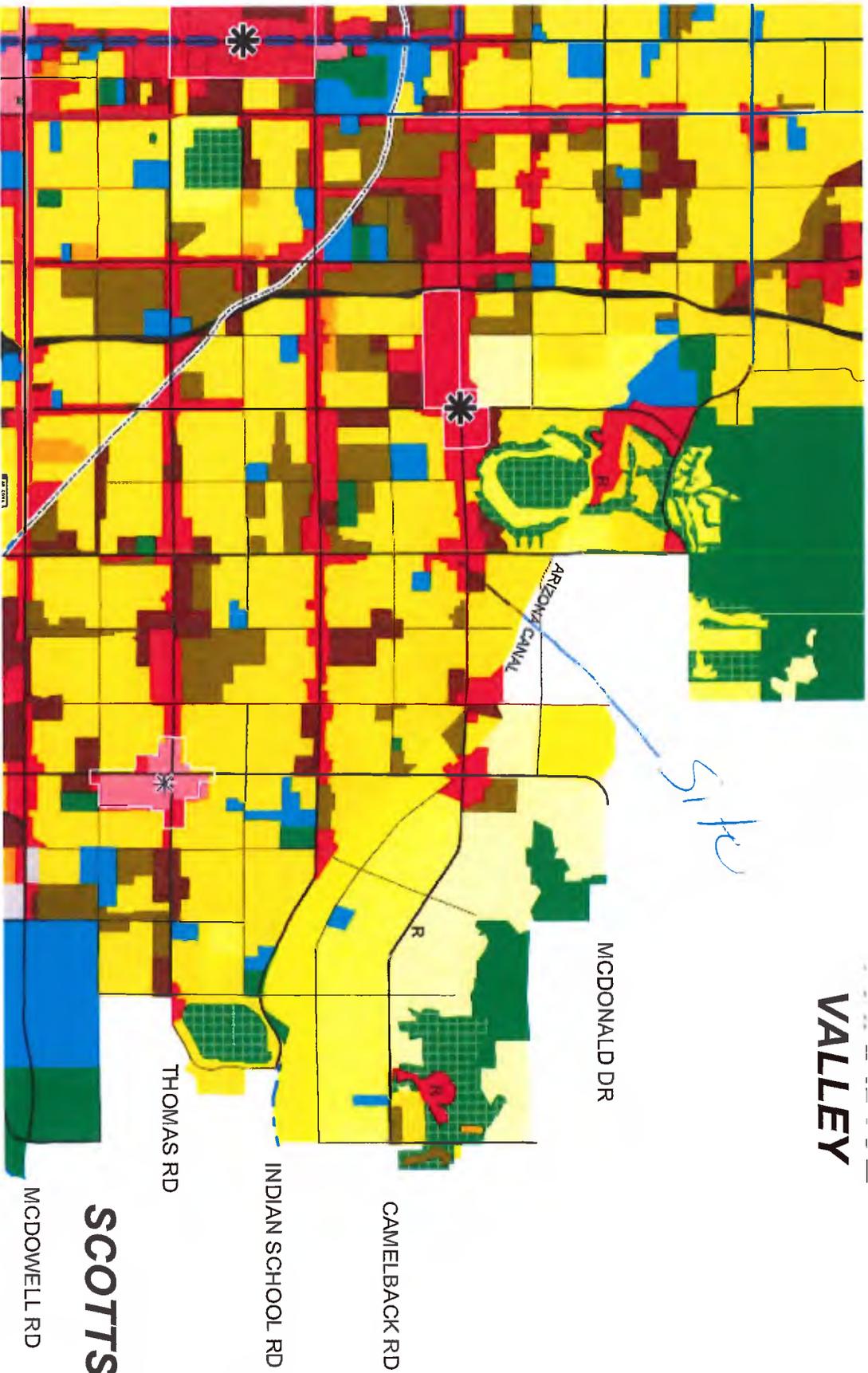
THE CELLAR

APPENDIX A

**Appendix A – General Plan Land Use Map and General Plan
Goals and Policies**

Beginning on Following Page

VALLEY



Land Use Element Goal 3, Policy 5: Encourage the development or redevelopment of vacant and underutilized parcels within the urbanized area that is consistent with the character of the area or with the area's transitional objectives.

The VIVO development is a high quality, indoor, climate controlled self-storage facility that is compatible with the existing neighboring commercial and residential uses. The VIVO facility will provide a transition of more intense existing commercial uses along 32nd Street and Camelback Road to VIVO's less intense use proximate to the residential areas south and east of the Site. Redevelopment on this Site makes sense due to the changing character of the area, vacant condition of the existing building, and superior existing office spaces offered within the surrounding area. The VIVO development is a viable use on this underutilized parcel, it is compatible with the surrounding area, and creates a transition of Commercial to Residential areas. The proposed PUD does not permit outdoor storage areas on the Site.

Land Use Element Goal 5, Policy 2: Locate major traffic-generating land uses on major streets in areas planned for such uses . . . and avoid use of local streets.

The VIVO development is a low traffic-generating land use with its customers typically only visiting the facility on a periodic basis. However, although this is a low traffic-generating land use, the Site is located on 32nd Street and proximate to Camelback Road, which are both arterial streets. Moreover, VIVO's development will not have any access to any local streets.

Land Use Element Goal 11: General Plan Land Use Map and Zoning Conformity – The General Plan Land Use Map shall show the generalized land use plan for the City and the proposed street system with the exception of local streets. Zoning granted subsequent to the adoption of the General Plan or any amendments shall be in conformity with the land use category shown and defined on the General Plan.

The VIVO development is a Commercial Use, which is consistent with the Commercial land use category shown on the General Plan Land Use Map.

Conservation, Rehabilitation, & Redevelopment Element Goal 4: Adaptive reuse of obsolete development. Encourage reuse of vacant structures and substantial rehabilitation of obsolete buildings.

