



STAFF APPROVAL NO. **51-SA-2010**

SUBMIT ONE COPY OF THIS APPROVAL LETTER WITH THE FOLLOWING PLAN SETS TO THE ONE-STOP SHOP FOR 15-DAY PLAN REVIEW:

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

PROJECT NAME: Patio Addition for Bonfire Bar and Restaurant

LOCATION: 7210 E 2nd St

PARCEL: 130-23-199A QUARTER SECTION: 16-45

COMPANY NAME: John Reddell Architects Inc

APPLICANT'S NAME: John Reddell

ADDRESS: 7524 E Angus Dr Ste A Scottsdale, AZ 85251-6417

PHONE: 480-946-0242 FAX: 480-946-0182

REQUEST: Addition to existing patio and addition of an entry covering.

STAFF APPROVAL NOTIFICATION

This letter is notification that your REQUEST is approved conceptually by Planning and Development Services Staff. Plans shall be submitted for permits as required by the One-Stop Shop.

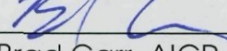
This approval expires one (1) year from date of approval if a permit is required but has not been issued.

These stipulations are in order to protect the public health, safety, welfare, and the City of Scottsdale.

X STIPULATIONS:

1. Final plan submittal must be in conformance to the plans submitted with this Staff Approval with a City approval date of 03/23/2010, except as modified below. Any significant proposed modification shall require reapproval through the Current Planning Division.
2. With the final plan submittal the developer shall revise the plans to show five (5) standard parking stalls on parcel 130-23-200A (7220 E 2nd Street) accessed straight in from the alley. Parking stalls shall be improved to minimum dust control standards and shall be setback a minimum twelve (12) feet from the alley centerline.

RELATED CASES: 25-LL-2010

SIGNATURE: 
Brad Carr, AICP

Date Approved: 03/23/2010

STAFF: Please distribute to the list below and return this letter, along with approved plans, to the Coordination Specialists.

- c Project File
- Applicant

CT82879

OK to Submit [Signature] 2/2/10



Staff Approval Application Submittal Requirements

Project Name: FURIO City Staff Contact: BRAD CARR

Project Address: 7210 E 2ND STREET

Zoning: D/RS-1 A.P.N.: 130-23-198 Quarter Section: 16-45

Associated References: Project Number: 61-PA-2010 Plan Check Number _____ Case(s) _____

Request: MODIFICATION TO PATIO & ENTRY COVER

Is there an outstanding Code Enforcement citation or Notice of Compliance? Yes No If yes, provide a copy.

Owner: RDC RESTAURANTS LLC Applicant: JOHN REDDELL

Company: _____ Company: JOHN REDDELL ARCHITECTS

Phone: 602-390-6115 Fax: 480-807-1275 Phone: 480 946 0242 Fax: 480 946 0182

E-mail: CHERI-SMITH@QWEST.OFFICE.NET E-mail: JOHN@REDDPELLARCHITECTS.COM

Address: 9755 E BROWN RD MESA, AZ 85207 Address: 7524 E. ANGLUS DR #1 SCOTTSDALE, AZ 85251

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

- Completed Application (this form) and Application Fee-- \$ _____ (fee subject to change every July)
- Context Aerial with site highlighted
- Site Location Map
- Maricopa County Assessor's Parcel Map with site location highlighted
- Narrative describing nature of request
- Property Owner's Authorization, or signature below
- Homeowners/Property Owners Association Approval (if applicable).
- Color Photographs of site- including all areas of change.
- Site plan indicating extent and location of additions, buildings and other structures, indicate dimensions of existing and proposed structures, sidewalks, or driveways as well as any required setbacks.
- Lighting- provide cut sheets, details, photometric for any proposed lighting.
- Cross Sections- for all cuts and fills
- Floor Plan(s) of additions, alterations, or new structures. The floor plan shall be dimensioned and clearly delineate existing and proposed construction.
- Landscape Plan indicating location of existing and new plants, location and dimension of paving, a plant palette with names, symbols, sizes, spacing & quantities, and open space/landscaping calculations.
- Elevation Drawings or Color Photosimulations of new additions, buildings, or other changes with materials and colors noted and keyed to material samples.
- Material Samples- color chips, awning fabric, glazing, etc.
- Conceptual Grading & Drainage Plan showing existing & proposed drainage flows, channels and retention.
- Copy of Liquor License Application (For all bars/restaurants/patios)
- Airport Vicinity Development Checklist- provided
- Current Title Report
- Other: _____

