

**IN RE: PETITIONS FOR SPECIAL EXCEPTION
AND SPECIAL HEARING**

S side of Sulphur Spring Road, 470 feet E
of c/l of Shelbourne Road
Election District
Councilmanic District
(1101 Sulphur Spring Road)

SCI Maryland Funeral Services, Inc.;
Michael L. Deceil, Vice President

Petitioner

T. Mobile, by Liz West

Lessee

* BEFORE THE
* DEPUTY ZONING
* COMMISSIONER
* FOR BALTIMORE COUNTY
*
*
* **CASE NO. 2008-0502-SPHX**

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner for consideration of Petitions for Special Hearing and Special Exception filed by the legal property owner, SCI Maryland Funeral Services, Inc., by Michael L. Deceil, Vice President, and the proposed lessee, T- Mobile, by their agent, Liz West. The Special Hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to approve a request for an amendment to prior zoning Case No. 93-463-SPHXA. The Special Exception is pursuant to Section 426.5 of the B.C.Z.R. to allow a telecommunications facility on property zoned D.R.5.5. The subject property and requested relief are more fully described on the site plan that was marked and accepted into evidence as Petitioner's Exhibit 1A, and the telecommunications compound detail that was marked and accepted into evidence as Petitioner's Exhibit 1B.

Appearing at the requisite public hearing in support of the Special Hearing and Special Exception requests was Liz West on behalf of Petitioner T-Mobile. Sean Hughes, Esquire, represented Petitioner. Also appearing in support of the requested relief was Michael McGarity with Daft McCune Walker, Inc., the engineering firm that prepared the site plan, and Amrish

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Garg, Petitioner's radio frequency engineer. Appearing as interested citizens were Dean Kasian of 5601 Chelwynd Road and President of the Huntsmoor Park Community Organization, Darrin Williams and Donna Speights of 1102 Sulphur Spring Road, and Dorothy Briscoe of 1108 Sulphur Spring Road.

Testimony and evidence offered revealed that the subject property is irregular-shaped and consists of approximately 65 acres zoned D.R.5.5 and D.R.10.5. The property is located on the southeast side of Sulphur Spring Road, north of Interstate 95, in the Halethorpe area of Baltimore County. The existing site operates as a cemetery. As shown on the site plan, Petitioner desires to provide enhanced wireless services to its customers in the area by erecting a 110 foot monopole tower as well as a telecommunications facility on the subject property. In so doing, Petitioner is also requesting an amendment to prior zoning Case No. 93-463-SPHXA to approve the instant site plan. The proposed telecommunications facility would be located on the west side of the property with access from Sulphur Spring Road. This proposed area for the facility is zoned D.R.5.5. As also shown on the compound detail (Petitioner's Exhibit 1B), the facility would consist of an area approximately 50 feet by 50 feet, with a 10 foot by 20 foot concrete pad for the equipment cabinets.

In support of the instant zoning requests, Petitioner called Liz West as a witness. Ms. West is a Senior Planner with Network Building and Consulting in Hanover, MD. Her company acts as an agent for T-Mobile in facilitating development projects and telecommunications installations. A copy of Ms. West's resume was marked and accepted into evidence as Petitioner's Exhibit 3. Ms. West was offered and accepted as an expert in planning, land use, and interpretation of the Baltimore County Zoning Regulations. Ms. West discussed the details regarding the proposed monopole and compound. She explained that the facility would be located in a remote, elevated

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area of the cemetery. As shown on the aerial photographs that were marked and accepted into evidence as Petitioner's Exhibits 4A and 4B, the facility would not be far from Sulphur Spring Road, but would be bordered by lush forested areas and trees to the west. The compound itself would consist of three cabinets constructed on the concrete pad for T-Mobile wireless equipment, as well as equipment for other carriers. The cabinets would be approximately 5½ feet high by 3½ feet wide by 2½ feet deep. The monopole would have interior antennae with a capacity for four potential carrier slots. The top two slots would be reserved for T-Mobile equipment, with the other two reserved for potential future carriers. Ms. West then introduced photographs of the site that were marked and accepted into evidence as Petitioner's Exhibits 5A through 5N. These photographs show the cemetery grounds and some of the church buildings including the existing mausoleum buildings near the proposed location of the facility. These photographs also show a very remote, topographically diverse area surrounded by wooded areas and trees.

Ms. West then discussed her company's review of potential alternative locations or co-locating its antennae on existing structures, but without success. She explained that they looked into working with the University of Maryland, Baltimore County (UMBC), but were turned down; they looked at potential elementary and middle school locations nearby, but were also turned down; and also looked at property owned by the state but were again turned down. With that backdrop, they concluded there was no other alternative but to build a new facility. She also indicated that in deciding where to build, several factors are taken into account, including a desire to locate in wooded areas away from existing residential areas, and ground elevations which dictate the location and height needed for a pole.

In order to demonstrate the potential impact of the proposed telecommunications facility on the community, Ms. West submitted photo simulations, which were marked and accepted into

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evidence as Petitioner's Exhibits 7 through 7F. The simulations include a map of the surrounding area with red dot points, and photographs taken from those red dot locations in the direction of the proposed pole location, with the size and shape of the proposed pole superimposed on the photographs from the various distances. This gives the viewer a firsthand look at how visible the pole would be from the particular locations. As seen in the photographs, although the pole is visible from all these locations, the view certainly could not be characterized as unreasonably obtrusive. In addition, the proposal to have a unipole look with interior antenna slots would likely make the pole even less conspicuous.

Petitioner also took its request for a new telecommunications facility to the County's Tower Review Committee (TRC). Petitioner initially made application for a 103 foot monopole. After a number of discussions with the TRC, especially concerning the recommendation that the pole have the capacity to support two additional wireless service providers in addition to T-Mobile, Petitioner requested to raise the structure for a total height of 110 feet, which would allow T-Mobile to occupy the top two slots, and would enable other carriers to occupy the two additional slots. After reviewing the relevant information, the TRC unanimously recommended that a 110 foot disguised monopole (unipole) would meet all the requirements of Section 426 of the B.C.Z.R. A copy of the April 22, 2008 Interoffice Correspondence from the TRC recommending approval was marked and accepted into evidence as Petitioner's Exhibit 8. As to disguising the pole, Ms. West indicated the pole could easily be made to look similar to a flagpole. Marked and accepted into evidence as Petitioner's Exhibits 9, 10A and 10B were photographs of monopole structures that were made to resemble flagpoles. Petitioner's Exhibit 9 shows a white colored cell tower approximately 120 feet high located behind the scoreboard of the athletic field at St. Johns High School in Washington, D.C. Hanging from the tower is the American flag. Petitioner's Exhibits

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10A and 10B are cell towers approximately 150 feet high located in Howard County, also with the American flag. Ms. West indicated the same type of disguising could be done in the instant matter.

As to the criteria set forth in Section 502.1 of the B.C.Z.R. concerning special exceptions, Ms. West opined that the proposed telecommunications facility would not be detrimental to the health, safety, and general welfare of the locale. The facility would generally be unmanned, would be of low voltage, and the compound would be locked at all times. There would be no traffic impacts as maintenance at the facility would be performed by a trained technician only one time per month. There would be no impact on public services or facilities, nor would there be any detrimental impacts on the other 502.1 criteria. This facility would not be inconsistent with the property's zoning classification or inconsistent with the spirit and intent of the zoning regulations. In accordance with Section 426 of the B.C.Z.R., Petitioner would also provide certifications every five years that the structure meets all relevant building codes for safety. Petitioner is also willing to affix the pole with the American flag and to provide light on the pole to allow for constant flying of the flag.

Testifying in support of the need for the enhanced wireless service and, hence the request for the telecommunications facility, was Amrish Garg. Mr. Garg is a radio frequency engineer employed with T-Mobile. Mr. Garg obtained a Bachelor's degree in engineering from India in 1994 focusing on electronics and communications. He has been employed in that field for 12 years. He has worked on approximately 3,000 sites internationally and in the United States. A copy of his resume was marked and accepted into evidence as Petitioner's Exhibit 11. He was offered and accepted as an expert in radio frequency engineering.

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Mr. Garg introduced a computer generated propagation map showing the existing on air coverage without the proposed telecommunications facility, marked and accepted into evidence as Petitioner's Exhibit 12. He also submitted a similar map taking into account the predicted signal strength with the proposed tower at the subject location, marked and accepted into evidence as Petitioner's Exhibit 13. As shown on these exhibits, the color green indicates where the signal strength is sufficient indoors to have continuous communication and properly hand off to the next cell tower. In addition, the yellow areas indicated sufficient in-vehicle coverage. Mr. Garg then noted the lack of coverage in the subject area as indicated by white where callers would likely experience dropped calls. He indicated that presently, the existing coverage in the area is not very good, with much of the major roads and residential areas having deficient coverage. He also determined that adding the aforementioned facility would increase the overall coverage and provide the needed indoor and in-vehicle coverage as depicted in Petitioner's Exhibit 13. It would also allow for enhanced 911 services, enabling the system to potentially triangulate the location of an emergency call.

Following Petitioner's presentation, several interested citizens testified as well. Dean Kasian, President of the Huntsmoor Park Community Organization, testified that following the initial designs of the tower with antennae on the exterior of the pole, his organization opposed the facility; however, after seeing changes in the design and meeting with Petitioner prior to the hearing, he believes the new design with the antennae located inside the pole, and with the pole made to resemble a flag pole -- and to in fact have an American flag hanging from the pole -- is acceptable. Mr. Kasian submitted an email dated June 17, 2008 from him to T-Mobile's attorney, Mr. Hughes. This email was marked and accepted into evidence as Community Exhibit 1 and indicates that Huntsmoor Park Community Organization does not object to the proposed 110 foot

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"flagpole" cell tower design provided it include an American flag. Also testifying was Dorothy Briscoe. Ms. Briscoe stated her opposition to the proposed telecommunications facility, expressing concerns over the visual appearance of the cell tower, as well as safety issues with the pole.

The Zoning Advisory Committee (ZAC) comments were received and are contained within the case file. Comments were received from the Office of Planning dated May 8, 2008 which indicates that in order to improve the appearance of the proposed monopole tower and also to reduce its visibility, the tower should be painted a suitable color. It is recommended that the tower be painted a brownish color that matches, to the extent possible, the color of the tree bark on the existing trees in the adjacent wooded area.

Turning first to the petition for Special Exception, I am persuaded that Petitioner has met its burden, and that the request meets all of the customary special exception criteria contained in Section 502.1 of the B.C.Z.R. Petitioner presented uncontroverted testimony that there is a need for wireless coverage in the area, that there were no other viable alternative locations or opportunities to co-locate their antennae, that the antennae would be mounted inside the pole and could be made to resemble a flag pole, and that the proposed telecommunications facility would have no detrimental impacts on the health, safety and general welfare of the surrounding community. Indeed, given the remote location of the proposed facility and its proximity to vegetation and trees, and the topography of the land, the subject property appears to present the least invasive location for the facility -- one that will have less of an impact on the community visually and aesthetically.

Turning now to the Special Hearing request, I am persuaded by the testimony and evidence presented that this relief should also be granted. The prior case involving this property was Case

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No. 93-463-SPHXA. That case involved petitions for special hearing, special exception and variance and requested relief to establish a nonconforming use for a cemetery, a determination that Residential Transition Areas do not apply to the site, and to operate a cemetery in a portion of the site zoned D.R.5.5. The petitions were granted on August 13, 1993. In the instant matter, Petitioner is requesting an amendment of that previously approved site plan in order to gain approval of the site plan that includes the new telecommunications facility. In granting approval of the aforementioned telecommunications facility, it necessarily flows that I would grant an amendment of the previously approved site plan to reflect this latest change in the use on the property.

Pursuant to the advertisement, posting of the property, and public hearing on these Petitions held, and after considering the testimony and evidence offered by Petitioner, I find that Petitioner's requests for special exception and special hearing should be granted with conditions.

THEREFORE, IT IS ORDERED this 15 day of August, 2008 by the Deputy Zoning Commissioner, that Petitioner's request for Special Exception pursuant to Section 426.5 of the Baltimore County Zoning Regulations (B.C.Z.R.) to allow a telecommunications facility on property zoned DR 5.5 be and is hereby GRANTED; and

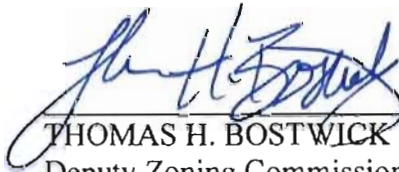
IT IS FURTHER ORDERED that the Special Hearing request filed pursuant to Section 500.7 of the B.C.Z.R. to approve a request for an amendment to prior zoning Case No. 93-463-SPHXA be and is hereby GRANTED, subject to the following restrictions which are conditions precedent to the relief granted herein:

1. Petitioner may apply for its building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at its own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

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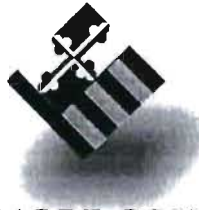
2. The monopole tower shall be erected to resemble a flagpole, with interior antenna slots and a color consistent with that of a flagpole (possibly white or gray?). It shall fly an American flag of a suitable size and Petitioner shall either make arrangements for the flag to be taken down daily or for the flag to be permanently lit so that it may fly at all times.
3. Petitioner shall in all other respects comply with the requirements of Section 426 of the B.C.Z.R.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.


THOMAS H. BOSTWICK
Deputy Zoning Commissioner
for Baltimore County

THB:pz

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8-1-08
BY 



BALTIMORE COUNTY

M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

THOMAS H. BOSTWICK
Deputy Zoning Commissioner

August 1, 2008

SEAN HUGHES, ESQUIRE
DONOHUE & BLUE
801 NORTH FAIRFAX STREET #209
ALEXANDRIA VA 22314

Re: Petition for Special Hearing and Special Exception
Case No. 2008-502-SPHX
Property: 1101 Sulphur Spring Road

Dear Mr. Hughes:

Enclosed please find the decision rendered in the above-captioned case.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "Th H Bostwick".

THOMAS H. BOSTWICK
Deputy Zoning Commissioner
for Baltimore County

THB:pz
Enclosure

- c: Liz West and Amrish Garg, T-Mobile, 12050 Baltimore Avenue, Beltsville MD 20705
Michael McGarity, Draft McCune Walker, Inc., 200 East Pennsylvania Avenue, Towson MD 21286
Michael Deceil, Vice President, SCI Maryland Funeral Services, Inc., PO Box 130508, Houston TX 77219
Dean Kasian, President of the Huntmoor Park Community Organization, 5601 Chelwynd Road, Baltimore MD 21227
Darrin Williams and Donna Speights, 1102 Sulphur Spring Road, Baltimore MD 21227
Dorothy Briscoe, 1108 Sulphur Spring Road, Baltimore MD 21227



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 1101 Sulphur Spring Rd
which is presently zoned DRS-5

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

petition request for Special Hearing to amend
zoning case no 93-463-SPHXA

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

T-Mobile
Name - Type or Print
[Signature]
Signature
12050 Baltimore Ave
Address
Beltsville MD 20705
City State Zip Code

Attorney For Petitioner:

Sean Hughes
Name - Type or Print
[Signature]
Signature
Donohue & Blue
Company
801 N. Fairfax St. #209
Address
Alexandria VA 22314
City State Zip Code

703.906.0184

Legal Owner(s):

SCI Maryland Funeral Services Inc
Name - Type or Print
[Signature]
Signature
Michael L. Decei, Vice President
Name - Type or Print
[Signature]
Signature
PO Box 130508
Address
Houston Tx 77219
City State Zip Code

Representative to be Contacted: 740.475.9967
Liz West or Matt Chaney 443.995.3498
Name
12050 Baltimore Ave
Address
Beltsville, MD 20705
City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By [Signature] Date 4-24-08

Case No. 2008-0502 SPHX

REV 9/15/98

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[Signature]



Petition for Special Exception

to the Zoning Commissioner of Baltimore County for the property
located at 1101 SULPHUR SPRING ROAD
which is presently zoned DR 5.5

Deed Reference: 12609/130 Tax Account # 1700001993

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Exception under the Zoning Regulations of Baltimore County, to use the herein described property for

a telecommunications facility on property
zoned DR 5.5

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Exception, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

Liz West for T-Mobile
Name - Type or Print
Liz West
Signature
12050 Baltimore Ave 443.9953498
Address Telephone No.
Beltville MD 20705
City State Zip Code

Attorney For Petitioner:

Sean P Hughes
Name - Type or Print
Sean P Hughes
Signature
Dee + Blue
Company
801 N. Fairfax St #209 703 906 0184
Address Telephone No.
Alexandria VA 22314
City State Zip Code

Legal Owner(s):

SCI Maryland Funeral Services Inc.
Name - Type or Print
Michael L. Deceif
Signature
Michael L. Deceif, Vice President
Name - Type or Print
P.O. Box 130548
Address Telephone No.
Houston TX 77219
City State Zip Code

Representative to be Contacted:

Liz West 443 995 3498
Name
12050 Baltimore Ave
Address Telephone No.
Beltville MD 20705
City State Zip Code

Case No. 2008-0502-SPHX

REV 07/27/2007

OFFICE USE ONLY
ESTIMATED LENGTH OF HEARING _____
UNAVAILABLE FOR HEARING _____

Reviewed By JM Date 4.24.08

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Description
To Accompany Petition
For A Special Exception and Special Hearing
Sulphur Spring Road
Baltimore County, Maryland

Beginning for the same at a point situate in the center of Sulphur Spring Road, said point being distant 470 feet more or less, from the intersection formed by the centerline of Sulphur Spring Road and the centerline of Shelbourne Road, thence leaving said point of beginning, referring all courses of this description to the Maryland Coordinate System (NAD '83), the eighteen following courses and distances: (1) South 47 degrees 44 minutes 26 seconds East 2588.31, thence (2) South 88 degrees 55 minutes 03 seconds West 155.17 feet, thence (3) North 88 degrees 52 minutes 57 seconds West 410.50 feet, thence (4) Northwesterly by a line curving to the right, having a radius of 1044.00 feet, for a distance of 256.11 feet (the arc of said curve being subtended by a chord bearing North 81 degrees 51 minutes 17 seconds West 255.47 feet, thence (5) North 74 degrees 49 minutes 37 seconds West 1007.38 feet, thence (6) North 81 degrees 14 minutes 37 seconds West 65.21 feet, thence (7) South 08 degrees 45 minutes 23 seconds West 136.38 feet, thence (8) Southwesterly by a line curving to the left, having a radius of 750.00 feet for a distance of 422.88 feet (the arc of said curve being subtended by a chord bearing South 73 degrees 27 minutes 13 seconds West 417.30 feet), thence (9) South 57 degrees 18 minutes 03 seconds West 329.23 feet, thence (10) North 14 degrees 46 minutes 20 seconds West 728.42 feet, thence (11) North 81 degrees 31 minutes 20 seconds West

569.31 feet, thence (12) North 05 degrees 40 minutes 39 seconds East 172.60 feet, thence (13) Northeasterly by a line curving to the right, having a radius of 1150.00 feet, for a distance of 214.16 feet (the arc of said curve being subtended by a chord bearing North 11 degrees 00 minutes 45 seconds East 213.85 feet), thence (14) North 16 degrees 20 minutes 51 seconds East 225.79 feet, thence (15) Northeasterly by a line curving to the right, having a radius of 290.00 feet, for a distance of 289.00 feet (the arc of said curve being subtended by a chord bearing North 44 degrees 53 minutes 49 seconds East 277.19 feet), thence (16) North 73 degrees 26 minutes 47 seconds East 578.86 feet, thence (17) Northeasterly by a line curving to the right, having a radius of 1000.00 feet, for a distance of 86.45 feet (the arc of said curve being subtended by a chord bearing North 75 degrees 55 minutes 23 seconds East 86.42 feet), and thence (18) North 78 degrees 23 minutes 59 seconds East 439.34 feet to the point of beginning; containing 72.302 acres of land, more or less.