The vacant existing building on the Site is not positioned to capture new tenants seeking modern buildings. The VIVO development will provide an occupied commercial building that will foster a positive image for the area. This positive image will further Goal 4's mission of providing a stable neighborhood environment that encourages and supports private reinvestment.

Changing user needs and changed market conditions no longer support the type of existing building that is located on this Site. Thus, the existing building is plagued by "building obsolescence," as described in the General Plan. The VIVO development is a viable and compatible use on this Site and will be a positive asset for the area.

VIVO's proposed redevelopment of this Site is better for the area than a series of transitions and turnover of marginal uses that are not consistent with the character of the area. VIVO's redevelopment of this Site supports the character and vitality of nearby areas, and reduces unplanned negative land use transitions that might occur in the obsolete existing building.

Conservation, Rehabilitation & Redevelopment Element Goal 4, Policy 5: Encourage adaptive reuse of obsolete or vacant non-residential structures.

The VIVO development will replace the existing obsolete and vacant house-conversion office building on the Site with an attractive and high quality storage facility that is commensurate with the other attractive commercial and residential areas that have been developed and redeveloped within the surrounding area. This development will help create a transition of uses from more intense existing uses on 32nd Street and Camelback Road to less intense uses and residential areas located south and east of the Site.

Conservation, Rehabilitation & Redevelopment Element Goal 5, Policy 2: Facilitate the acquisition of vacant, underutilized and blighted parcels for appropriate redevelopment, compatible with the adjacent neighborhood character and adopted area plan.

The VIVO development is a private investment in redeveloping an underutilized parcel with an appropriate use that is compatible with the adjacent neighborhood character.

APPENDIX B

Appendix B – Relevant Portion of Zoning Map

Beginning on Following Page

APPENDIX C

**Appendix C – Summary of Cell Tower, Site Plan Amendment
P79007A2, ZA Case No. ZA 178-07-6, and Easement
Agreement**

Beginning on Following Page

Summary of Cell Tower Facilities

The location of what the herein attached Easement Agreement describes as the Cell Site (including the existing cell tower and equipment room) and the corresponding access easement (providing access to the Cell Site) are depicted on the Site Plan (at Exhibit 3) and are legally described on Exhibit "A" of the Easement Agreement. As can be Scaled on the Site Plan (at Exhibit 3), the existing cell tower monopole is setback approximately 100' from the nearest residential property line.

Although we cannot avow for the accuracy of the ZAHO's Summary of ZA Case No. ZA-178-07-6 (at "C" of the Appendix), that summary is a part of the City's official records and is the most recent zoning-related information concerning the cell tower facility. That 2007 Summary describes the facility's "uses" and "development standards" as a then-existing 47-foot tall wireless communications monopole with flat panel antenna in a three-sided array at the top of the pole. The Use Permit that was granted pursuant to ZA Case No. ZA-178-07-6 allowed the co-location of another communication provider and allowed the addition of additional antenna (to be mounted on the then-existing pole below the then-existing antenna) with a new array of flat panel antennas to be mounted at 40 feet above grade and three 2-foot diameter microwave dishes to be mounted at 43 feet above grade. Just as we cannot avow for the accuracy of the ZAHO's Summary, we also cannot avow for whether the currently-existing cell tower facility (including the added antenna) is in conformance with the ZAHO-granted Use Permit and/or the ZAHO's Summary. However, we are not suggesting that the existing facility is non-compliant nor are we questioning the accuracy of the ZAHO's Summary.

The ZAHO's Summary indicates that the Use Permit in ZA-178-07-6 was approved pursuant to Zoning Ordinance Section 621.B.1.I.2(d). However, wireless communication facilities are now typically regulated (going forward) pursuant to Section 715 of the Zoning Ordinance. We defer to the City's Zoning Administrator and to the owner of the cell tower facility to determine whether, when and to what extent (if any) the "uses", "development standards" and/or other regulations applicable to the existing cell tower facility is/will be regulated by Section 715 of the Zoning Ordinance. Nothing in this PUD modifies the going forward applicability (if any) of Section 715 to the existing facility and/or to future modifications (if any) to the existing facility.

Except to the extent that a small portion of the existing cell tower equipment building appears to be located slightly outside of the Easement Area, as is generally depicted on the Site Plan (at Exhibit 3), the existing cell tower facilities appear to be located within the Easement Area. We cannot avow for whether the existing cell tower facilities are otherwise in strict compliance with the Easement Agreement. However, we are not suggesting that the existing cell tower facility is non-compliant with the Easement Agreement.

The above summary and the three attachments to this “D” of the Appendix are intended to provide currently available information about the cell tower facility, its “uses” and its “development standards”. This PUD does not in any way modify the existing zoning-related approvals, uses or development standards that are applicable to the cell tower facility, does not in any way control or modify what zoning-related requirements or Zoning Ordinance Sections apply to the cell tower facility now or in the future, and does not in any way amend the Easement Agreement. Furthermore, this PUD does not create, modify or waive anyone’s rights, limitations, claims or remedies associated with the zoning-related approvals and/or the Easement Agreement.

MSPA 2

City of Phoenix
DEVELOPMENT SERVICES DEPARTMENT
125 East Washington Street
Phoenix, AZ 85004
(602)262-7306 FAX (602)495-5784

DATE: 04/08/1993

TO: Bell Atlantic Metro Mobile
8777 E Via De Ventura #250
Scottsdale AZ 85258
PHONE: (602)948-8543

FROM: SITE PLANNING DIVISION

SUBJECT: MINOR SITE PLAN AMENDMENT P79007A2 EFN:

LOCATION: 4727 N 32 Street
QUARTER SECTION # N 18 E 35

REQUEST: INSTALL CELLULAR MONOPOLE FOR BELL ATLANTIC

RECOMMENDATION:

The Site Planning Division approves the minor amendment received 03/25/1993 .