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

Signature [Signature] Circle One: Applicant Owner

Date 1/21/10

Official Use Only:

Submittal Date: 2/2/10

City Staff Signature: [Signature]

Planning & Development Services Department

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



City of Scottsdale Cash Transmittal

82879

82879
 1 00220406
 02/02/10 PLN-1STOP
 AMBENNETT C0SDC30041
 2/2/2010 8:50 AM
 \$82.00

Received From :

JOHN REDDELL ARCHITECTS INC
 7524 E ANGUS DR STE A
 SCOTTSDALE, AZ 85251-6417
 480-946-0242

Bill To :

JOHN REDDELL ARCHITECTS INC
 7524 E ANGUS DR STE A
 SCOTTSDALE, AZ 85251-6417
 480-946-0242

Reference # 61-PA-2010	Issued Date 2/2/2010
Address 7210 E 2ND ST	Paid Date 2/2/2010
Subdivision SCOTTSDALE	Payment Type CHECK
Marketing Name	Cost Center
MCR 006-27	County No
APN 130-23-199A	Gross Lot Area 0
Owner Information	NAOS Lot Area 0
RDC RESTAURANTS LLC	Net Lot Area
9755 E BROWN RD	Number of Units 1
MESA, AZ 85207	Density
602-390-6115	Water Zone
	Water Type
	Sewer Type
	Meter Size
	QS 16-45

Code	Description	Additional	Qty	Amount	Account Number
3180	PRE-APPLICATION / SA		1	\$82.00	100-21300-44221

**** DUPLICATE ****
City of Scottsdale
 7447 E. Indian School Rd.
 Scottsdale, AZ 85251
 (480) 312-2500
 One Stop Shop

Date: 02/02/10 Cashier: AMBENNETT
 Office: PLN-1STOP Mach ID: C0SDC300416
 Tran #: 1 Batch #: 14146

Receipt: 00220406 Date: 2/2/2010 8:50 AM
 82879
 3180 PRE APPLICATION/SA \$82.00

TENDERED AMOUNTS:
 Check Tendered: \$82.00
 Transaction Total: \$82.00

Chk #: 82879

Thank you for your payment.
 Have a nice day!

**** DUPLICATE ****

SIGNED BY JOHN REDDELL ON 2/2/2010

Total Amount \$82.00

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

TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 82879

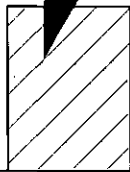
Indian School Rd.

Scottsdale Rd.