THIS DESCRIPTION HAS BEEN PREPARED FOR ZONING PURPOSES ONLY
AND IS NOT INTENDED TO BE USED FOR CONVEYANCE.

August 27, 2007

Project No. 07010 (L07010)



Michael D. Martin
8/27/07

**DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property that is the subject of an upcoming zoning hearing. For those petitions that require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 0502

Petitioner: SCI Maryland Funeral Services, Inc + T-Mobile

Address or Location: ~~1101 Sulphur Spring Rd.~~
Arbutus, MD 21227

Please Forward Advertising Bill to:

Name: Liz West

Address: 12050 Baltimore Ave.

Beltsville, MD 20705

Telephone: 443-995-3498

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS RECEIPT

No. 14041

Date:

4.24.00

PAID RECEIPT

BUSINESS ACTUAL TIME (MM
4/24/2000 4/24/2000 10:24:35

ADD: BAL WALKER JRIC JAR
>>RECEIPT # 372077 4/24/2000 06PM

Fund	Agcy	Orgn	Sub Orgn	Rev Source	Sub Rev	Rept Catg	BS Acct	Amount
001	006			6150				705. -

Dept: 5 520 ZONING VERIFICATION
014041

Recpt Tot \$705.00
\$705.00 CN \$0.00 CA
Baltimore County, Maryland

Total: 705. -

Rec
From:

T. MOBILE

For:

0502

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

CASHIER'S
VALIDATION

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #2008-0502-SPHX

1101 Sulphur Spring Road,

S/side of Sulphur Spring Road, 470 feet east of centerline of Shelbourne Road

13th Election District - 1st Councilmanic District

Legal Owner(s): SCI Maryland Federal Services, Inc.

Contract Purchaser: T-Mobile

Special Hearing: to approve request for amendment to zoning case 93-463-SPHXA. **Special Exception:** for a telecommunications facility on property zoned D.R.5.5.

Hearing: Wednesday, June 18, 2008 at 10:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204.

WILLIAM J. WISEMAN, III

Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-3868.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT 6/11 June 3

174911

CERTIFICATE OF PUBLICATION

6/5/ 2008

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 6/3/ 2008.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

S. Wilkinson

LEGAL ADVERTISING

Certificate of Posting

RE: Case NO. 2008-0502-SPHX

Petitioner/Developer _____

Liz West, T-Mobile

Date of Hearing/Closing 6/18/08

Baltimore County
Department of Permits and Development Managements
County Office Building – Room 111
111 W. Chesapeake Ave.
Towson, Md. 21204

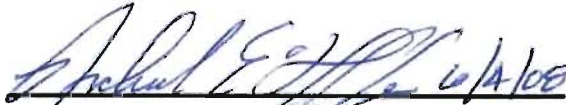
Attention:

This letter is to certify, under penalties of perjury, that the necessary sign(s) as required by law, were posted conspicuously on the property located at _____

1101 Sulphur Spring Road

The sign(s) were posted on 6/4/08
(Month, Day, Year)

Sincerely,


(Signature of sign Poster and date)

Richard E. Hoffman
(Printed Name)

904 Dellwood Drive
(Address)

Fallston, Md. 21047
(City, State, Zip Code)

410-879-3122
(Telephone Number)

See Attached
Photograph

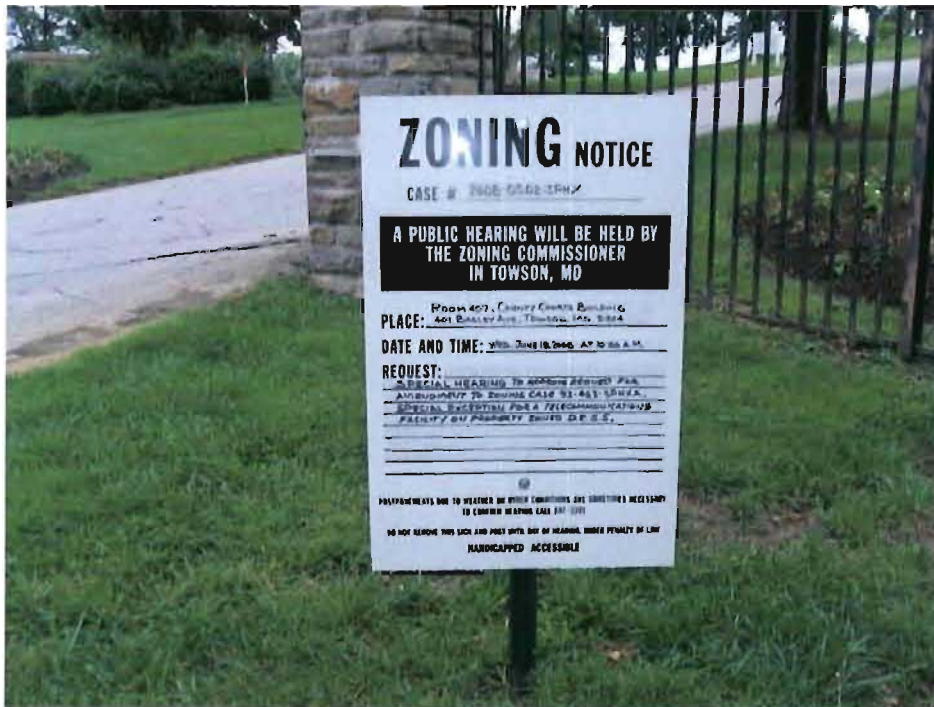
Certificate of Posting
Photograph Attachment

Re: 2008-0502-SPHX

Petitioner/Developer: _____

Liz West, T-Mobile

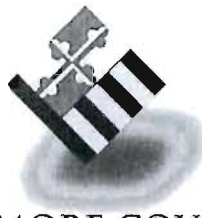
Date of Hearing/Closing: 6/18/08



1101 Sulphur Spring Road

Posting Date: 6/4/08

Richard E. Hoffman



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

May 13, 2008
TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2008-0502-SPHX

1101 Sulphur Spring Road

S/side of Sulphur Spring Road, 470 feet east of centerline of Shelbourne Road

13th Election District – 1st Councilmanic District

Legal Owners: SCI Maryland Funeral Services, Inc.

Contract Purchaser: T-Mobile

Special Hearing to approve request for amendment to zoning case 93-463-SPHXA. Special Exception for a telecommunications facility on property zoned D.R. 5.5.

Hearing: Wednesday, June 18, 2008 at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204

Timothy Kotroco
Director

TK:klm

C: Sean Hughes, Donohue & Blue, 801 N. Fairfax Street, #209, Alexandria VA 22314
Michael Deceil, SCI MD Funeral Services, P.O. Box 130508, Houston TX 77219
Liz West, T-Mobile, 12050 Baltimore Avenue, Beltsville 20705

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, JUNE 3, 2008.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Tuesday, June 3, 2008 Issue - Jeffersonian

Please forward billing to:

Liz West
12050 Baltimore Avenue
Beltsville, MD 20705

443-995-3498

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2008-0502-SPHX

1101 Sulphur Spring Road

S/side of Sulphur Spring Road, 470 feet east of centerline of Shelbourne Road

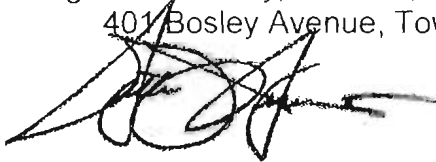
13th Election District – 1st Councilmanic District

Legal Owners: SCI Maryland Funeral Services, Inc.

Contract Purchaser: T-Mobile

Special Hearing to approve request for amendment to zoning case 93-463-SPHXA. Special Exception for a telecommunications facility on property zoned D.R. 5.5.

Hearing: Wednesday, June 18, 2008 at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204



WILLIAM J. WISEMAN III
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive
Sean Hughes
Donohue & Blue
801 N. Fairfax St.
Alexandria, VA 22314

TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management
June 11, 2008

Dear: Sean Hughes

RE: Case Number 2008-0502-SPHX, Address: 1101 Sulphur Spring Rd.

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 24, 2008. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:lnw

Enclosures

c: People's Counsel
Michael L. Deceil: SCI Maryland Funeral Service, P.O. Box 130508, Houston, TX 77219
Liz West & Matt Chaney, 12050 Baltimore Ave., Beltsville, MD 20705
T-Mobile, 12050 Baltimore Ave., Beltsville, MD 20705

TB 418
9am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: May 8, 2008

FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

RECEIVED
MAY 12 2008

SUBJECT: 1101 Sulphur Spring Road

INFORMATION:

BY:.....

Item Number: 8-502

Petitioner: SCI Maryland Funeral Services Inc.

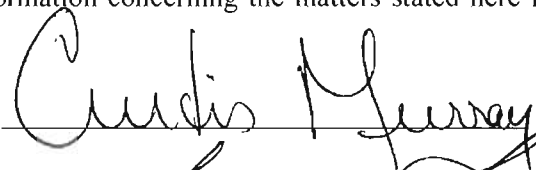
Zoning: DR 5.5

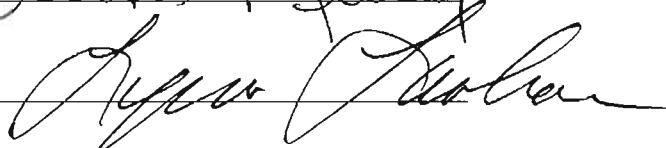
Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

The Office of Planning has reviewed the petitioner's request and offers the following comment. In order to improve the appearance of the proposed monopole tower and also to reduce its visibility, the tower should be painted a suitable color. It is recommend that the tower be painted a brownish color that matches, to the extent possible, the color of the tree bark on the existing trees in the adjacent wooded area.

For further information concerning the matters stated here in, please contact Dennis Wertz at 410-887-3480.

Reviewed by: 

Division Chief: 
AFK/LL: CM

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits &
Development Management

DATE: May 1, 2008

FROM: ^{DAK} Dennis A. Kennedy, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For May 5, 2008
Item Nos. 08-489, 490, 491, 492, 493,
494, 495, 496, 497, 498, 499, 500, 501,
502, and 503.

The Bureau of Development Plans Review has reviewed the subject-zoning items, and we have no comments.

DAK:CEN:lrk

cc: File

ZAC-5012008-NO COMMENTS



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

State Highway
Administration

John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: APRIL 30, 2008

Ms. Kristen Matthews
Baltimore County Office Of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 8-502-SPHX
1101 SULPHUR SPRING RD
SCI MARYLAND FUNERAL SERVICES
SPECIAL HEARING
SPECIAL EXCEPTION

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 8-502-SPHX.

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

For Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
AND SPECIAL EXCEPTION		
1101 Sulphur Spring Road; S/S Sulphur	*	ZONING COMMISSIONER
Spring Road, 470' E c/line of Shelbourne Rd		
13 th Election & 1 st Councilmanic Districts	*	FOR
Legal Owners: SCI Maryland Funeral Services		
Contract Purchaser(s): T. Mobile	*	BALTIMORE COUNTY
Petitioner(s)		
	*	08-502-SPHX

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

MAY - 6 2008
Per.....

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of May, 2008, a copy of the foregoing Entry of Appearance was mailed to Liz West, 12050 Baltimore Avenue, Beltsville, MD 20705 & Sean Hughes, Donohue & Blue, 801 N. Fairfax Street, Suite 209, Alexandria, VA 22314, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

June 23, 2008

RECEIVED
JUN 23 2008

Thomas H. Bostwick, Deputy Zoning Commissioner
Jefferson Building
105 W. Chesapeake Avenue
Towson, MD 21204

BY:.....

RE: Case 8-502- T-Mobile at the Arbutus Memorial Cemetery (BAN 060)
1101 Sulphur Spring Road
Arbutus, MD 21227

Dear Deputy Zoning Commissioner Bostwick,

Pursuant to the hearing on this matter last week please find enclosed the attachment documents from the Baltimore County Tower Review Committee recommendation on this application. As you may recall neither T-Mobile nor the Zoning Commissioner's office had these attachments at the hearings. Per the attached documents and emails T-Mobile requested these items from the Committee's Chair and they kindly passed them on to T-Mobile. We are now providing them to your office and have copied Mr. Kasian from the local community organization.

Should your office have any questions regarding this project please do not hesitate to contact me by phone, 703-549-1123 x101, or by email sean.hughes@donohueblue.com. Thank you.

Sincerely,



Sean Hughes
Zoning Attorney for T-Mobile

Cc: Liz West, T-Mobile
Dean Kasian, President Huntsmoor Park Community Organization

1108 Sulphur Spring Road
Baltimore, Maryland 21227
March 25, 2008

Mr. Richard Bohn, Chief
Tower Review Committee
11112 Gilroy Road, Suite 101
Hunt Valley, Maryland 21031

Re: Proposed 103 foot cell tower at Arbutus Memorial Park

Dear Mr. Bohn:

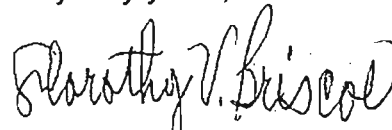
I am writing to state my objections to the location of the above cell tower. I am a resident of the Cowdensville Community. My home is on Sulphur Spring Road across from the Arbutus Memorial Park and north of the proposed cell tower project. Since 1936, the Arbutus Memorial Park has been an asset to the Cowdensville Community and all of the surrounding communities. Arbutus Memorial Park has always been recognized for its serene atmosphere and well maintained grounds.

There are several reasons why I so strenuously object to the proposed tower:

1. The proposed cell tower would change the environment around the mausoleums. The tower enclosed by the six foot board on board fence is an inappropriate structure for this area.
2. The proposed cell tower design and location will have a negative impact on our view of the Memorial Park from the Sulphur Spring Road or main cemetery entrance side as well as from the 7 Garrett Avenue side. After all, I live in this community.
3. As a lot owner in the Arbutus Memorial Park, I strongly object to the proposed cell tower being placed in the cemetery that is the final resting place for my family members and so many other families.

I sincerely hope that you will take my objections under consideration.

Very truly yours,



Dorothy V. Briscoe

MAR 27 2008

DEAN KASIAN, ESQUIRE
5601 CHELWYND ROAD
BALTIMORE, MD 21227
410-242-4171

Admitted in Maryland and D.C.

Via fax 410-887-1882/First Class Mail

March 20, 2008

Mr. Richard Bohn, Chief
Tower Review Committee
11112 Gilroy Road, Suite 101
Hunt Valley, MD 21031

Re: Proposed 103 foot cell tower at Arbutus Memorial Park
1101 Sulphur Spring Road
Arbutus, MD

Dear Mr. Bohn:

I am writing to state my objection to the location and design of the above proposed cell tower. I reside in Huntsmoor at the corner of Chelwynd and Elm Roads which happens to be the precise location of one of the simulation photos taken by Columbia Telecommunications. I would like to thank your office for promptly responding to my request for information relating to this proposal and Mr. Harry Wujek's efforts in communicating with the community. I have had an opportunity to review the documents your office has provided. I object to the proposed 103 foot monopole cell tower for the following reasons:

1. My primary concern is that it is inappropriate to place a cell tower of this magnitude in the serene setting of historic Arbutus Memorial Park. It is my understanding that this cemetery is the oldest African-American memorial park in Baltimore. The proposed cell tower simply does not "fit". This is similar to the objections currently being raised against the proposed cell tower just outside of Antietam National Battlefield.