A copy of this plan is attached.

Approval of 03/25/1993 supersedes all previous plans.

COPY TO:

~~Engineering Safety~~
File

KEOGH ENGINEERING
15650 N BLACK CANYON HWY #245
PHOENIX AZ 85023
PHONE: (602)375-9363

5/10/07 11:00AM

ZA CASE NO: 178-07-6

Date: 4/12/07 10:00AM

Zoning Administrator Action Appeal Date:

Approved Denied Denied, as filed Stipulations

Under Advisement Withdrawn Other

Cont: 5/10/07 11AM notice
6/28/07 11AM ~~W/Rec~~

STIPULATIONS:

Lined area for stipulations.

6/28/07

DATE

Frank Doksinski

BY

ZONING ADMINISTRATOR

Support Present Opposition Present

STIPULATIONS MET:
YES/NO

Application #: ZA-178-07-6 – APPROVED
Existing Zoning: C-O
Location: 4745 North 32nd Street
Block Location: 4700 N. – 3200 E.
Quarter Section: 18-35
Proposal: Use permit to allow more than 1 communication provider on a wireless communication monopole. Use permit required.
Ordinance Sections: 621.B.1.1.2.(d)
Applicant: Scott Quinn/Quinn United Enterprises
Representative: Scott Quinn/Quinn United Enterprises
Owner: E & H Smith Limited Partnership

**ZONING ADJUSTMENT HEARING OFFICER WAS: FRANK DOLASINSKI, AICP
PLANNER WAS: TRICIA GOMES**

Speaking in support was Scott Quinn, 3655 West Anthem Way, A-109, PMB 250, Anthem, applicant.

Speaking in opposition was Karen and Harry Broome, 4738 North 32nd Place, Phoenix, adjacent neighbors.

DECISION: This request for a use permit was continued from May 10, 2007 and on June 28, 2007 it was approved.

FINDINGS OF FACT: This request to allow more than one communication provider on a wireless communication monopole met the standards for a use permit as follows:

The applicant is proposing to add a second communications provider to an existing communication tower. The existing pole is located at the side yard of an existing office building. Immediately adjacent to the tower (north) is a large parking lot serving a commercial center. To the rear of the site (east) are single-family homes.

The existing pole is a 47-foot monopole with flat panel antenna in a three-sided array at the top of the pole. The applicant initially proposed increasing the height of the pole and mounting new antenna above the existing array. The proposed pole extension has been deleted and the new array will be mounted below the existing array. The new array will consist of flat panel antennas at 40 feet and three 2-foot diameter microwave dishes at 43 feet above grade.

The only opposition to his request came from the neighbor east of the site. They complained of the negative visual appearance of the tower, the potential health issue and the noise from a ground mounted generator, which is used in the event of loss of power. Upon visiting the neighbor's property, the tower could not be seen due to the heavy vegetation and trees along the shared property line. There has not been an accepted study that has shown any health issues associated with these communication towers. Finally, the neighbor was advised that noise from a continuous use of a generator should be reported to the user and appropriate City departments. The applicant assured the neighbor that noise baffling will be used around the generator and encouraged that any future noise problem be reported immediately to his company.

The location of the monopole and the ground mounted equipment will not produce any vehicular or pedestrian traffic in the adjacent residential area. With the exception of the noise from the temporary use of the generator, as previously addressed, there should be no other emissions of any type. There should be no impact on the neighborhood with the addition of another communication provider on the existing pole.

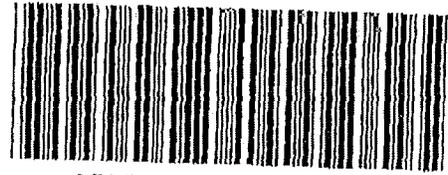
SUMMARY: Mr. Quinn stated that he was able to come to an agreement with the property owner and the owner of the monopole. Mr. Quinn stated that the existing monopole would not be expanded and the antennas would be substantially smaller than the antennas on the existing monopole.

Mr. and Mrs. Broome expressed concern with maintenance and noise at the night generated by the monopole and the possible health effects the monopole may impose.

Mr. Dolasinski stated that the collocation would not have any additional impacts to the surrounding area. Mr. Dolasinski approved the request.

Upon request, this publication will be made available within a reasonable length of time through appropriate auxiliary aids or services to accommodate an individual with a disability. This publication may be made available through the following auxiliary aids or services: large print, Braille, audio tape or computer diskette. Contact Theresa Damiani, 262-6368/v or 534-5500 TTY.

SECURITY TITLE AGENCY



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-0436583 05/26/98 04:48

VIRGINIA 98 OF 99

When recorded, return to:

J. Gregory Lake, Esq.
Grant, Williams, Lake &
Dangerfield, P.C.
302 North First Avenue, 9th Floor
Phoenix, Arizona 85012

2/2 289805433

EASEMENT AGREEMENT

26th THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the day of May, 1998, by and between E&H Smith Limited Partnership, an Arizona limited partnership ("Grantor"), and Southwestco Wireless, L.P., a Delaware limited partnership ("Grantee").

Subject to the terms and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

1. Easement Granted. Grantor hereby grants to Grantee a perpetual, appurtenant easement over, above, under and across the property described on Exhibit "A-1" (the "Cell Site") for the sole purposes of construction, maintenance and operation of a communications facility with related antenna structures, buildings and uses incidental thereto, including modifications to the communications facility located on the Cell Site to accommodate technological advances, provided such modifications for technological advances (i) comply with applicable zoning, use and other applicable laws and regulations, (ii) do not increase the height of the antenna structures existing on the date hereof by more than twenty-five (25) feet and (iii) do not extend outside the Cell Site. Grantor hereby grants to Grantee a perpetual, appurtenant easement for ingress and egress over the property described on Exhibit "A-2" (the "Access Area"). Collectively, all the foregoing grants are the "Easement" and the Cell Site and Access Area are the "Easement Property." The Easement shall be exclusive over the Cell Site but non-exclusive over the Access Area.