Civic Center

1st. Street

SITE LOCATION



2nd Street

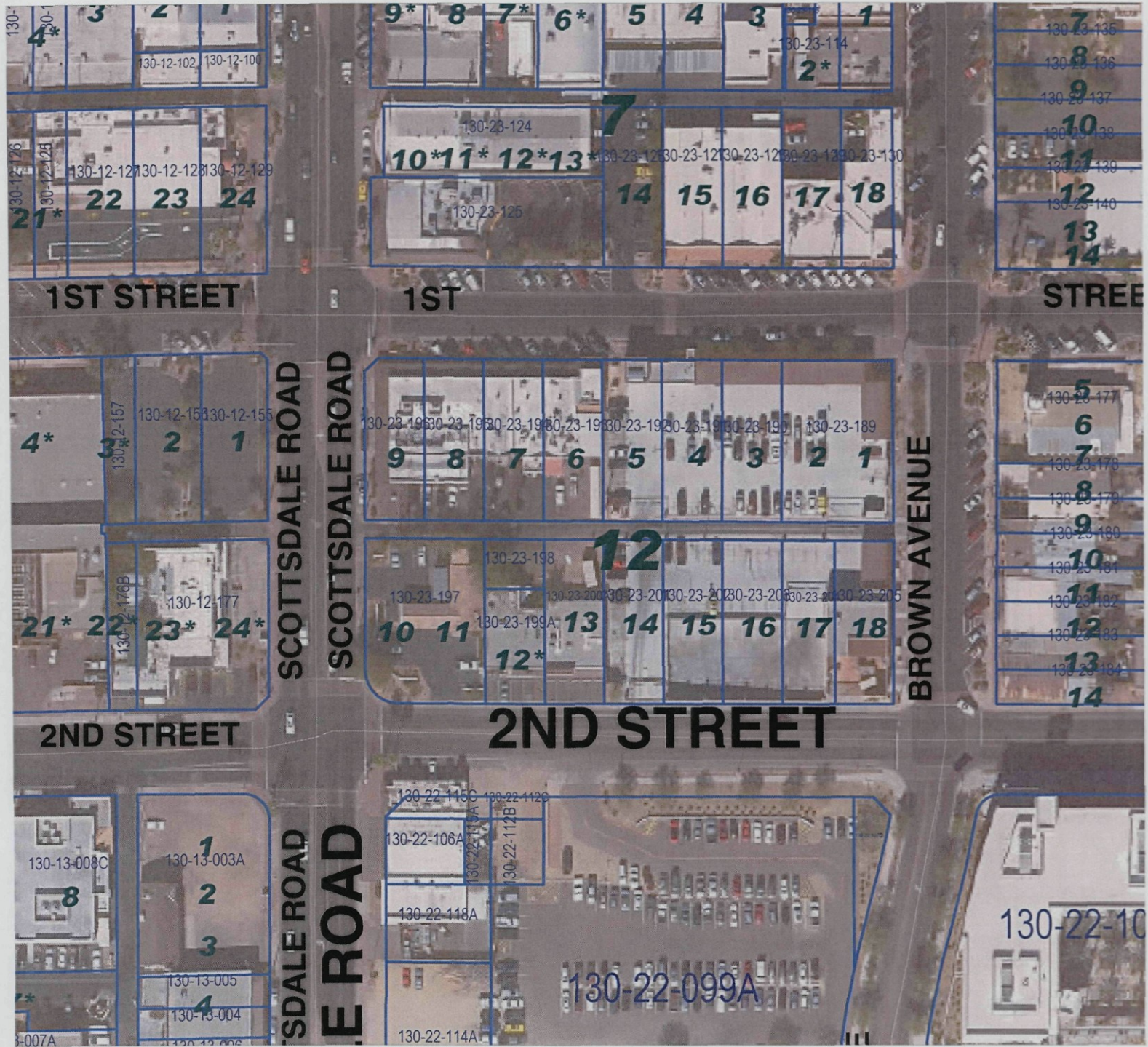
LOCATION MAP

N.T.S.

County Parcels



Context Aerial





Scottsdale

OPEN
BROKER
TRADE





Scottsdale PAWN SHOP

OPEN

Scottsdale
PAWN
SHOP





PARKING LICENSE AGREEMENT

KUTAK ROCK LLP
DRAFT 12/09/09

This Parking License Agreement ("Agreement") is executed as of December 18, 2009 ("Effective Date") by, RDC Restaurants, LLC, an Arizona limited liability company ("RDC") and SCOTTSDALE PAWN, a _____ ("Scottsdale Pawn"). RDC and Scottsdale Pawn are called, collectively, the "parties" and each, individually, a "party."

BACKGROUND

A. RDC Restaurants, LLC leases the restaurant space located at 7220 East Second Street, Scottsdale, Arizona 85251 (the "RDC Premises"), and the space located at 7210-7216 East Second Street, Scottsdale, Arizona 85251.