2. The assumption for this proposal is that the existing tree line and forest at Huntsmoor Park will remain undisturbed which is at this time in doubt. Baltimore County is currently proposing building a community center complex consisting of a recreation center, senior center and library at Huntsmoor Park. Large patches of the forest will be cut to accommodate some 45,000 square feet of building space, 270 parking spaces, stormwater management ponds, sidewalks, outside basketball courts and necessary roadways. It is my understanding that the White Oak (a common tree in that forest) does not like to be "disturbed" and even if not intentionally cut as part of the

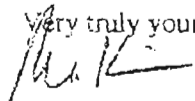
development process is at risk of being wounded and killed. There is a high likelihood that if the County's intense development project goes forward as planned the "cover" provided by this forest will disappear. Thus, the view simulations for any cell tower today may not be representative of what we will see one or two years from now.

3. From my personal standpoint, the proposed cell tower design is aesthetically unpleasing and will damage the Huntismoor neighborhood's rather pleasant view of the horizon and sunsets. Frankly, it will be an eyesore. This eyesore will be magnified if the County's planned community center complex goes forward as planned. I also would add that the simulated views for the historic Cowdensville community, near the cemetery's entrance on Sulphur Spring Road, are even more glaring. However, I would defer to that community's leaders and members to let them offer you their own opinions and positions.

Many of my neighbors share my views. This community currently does not have a formal association but we are in the process of forming one.

In sum, I strongly object to the proposed cell tower being placed in Arbutus Memorial Park. If approval is given, any cell tower should be reduced significantly in height and utilize the least visually offensive design such as a flagpole or tree.

Very truly yours,



Dean Kasian

From: "Dean Kasian" <DKasian@msn.com>
To: <rbohn@baltimorecountymd.gov>
Date: 2/28/2008 11:17 AM
Subject: Tower Review Committee - Web Inquiry for cell tower at 1101 Sulphur Spring Road

Dear Mr. Bohn: I live at 5601 Chelwynd Road off Elm Road. I have just learned today of the proposed cell tower at 1101 Sulphur Spring Road and it has caused me great concern. If possible, please forward to me via email at DKasian@msn.com<mailto:DKasian@msn.com> the application, letter and other documents relating to this application as soon as possible. If you cannot email me this information, I would appreciate you advising what I need to do to get it. It is my understanding that this information is available pursuant to the Maryland Public Information Act. Thank you for your kind cooperation. Very truly yours, Dean Kasian

Arbutus Times

Cell tower proposal unsettling

03/19/08

by Virginia Terhune

Email this story to a friend (

http://news.mywebpal.com/news_tool_v2.cfm?pnpid=805&show=emailnews&newsid=886676)

Residents of Huntsmoor Park in Arbutus most likely will benefit from better cell-phone service if plans go forward for a new telecommunications tower in the area.

But to enjoy that improvement, they may have to live with a 10-story tower blocking views of the horizon. T-Mobile wants to build a 103-foot tower on a hill at the west end of the Arbutus Memorial Park cemetery, off Sulphur Spring Road, according to an application filed with the county.

The site is just north of the wooded, 13-acre tract where the county wants to build a recreation center, senior center and library.

The intent is to expand and improve cell-phone coverage in the high-traffic area east and south of the University of Maryland, Baltimore County, which also could reduce the chances of dropped calls during an emergency and interrupted calls while people are driving, according to T-Mobile.

The monopole would support up to nine panel antennas at a height that would allow other carriers, such as Sprint and Verizon, to also use the tower.

The county's Tower Review Committee talked about the request at a Feb. 26 meeting.

Based in Hunt Valley, the committee reviews the engineering and technical aspects of applications.

Because of the proposed location, T-Mobile also may need a variance from the county zoning commissioner to allow small setback distances.

Pros and cons

Wireless companies rely on towers to relay signals, and some property owners are more than happy to provide land or buildings for them because the lease arrangements generate revenue.

But neighbors sometimes object because towers block views and lack visual appeal unless they're disguised as flagpoles or trees, which might be an option in this case, depending on feedback from communities.

The communities potentially affected are the Highfields at Rolling Road neighborhood to the northwest, Coddensville to the north, Arbour Manor Park to the east and Huntsmoor Park to the south.

Dean Kasian, who lives in Huntsmoor Park, is concerned about the effect of a tower on the cemetery, which he said may be the oldest African-American cemetery in Baltimore County.

"I think 110 feet is inappropriate for the serene setting of this very historic cemetery," said Kasian, who lives close to the intersection of Elm and Chel- wynd roads.

A simulated view from that location shows the southern edge of the cemetery and the tower rising next to and above the trees that currently cover the county-owned parcel slated for the recreation center.

The Tower Review Committee wants more information about the needs of other carriers, design options and the result of drive tests in the area to see if a shorter pole would meet T-Mobile's needs before issuing a recommendation, according to draft minutes of the Feb. 26 meeting.

Schools not an option

T-Mobile said it ruled out building at large school sites because of Senate Bill 379, which would prohibit the use of public school property in Baltimore County for a wireless telecommunications tower.

State Sen. Bobby Zirkin, who represents Owings Mills, Pikesville and part of Timonium, filed the bill after community objections to a proposed 110-foot cell tower at Randallstown High School last year.

The Baltimore County school system would have received \$1,500 a month for at least 20 years for the Randallstown site, according to a contract approved by the school board.

But locating the tower within 50 feet of the gymnasium door and 100 feet of the school entrance had parents worried that students could be injured during an electrical malfunction.

The Senate's Education, Health and Environmental Affairs Committee held a hearing on the bill Feb. 13.

As of March 17, the bill had not been cross-filed in the House, according to the Maryland General Assembly Web site.

For information about the Tower Review Committee, go to

www.baltimorecountymd.gov/Agencies/infotech/tower_review/index.html.

E-mail Virginia Terhune at Virginia_Terhune@patuxent.com (<mailto:vterhune@patuxent.com>)

CASE NAME _____
CASE NUMBER 08-0502-JHX
DATE 6-18-08

[illegible]

CASE NAME _____
CASE NUMBER 08-0562-SPHX
DATE 6-18-08

[illegible]

Case No.: 2008-0502-SPHX

Exhibit Sheet

Petitioner/Developer

Community
~~Protestant~~

No. 1 A+B	site plan and blow-up of tele com facility	letter from Huntmon Park Com. Org. approving tower
No. 2	Mr. McCarthy's resume	
No. 3	Mr. West's resume	
No. 4 A+B	Serial Photographs	
No. 5 A-N	photos of proposed site	
No. 6	Map showing nearby existing cell towers + proposed site	
No. 7 A-F	- Map show photo-simulation areas - photos of areas taken for photo-sim	
No. 8	recommendation of Tower Review Committee	
No. 9	Recommendation from the cell tower as flag pole	
No. 10 A+B	cell tower as flag pole in Howard County	
No. 11	Mr. Garg's resume	
No. 12	Map of Existing cell coverage in area	
13	Anticipated coverage w/ site	

**HUNTSMOOR PARK COMMUNITY
ORGANIZATION, INC.**

5601 Chelwynd Road
Baltimore, MD 21227
410-242-4171

**EMAIL SENT ON Tuesday June 17, 2008 9:52 am from Dean Kasian, President to
Mr. Sean Hughes attorney for applicant T-Mobile**

Dear Mr. Hughes:

Thank you for your prompt email of June 16, 2008 with attached exemplar photos of "flagpole" cell towers with American flags.

Last night, the Board of Directors of the Huntsmoor Park Community Organization held a Special Meeting and discussed/reviewed your email with photos, the history/facts of T-Mobile's application, the Cell Tower Review Committee's April 7, 2008 recommendation, the obvious emotional and aesthetic conflict between a cell tower and a historic cemetery and the visual impact of any cell tower on our community's pleasant unobstructed view of sunsets and the horizon.

After careful consideration and deliberation, the Board of Directors unanimously voted to not object to the proposed 110 foot "flagpole" cell tower design subject to the condition that it include an American flag. It is our firm position that the inclusion of an appropriately sized American flag on the flagpole cell tower would be meaningful and consistent with the serene setting of the oldest African-American memorial park in Baltimore which includes many veterans. An American flag would also stand as a monument of tribute to the current members and families of our armed services that are sacrificing life and limb serving in the wars in Iraq and Afghanistan. We acknowledge that an American flag may have to be lighted and/or taken down every evening.

Our Organization had less than one week notice of the scheduled hearing for the Special Zoning Exception on the proposed cell tower set for tomorrow June 18, 2008 at 10:00 am. We are relying on your representation that a flagpole design with flag is technologically feasible and T-Mobile's past experience in erecting same. I am unaware of any legal impediments to our condition that the cell tower include an American flag. If you are aware of any legal issues or have actual knowledge of any historical, practical or other constraints relevant to our condition and concerns, please advise so that my Organization has an opportunity to review and consider same and modify its position accordingly.

Please confirm your receipt of this email and your client's agreement to our condition.

Please do not hesitate to contact me at 410-242-4171 if you have any questions or need to further discuss this matter.

Thank you for your anticipated cooperation.

~~PROTESTANT'S~~
Community
EXHIBIT NO. 1

Very truly yours,

Dean Kasian
President
Huntsmoor Park Community Organization





MICHAEL D. McGARITY
TEAM MANAGER
WIRELESS SERVICE DIVISION

Education

University of Maryland College Park, B.S., Civil Engineering

Professional Summary

Mr. McGarity has nine years experience in managing wireless telecommunications projects for numerous carriers, including AT&T Wireless Services, Sprint PCS, Nextel Communications, Cingular Wireless, Verizon Wireless and T-Mobile USA. Mr. McGarity implements an innovative and practical approach to providing site planning, zoning, engineering, surveying and permitting services for wireless carriers throughout Maryland. Mr. McGarity provides a close and personal link with his clients, providing expertise from site inception to completion in the field. Mr. McGarity is proficient with Microstation and mentors his staff with providing detailed plans that are compliant with local jurisdictional standards. Mr. McGarity is actively involved with other development projects within DMW to gain additional engineering experience as he works toward acquiring his Professional Engineering License.

Partial List of Projects

AT&T Wireless expansions throughout the Maryland area
Cellular One network expansions throughout the Maryland area
Cingular Wireless network expansions throughout the Maryland area
Nextel Communications network expansions throughout the Maryland area
Sprint PCS network expansions throughout the Maryland area
T-Mobile USA network expansions throughout the Maryland area
Verizon Wireless network expansions throughout the Maryland area

Memberships and Awards

American Society of Civil Engineers (Student Chapter 1994-1996)

Professional Experience

Daft-McCune-Walker, Inc., Towson, Maryland, 1997 - Present
Pavex, Inc., Cockeysville, MD, 1996-1997

PETITIONER' S

EXHIBIT NO.

2

ELIZABETH R. WEST

1518 Byrd Street
Baltimore, MD 21230
lizwest8@gmail.com

Objective: To provide land use and planning expertise in a dynamic and challenging environment through uniting my past experience in, historic preservation and municipal planning.

EXPERIENCE:

March 2006-present

Senior Planner, Network Building and Consulting, Hanover, MD www.networkbuilding.com

- Senior Planner for Land Use development consultants specializing in obtaining local approvals for development projects and telecommunications installations.
- Presented Zoning Applications and Proposals to Planning Departments, civic groups, Planning Boards and Commissions and elected councils as part of zoning approvals (special exceptions, variances, site development plans, conditional use permits).
- Project management of multiple development projects from inception to all necessary approvals and permits. Collaborated with other consulting and engineering firms to coordinate timing and proper drawings for submittals.

September 2002, -March 2006

Planner II, Anne Arundel County, Office of Planning and Zoning, Zoning Division, Annapolis, MD.
www.aacounty.org

- Prepared and presented staff reports for Administrative Hearings, Board of Appeals and County Council.
- Revised the 1978 Zoning Code by modernizing the language and permitted uses, creating use charts, and reviewing all Code standards. Presented to County Council, drafted text amendments and worked through final adoption in 2005.
- Provided zoning expertise in coordinating projects with State Highway Administration, Critical Area Commission, Maryland Department of Planning, and Department of Natural Resources.
- Answered inquiries from citizens, local organizations and developers with regard to development project status, process and County requirements.

Elizabeth R. West

PETITIONER' S

EXHIBIT NO.

3

September, 1998-2002

Planner II, Anne Arundel County, Office of Planning and Zoning, Division of Long Range Planning, Annapolis, MD.

- Developed strategies to sustain rural economies and preserve open space such as the Alternative Farming Program, Installment Purchase Agreement and Transferable Development Rights Program.
- Developed and implemented 5 Small Area Plans and Comprehensive Zoning as an update to the County General Development Plan.
- Drafted and presented legislation for the County Council related to the General Development Plan.
- Secured funding for neighborhood redevelopment and commercial revitalization.
- Facilitated public meetings, hearings, and focus groups as part of the revision to the General Development Plan.

July, 1996- September, 1998

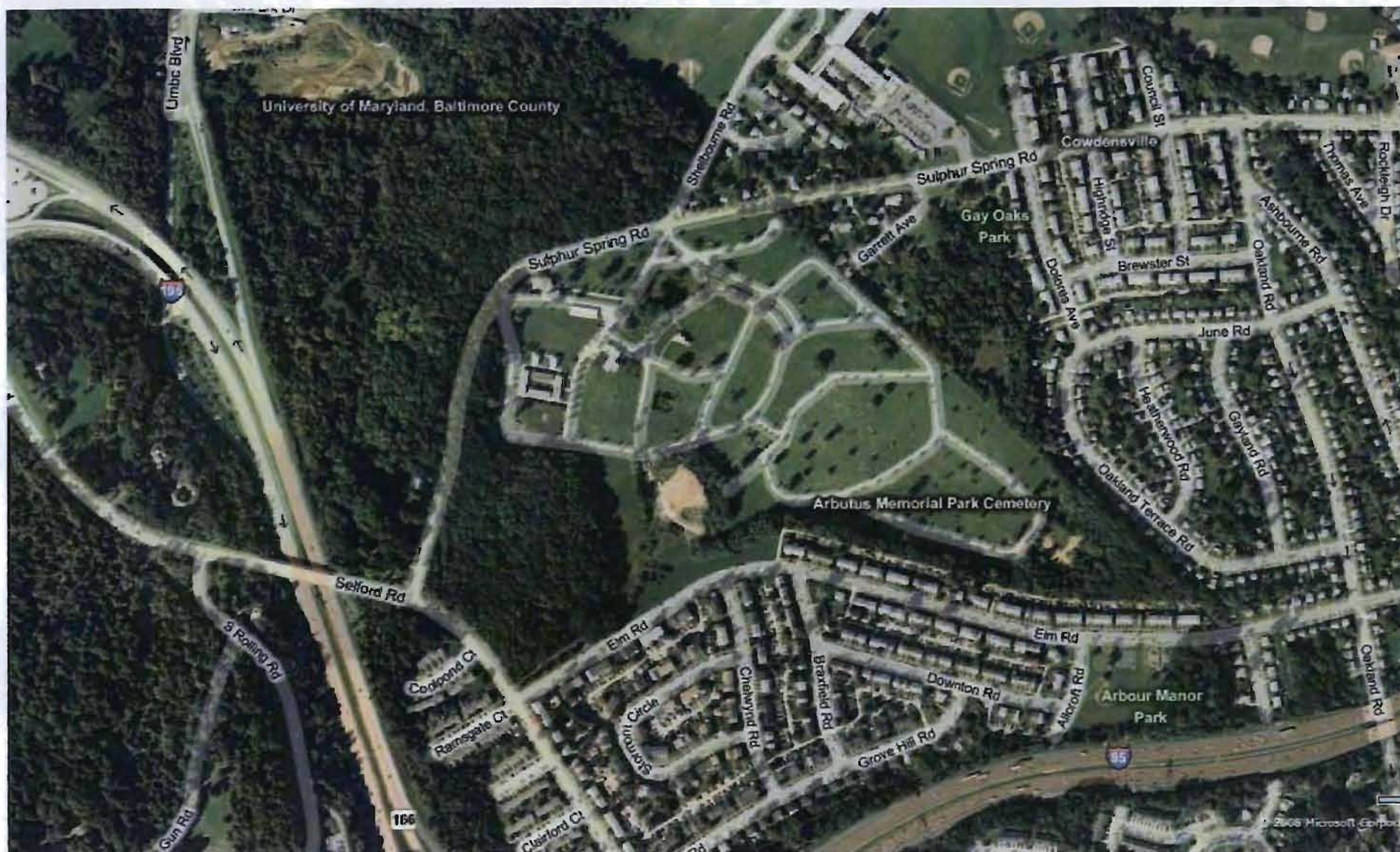
Consultant, Anne Arundel County, Office of Planning and Zoning, Environmental Division, Annapolis, MD.

- Conducted Environmental and Cultural Resource Reconnaissance in compliance with Section 106 (NHPA) and County subdivision regulations.
- Organized Heritage Areas Tourism Application in Accordance with MD house Bill No. 1.
- Secured and implemented grant funding from National Geographic, Maryland Humanities Council and the Maryland Archaeological Society for research and protection of historic sites.

EDUCATION

Master's of Applied Anthropology, Certificate of Historic Preservation. The University of Maryland, College Park, Maryland, 1996.

Bachelor of Arts. Sociology major. The College of Wooster, Wooster, Ohio, 1991.