2. Ownership of Equipment and Personal Property. All of Grantee's equipment or other property attached to or otherwise brought onto the Easement Property shall at all times remain personal property of Grantee and shall not be considered fixtures, and at Grantee's option may be removed by Grantee at any time during the term hereof as provided herein. Upon expiration or termination of this Agreement or removal of any equipment or other property by Grantee, Grantee agrees to repair any damage to the Easement Property caused by Grantee during the term of the Agreement or in connection with such removal.

3. No Implied Rights; No Representations or Warranties. Notwithstanding anything herein to the contrary with respect to the Easement and the Easement Property,

Grantor makes no representations or warranties, express or implied, including warranties of title or representations as to the accuracy or completeness of the information shown on Exhibits "A-1" and "A-2" attached hereto, and Grantee agrees to accept and use the Easement and Easement Property in "AS IS" condition and to bear all risks associated with the Easement and the condition of the Easement Property. Grantee is entering into this Agreement and shall use the Easement Property based on Grantee's inspection and investigation of all matters pertaining thereto and not in reliance on any representation, warranty or agreement of Grantor. Grantee agrees that the Easement is subject to all existing easements, rights of way and other rights, including, without limitation all matters of record and all matters that would be disclosed by a physical inspection or true and correct ALTA/ASCM Class A Land Title Survey (1992 Minimum Detail Requirements) of the Easement Property.

4. Reservation of Rights to Grantor. Grantor and its agents, employees, tenants, contractors, invitees, licensees, and representatives (collectively "Grantor's Permittees") shall have the right to use and occupy the Access Area for any and all purposes, including, without limitation, ingress and egress and shall have the exclusive right to maintain all landscaping with respect to the Access Area; provided such use and occupancy by Grantor and Grantor's Permittees does not unreasonably interfere with Grantee's use of the Access Area. In elaboration and not in limitation of the foregoing, Grantor retains the right to, at its option, improve the Access Area (so long as such improvement is not inconsistent with, and does not interfere with, Grantee's use of the Access Area, including, without limitation, access to the Cell Site). Grantor shall have no duty or obligation to inspect or maintain the Easement Property.

5. Grantee's Covenants.

(a) Grantee shall at all times keep and maintain the Easement Property free and clear of any and all liens, claims, demands, obligations, liabilities and causes of action arising out of or in any manner relating to any work, including maintenance and repair work, performed on the Easement Property for or on behalf of Grantee or arising out of the use of the Easement Property by Grantee and its guests, invitees, agents and employees. If any demand, claim, lien or cause of action is filed, asserted or made on, against or with respect to the Easement Property as a result of any such work or use, Grantee shall cause such lien, demand, claim or cause of action to be dismissed, released, and discharged therefrom no later than ten (10) days thereafter.

(b) Grantee shall exercise reasonable care in its use of the Easement Property and shall, at Grantee's sole expense, regularly inspect, maintain, repair and keep the Cell Site, in a good, safe and clean condition and all work shall be done in a good and workmanlike manner.

(c) Grantee shall comply with all laws, rules and regulations, now in force and hereafter enacted, including, without limitation, all Federal Communications Commission (FCC), environmental, safety and health related laws and regulations, in connection with its use and maintenance of the Easement and Easement Property. Grantee shall, at Grantee's sole expense, obtain and maintain all local, state and federal licenses, permits and other approvals that may be required in connection with the Easement Property.

(d) If required by the United States Department of Transportation or any other applicable governmental authority, Grantee shall post appropriate signs, marking the location of any underground facilities associated with the Access Area or Cell Site in accordance with the rules and regulations of such governmental authority.

(e) Grantee shall repair and replace, at its sole expense, any present or future improvement, parking lot, landscaping or vegetation that is disturbed, destroyed or damaged as a result of the use of the Access Area by Grantee, its guests, invitees, agents and employees, provided such improvement, parking lot, landscaping or vegetation within the Access Area does not interfere with Grantee's rights under the Easement.

(f) Grantee shall promptly upon completion of any excavation, construction, reconstruction or repair of the Easement Property fill, grade and restore the Easement Property to the same condition as existed immediately prior to the commencement of the excavation and construction or repair work.

(g) Grantee covenants that in exercising its rights hereunder it shall take reasonable steps not to damage improvements or landscaping located outside of the Easement Property.

(h) Grantee has installed an electrical meter or submeter at the Cell Site to measure its consumption of electricity and shall pay its utilities directly to the utility provider.

6. Grantor's Covenants.

(a) Grantor and any other tenants of the property of which the Easement Property is a part who currently have or in the future take possession of Grantor's current or future structures at the property of which the Easement Property is a part will not operate equipment of the type and frequency which will cause measurable interference to Grantee and the wireless telecommunications operation located at the Cell Site. In the event of any such interference, Grantor will cause the party causing the interference to take all steps necessary to correct and eliminate the interference.

(b) Grantor shall, prior to delinquency, pay all real property taxes (both general and special), assessments, or governmental charges levied or assessed against the property of which the Easement Property is a part; provided, however, that Grantee shall be solely liable for, and shall pay, within thirty (30) days of receipt of documentation therefor from Grantor, all real property taxes (both general and special), assessments or governmental charges levied or assessed against, or measured by the value of, Grantee's equipment or fixtures at the Cell Site.

