

**Application
Narrative
Cash Transmittal
Pre-Application
Pre-App Narrative
Pre-App Cash Transmittal
Project Data Sheet**



Development Review Board Application Checklist

At your pre-application meeting, your project coordinator will identify which items are required for submittal. Please note that **ALL** items checked will be required at the time of formal submittal.

PART I – GENERAL REQUIREMENTS

All Graphics And Plans Shall Be To Scale And Dimensioned

Req'd	Rec'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Development Review Board Application Checklist (<i>this form</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Application Fee – \$ <u>1,515</u> (subject to change every July)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Completed Project Application form (<i>form provided</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Request for Site Visits and/or Inspections Form (<i>form provided</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Copy of Liquor License Application (for all Bars / Restaurants)
<input type="checkbox"/>	<input type="checkbox"/>	6. Affidavit of Authority to Act for Property Owner or letter of authorization (from property owner(s) if property owner did not sign the application form)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Project Narrative (<i>form provided</i>) Describe site and building design
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Current Title Report (<i>requirements form provided</i>) – Issue date shall be no older than 30 days <ul style="list-style-type: none"> 8-1/2" x 11" – 1 copy <i>copy of title report submitted with 17-UP-2012 is ok - KC</i> Include complete Schedule A and Schedule B.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Legal Description (if not included in Title Report) <ul style="list-style-type: none"> 8-1/2" x 11" – 1 Written Legal Description and 1 Graphic
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Provide A Combined Context Aerial And Context Site Plan: <ul style="list-style-type: none"> 24" x 36" – 1 FOLDED color copy 11" x 17" – 1 color copy <p>Aerial shall not be more than 1 year old and shall include an overlay of the site plan showing lot lines, tracts, easements, street locations/names and surrounding zoning for a radius from the site of:</p> <p>_____ 750 feet</p> <p>_____ other</p> <p>(continued on the next page)</p>

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DRB Application Checklist

Show the proposed site plan in relation to surrounding development including the following:

- Building footprints and other site improvements such as drives, parking areas, site walls (indicate height of buildings and site walls)
- Label surrounding zoning and land uses, in white letters
- Streets, including sidewalks and any surrounding driveways or intersections
- Bike paths and trails
- Development plans approved by the Development Review Board during the past year that have not been constructed. (Approved plans are available at the Scottsdale Records Division at 7447 E. Indian School Road, Suite 105).

☒ ☐ **11. Existing Conditions Photo Exhibit and Index for Inclusion in DRB Packets (12 sets)**

- Color copies are required (printed digital photos are OK)
- Photos must be numbered; you may place up to four (4) photos per page
- Page size must be 8-1/2" x 11"
- Provide 12 sets of photos with index graphic at time of submittal
- An index graphic showing the required photo locations and numbers must be attached as the 1st page of the photo exhibit on each of the 12 sets
- Show all existing buildings on site
- We will not accept photos mounted on cardboard, foamboard, particleboard, posterboard, or other materials
- 1 or 2 photos of the existing condition of the site and representative photos of the architecture

☒ ☐ **12. Location Map:** Provide a map, drawn to scale, showing the location of the site in relation to arterial & intersecting streets and indicating the zoning of the site and adjacent properties.

- 8-1/2" x 11" – 1 copy

☐ ☐ **13. Policy on Appeals Of Dedications, Exactions, Or Zoning Regulations** (form provided): This document must be signed and dated by the property owner

☒ ☐ **14. Design Guidelines** (provided to applicant)

☐ ☐ **15. Archaeological Resources** (information sheets provided):

- ☐ Certificate of No Effect / Approval Application Form (provided)
- ☐ Archaeology Survey and Report – 2 copies
- ☐ Archaeology 'Records Check' Report Only – 2 copies
- ☐ Copies of Previous Archeological Research – 1 copy
- ☐ Map(s)/Narrative for any archaeological resources within a Master Planned Development or larger project – 1 copy

☐ ☐ **16. Historic Property:** (existing or potential historic property)

- Narrative describing proposal to preserve the historic character or compliance with property's existing Historic Preservation Plan

☐ ☐ **17. Scottsdale Airport Vicinity Development Checklist** – Your property is located within a 20,000 foot radius of the runway of the Scottsdale Municipal Airport (information packet provided)

- ☐ Airport Data Page
- ☐ Aviation Fuel Dispensing Installation Approval form
- ☐ Heliport (requires a Conditional Use Permit)

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☐ ☐ 18. Neighborhood Notification Checklist (see provided packet for requirements)

☐ ☐ 19. Purchase Agreement "In Lieu Parking Credits" (form provided)

PART II – REQUIRED PLANS & RELATED DATA*All Graphics And Plans Shall Be To Scale And Dimensioned*

- ☒ ☐ 1. **Site Plan:** See provided Plan and Report Requirements
- 24" x 36" – 12 FOLDED copies
 - 11" x 17" – 1 copy
 - Digital – 1 copy (See Digital Submittal Plan Requirements)
 - 8-1/2" x 11" – 1 copy

- ☒ ☐ 2. **Project Data Sheet** (form provided)

- ☒ ☐ 3. **Site Plan Worksheet** including calculations (sample attached)
- 24" x 36" – 1 FOLDED copy
 - Digital – 1 copy (See Digital Submittal Plan Requirements)

- ☐ ☐ 4. **Site Cross Sections:** Show existing and proposal grade lines, and all finished floor elevation of adjacent sites (at locations specified by the Project Coordinator):

- ☒ 24" x 36" – 1 FOLDED copy
- ☒ 11" x 17" – 1 copy
- ☒ 8-1/2" x 11" – 1 copy

- ☐ ☐ 5. **Phasing Plans** showing the proposed infrastructures and access to each phase of the development.