7A



PETITIONER'S

EXHIBIT NO. 5A-N

A





C (near 8000)







f







I





K





M





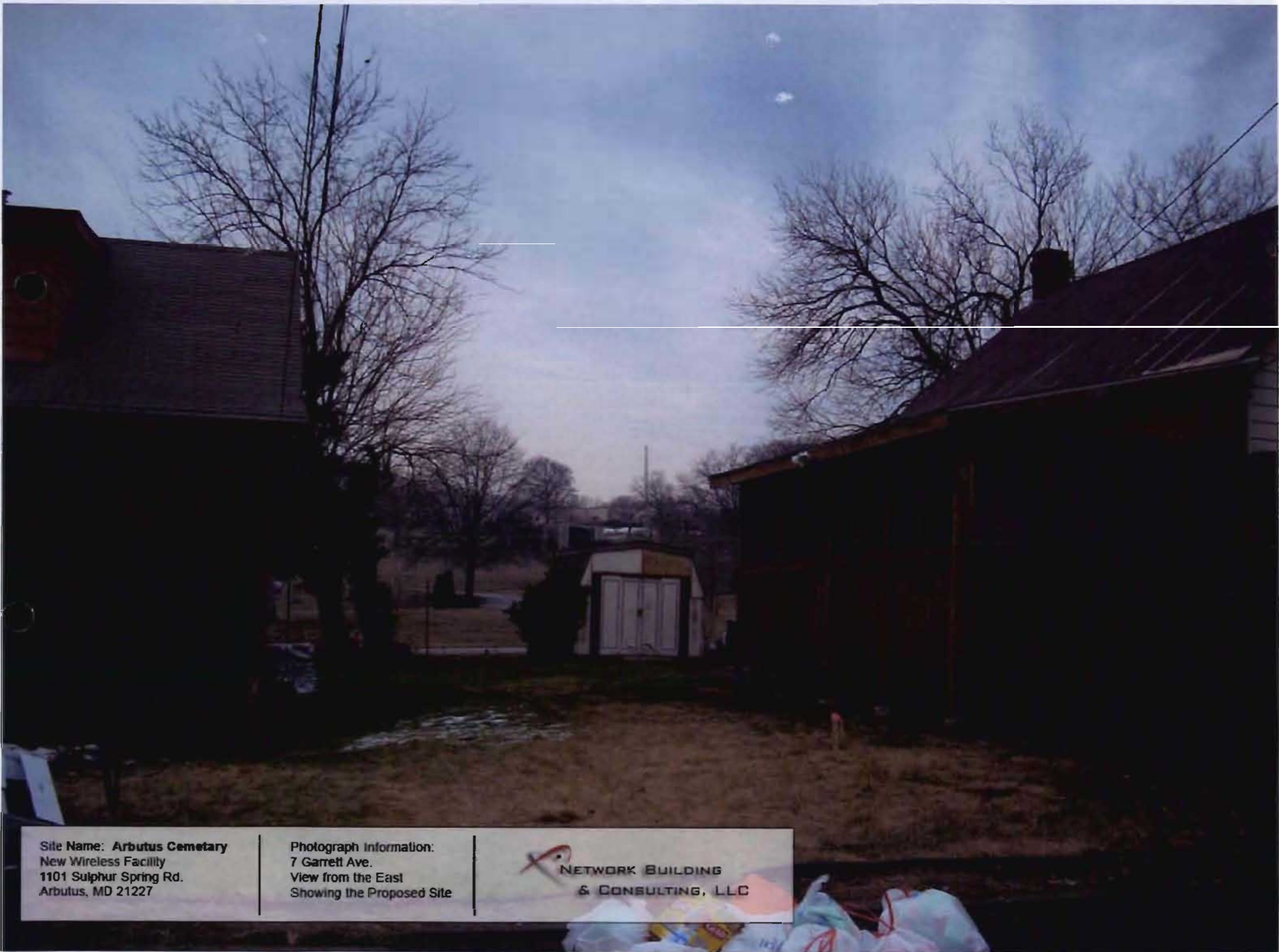
Site Name: **Arbutus Cemetary**
New Wireless Facility
1101 Sulphur Spring Rd.
Arbutus, MD 21227

Photograph Information:
Cemetary entrance
View from the North East
Showing the Proposed Site



NETWORK BUILDING
& CONSULTING, LLC

7A is 400-500 feet away



Site Name: Arbutus Cemetary
New Wireless Facility
1101 Sulphur Spring Rd.
Arbutus, MD 21227

Photograph Information:
7 Garrett Ave.
View from the East
Showing the Proposed Site



NETWORK BUILDING
& CONSULTING, LLC

7B ≈ 1.5 mile away



Site Name: **Arbutus Cemetary**
New Wireless Facility
1101 Sulphur Spring Rd.
Arbutus, MD 21227

Photograph Information:
Sulphur Spring & Sefford
View from the South West
Showing the Proposed Site



NETWORK: BUILDING
& CONSULTING, LLC

C



Site Name: **Arbutus Cemetary**
New Wireless Facility
1101 Sulphur Spring Rd.
Arbutus, MD 21227

Photograph Information:
UMBC campus
View from the North
Showing the Proposed Site:



**NETWORK BUILDING
& CONSULTING, LLC**



Site Name: **Arbutus Cemetary**
New Wireless Facility
1101 Sulphur Spring Rd.
Arbutus, MD 21227

Photograph Information:
Elm Rd. & Chelwynd Rd
View from the South
Showing the Balloon Fly



NETWORK BUILDING
& CONSULTING, LLC

E (~~element~~ unipole look) - proposed

Site Name: **Arbutus Cemetary**
New Wireless Facility
1101 Sulphur Spring Rd.
Arbutus, MD 21227

Photograph Information:
Elm Rd. & Chetwynd Rd
View from the South
Showing the Proposed Site



NETWORK BUILDING
& CONSULTING, LLC

F (shows maple w/ external antennas) - not proposed

0 mi 0.5

EXHIBIT NO. 6A

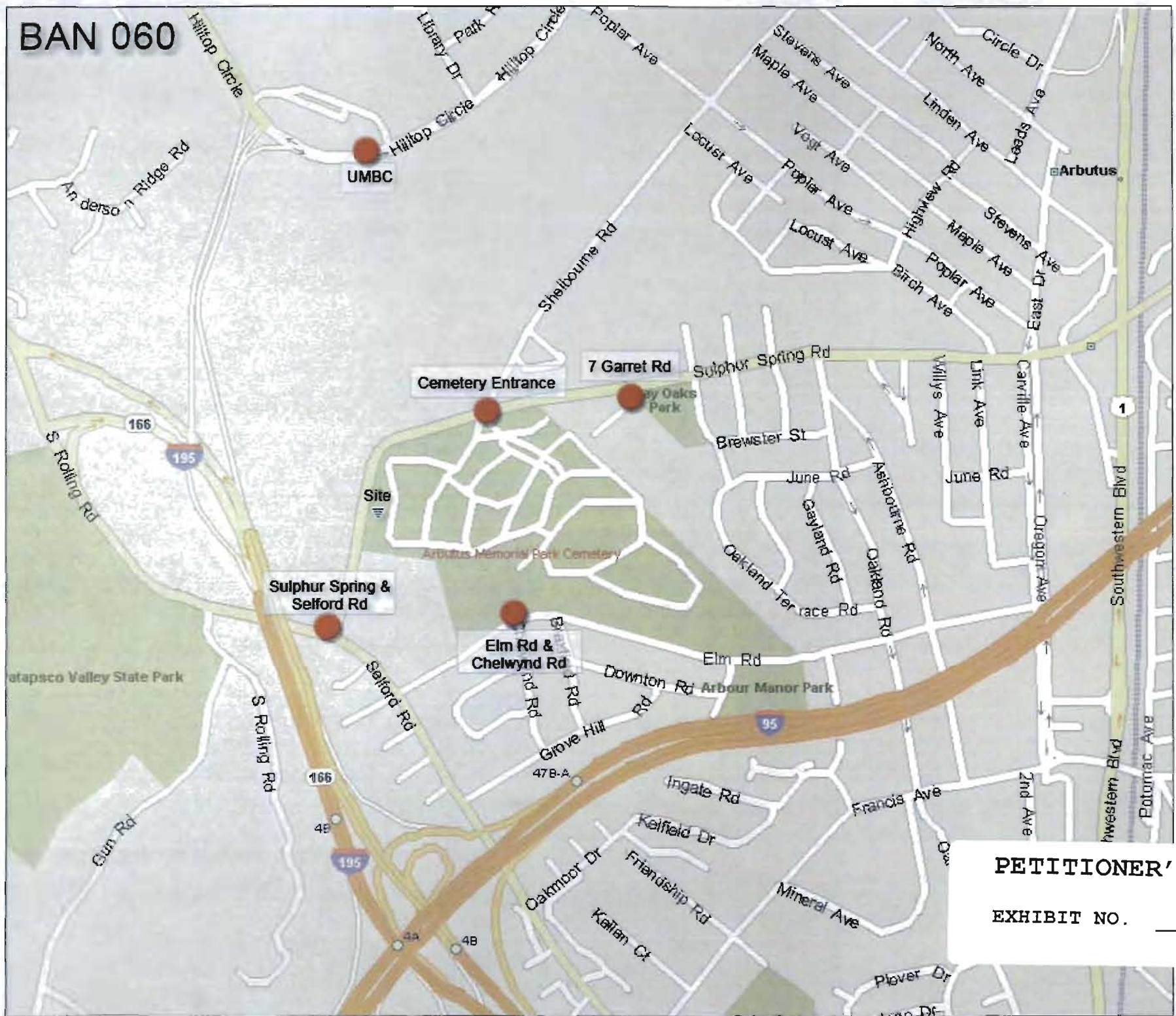
Site ID	Direction from BAN060	Distance from BAN060	Type	RC	Site Name	Address
BAN015	N	1.20	Collocation Guided Tower	155	UMBC - Baltimore	5401 Wilkens Ave, Baltimore MD
BAN199	NE	1.45	Collocation Canatery Structure	71	Amtrak - MP 101.76	AHN 6 Southwestern Boulevard, Carroll MD
BAN008	E	1.50	Collocation Watertank	100	Good Shephard Water Tank	4100 Maple Ave, Baltimore MD
BAN064	S	1.25	Collocation Utility Lattice Tower	98	BG&E Patapsco River 282	5169 Gundrys Lane, Halethorpe MD
BAN188	NW	1.60	Building Rooftop	58	BaltimoreCo - SRollingRd	800 South Rolling Road, Baltimore MD

PETITIONER' S

EXHIBIT NO.

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BAN 060



PETITIONER'S

EXHIBIT NO.

7

BALTIMORE COUNTY, MARYLAND
Interoffice Correspondence

DATE: April 22, 2008

TO: Walter Smith
Department of Permits and Development Management

FROM: Tower Review Committee

SUBJECT: New Tower – T-Mobile – 1101 Sulphur Spring Road, Arbutus

The Tower Review Committee met on February 26, 2008 and discussed an application made by T-Mobile on January 31, 2008. As a result of questions that arose at this meeting, additional information was received on February 12th and 13th and March 26th, 2008.

Reports generated by Columbia Telecommunications dated February 22 are attached to this memorandum.

The Committee is making the following advisory comments to the Development Review Committee (DRC) in accordance with section 426.4 of the Baltimore County Zoning Regulations in reference to the proposed construction of a new 103 monopole to be located on the property owned by SCI Maryland Funeral Services, Inc. 1101 Sulphur Spring Road, Arbutus, MD 21220.

- *Antennas should be placed on existing towers, buildings, and structures, including those of public utilities, where feasible.*

Findings: The proposed site is located at the Arbutus Memorial Park. T-Mobile has provided all requested information to the Tower Review Committee (TRC) to successfully demonstrate that no other co-location opportunities exist at or near this location that would suffice in providing their requested coverage of the intended area. T-Mobile has proposed to install a new 103-foot monopole. The total height of the structure is 103-feet including all appurtenances.

- *If a tower must be built, the tower should be: Constructed to accommodate at least three providers.*

Findings: T-Mobile has stated, in the application to the TRC the proposed typical monopole structure will be constructed to support 2 additional wireless service providers in addition to T-Mobile.

- *Erected in a medium or high intensity commercial zone when available.*

PETITIONER' S

EXHIBIT NO. 8

Findings: This area is located in a DR 5.5 and DR10.5 Zoning Area and will require a special exception hearing.

➤ *Located and designed to minimize its visibility from residential and transitional zone.*

Findings: The carrier proposed a standard monopole constructed to the 103' level that would meet the requirement to accommodate at least three providers. The property selected is not a medium or high intensity commercial zone and will require an exception hearing from zoning. The Committee inquired if a stealth monopole could be installed at this location to minimize its visibility. The carrier agreed it could, but because the carrier would occupy two of the three available attachment locations for their own antennas, it would reduce the capacity of the structure to support at least three carriers and thus would not comply with the requirements to support two additional carriers. The applicant later provided information to the Committee via an e-mail indicating if they were allowed to raise the height of the structure to a height of 110', a stealth monopole can be designed to support their antenna arrays and have space for two additional carriers and meet the capacity requirements.

The Committee requested the applicant to make contact with the community groups and find out which design the community prefers. The Committee Chair received two letters opposing the construction of any tower. These letters did not suggest any alternative except to not build a tower. There was also a newspaper article in the Arbutus Times about the planned tower construction. Copies of those items have been attached to this recommendation for your reference.

After reviewing all the provided information both for the placement of the facilities and the necessary pole height we believe the overall best solution is the alternative proposal to install a 110' monopole of a unipole design with the antennas concealed with the monopole in order to accommodate up to three carriers. We feel if the height of the pole **is limited** with the intent of minimizing the view of the tower at this time the community **may be** subject to an additional antenna support structure construction in the future. In the Committee's opinion this is the most prudent compromise. It minimizes the appearance of the structure by eliminating exterior antennas and platform support structures and permits co-location of antennas in a similar concealed attachment design from two additional carriers.

Based on the information presented by T-Mobile and an on-site visit, we find that the visual impact of a unipole design reduces the profile of the monopole on the horizon. The applicant has demonstrated that the antennas at this site are necessary to achieve their coverage objectives.

Conclusion

By a unanimous decision of the Tower Review Committee, it was agreed that the advisory comments provided above be forwarded to the Development Review Committee

for further processing. It is the recommendation of the Committee, that a 110-foot disguised monopole (unipole) would meet all the requirements of Section 426, while allowing much needed emergency and non-emergency communications for the citizens of the area.

Additional Information

Photo Simulations, letters received by the Committee Chair and copy of the newspaper article are attached to this recommendation.

Tower Review Committee

Richard A. Bohn, Tower Coordinator
Curtis Murray, Office of Planning
Harry Wujek, Community Member TRC
Richard Sterba, OIT Representative

CC: Sabrina Chase, Baltimore County Office of Law
Liz West, Agent for T-Mobile
Robert Stradling, Director, Baltimore County Office of Information Technology

COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into between T-Mobile Northeast LLC, a Delaware limited liability company ("Lessee"), and SCI Maryland Funeral Services, Inc., a Maryland corporation ("Lessor").

The parties hereto agree as follows:

1. PREMISES. Lessor owns the real property described in Attachment 1 commonly known as 1101 Sulphur Spring Road, Baltimore, Baltimore County, Maryland ("Lessor's Property"). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's Property depicted in Attachment 2 and consisting of approximately 2500 square feet and any applicable utilities and access rights (the "Premises"). The precise location of the Premises shall be as delineated on the plans Lessor approves under Section 5(b) below. Such approved plans shall control to describe the Premises in the event of any discrepancy between the delineation of the Premises on the plans and on Attachment 2.

2. USE.

(a) Lessee shall have the right to use the Premises for providing communication services, including but not limited to the transmission and reception of radio communication signals on various frequencies in accordance with the provisions contained in this Lease. Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility consisting of 103 ft monopole telecommunication tower and equipment located within a 50' x 50' fenced compound. "Lessee's Facility" means Lessee's communications equipment installed on the Premises, including antennas, antenna support structures, poles, dishes or masts, radio frequency transmitting and receiving equipment, primary, back-up and temporary power units, interconnection equipment, equipment cabinets, cabling, wiring, lines, conduits, pipes and accessories, as the same may be modified, added to, substituted and/or reconfigured from time to time. However, Lessee's own communications equipment shall not exceed twelve (12) antennas, four (4) antenna support structures, or six (6) equipment cabinets. This limitation on Lessee's installation of communications equipment is exclusive of various equipment, which may be installed by any Sub-lessee in addition to Lessee's communications equipment.

(b) Lessee shall at all times comply with all applicable laws, codes, rules and regulations relating to Lessee's use of the Premises and conduct of Lessee's business at the Premises.

3. TERM.

(a) The term of this Lease ("Term") shall be years commencing on the first to occur of (i) the date Lessee commences construction of Lessee's Facility (other than minor site preparation) or (ii) six (6) months after the date of this Lease set forth above the signatures to this Lease ("Commencement Date"). Lessee shall give written notice to Lessor upon commencement of construction.

(b) Lessee shall have the right to extend the Term for additional periods of years each (a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be extended for each Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least 90 days prior to expiration of the Term or the then-existing Renewal Term, as the case may be.

(c) If Lessee remains in possession of the Premises at the expiration of this Lease, except as otherwise provided herein, this Lease shall continue in force upon the same terms and conditions on a month-to-month basis, until and unless terminated by either party giving the other party at least 30 days written notice terminating said Lease.

(d) Notwithstanding any contrary provisions of this Section 3, in no event shall the Term, Renewal Terms and automatic annual extensions of this Lease exceed a total of 25 years.

4. RENT. The annual rent for the Premises ("Annual Rent") (i) initially shall be 00 (one hundred dollars and No/100). The Annual Rent shall increase on the first day of the month in which each anniversary of the Commencement Date occurs throughout the Term and of the annualized Annual Rent in effect immediately preceding the increase. Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each month beginning on the Commencement Date. If the Commencement Date occurs on a date other than the first day of a month, and/or if the Term or final Renewal Term ends on a date other than the last day of a month, the monthly installment of Annual Rent shall be prorated for each such partial month. Annual Rent shall be payable to Lessor at its address specified at the end of this Lease, or as Lessor may otherwise direct from time to time in writing at least 30 days prior to any Rent payment date.