B. Scottsdale Pawn leases the adjacent space located at 7222 E. 2nd Street, Scottsdale Arizona, 85251 (the "Pawn Premises"), which is commonly owned with the property located at 7220 East Second Street.

C. The RDC Premises and the Pawn Premises share a common parking lot (the "Parking Lot"), and Scottsdale Pawn has been assigned certain parking spaces in the parking lot.

D. RDC desires to obtain from Scottsdale Pawn a license to park in, to, over, and across the assigned parking spaces of Scottsdale Pawn for the benefit of the RDC Premises, all as set forth in this Agreement.

AGREEMENT

RDC and Scottsdale Pawn establish the following license and related conditions, covenants, and restrictions:

1. **Limited Parking Rights the RDC Premises.** Scottsdale Pawn grants to RDC (and its patrons, customers, employees, contractors and invitees (generically, "Permittees") of the RDC Premises) for the benefit of the RDC Premises a nonexclusive license for parking over the assigned parking spaces of Scottsdale Pawn in the Parking Lot ("Parking Areas") solely during the hours of 6:00 P.M. through 3:00 A.M., Monday through Sunday.

2. **Non-Exclusive.** The license created above is non-exclusive and is subject to subject to the right of Scottsdale Pawn and its Permittees to use the Parking Areas for all purposes that are not inconsistent with this Agreement.

3. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. The parties irrevocably consent to jurisdiction and venue in the State of Arizona and agree that they will not attempt to remove or transfer any action properly commenced in the State of Arizona. The successful party in any court action brought to enforce or interpret any provision of this Agreement will be entitled to recover its reasonable attorneys' fees and court costs from the unsuccessful party.

4. **Miscellaneous.** Each party is entitled to exercise all rights and remedies available under Arizona law for defaults under or the enforcement of this Agreement, including temporary or permanent injunctive relief and/or specific performance and/or termination or revocation. This license is revocable only upon: (i) the termination of the lease of Scottsdale Pawn for the Pawn Premises; or (ii) the

termination of the leases of RDC for the RDC Premises. This Agreement may be amended or modified only by a written and recorded agreement executed by each party.

5. **Severability and Notice.** The invalidation of any provision of this Agreement by judgment or court order will in no way effect any of the other provisions of this Agreement, which will remain in full force and effect. All notices or other communications required or permitted to be provided pursuant to this Agreement will be in writing and will be delivered by personal delivery, sent by United States certified or registered mail (postage prepaid, return receipt requested), or sent by a nationally recognized overnight courier (e.g. Federal Express). All notices properly delivered, as provided above, are effective on the date of delivery (or refusal to accept delivery) if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight carrier for next day delivery if notice is given by nationally recognized overnight courier, or on the date of actual delivery as shown by the addressee's return receipt or refusal to accept delivery if notice is given by United States certified or registered mail.

6. **Term.** The term of this Agreement and license is perpetual, unless earlier terminated or revoked as described above.

7. **Time of Essence.** To the extent this Agreement requires timely performance of an obligation or requires the correction or cure of any non-performance within a stated period of time, time is of the strictest essence in the payment and performance of each parties' duties and obligations under this Agreement.

Dated and executed as of the Effective Date.

"Scottsdale Pawn"

"RDC"

a(n) RDC Restaurants, LLC, an Arizona limited liability company

By: TONY A. GRECO
Name: TONY A. GRECO
Title: OWNER

By: Cheri Smith
Name: CHERI SMITH
Title: MANAGING MEMBER

12/18/2009

Address: SCOTTSDALE PAWN
7222 E. 2ND ST
SCOTTSDALE, AZ 85251

Address: RDC Restaurants, LLC
9755 E. BROWN RD
MESA, AZ 85207

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"RDC"

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Name: TONY A. GRECO
Title: OWNER

By: Cheri Smith
Name: CHERI SMITH
Title: MANAGING MEMBER

12/18/2009

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