7. Indemnification and Release.

(a) Grantee agrees to defend, indemnify and hold Grantor, its successors and assigns, officers, employees, partners and agents, harmless from, of, for and against any and all liabilities, claims, damages, costs, demands, obligations, losses, expenses, including reasonable attorneys' fees and court costs, and causes of action resulting from, arising out of

or relating in any manner to: (i) the use, installation, construction, maintenance, replacement, operation, and repair of the Easement Property by Grantee and its guests, invitees, agents and employees, (ii) any equipment, lines, facilities or other property placed or maintained on the Easement Property by or for Grantee, (iii) any operations or activities of Grantee or its guests, invitees, agents and employees which may result in damage or loss to other property, real and personal, including, without limitation, under- and above-ground utilities and facilities, owned or used by Grantor located near or adjacent to the Easement Property, (iv) any violation or alleged violation by the facilities at the Cell Site of any covenant, condition or restriction affecting the Easement Property, (v) any breach by Grantee of its covenants or agreements under this Agreement and (vi) personal injury or property damage incurred because of Grantee's use or activities on the Easement Property. The parties hereto acknowledge that Grantor is acquiring the property of which the Easement Property is a part (the "Sale Property") with the Cell Site already in place and operating. Prior to the date of this Agreement, Grantee represents and warrants that Grantee has operated and maintained the Cell Site without material interference to the owners of the Sale Property. Thus, notwithstanding the foregoing, the indemnification obligations described above shall not extend to any lawful activities conducted at the Cell Site or in the Access Area which are consistent with Grantee's rights in Section 1 and elsewhere under this Agreement. Furthermore, this indemnity shall not extend to any liabilities, claims or damages as may be fully or partially caused by the acts of Grantor, or its guests, invitees, agents and employees. The provisions of this Section 6 shall survive termination of the Easement granted hereunder and any assignment of any rights granted Grantee hereunder.

(b) Grantor agrees to defend, indemnify and hold Grantee, its successors and assigns, officers, employees, partners and agents, harmless from, of, for and against any and all liabilities, claims, damages, costs, demands, obligations, losses, expenses, including reasonable attorneys' fees and court costs and causes of action resulting from, arising out of or relating in any manner to loss arising from personal injury or property damage incurred because of Grantor's use or activities on the Easement Property, except for such liabilities, claims or damages as may be fully or partially caused by the acts of Grantee, or its guests, invitees, agents and employees.

8. Taxes. Grantee agrees to pay prior to delinquency all or any portion of personal property taxes which may be assessed upon the Easement Property which are levied or assessed against or measured by the value of Grantee's equipment at the Cell Site or resulting from Grantee's use thereof.

9. Eminent Domain. If the whole of the Easement Property, or such portion thereof as will make it unusable for Grantee's use, be condemned by any legally constituted authority for any public use or purpose, then this Easement shall terminate from the date when possession thereof is taken by public authorities. Such termination, however, shall be without prejudice to the right of either Grantor or Grantee to recover from the condemnor compensation for damage caused by such condemnation.

10. Insurance. Grantor and Grantee and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to

the extent they are covered by insurance, and they waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Each party represents that its insurance policy includes, or it shall obtain an endorsement agreeing to this waiver of subrogation. Grantee shall maintain in full force and effect, at its own expense, comprehensive general liability insurance naming Grantor as an additional insured against claims for bodily injury, death or property damage in amounts not less than \$1,000,000.00 in the aggregate. Grantee shall provide Grantor a certificate evidencing the insurance coverage required by this paragraph. Said policy of insurance or certificate thereof shall include a provision that such policy shall not be canceled without at least thirty (30) days prior written notice to Grantor.

11. Assignment and Subletting. Grantee may assign all of its rights, duties and obligations under this Agreement, or sublet all or any portion of the Easement: (i) to any entity controlled by, controlling, or under common control with Southwestco Wireless, L.P., Southwestco Wireless, Inc., Bell Atlantic Corporation, NYNEX Corporation, Celco Partnership or Bell Atlantic NYNEX Mobile, Inc.; (d) to any other entity now or in the future listed in the "Bell Atlantic" or "NYNEX" corporate directories; (iii) to any entity which acquires all or substantially all of Grantee's assets in Phoenix, Arizona by reason of a merger, acquisition or other business reorganization; provided, however, that no such assignment or subletting shall relieve Grantee of any of its obligations or duties under this Agreement unless Grantor agrees otherwise in writing. Any other assignment, leasing, subletting, licensing or other use of all or any portion of the Easement Property by a third party under this Agreement shall be subject to the prior written consent of Grantor.

12. Default. In the event either party breaches any of the terms, conditions or agreements herein contained and such breach is not cured to the reasonable satisfaction of the non-breaching party within ninety (90) days after receipt of written notification thereof, the non-breaching party shall have the right to seek damages, specific performance and injunctive relief hereunder, but hereby waive the right to terminate this Agreement.

13. Fees and Costs. If either party to this Agreement shall institute suit against the other to enforce its rights under this Agreement or to seek damages by reason of a breach of this Agreement and obtain a valid judgment against the other, the prevailing party shall be entitled to receive all its costs and attorneys' fees incurred, such attorneys' fees to be fixed by the judge of the court of the applicable jurisdiction sitting without a jury.

14. Easement Appurtenant and Covenants Running with the Land. Grantor and Grantee agree that this grant of Easement and the covenants, restrictive covenants, agreements and obligations in this Agreement are covenants running with the land and easements appurtenant to the land and, subject to the terms hereof, are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

15. Integration. This Agreement is an integrated agreement and hereby expresses the complete agreement and understanding with respect to the subject matter herein. Any and all prior or contemporaneous oral agreements or prior written agreements regarding the subject matter hereof are merged herein and hereby extinguished.