(a) If Lessee's Antenna Facilities include the construction and installation of a tower or pole support structure, then

Lessee may sublease or license portions of the Premises to a third party provider of communications services (a "User") without Lessor's consent, subject to such User obtaining all necessary permits and approvals from governmental agencies having jurisdiction; provided, however, that in addition to Rent, so long as Lessor has not entered into a separate agreement with User, ~~Lessee agrees to pay monthly an amount equal to the monthly Rent paid by Lessee to Lessor for the right of occupancy~~ (whether as rent, a license fee or otherwise, but exclusive of capital or reimbursement payments) actually received by Lessee from Users on the Premises. For purposes of calculating the amount of such payments, (i) Lessee (or such one User as Lessee shall elect to substitute for Lessee if Lessee does not have an operating Installation of its own on the Premises) shall not be counted as a "User."

Any agreements between Lessee and Users for use and occupancy of the Premises shall be subject and subordinate to this Lease. Without limiting the foregoing, Lessor shall not, by reason of default by Lessee under this Lease or the exercise of any remedy against Lessee by Lessor or a User, disturb the use, occupancy and quiet enjoyment of the installation during the term of and as provided in such agreement(s); provided, however, that Lessor shall not be liable for any act or omission of Lessee under such agreement(s) occurring prior to the date of attornment or a direct lease as provided in the next sentence. If there is an early termination of this Lease for any reason, Lessor agrees not to disturb the rights of any User on the Premises under an agreement with Lessee, provided that (i) the User is not then in default (beyond any applicable notice and cure periods) under its agreement with Lessee and thereafter continues to perform all of User's obligations thereunder; and (ii) at Lessor's election, a User cures all defaults under this Lease and either agrees to attorn to Lessor or enters into a direct lease with Lessor on the same terms as those in effect in the agreement between User and Lessee, subject only to the rights of any Secured Parties of Lessee with respect to the Antenna Facilities. This provision shall inure to the benefit of each User. If Lessee defaults under this Lease, Lessor will permit Users to stay on the tower or pole support structure if, within thirty (30) days after the default, a User assumes this Site Lease with Option and obligations therein and cures any defaults. Lessee or future Users shall notify Lessor of Rents paid to Lessee by future Users.

5. IMPROVEMENT; ACCESS.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter Lessor's Property for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests to determine the suitability of the Premises for Lessee's Facility and to prepare for the construction of Lessee's Facility.

(b) The final plans and precise location of the Premises and Lessee's Facility shall be subject to the Lessor's consent, such consent shall not be unreasonably withheld or delayed and, shall be deemed given if Lessee does not receive a written notice from Lessor stating the reasons for disapproval within ten (10) business days of submitting a written request for consent or approval.

(c) Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's Facility and to install utility lines and transmission lines connecting antennas, transmitters, receivers and other equipment. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner. Lessee shall use its best efforts to perform such work so as not to interrupt Lessor's business. In no case may Lessee conduct such work within 500 feet of any ongoing interment ceremony.

(d) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises 24 hours a day, seven days a week, at no charge to Lessee. Lessor hereby grants to Lessee such rights to ingress and egress over Lessor's Property as may be necessary and consistent with the authorized use of the Premises.

(e) Subject to Lessor's reasonable rules, Lessor shall permit Lessee's employees, agents, contractors, subcontractors and invitees to park vehicles on Lessor's Property as necessary and consistent with the authorized use of the Premises. Lessor shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner sufficient to allow access.

(f) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including emergency or back-up battery or transportable generator power). Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service and Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facility. In the event Lessor redevelops the portion of the Property occupied by Lessee's utilities, Lessor shall provide Lessee with six (6) months written notice of its plans. Lessee shall accommodate Lessor's redevelopment by relocating its utilities if necessary at Lessee's expense. Lessor shall have the right to require Lessee's relocation of said utilities once during the duration of the Lease.

(g) Lessee's rights of access and to install utilities under this Section 5 include, but are not limited to, the right to install, maintain and service telephone lines connecting the base station of Lessee's Facility and the minimum point of entry (MPOE) or other point of presence of the telephone service provider at Lessor's Property.

6. INTERFERENCE WITH COMMUNICATIONS.

(a) Lessee's Facility shall not disturb or interfere with the communications equipment and uses which exist on Lessor's Property on the date this Lease is fully executed. Pre-existing Communications Facilities configured and operating in the same manner and at the same frequency as on the date this Lease is fully executed shall not be subject to this subsection (a) ("Pre-existing Communications Facilities"); and Lessee's Facility shall comply with all non-interference rules of the Federal Communications Commission.

(b) Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and Lessor shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor, at Lessee's full expense. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring an action against the interfering party to enjoin such interference. Pre-existing Communications Facilities configured and operating in the same manner and at the same frequency as on the date this Lease is fully executed shall not be subject to this subsection (b).

(c) If Lessor receives any request to locate any communications transmitting equipment on Lessor's Property from any third party (a "Carrier"), Lessor shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of Lessee's Facility.

7. TAXES, UTILITIES AND MAINTENANCE.

(a) If for any reason Lessee's Facility is assessed for real estate tax purposes as part of Lessor's Property, Lessee shall reimburse Lessor any increase in Lessor's real property taxes attributable to the value or cost of Lessee's Facility. Reimbursement shall be due thirty (30) days following Lessee's receipt of a written request and reasonable evidence of the increase.

(b) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facility. If practicable, Lessee shall install at Lessee's expense a separate electric meter measuring Lessee's electrical consumption from Lessor's electrical lines and switchgear; and Lessee shall reimburse to Lessor, within thirty (30) days after receipt of invoice and a copy of the applicable utility company's bill by Lessee, the cost of Lessee's actual electrical consumption based on submeter readings and the then-current utility rate.

(c) Lessee shall maintain the Premises and Lessee's Facility throughout the Term and all Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall not be required to make any repairs to the Premises except as stated in Section 10 below and except for damage to the Premises caused by Lessee, its employees, agents, contractors, subcontractors, sublessees or invitees.

8. TERMINATION.

(a) This Lease may be terminated by Lessee on thirty (30) days prior written notice to Lessor (or any shorter notice expressly set forth below), if:

(i) Lessee delivers to Lessor such thirty (30) day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) At any time after the Commencement Date, Lessee cannot obtain or renew any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Lessee to install and operate Lessee's Facility;

(iii) Lessee determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its operations, for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only if Lessee pays to Lessor

as a termination fee the lesser of twelve (12) monthly installments of Annual Rent or the balance of the Annual Rent due for the remaining term of this Lease;

(iv) Any Pre-existing Communications Facilities, any communications facilities, or other structures of any kind now or hereafter located on or in the vicinity of Lessor's Property interfere with Lessee's Facility and such interference is unable to be corrected through reasonably feasible means;

(v) Lessor commits a default under this Lease (other than under Section 5 or Section 6) and fails to cure such default within the 30-day notice period, provided that if the period to diligently cure takes longer than thirty (30) days and Lessor commences to cure the default within the 30-day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or Lessor commits a default under Section 5 or Section 6 and fails to cure such default within five (5) rather than thirty (30) days after receiving written notice of such default; or

(vi) The Premises are totally or partially destroyed by fire or other casualty so as, in Lessee's judgment, to hinder Lessee's normal operations and Lessor does not provide to Lessee pursuant to section 9(b) within ten (10) days after the casualty occurs a suitable temporary relocation site for Lessee's Facility pending repair and restoration of the Premises.

(b) This Lease may be terminated by Lessor if:

(i) Lessee commits a default under this Lease and fails to cure such default within (A) ten (10) days after Lessee receives written notice of the default, where the default is a failure to pay Rent when due, or (B) thirty (30) days after Lessee receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than thirty (30) days and Lessee commences to cure the default within the 30-day notice period, then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or

(ii) The Premises or Lessor's Property is wholly or partially damaged or destroyed, Lessor intends to effect repair but cannot practicably do so while Lessee remains in possession of the Premises, the reasonably estimated time to effect repair will exceed ninety (90) days and Lessor and Lessee are unable to identify a temporary site pursuant to Section 9(b).

(iii). In the event that the tax exempt status granted for the Property is threatened and no agreement can be reached with the real estate taxing authority to apportion taxes relative to Lessee's Facility only.

(c) Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Lease which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

9. DESTRUCTION OF PREMISES.

(a) If the Premises or Lessor's Property is damaged or destroyed so as, in Lessee's judgment, to hinder Lessee's normal operations, Annual Rent shall abate in full from the date such damage or destruction occurs until Lessee is able to commence normal operations.

(b) If Lessee's normal operations are hindered due to damage or destruction, Lessor shall use reasonable efforts to identify and make available to Lessee, within ten days following the damage or destruction, a temporary site on Lessor's Property (or on other property Lessor owns or controls in the vicinity) which in Lessee's judgment is equally suitable for Lessee's intended uses. Lessee may construct and operate a substitute mobile/wireless communications facility thereon until the Premises are fully repaired and available to Lessee for reinstallation of Lessee's Facility.

(c) Lessor and Lessee waive any statutory rights to terminate this Lease on account of damage or destruction, subject to the termination rights provided in paragraph 8.

10. TITLE TO AND REMOVAL OF LESSEE'S FACILITY. Title to Lessee's Facility and any equipment placed on the Premises by Lessee shall be held solely by Lessee. All of Lessee's Facility shall remain the personal property of Lessee and shall not be treated as real property or become a part of Lessor's Property even though affixed thereto. Lessee has the right and obligation at its sole expense to remove all of Lessee's Facility on or before the expiration of this Lease or within sixty (60) days after any earlier termination of this Lease. In addition, Lessee is obligated to remove any underground installations or below grade support footings or pads up to 12 feet below grade. Lessee shall repair any damage to Lessor's Property caused by such removal and restore the Premises to good condition, less ordinary wear and tear.

11. INSURANCE. During the Term of this lease, and thereafter until the removals required under Section 10 are complete, and prior to the Commencement Date if Lessee enters Lessor's Property under Section 5(a), Lessee and all contractors and subcontractors shall maintain, at their own expense, the following insurance coverages:

Workers' Compensation	Statutory Limits
Automobile Liability Coverage to include:	\$1,000,000.00 Combined Single Limit Hired, Non-Owned Liability
General Liability Coverage to include:	\$1,000,000.00 Combined Single Limit Commercial General Liability Form

In addition to the limits stated above, the certificate should name Lessor as an Additional Insured with respect to Commercial General Liability and Automobile Liability and provide thirty (30) days advance written notice of cancellation. All insurance coverage must be from insurance companies with an A.M. Best Guide rating of "A-" or better.

12. INDEMNIFICATION; WAIVER OF SUBROGATION.

(a) Lessee shall indemnify, defend, protect and hold harmless Lessor, its parents or affiliates, and each of their directors, officers, partners, members, managers, shareholders, agents and employees from and against (i) any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of the Premises by Lessee or its employees, agents, contractors, subcontractors, sublessees or invitees or the condition or operation of Lessee's Facility, and (ii) any mechanic's or materialman's liens filed in connection with any work done on the Premises or Lessor's Property by or at the request or direction of Lessee. Lessee shall, following request by Lessor, cause any such mechanic's or materialman's liens to be released by posting an appropriate release bond therefor.

(b) Lessor shall indemnify, defend, protect and hold harmless Lessee, its affiliates, and each of their directors, officers, partners, members, managers, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from use and operation of Lessor's Property by Lessor or its employees, agents, contractors, lessees (other than Lessee) or invitees or the condition of Lessor's Property; provided that Lessor, its affiliates and each of their directors, officers, partners, members, managers, shareholders, agents and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority, interruption of utility service or other cause beyond their reasonable control and not resulting from, or contributed to by, their negligence.

(c) Notwithstanding any contrary provision of this Lease, each party hereby waives any right to recover from the other party or other party's partners, members, managers, affiliates, agents and employees any loss or damage resulting from any cause or hazard to the extent the loss or damage is covered by property insurance carried by the party suffering loss or damage, including any loss or damage resulting from loss of the use of any property and provided that at the time of loss the property insurers for both parties have waived rights of subrogation. These waivers shall apply between the parties and to any property insurer claiming under or through either party as a result of any asserted right of subrogation, unless any property insurer has not waived its right of subrogation (in which case these waivers shall have no effect). Lessor and Lessee each shall use diligent efforts to cause its respective property insurer to include in the insurance policy an endorsement or clause waiving the insurer's rights of subrogation against Lessee and Lessor, respectively.

13. TITLE; QUIET ENJOYMENT; SUBORDINATION.

(a) Lessor confirms that (i) it owns good and sufficient title to and interest in Lessor's Property, (ii) to the best of Lessor's knowledge there are no liens, encumbrances, covenants, restrictions or judgments affecting Lessor's Property which impede or adversely affect Lessee's intended use of the Premises, (iii) Lessor has full right, power and authority to execute, deliver and perform this Lease and (iv) so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Premises throughout the Term and any Renewal Term of this Lease.

(b) Lessor shall use its best efforts to obtain from each holder of a ground or underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Premises with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future ground or underlying lease, mortgage, deed of trust or lien affecting the Premises, and to any renewal, modification or replacement thereof,

provided that the holder thereof executes and delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

14. ENVIRONMENTAL. Lessor represents that to the best of its knowledge the Premises have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease. Lessee shall not bring any Hazardous Materials onto the Premises except for those contained in its back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

15. RESOLUTION OF DISPUTES.

(a) Except as set forth in subsection (c) below, all controversies arising out of or relating to this Lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of JAMS/Endispute ("JAMS") in the county in which Lessor's Property is located. Such arbitration shall be conducted in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.

(b) The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statute of limitations.

(c) Notwithstanding any provision of this Section 15 to the contrary, Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

(d) The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 16(f).

16. ASSIGNMENT AND SUBLEASING.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission, so long as assignee agrees in writing, to be bound by the terms and conditions of this Lease.

(b) Lessee may assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee, or an entity acquiring Tenant through sale or merger or through assignment or acquisition of some or all of Tenant's assets within the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located, without Lessor's approval.

(c) Additionally, notwithstanding anything to the contrary above, Lessor or Lessee may, upon notice to the other, grant a security interest in this Lease (and as regards the Lessee and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Lessee and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Lessor or Lessee, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

17. CONDEMNATION. In the event Lessor received notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Lessee will include,

where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business relocation expenses. Lessee will be entitled to reimbursement for any prepaid Rent.

18. BROKER FEES. Lessee and Lessor each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

19. MISCELLANEOUS.

(a) If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is invalid or unenforceable, there shall be added as part of this Lease an enforceable provisions as similar in terms to such invalid or unenforceable provisions as possible.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) Where either Lessor or Lessee is required to obtain the consent or approval of the other party, such consent shall not be unreasonably withheld or delayed and, unless otherwise specified herein, shall be deemed given if the requesting party does not receive a written notice stating the reasons for disapproval within ten business days of submitting a written request for consent or approval.

(e) This Lease shall be governed, construed and interpreted under the laws of the State of Maryland. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.

(f) In the event of any dispute or legal proceeding (including arbitration under Section 15) between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceeding to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

(g) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(h) Each person executing this Lease for either Lessee or Lessor represents and warrants, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and that all necessary action has been taken to give such party the authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.

(i) Time is of the essence of this Lease.

(j) As soon as the Lease has been executed, Lessor and Lessee shall execute and acknowledge before a notary public a Memorandum of Lease in the form attached to this Lease as Attachment 3, and Lessee shall provide Lessor with an executed Release of Memorandum of Lease, to be held in escrow by Lessor's attorney until this Lease expires or terminates.

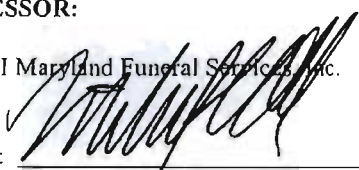
Lessee at its expense may record the Memorandum of Lease in the real property records for the county in which Lessor's Property is located.

(k) This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of Nov. 13, 2007.

LESSOR:

SCI Maryland Funeral Services, Inc.

By: 

Name: MICHAEL L. DECCELL
Title: VICE PRESIDENT

LESSEE:

T-Mobile Northeast LLC

By: 

Name: KEVIN FORSHEE
Title: AREA DIRECTOR

Lessor's Address, Phone and Fax:

Lessee's Address, Phone and Fax:

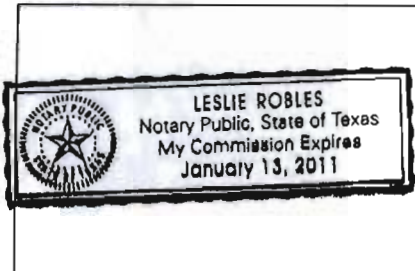
Address if by means other than courier:	Address by Courier or other means:
P. O. Box 130548 Houston, TX 77219-0548 Attn: Real Estate	T-Mobile USA, Inc 12920 SE 38 th Street Bellevue, WA 98006 Attn: Lease PCS Lease Administrator
Address if by courier:	With copy to:
1929 Allen Parkway Houston, TX 77019 Attn: Real Estate	T-Mobile USA, Inc 12920 SE 38 th Street Bellevue, WA 98006 Attn: Legal Department
With copy:	And with copy to:
1929 Allen Parkway Houston, TX 77019 Attn: General Counsel Tel. 713.525.9031 Fax 713.525.3008 Tax I.D. No: <u>76-0537883</u>	4 Sylvan Way Parsippany, NJ 07054 Attn: Legal Department

[Notary block for Landlord]

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on Nov. 13, 2007 by Michael L Dezell, [title]
Vice President of SCI Maryland a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: 11-13-07



Leslie Robles
Notary Public
Print Name Leslie Robles
My commission expires 1-13-11

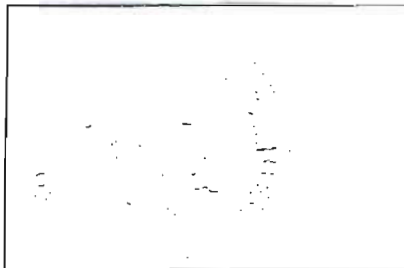
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Maryland)
) ss.
COUNTY OF Prince George)

I certify that I know or have satisfactory evidence that Kevin Foshier is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of T-Mobile Northeast LLC, a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/29/07



Shaya Samuel
Notary Public
Print Name Shaya Samuel
My commission expires 6/6/2011
Notary Public
State of Maryland
My Commission Expires 6/6/2011

(Use this space for notary stamp/seal)

CERTIFICATE OF SECRETARY
OF
SCI MARYLAND FUNERAL SERVICES, INC.

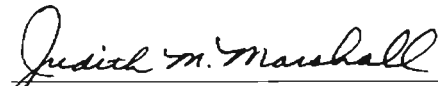
I hereby certify that I am the duly elected and acting Secretary of SCI MARYLAND FUNERAL SERVICES, INC., a Maryland corporation (the "Company"), that the following resolutions were unanimously adopted by the Board of Directors of the Company on November 13, 2007 and that said resolutions have never been amended or rescinded and are now in full force and effect.

RESOLVED, that Michael L. Decell, its Vice President, or any other officer of the Company, is authorized to negotiate and enter into such contract with T-Mobile Northeast, LLC as he shall deem reasonable and appropriate in conjunction with leasing a portion of the property known as Arbutus Memorial Park located in Baltimore, Maryland for a cellular facility; and

FURTHER RESOLVED, that any one of such officers is authorized to expend funds as shall be deemed reasonable and necessary to carry out the intent of the foregoing and to execute and deliver all writings, documents, instruments, and do all things necessary to effect the foregoing resolutions on substantially the terms set forth.

Dated: November 13, 2007

[corporate seal]



Judith M. Marshall, Secretary

0012500 123

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted, and that it will execute such further assurances as may be requisite.

WITNESS the name and corporate seal of said body corporate and the signature of its President

WITNESS:

ARBUTUS MEMORIAL PARK, INC.

Charles L. Marshall

By: William J. Callis, Jr.
President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, That on this 14 day of January, 1998, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William J. Callis, Jr. who acknowledged himself to be the President ARBUTUS MEMORIAL PARK, INC., a corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation as such officer, and certified that this conveyance is part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michael J. Howard
Notary Public

My Commission Expires: 7/1/98



THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT HAS BEEN PREPARED BY, OR UNDER THE SUPERVISION, OF THE UNDERSIGNED MARYLAND ATTORNEY, OR BY A PARTY TO THIS INSTRUMENT.

Stewart M. Hurtt
Stewart M. Hurtt

20.4 6

ST. JOHN'S College and School
GUEST
THANK YOU FOR JOINING US

PETITIONER'S

EXHIBIT NO.

9

2008.04.16

PETITIONER'S

EXHIBIT NO. 10A



2008.04.16

PETITIONER'S

EXHIBIT NO. 106

AMRISH GARG

Mobile: +1-571-278-0342

Email: amrish.garg@t-mobile.com

EXPERIENCE SUMMARY:

Total work experience of more than 13 years (all in GSM). Has excellent exposure in RF planning and optimization on GSM systems (900/1800/1900 bands).

SPECIFIC AREAS OF EXPERTISE:

- Familiar with all areas of Radio network design and performance.
- Nominal cell plan design, site selection & approval.
- Proficient in RF tools such as Planet, Odyssey, CellCAD, Asset, TEMS, GIMS, MapInfo, OSS, OptPCS, FICS, Chase.
- Proficient in using and implementing Radio Network features using CHA and CNA utilities of OSS (Ericsson).
- Good knowledge of Ericsson RNO utilities such as NCS, MRR.
- Network Tuning & Optimization of Radio Network Features.
- Excellent knowledge of traffic and statistical analysis, features & network enhancement.
- Frequency and traffic planning.
- Drive test and process results.
- Indoor coverage solutions including Micro cells & repeater systems.
- Multi vendor exposure – Ericsson, Nortel, Siemens and Motorola.

CAREER PROFILE/ EXPERIENCE/ ASSIGNMENTS:***Employer: Telecom Technology Services Inc. USA (TTS Inc. USA)******Position: Principal RF Engineer******Duration: September 2003 - Present*****February 2005 – Present****Client: T-Mobile, Washington DC-Baltimore Market USA**

- Monitoring and Optimization of all major KPIs of the network (Vendor ERICSSON).
- Real time monitoring and database parameters tuning using CHA, CNA.
- Network tuning using Ericsson RNO utilities such as NCS, MRR.
- Drive test data analysis using TEMS and OptPCS.
- Resolving customer's complaints related to RF.
- Planning and designing sites in the Washington Metro area and coordinating all activities to make sites on-air.
- Voice and Data Traffic Planning and Analysis.
- Coordination of all RF related issues in the network.

November 2004 – January 2005**Client: T-Mobile, Bay Area (San Francisco) Market USA**

- Helped in Market handover from Cingular Wireless to T-Mobile.
- Analysis of major KPIs of the network.

September 2003 – November 2004**Client: T-Mobile, Washington DC-Baltimore Market USA**

- Optimization of the PCS 1900 network (Vendor ERICSSON) in Washington DC- Baltimore area.
- Real time monitoring and database parameters tuning using CHA, CNA.
- Network tuning using Ericsson RNO utilities such as NCS, MRR.

PETITIONER' S

- Traffic Planning and Analysis.
- Drive test data analysis using TEMS and OptPCS.
- Suggesting antenna tilts and orientations for optimization.
- Resolving customer's complaints related to RF.
- Coordination of all RF related issues in the network.

Employer: Teleworx Consulting Inc. USA

Position: Senior RF Engineer

Duration: April 2000 – September 2003

May 2001 – September 2003

Client: T-Mobile, New York Market USA

- Optimization of the existing high traffic PCS 1900 network (Vendor NORTEL and ERICSSON) in New York City.
- Was actively involved in optimization of RF network post 9/11 attack on New York City, thus helped the network in recovering from disaster.
- Traffic Planning and Analysis.
- Frequency Planning using Frequency Hopping.
- Database parameters tuning for providing high quality service to customers.
- Expansion of the existing low capacity sites to much higher capacity sites to avoid congestion in the system.
- Design of cell split sites to offload high traffic sites and infill sites for low coverage areas.
- Design Review Presentation for the senior management.
- Candidate site selection, ranking and evaluation.
- Coordination of all RF related issues, which comes on the way, everyday, in the world's financial capital, New York.

June 2000 – April 2001

Client: AT&T Wireless Services, Washington DC-Baltimore Market USA

- Management of all issues for the design of PCS network.
- Coordination and assistance in defining the coverage areas.
- Preparation of search rings.
- Candidate site selection, ranking and evaluation.
- Attend/present to zoning hearings, planning commission hearings, neighborhood/ pre-zoning meetings.
- Neighbor List Assignment, Frequency Plan Review, Interference Analysis.

Independent Consultant

July 1999 – December 1999

Client: Lucent Technologies Sydney, Australia

- Designed and planned GSM/DCS1800 Startup project for phase 1 and 2.
- Cell site Designing, Frequency Planning.
- Traffic Planning and Analysis.
- Micro Cell planning.
- Optimization of the network.
- Coordination of all RF related issues.

Employer: SIEMENS Public Communication networks Limited INDIA

Position: Senior Executive

Duration: April 1995 – July 1999

February 1998- June 1999**Client: Pacific Cellular Corporation (SIEMENS Germany Project in Taiwan ROC)**

- Leadership role in optimization of the present GSM/DCS 1800 network of approx. 2200 sites.
- Traffic Analysis and forecast growth for phase 2 and 3.
- Addition of capacity sites, which included micro sites.
- Implementation of Interference reduction techniques, which included Frequency Hopping, Concentric Cell etc.
- Analysis of network behavior with respect to multifold subscriber increase (at a rate of 100 thousand/month).
- Training on general concepts/ new features to RF engineers.

December 1995- January 1998**Client: Essar/ Swisscom (3 Major states in India)**

- GSM 900 project
- Model Tuning
- Site and Clutter Survey
- Drive Test Analysis
- Expansion of network with additional of capacity sites.
- Traffic Analysis and Optimization.
- Coordination of all RF related issues.

April 1995 - November 1995**Client: BPL Mobile Communication Limited, Mumbai India**

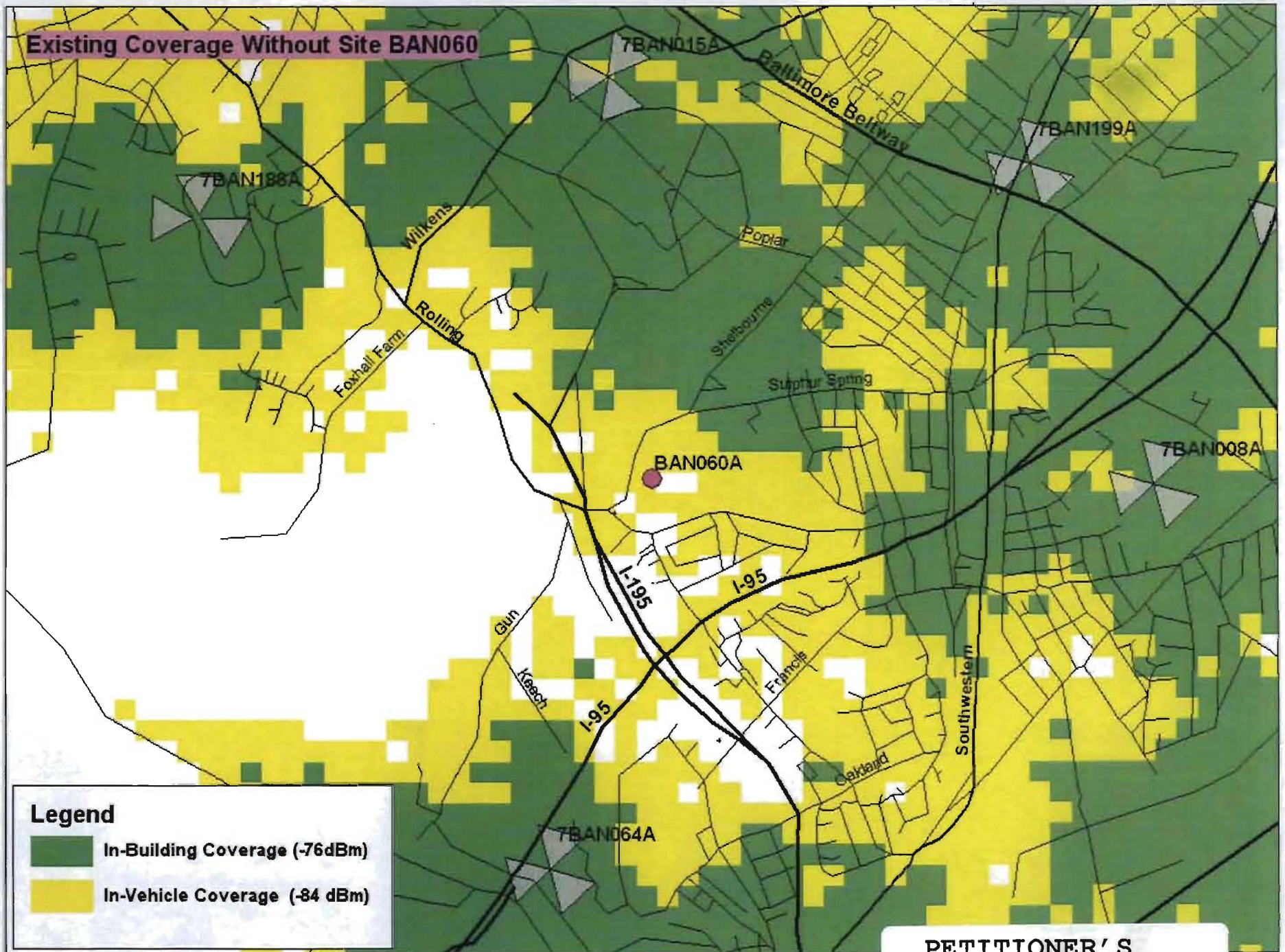
- Involved in the setup of India's first and foremost mobile networks from its inception. (BPL Mobile GSM 900 Network - Mumbai, India)
- Base Station Commissioning: Worked on Motorola Base Station for BPL Mobile Network, Mumbai, India.
- Database creation for all the network elements in the Network.
- Worked on Motorola Operation and Maintenance Center for Radio.
- Project Coordination/Management: Worked as Project Coordinator with BPL Mobile Communication Limited, Mumbai, looking after all the issues related to the project and coordinating them with the customer/operator.
- Also worked as Assistant Project Manager with Spice telecom, Chandigarh, India.

TRAINING AND SPECIALIZATION:

- Specialized in Motorola BSS for GSM
- Specialized in Siemens BSS for GSM
- Trained on UNIX operating system
- Trained on SOLARIS (system Administration)
- Specialized in Radio Network Planning and Optimization.
- Trained on Antenna Systems.
- Trained on Telecom Safety.

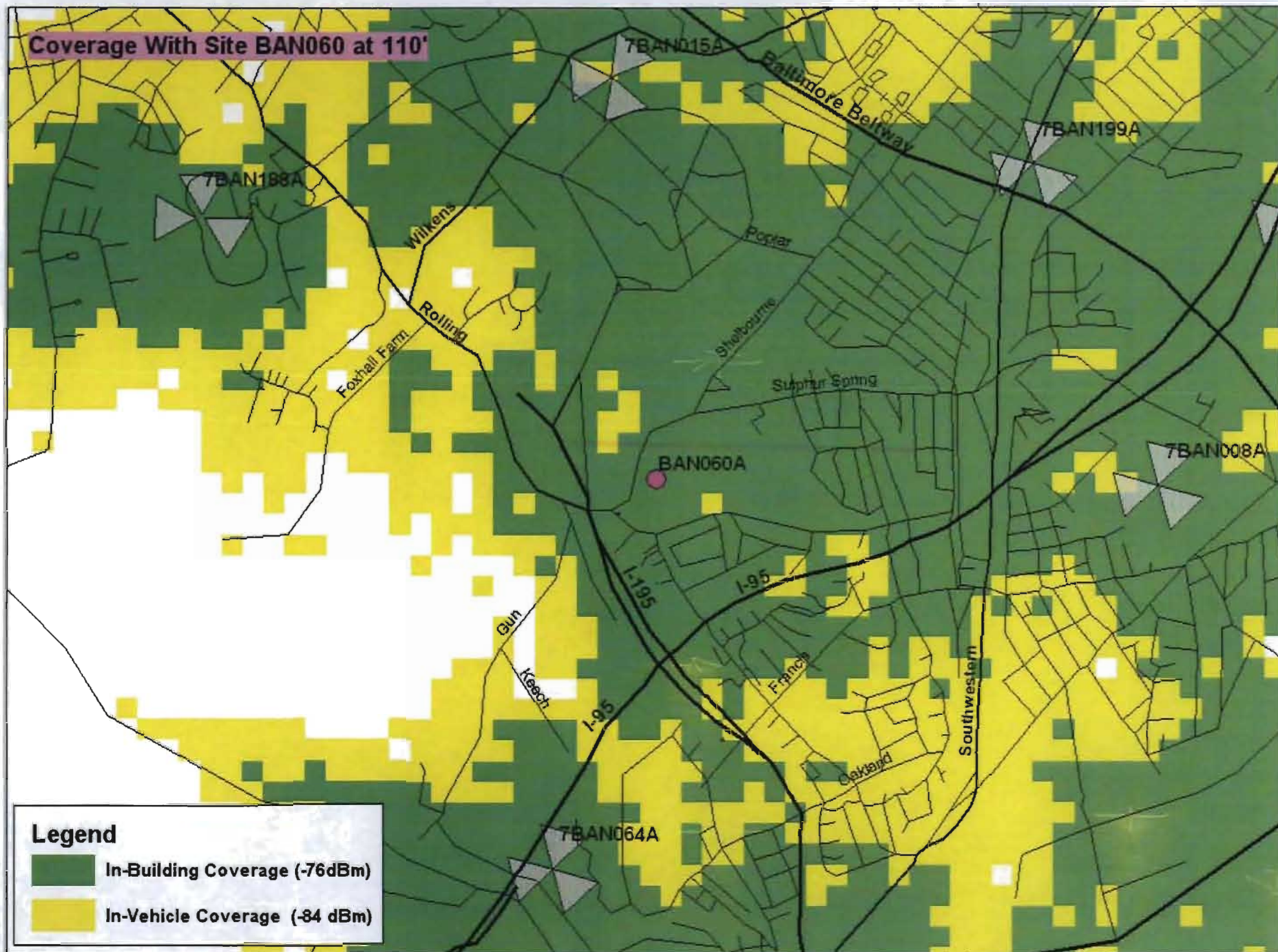
EDUCATIONAL QUALIFICATION (PROFESSIONAL):

Bachelor of Engineering in 'Electronics & Communication' (4 years course) from Malaviya Regional Engineering College, Jaipur, India.