16. No Dedication. The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any rights in the general public.

17. Time of Essence. Time is of the essence of this Agreement.

18. Arizona Law. This Agreement shall be governed by the State of Arizona.

19. Notices. Any notice, demand, request, consent, approval or other communication which any party is required to or desires to give or make to the other party shall be in writing and it shall be given by facsimile transmission, delivery in person or by postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to Grantor: E&H Smith Limited Partnership
P.O. Box 32597
Phoenix, Arizona 85064-2597
Attention: Evelyn or Ken Smith
Telephone: (602) 508-9889
Telecopy: (602) 508-9447

With a copy to: Brown & Bain, P.A.
2901 North Central Avenue
Phoenix, Arizona 85012
Attention: Kyle B. Hettinger
Telephone: (602) 351-8000
Telecopy: (602) 351-8516

If to Grantee: Southwestco Wireless, L.P.
2125 East Adams Street
Phoenix, Arizona 85034
Attention: Embedded Base
Telephone: (602) 302-9882
Telecopy: (602) 302-9802

With a copy to: Grant, Williams, Lake
& Dangerfield, P.C.
302 North First Avenue, 9th Floor
Phoenix, Arizona 85003
Attention: J. Gregory Lake, Esq.
Telephone: (602) 258-1700
Telecopy: (602) 258-6288

20. Sale by Grantor. Grantor shall not be responsible for any matter first occurring or obligation first arising hereunder after conveyance of its interest in and to the Easement Property.

21. Termination. This Agreement shall terminate at such time that the Easement Property has ceased to be used for a wireless telecommunications facility for a period of twelve (12) consecutive calendar months.

IN WITNESS WHEREOF, the parties have set their hands to be effective as of the day and year first above written.

GRANTOR:

E&H SMITH LIMITED PARTNERSHIP, an
Arizona limited partnership

By Evelyn Smith, Trustee
Evelyn Smith, as Trustee of the Survivor's
Trust created under the Herbert and
Evelyn Smith Living Trust under
Agreement dated October 8, 1987

GRANTEE:

SOUTHWESTCO WIRELESS, L.P., a Delaware
limited partnership

BY: SOUTHWESTCO WIRELESS, INC., a
Delaware corporation, managing general
partner

By W. David McCarley
W. David McCarley
Vice President - Network

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of May, 1998, by Evelyn Smith, as Trustee of the Survivor's Trust created under the Herbert and Evelyn Smith Living Trust under Agreement dated October 8, 1987 as general partner of E&H SMITH LIMITED PARTNERSHIP, an Arizona limited partnership, for and on behalf of the of partnership.



Donna Talbott

Notary Public

My Commission Expires:

1-26-2002

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of May, 1998, by W. David McCarley, the Vice President - Network, of SOUTHWESTCO WIRELESS, INC., a Delaware corporation, for and on behalf of the corporation as managing general partner of SOUTHWESTCO WIRELESS, L.P.

Nancy T. Gardiner

Notary Public

My Commission Expires:

3-22-2001



Exhibit A

Exhibit "A-1"

A portion of Tract 'A', LA CELESTA HOMES, according to the plat of record in Book 46 of Maps, Page 46, records of Maricopa County, Arizona, and more particularly described as follows:

Beginning at the Northwest corner of said Tract 'A'; thence South 0° 01' East and along the West line of said Tract 'A', a distance of 230.00 feet; thence South 89° 42' East, a distance of 40.00 feet; thence South 80° 08' 57" East, a distance of 63.89 feet; thence South 89° 42' East, a distance of 158.75 feet; thence North 0° 04' 00" East, a distance of 203.12 feet; thence North 89° 42' 30" West, a distance of 55.50 feet to the TRUE POINT OF BEGINNING of the herein described parcel; thence continuing North 89° 42' 30" West, a distance of 46.00 feet; thence North 0° 17' 30" East, a distance of 22.00 feet; thence South 89° 42' 30" East, a distance of 46.00 feet; thence South 0° 17' 30" West, a distance of 22.00 feet to the TRUE POINT OF BEGINNING.

Exhibit "A-2"

Beginning at the Northwest corner of said Tract 'A'; thence South 0° 01' East and along the West line of said Tract 'A', a distance of 210.00 feet to the TRUE POINT OF BEGINNING of the herein described easement; thence South 89° 42' East, a distance of 20.00 feet; thence South 80° 08' 57" East, a distance of 63.89 feet; thence South 89° 42' East, a distance of 166.73 feet; thence North 0° 04' 00" East, a distance of 171.12 feet; thence North 89° 42' 30" West, a distance of 89.50 feet; thence North 0° 17' 30" East, a distance of 12.00 feet; thence South 89° 42' 30" East, a distance of 101.50 feet; thence South 0° 04' 00" West, a distance of 203.12 feet; thence North 89° 42' West, a distance of 158.75 feet; thence North 80° 08' 57" West, a distance of 63.89 feet; thence North 89° 42' West, a distance of 40.00 feet to a point on the West line of said Tract 'A'; thence North 0° 01' 00" West and along the West line of said Tract 'A', a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

APPENDIX D

Appendix D – 1998 Amended C-O Zoning Approval Letter for Case No. Z-239-78-6, 1978 Original C-O Zoning Approval Letter, and Sections 621.8.B.1 (C-O “Uses”) and 621.B.2 (C-O “Development Standards”, except as restricted by the 1998 Stipulations) of the Pre-1986 C-O Zoning District

Beginning on Following Page



City of Phoenix

PLANNING DEPARTMENT

April 3, 1998

Foster G. Mori Family LLC
2111 E. Highland, Suite 355
Phoenix, AZ 85016

Winner of the
Carl Bertelsmann
Prize.



Dear Applicant:

RE: Rezoning Application No. 239-78-6 - East side of 32nd Street, approximately 112 feet south of Mariposa Street (approximately 1.75 acres).