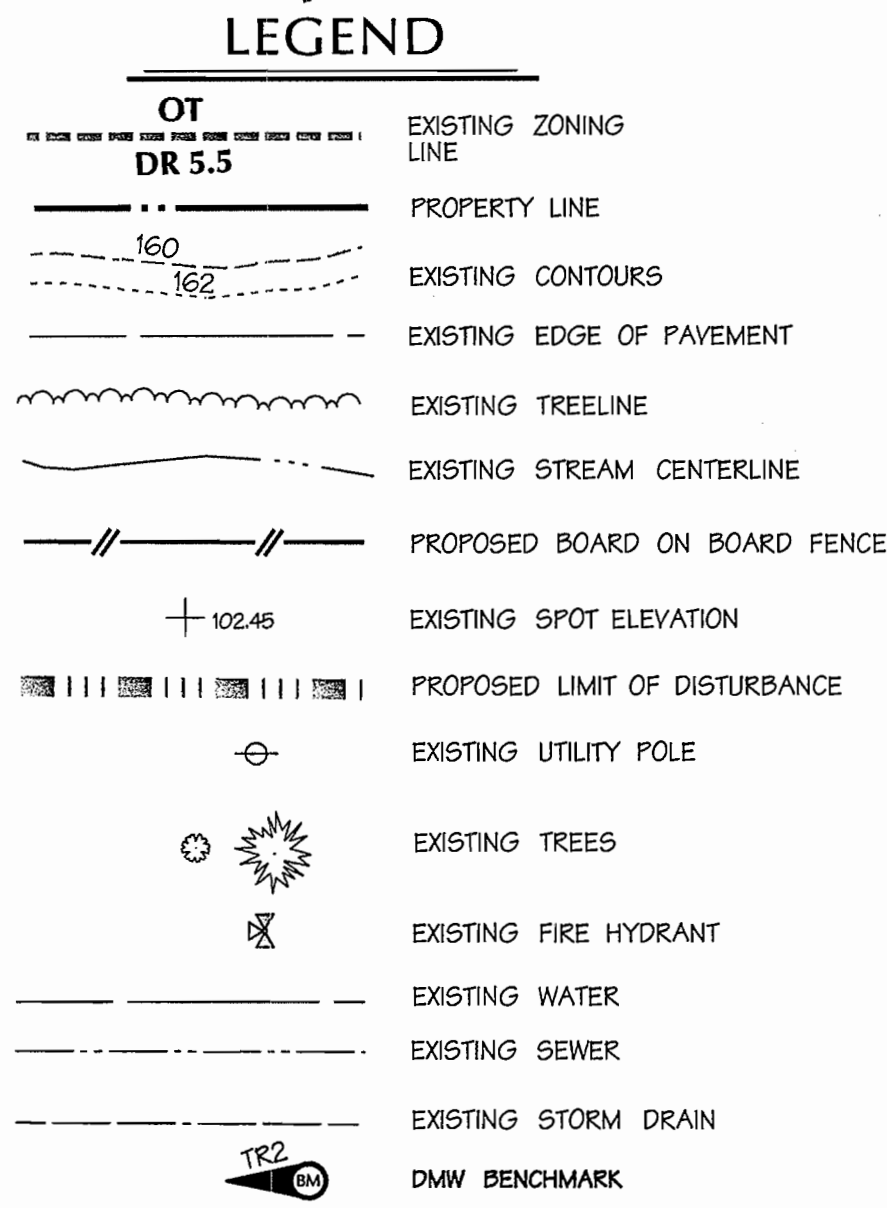
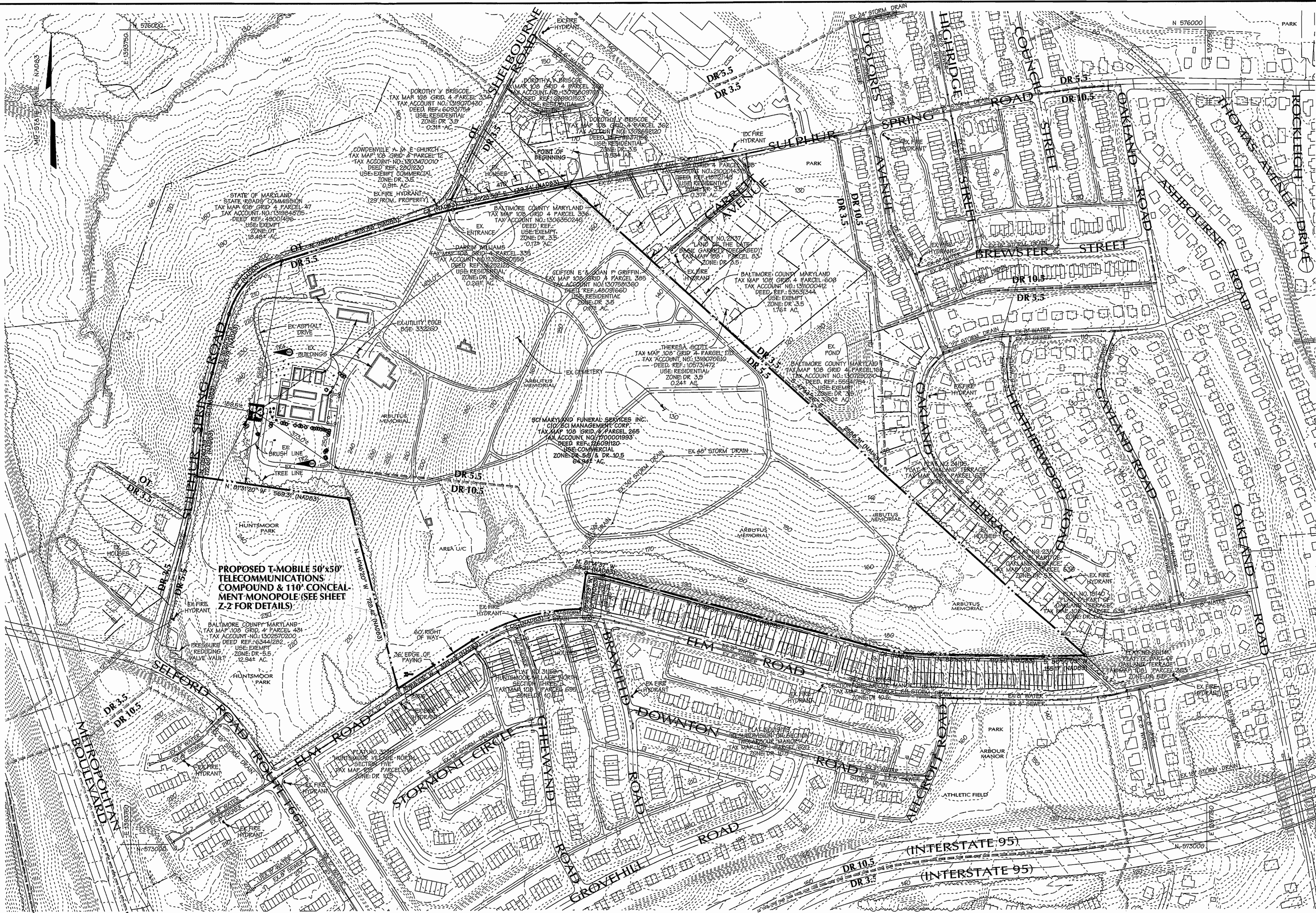
PETITIONER'S

EXHIBIT NO. 12



Ref 13

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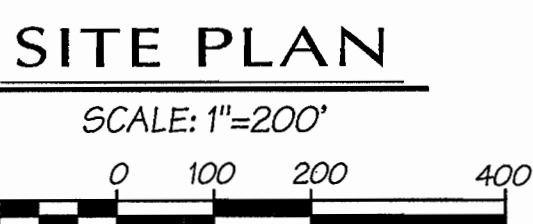


MONOPILE SETBACKS

	REQUIRED	PROVIDED
FRONT	200'	565.0'±
REAR	200'	264.0'±
SIDE	10'	189.5'±
SIDE	200'	143.0'±

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1 (NAD83)	10°40'11"	180.00'	214.16'	N 11°02'45" E	213.85'	107.39'
C2 (NAD83)	57°05'57"	230.00'	269.00'	N 44°53'49" E	277.19'	157.78'
C3 (NAD83)	0°49'04"	1000.00'	86.29'	N 75°58'23" E	86.22'	42.68'
C4 (NAD83)	1°03'20"	1044.00'	256.11'	N 81°51'07" W	255.47'	128.70'
C5 (NAD83)	32°18'19"	750.00'	422.88'	N 73°27'13" E	417.30'	217.22'



ZONING REQUEST

Petition Request for Special Exception to allow a telecommunications tower less than 200 ft. in height in a residential zone as required by section 426.5(D) of the Baltimore County Zoning Regulations.

Petition Request for Special Hearing to amend zoning case no. 93-463-SPHXA (including the approved site plan).

BENCHMARKS

DESCRIPTION

TR2 CAP & REBAR N 574405.408 E 1394367.708 ELEV. 256.55	TR4 CAP & REBAR N 574816.419 E 1394283.485 ELEV. 236.05
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ZONING HISTORY

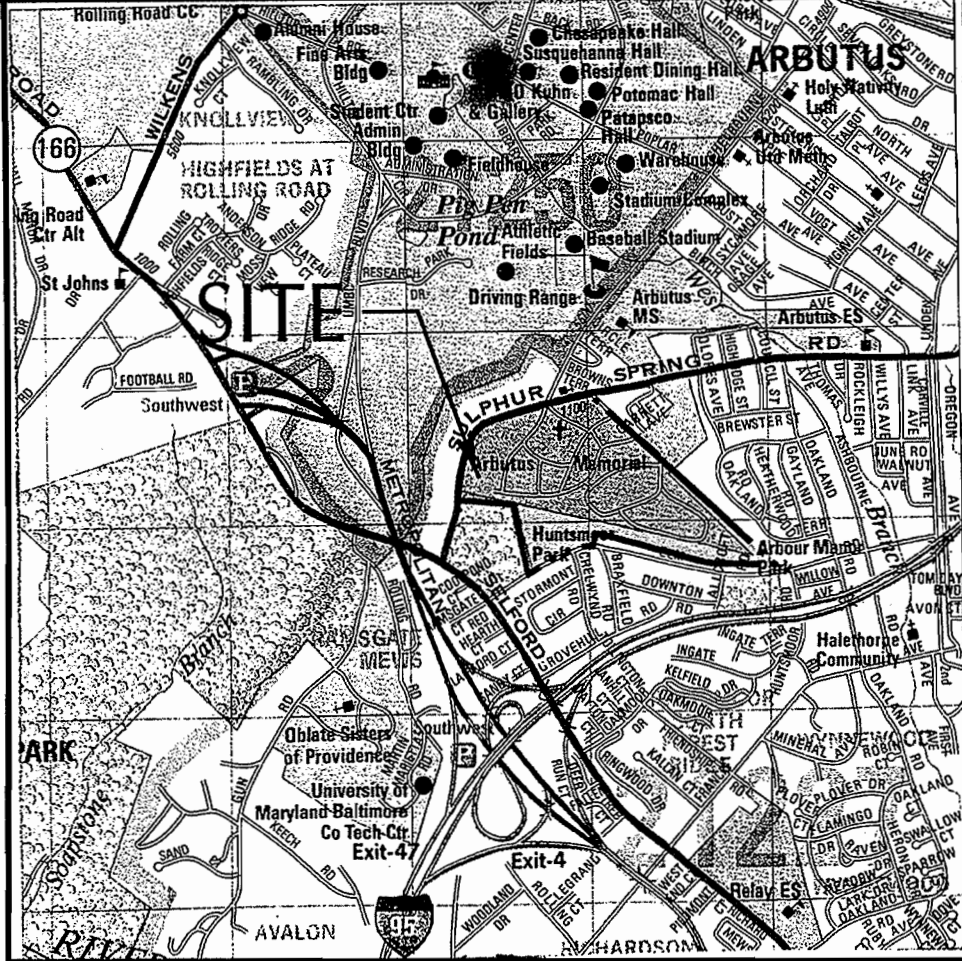
Case #171
Petition: reclassification for a public colored cemetery for Katie Williams
Order: petition granted 7-21-41

Case #2351
Petition: reclassification from "A" residence zone to "D" residence zone (reason: erosion of group houses)
Order: petition granted 8-8-52 (reason: adjacent to property reclassified "D" residential in case #2311)

Case #178-209-A
Petition: variance to permit a 20' setback (building face to building face) between mausoleums in lieu of required 80'
Order: petition granted 3-30-78

Case #93-463-SPHXA
Petitions:
1. special exception to operate a cemetery in portion of site zoned DR 5.5
2. special hearing to establish a nonconforming use for a cemetery in that portion of the site zoned DR 10.5 (particularly, property owner requests that validity & boundary of 1941 special permit approval for cemetery be verified)
3. special hearing for determination that Residential Transition Areas do not apply to the site from the adjacent Baltimore County parcel which is more than 2 acres
4. variance to permit a minimum setback of 10' between nonresidential buildings within area designated on site plan, in lieu of required 70' maximum
Order: petitions granted 8-13-93

PETITIONER'S
EXHIBIT NO. 1A



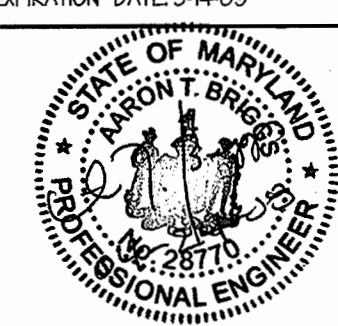
VICINITY MAP

SCALE: 1"=2000'

GENERAL NOTES

- Current Owner: SCI Maryland Funeral Services Inc. c/o SCI Management Corp. Property Tax Dept., 8th Floor P.O. Box 130548 Houston, TX 77213-0548
- Contract Lessee/Applicant: T-Mobile Northeast LLC 12050 Baltimore Avenue Beltsville, Maryland 20705
- Site Area: 64.94 acres = 2,828,786.40 sq. ft.
- Existing Use: Cemetery
- Site Address: 1101 Sulphur Spring Rd. Arbutus, MD 21227
- Site Data: Tax Map 108 Grid 4 Parcel 265 Dated Reference: 12/09/122 Tax Account Number: 1700001993 Election District: 13 Councilmanic District: 1 Zone: DR 5.5 & DR 10.5
- Proposed Concealment Monopole Location: Latitude: N 39°14'38.52" (NAD 83) Longitude: W 76°42'39.16" (NAD 83) Ground Elevation: 254.0' AMSL (NAVD 88) Proposed Concealment Monopole Height (including antennas): 110'± AGL Total Proposed Concealment Monopole Elevation: 364.0' AMSL (NAVD 88)
- The topographic information shown hereon, in the area of the proposed compound, is taken from a DMW field survey on 7-26-07. The topographic information shown hereon, outside the area of the proposed compound, is taken from Baltimore County Digital GIS. Boundary information shown hereon is based upon a Boundary Survey prepared by Summerville Land Survey together with a deed recorded among the Land Records of Baltimore County, Maryland, in Liber 12609, Folio 120, and DMW field located evidence rotated to meet NAD 83 Coordinates. This plan is not the result of a DMW boundary survey and, therefore, is subject to change. This plan may be subject to easements and restrictions that may be recorded or unrecorded and may not be shown hereon.
- No water or sanitary utilities are required for the proposed facility.
- There is no ex. well & septic on record for this property.
- There are no new signs proposed for this facility.
- No tower lights are proposed for this facility, unless required by the Federal Aviation Administration.
- Existing utility location information shown on these plans is for the contractors convenience only. While the information shown has been gathered from surveys and sources deemed to be reliable, the correctness or completeness of the information shown is not warranted or guaranteed. The contractor shall verify all information to his own satisfaction.
- The contractor is to notify Miss Utility (800)-257-7777 a minimum of 3 working days prior to any construction or excavation. The contractor is to also notify a private utility contractor for all on-site utility locations.
- The proposed tower and compound location is not located within a 100 year flood plain as per the National Flood Insurance Program, flood insurance rate map community panel number 240010-0502-C revised July 16, 2004.
- Proposed work includes the installation of (1) equipment cabinet (+ 2 future), a power cabinet, and a battery cabinet on a proposed 10'x20' concrete pad at the base of a proposed 110' high concealment monopole inside a proposed 50'x50' fenced gravel compound. A proposed 12' utility backboard with meter and disconnect and a proposed csc cabinets are to be installed inside the proposed compound. A proposed transformer is to be installed next to the proposed compound. (5) proposed antennas are to be mounted on the proposed concealment monopole at a centerline height of 106' AGL.
- Required number of employees: 0 (unmanned facility)
- Required number of parking spaces: 0 (unmanned facility; existing parking on site to provide space for (1) maintenance vehicle)
- Ground disturbance for this telecommunications facility: 2500.0± s.f.
- The applicant shall provide a certification from a registered engineer that the structure will meet the applicable design standards for wind loads of the Electronic Industries Association (EIA) for Baltimore County.
- Zoning information is taken from Baltimore County Official Zoning Maps No. 108B1 & 108C1.
- The proposed compound is not located within the Chesapeake Bay Critical Area.
- The subject property is not listed as a Maryland Historic Property. The subject property is not located within a Baltimore County Historic District or National Register District. This information was obtained from the Historic Districts map on the Baltimore County website.
- There are no existing building permits on record for this property.
- Class "A" screening to be provided if required by the Baltimore County.
- Applicant agrees to section 426.6 D. & E. in Baltimore County Zoning Regulations.
- No CRG, DRG, or waivers are on record for this site.

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 28770 EXPIRATION DATE: 5-14-09



DRAWING TITLE: PLAN TO ACCOMPANY REQUEST FOR SPECIAL EXCEPTION & SPECIAL HEARING	PROJECT: 7BAN060A	UNMANNED WIRELESS COMMUNICATION SITE	DRAWING: MSR	CHECKED BY: MDM	DATE CHECKED: 8-10-07	PROJECT NO.: 0700	SHEET SCALE: AS SHOWN
	13th ELECTION DISTRICT						
PROJECT: 7BAN060A		ARBUS CEMETERY		1101 SULPHUR SPRING RD ARBUS, MD 21227		BALTIMORE COUNTY, MD	
T-Mobile Northeast LLC		SITE NO. 7BAN060A		ARBUS CEMETERY		1101 SULPHUR SPRING RD ARBUS, MD 21227	

DMW
DAFT MCCUNE WALKER INC
200 EAST PENNSYLVANIA AVENUE • TOWSON, MD 21286
P: 410 298 3333 F: 410 298 4708 WWW.DMW.COM
A TEAM OF LAND PLANNERS, LANDSCAPE ARCHITECTS,
ENGINEERS, SURVEYORS & ENVIRONMENTAL PROFESSIONALS

SCHEDULE OF REVISIONS

NO.	DATE	REVISION
1	4-23-08	REVISED STRUCTURE TO CONCEALMENT MONOPILE & EXTENDED HEIGHT TO 107' PER TRC COMMENTS
2	9-4-07	ISSUED FOR FINAL REVIEW
3	8-10-07	PRELIMINARY REVIEW
4	8-10-07	USE OF CHANGES



Plan Sheet: 108C1

Note:
The zoning depicted in this application incorporates the actions associated with County Council Bills 82-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04 adopted by the County Council on August 31, 2004. The action associated with County Council Bill 130-04 adopted on December 6, 2004 is also depicted. In addition, County Board of Appeals actions from MC 05-01, MC 05-02, MC 05-03, and MC 05-04 on February 9, 2005 are represented in this application.

Legend

Zoning
 Streams
 Vegetation
 Buildings
 Roads
 Rail Lines

Baltimore County

Office of Planning and Zoning

Official Zoning Map

101A3	101B3	101C3	102A3	102B3
108A1	108B1	108C1	109A1	109B1
108A2	108B2	108C2	109A2	109B2

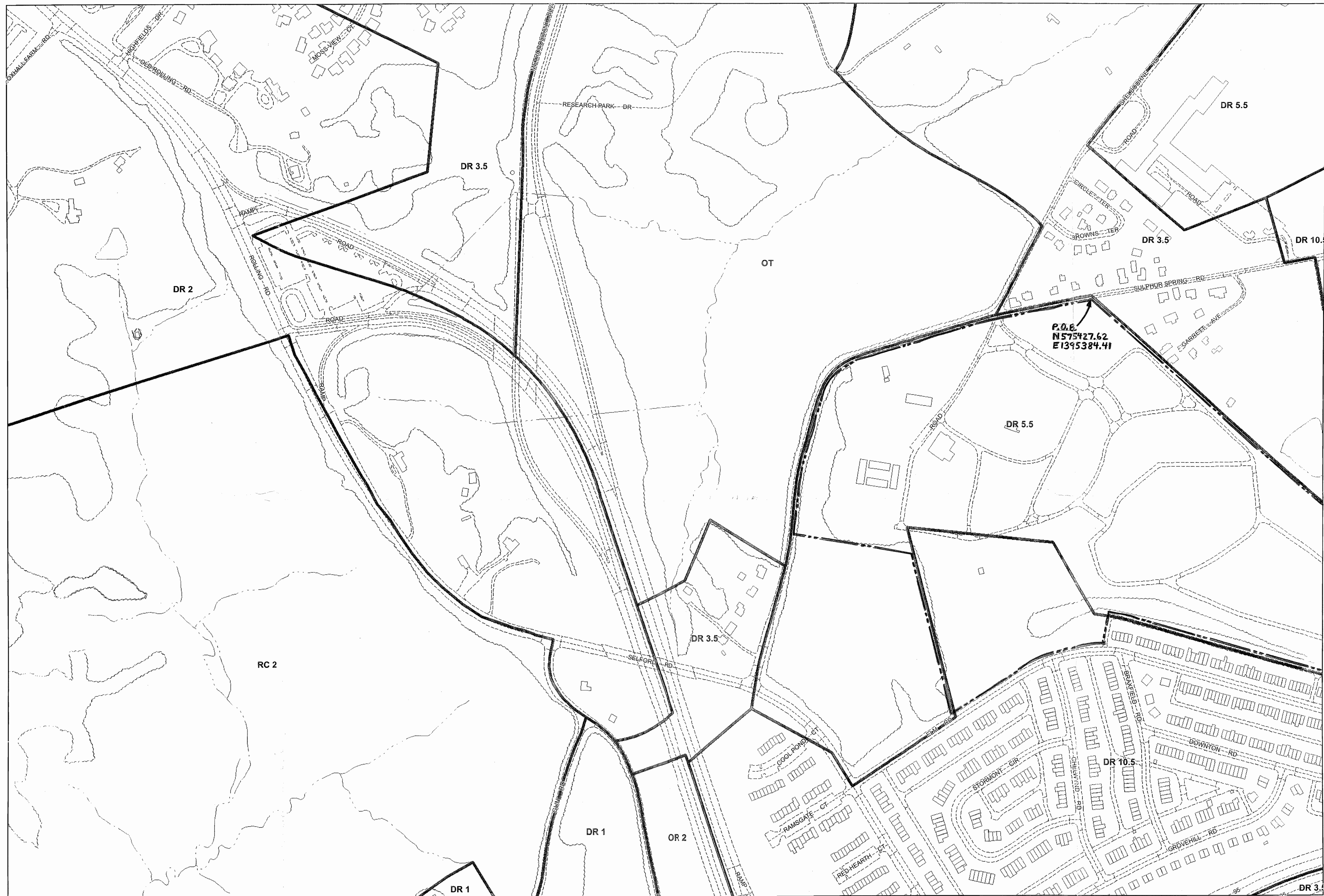
Scale

1" = 200'

0 100 200 400 Feet

1

Data Sources:
Planometric Data - Baltimore County
OIT/GIS Services Unit
1:2400, from 1995/96 photography
Zoning - Baltimore County Office of Planning
1:2400, 2004



Plan Sheet: 108B1

Note:
The zoning depicted in this application incorporates the actions associated with County Council Bills 82-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04 adopted by the County Council on August 31, 2004. The action associated with County Council Bill 130-04 adopted on December 6, 2004 is also depicted. In addition, County Board of Appeals actions from MC 05-01, MC 05-02, MC 05-03, and MC 05-04 on February 9, 2005 are represented in this application.

Legend

- Zoning
- Streams
- Vegetation
- Buildings
- Roads
- Rail Lines

Baltimore County Office of Planning and Zoning Official Zoning Map

100C3	101A3	101B3	101C3	102A3
107C1	108A1	108B1	108C1	109A1
107C2	108A2	108B2	108C2	109A2

Scale

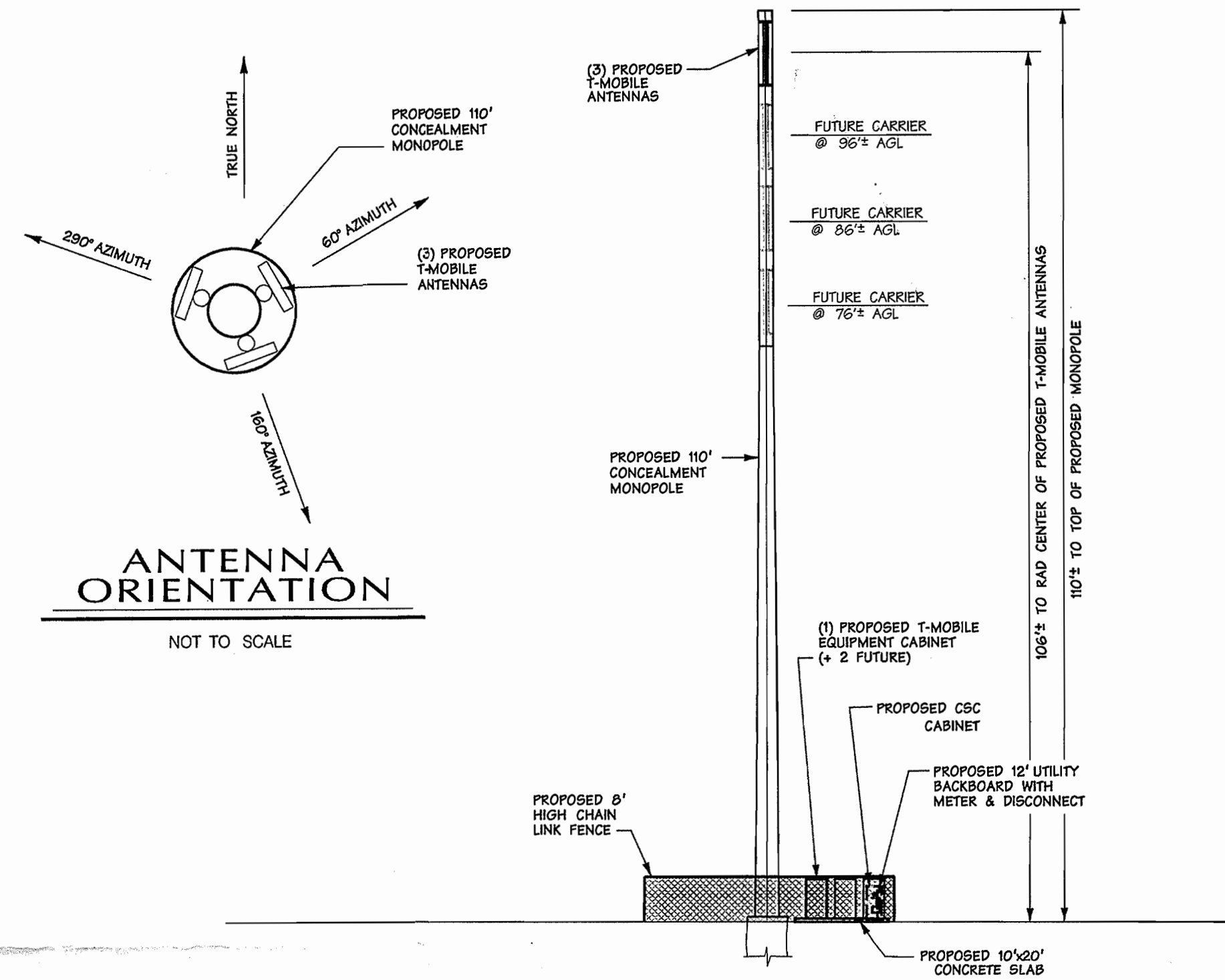
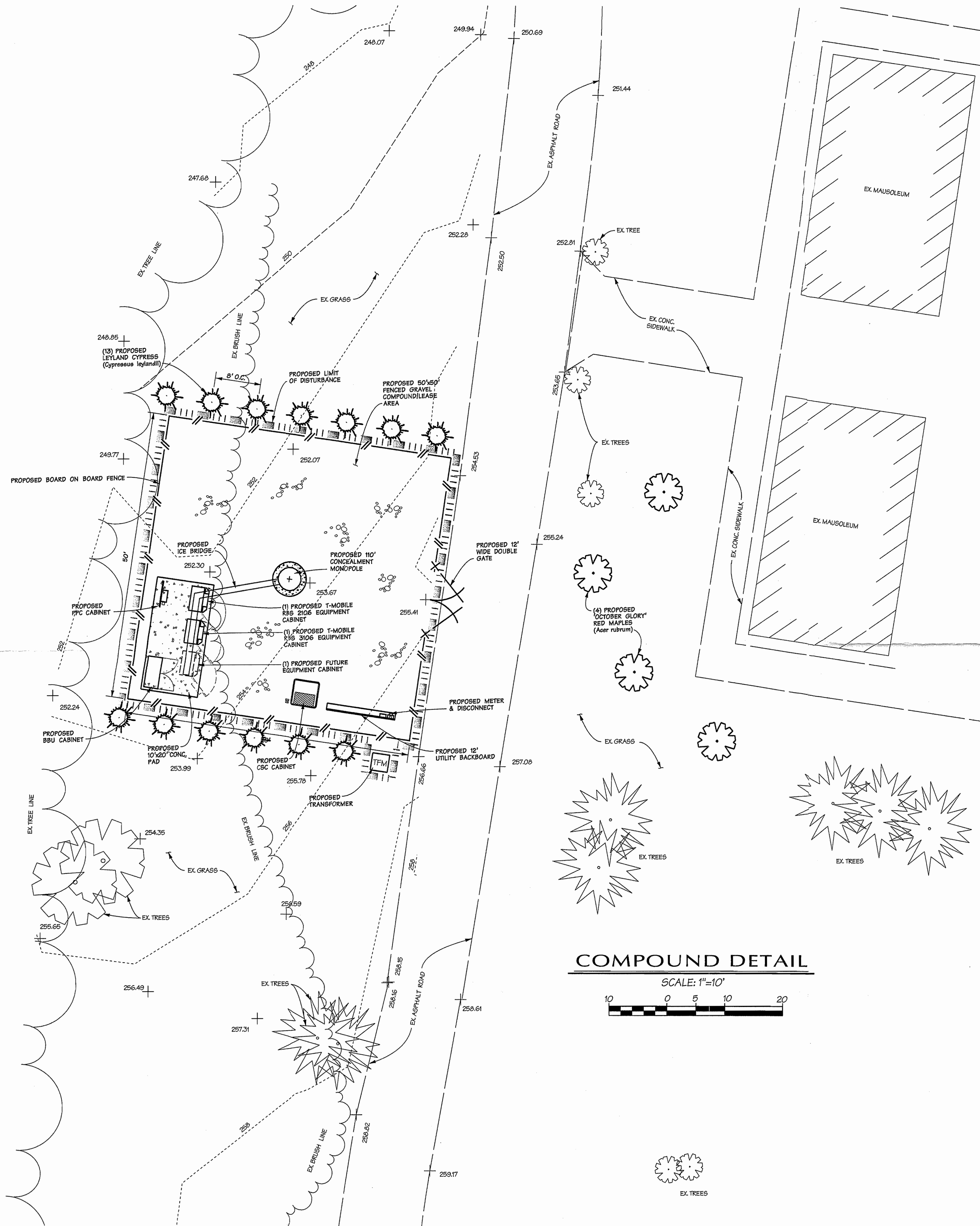
1" = 200'

0 100 200 400
Feet

1

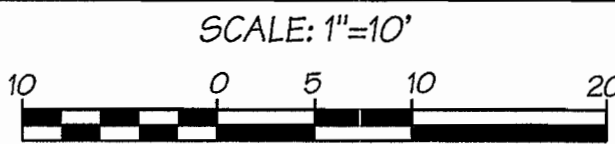
Data Sources:
Planimetric Data - Baltimore County
GIS Services Unit
1:2400, from 1995/96 photography
Zoning - Baltimore County Office of Planning
1:2400, 2004

MD STATE PLANE - NAD83



MONOPOLE ELEVATION
NOT TO SCALE

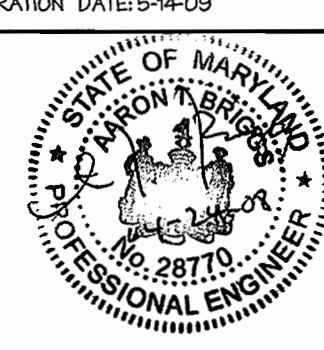
COMPOUND DETAIL



LEGEND

- OT DR 5.5 EXISTING ZONING LINE
- PROPERTY LINE
- EXISTING CONTOURS
- EXISTING EDGE OF PAVEMENT
- EXISTING TREELINE
- EXISTING STREAM CENTERLINE
- PROPOSED BOARD ON BOARD FENCE
- EXISTING SPOT ELEVATION
- PROPOSED LIMIT OF DISTURBANCE
- EXISTING UTILITY POLE
- EXISTING TREES
- EXISTING FIRE HYDRANT
- EXISTING WATER
- EXISTING SEWER
- EXISTING STORM DRAIN

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 28770, EXPIRATION DATE: 6-14-23



PETITIONER'S
EXHIBIT NO. 1B

DRAWING TITLE: PLAN TO ACCOMPANY REQUEST FOR SPECIAL EXCEPTION & SPECIAL HEARING	DRAWN: MSR	CHECKED BY: MDM	DATE CHECKED: 07/10/23	PROJECT NO.: 07010	SHEET SCALE: AS SHOWN																									
	PROJECT: 7BAN060A UNMANNED WIRELESS COMMUNICATION SITE																													
	T-Mobile Northeast LLC																													
	SITE NO. 7BAN060A ARBUTUS CEMETERY 1101 SULPHUR SPRING RD ARBUTUS, MD 21227																													
SCHEDULE OF REVISIONS																														
<table border="1"><thead><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION OF CHANGES</th><th>BY</th><th>CHKD.</th></tr></thead><tbody><tr><td>1</td><td>4-23-08</td><td>PREPARED STRUCTURE TO CONCEAL- HIDE MONOPOLE & EXTENDED HEIGHT TO 110' PER TRC COMMENTS</td><td>MSR</td><td>MDM</td></tr><tr><td>2</td><td>9-4-07</td><td>ISSUED FOR FINAL REVIEW</td><td>MSR</td><td>MDM</td></tr><tr><td>3</td><td>8-10-07</td><td>PRELIMINARY REVIEW</td><td>MSR</td><td>MDM</td></tr><tr><td>4</td><td>8-10-07</td><td>DESCRIPTION OF CHANGES</td><td>MSR</td><td>MDM</td></tr></tbody></table>						NO.	DATE	DESCRIPTION OF CHANGES	BY	CHKD.	1	4-23-08	PREPARED STRUCTURE TO CONCEAL- HIDE MONOPOLE & EXTENDED HEIGHT TO 110' PER TRC COMMENTS	MSR	MDM	2	9-4-07	ISSUED FOR FINAL REVIEW	MSR	MDM	3	8-10-07	PRELIMINARY REVIEW	MSR	MDM	4	8-10-07	DESCRIPTION OF CHANGES	MSR	MDM
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