Please be advised that the Phoenix City Council, in accordance with the provisions of Section 506.B.1 of the Zoning Ordinance, has on April 1, 1998, concurred with the recommendation of the Planning Hearing Officer and recommended approval of deletion of stipulations requiring 1) general conformance to the approved site plan; 2) retention of the existing building, subject to stipulations.

STIPULATIONS:

1. That before any demolition or reconstruction of the existing building, a security fence must be constructed to prevent access to the property during demolition or reconstruction and/or when the property is vacant after demolition pending construction. The security fencing will have a locked pedestrian gate so that the homeowners can maintain pedestrian access to 32nd Street across the parcel.
2. That the existing landscaping on the east one-half of the property will be maintained until a new site plan is approved.
3. That any new building proposed for the site shall obtain approval of the La Celeste Homeowner's Association and the Camelback East Village Planning Committee.
4. That the La Celeste Homeowner's Association be notified of Planning Hearing Officer hearings and Development Services Department Site Plan review meetings.
5. That prior to submittal of a new site plan or issuance of a demolition permit, the applicant shall submit for Planning Hearing Officer review of the proposed site plan.

Sincerely,

Mark A. Steele

Principal Planner

RW;law\af:\hearings\pho\rat\239-78-6.w61

c: City Clerk
Zeke Rios
Ben Leonard, Public Transit
Book

Michelle Dodds
Rick Doell, Development Services/Building Safety

~~Case File~~
Martin T. Jones
2701 E. Camelback Road #500
Phoenix, AZ 85016

200 West Washington Street, Phoenix, Arizona 85003 602-262-7131 FAX: 602-495-3793

Recycled Paper



CITY
OF
PHOENIX

PLANNING DEPARTMENT

December 11, 1978

Mr. Foster G. Mori
700 Title and Trust Building
Phoenix, Arizona 85003

Re: Rezoning Application
No. 239-78

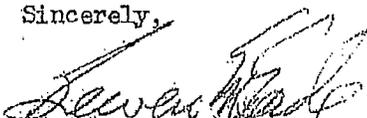
Dear Mr. Mori:

Please be advised that the City Council, in accordance with the provisions of Section 108-D of the Zoning Ordinance, as amended, has on December 4, 1978, concurred in the recommendation of the Planning Commission and approved C-O zoning for Rezoning Application No. 239-78, a parcel on the east side of 32nd Street, beginning approximately 140' south of Mariposa Street, subject to the following stipulations:

1. The development is to be in general conformance with the site plan presented by the applicant.
2. The existing building on the site will be retained.

This application requires site plan approval.

Sincerely,


Berven M. Forde
Assistant Planning Director

imb

cc: Ms. Rosemary Fensler
City Clerk
DCO
File

621 Commercial Office C-O District—Restricted Commercial.

B. **Regulations.** Except as herein provided, the regulations for property zoned C-O pursuant to an application filed prior to January 8, 1986, shall be as follows:

1. Permitted uses.

a. Office for professional use. When the professional use is a medical center, a pharmacy and/or snack bar may be permitted in conjunction therewith; provided, that the center consists of offices, occupied by at least ten doctors. Such snack bar may have accommodations for the concurrent service of ten patrons for the first ten doctors and may accommodate one additional patron for each additional four doctors over ten. In no event shall there be accommodations for the concurrent service of over thirty patrons. The entrance to said pharmacy or snack bar shall be from within the exterior walls of the building only, and no sign or display shall be located so as to be visible from a public thoroughfare or adjacent property.

The dispensing of ophthalmic materials is permitted providing that the entrance shall be from within the exterior walls of the building only, and that no sign or display be located so as to be visible from a public thoroughfare or adjacent property.

Medical office uses include the following, but are not limited to the following, surgi-centers, dialysis centers and urgent care centers, so long as there are no overnight stays. *16

b. Offices wherein administrative, clerical, call centers, paperwork delivery services, or sales services only are rendered; provided, that other than regular office books, records, and papers used in connection with rendering said office service, no commodity or tangible personal property, either by way of inventory or sample, shall be stored, kept, or exhibited in any said office or on the premises wherein the said office is located. *16

c. Offices for the following: banks, building and loan associations, brokerage houses, savings and loan associations, finance companies, title insurance companies, trust companies and safe deposit companies. *16

d. Veterinary offices, subject to a use permit. Such offices shall be so constructed and operated as to prevent objectionable noise and odor outside the walls of the office. There shall be no boarding or keeping of animals except for short periods of observation incidental to care.

e. No accessory uses shall be permitted in this district except the following:

(1) Surface parking. Above- and below-grade parking structures may be permitted subject to development review approval, if required by the City.

(2) Medical and dental laboratories in excess of 3,200 square feet shall be permitted only upon securing a use permit; and provided, that the entrance shall be only from within the interior walls of the building. *15

f. Facilities and storage incidental to a construction project and located on the project site.

g. Cafeteria/restaurant as an accessory use, subject to meeting the following requirements. *16

(1) Minimum gross lot size of five acres and minimum 50,000 square feet of gross leasable office space in the complex. *16

(2) Primary access to the site must be from an arterial street as defined on the Street Classification Map. *16

(3) Use shall be incorporated into an office building as an accessory use and shall not be a stand-alone building. *16

(4) Use shall not exceed a total of 15 percent of the gross leasable area of the total office complex. *16

(5) Sales of alcoholic beverages shall be permitted as an accessory use to the cafeteria/restaurant only upon conformance with the following conditions: +16

(a) Securing a use permit in accordance with the provisions of Section 307. +16

(b) Approval by the Zoning Administrator or the Board of Adjustment of a specific floor plan for the cafeteria/restaurant facility, detailing areas where alcohol may be served. +16

(c) All alcoholic beverages shall be sold and consumed only on the cafeteria/restaurant premises. +16

(6) Outdoor dining and alcoholic beverage consumption subject to the terms of Sections 621.B.1.g.5.a, b and c shall be permitted as accessory uses to the cafeteria/restaurant only upon securing a use permit in accordance with the provisions of Section 307. +16

(7) Signage shall only be permitted as part of an approved comprehensive sign plan pursuant to Section 705. +16

h. Volunteer community blood center qualifying by law as a nonprofit entity, subject to a use permit.

i. In C-O complexes containing common access and parking, with gross leasable area of two hundred thousand square feet or more, limited incidental retail uses including gift shops, flower shops, snack bars, pharmacy, as accessory uses conducted for the convenience of the employees, patients, patrons, or visitors on the premises wholly within a principal building subject to a use permit.

(1) The entrance to said accessory use shall be from within the exterior walls of the building only.

(2) No sign or other external evidence of said accessory use shall be visible from a public thoroughfare or adjacent property.

(3) No individual use described herein shall exceed one thousand square feet of gross leasing area in the complex.

(4) The sum of the gross leasable area of all such establishments shall not exceed one percent of the total areas of the C-O development.

(5) The provisions of (1), (2), (3) or (4) shall not be varied by the Zoning Administrator or the Board of Adjustment.

j. Reserved. -13

k. Schools: business, data processing, insurance, private real estate, stenographic and general curriculum private schools. +1 *16 *17

l. Copying and reproduction center. +3 *13 *17

m. Public utility buildings and facilities when necessary for serving the surrounding territory. Repair and/or storage facilities, including outdoor, subject to a use permit. +4 *13

n. Radio, television broadcasting stations and sound laboratories without live performances. +5 *13 *16

o. Churches or similar places of worship, including parish houses, parsonages, rectories, and convents and dormitories with no more than ten residents accessory thereto, except temporary revival tents or buildings. Athletic activities in conjunction with the above and on the same lot or contiguous lots may be permitted. Bingo may be operated as an accessory use on the premises of the church when conducted no more than two days a week. +11 *13

Fundraising events located on the same lot or contiguous lots shall be permitted, subject to the following requirements: +11

a. The sponsoring, organizing, and benefiting entities shall be nonprofit or religious organizations, and the event shall be in compliance with any applicable provisions of Chapter 30, Solicitations [sic], of the Phoenix City Code: +11

b. Events held entirely within a building or buildings shall not be further regulated; however, events to be conducted wholly or in part outdoors shall be subject to the following additional conditions: +11

(1) All elements of the event shall be a minimum of fifty feet from any residential building. +11

(2) The event shall not be conducted between the hours of 10:00 p.m. and 8:00 a.m. +11

(3) The event shall not be conducted in such a manner as to reduce the number of parking spaces required for any normal functions of the primary use which are held during the event. +11

(4) Lighting shall be so placed as to reflect the light away from adjacent residences. +11

c. Pocket shelters as accessory uses to churches or similar places of worship, subject to the following standards (and applicable Maricopa County and City of Phoenix Health and Safety Regulations): +11

(1) A pocket shelter shall house no more than twelve unrelated persons. A pocket shelter may house up to twenty unrelated persons upon approval of a use permit in accordance with the procedures and standards of Section 307 of this Ordinance. Minors (age eighteen years or younger) accompanied by a parent or a guardian shall not be counted in the number of unrelated persons. +11

(2) The church or similar place of worship shall be located on an arterial or collector street as defined on the street classification map. A shelter at a church or similar place of worship which is not on an arterial or collector street shall be permitted upon approval of a use permit in accordance with the procedures and provisions of Section 307 of this Ordinance. +11

(3) The church or similar place of worship shall provide on-site supervision of shelter residents at all times that two or more unrelated residents are at the shelter. +11

(4) Drug, alcohol, other substance abuse, or mental health rehabilitation programs shall not be allowed as part of the shelter services. This provision shall not prevent the church or similar place of worship from referring shelter residents to other appropriate programs at the church or similar place of worship or elsewhere, e.g. Alcoholics Anonymous, which are not part of the shelter services. +11

(5) Shelter residents shall not possess alcohol, weapons, or illegal drugs at the shelter. +11

(6) Open areas surrounding pocket shelter structures shall be screened from view from abutting and/or adjoining properties by hedges, trees, other landscaping, or walls. +11

(7) Pocket shelter structures shall not have direct access to abutting and/or adjoining properties. +11

(8) Pocket shelters shall be housed in permanent structures rather than in tents or other similar temporary structures. +11

(9) A church or similar place of worship shall house no more than one pocket shelter. +11

p. Schools Fundraising events located on the same lot or contiguous lots shall be permitted, subject to the requirements set forth in Section 621.B.1.p. +11 *12 *13

q. Medical and dental laboratories less than 3,200 square feet; provided, that the entrance shall be only from within the interior walls of the building. +15

2. Yard, area, and height requirements.

a. No lot shall hereafter be subdivided to provide less than six thousand square feet of lot area nor to have a width of less than sixty feet nor a depth of less than ninety-four feet. (See also Section 701.)

b. There shall be a front yard having a depth of not less than twenty feet.

c. There shall be two side yards each having a width of not less than five feet except as provided in Section 701

d. There shall be a rear yard having a depth of not less than fifteen feet which depth may be measured from the centerline of any existing sixteen-foot or wider rear alley or from what would be the centerline of a full sixteen-foot or wider rear alley where only a one-half or partial alley exists.

- e. The buildings on a lot shall not occupy more than fifty percent of the area of the lot.
- f. The height of the buildings shall be regulated as follows:
 - (1) No building shall exceed a height of fifty-six feet.
 - (2) The Planning and Development Director, Commission, or City Council may restrict a building height to less than fifty-six feet.
 - (3) Neither the Zoning Administrator nor the Board of Adjustment shall have jurisdiction to vary this provision.