- 24" x 36" – 1 FOLDED copy
- 11" x 17" – 1 copy
- 8-1/2" x 11" – 1 copy

- ☐ ☐ 6. **Typical Lot Layout** for all lot types - i.e. corner, interior, flag, pie, etc.:

- 8 1/2" x 11" – 1 copy (quality suitable for reproduction)

- ☐ ☐ 7. **Preliminary Art Plan & Schematic Design** showing location, type and scale of artwork (Required of Downtown Planned Block Developments)

PART III – ARCHITECTURAL PLANS & RELATED REQUIREMENTS*All Graphics And Plans Shall Be To Scale And Dimensioned*

- ☒ ☐ 1. **Elevations:** Show all sides of all building(s) and indicate building heights & label all materials and colors on plans.

- ☒ 24" x 36" – 2 FOLDED color copies (photo quality paper is not allowed)
- ☒ 11" x 17" – 1 color copy
- ☒ Digital – 1 copy (See Digital Submittal Plan Requirements)
- ☒ 8-1/2" x 11" – 1 color copy

- ☒ ☐ 2. **Streetscape Elevation(s):** Include landscaping and site walls + adjacent buildings on each s.d.

- ☒ 24" x 36" – 1 FOLDED copy
- ☒ 11" x 17" – 1 copy
- ☒ 8-1/2" x 11" – 1 copy

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- ☒ ☐ 3. **Perspective Drawing:**
- ☒ • 24" x 36" – 1 FOLDED color copy
 - ☒ • 11" x 17" – 1 color copy
 - ☒ • 8-1/2" x 11" – 1 color copy
- ☒ **NOTE:** Applicants may bring additional mounted copies to presentations if desired.

- ☒ ☐ 4. **Floor Plans:**
- ☒ • 24" x 36" – 1 FOLDED copy
 - ☒ • 11" x 17" – 1 copy
 - ☒ • Digital – 1 copy (See Digital Submittal Plan Requirements)
 - ☒ • 8-1/2" x 11" – 1 copy

- ☒ ☐ 5. **Floor Plan Worksheet:** (including calculations)
- ☒ • 24" x 36" – 1 FOLDED copy
 - ☒ • Digital – 1 copy (See Digital Submittal Plan Requirements)

- ☒ ☐ 6. **Wall Details & Entry Feature:**
- N/A*
- ☒ • 24" x 36" – 1 FOLDED copy
 - ☒ • 11" x 17" – 1 copy
 - ☒ • 8-1/2" x 11" – 1 copy

if any are proposed

- ☐ ☐ 7. **Corporate Image Features**

- ☐ ☐ 8. **Sign Details:**
- ☐ • 24" x 36" – 1 FOLDED copy
 - ☐ • 11" x 17" – 1 copy
 - ☐ • 8-1/2" x 11" – 1 copy

PART IV – SITE & BUILDING-MOUNTED LIGHTING REQUIREMENTS

- ☒ ☐ 1. **Photometric Analysis** with horizontal foot candle diagram
- ☒ • 24" x 36" – 1 FOLDED copy

- ☒ ☐ 2. **Lighting Site Plan**, include landscape lighting, exterior building lighting and all other exterior lighting
- ☒ • 24" x 36" – 1 FOLDED copy

- ☒ ☐ 3. **Manufacturer Cut Sheets of All Proposed Lighting Submitted on Full Size 24" x 36" Sheets**

- ☐ ☐ 4. **Other:** _____

PART V – ENGINEERING REPORTS & RELATED REQUIREMENTS

- ☒ ☐ 1. **Results of Alta Survey:**
- ☒ • 24" x 36" – 1 FOLDED copy no older than 30 days, may submit with boundary survey

- ☐ ☐ 2. **Topography Map:** (include 2'-0" minimum contours except where slopes exceed 15%)
- ☐ • 24" x 36" – 1 FOLDED copy
 - ☐ • 11" x 17" – 1 copy
 - ☐ • 8-1/2" x 11" – 1 Copy

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- ☐ ☐ 3. **Drainage Report:** See Sec. 4.700 of the City's Design Standards & Policies Manual for specific submittal and content requirements. The report shall be bound (3 ring, GBC or coil wire, no staples) with card stock front and back covers, and must include all required exhibits, full color aerial/topo maps and preliminary grading and drainage plans. Full size plans/maps shall be folded and contained in pockets.
- Demonstrate compliance with Army Corp. of Engineers 404 requirements
 - Demonstrate compliance with National Pollutant Discharge Elimination Systems (NPES)
 - 8-1/2" x 11" – 2 copies of the Drainage Report including full size plans/maps in pockets
 - Digital – 1 copy (See Digital Submittal Plan Requirements)
- Current Planning will not process project applications until the Drainage Report contains sufficient information in detail, scale and clarity for review.**

- ☐ ☐ 4. **Traffic Impact Mitigation Analysis (TIMA):**
- 3 copies

- ☐ ☐ 5. **Trip Generation Comparison:**
- 2 copies

- ☐ ☐ 6. **Parking Study / Analysis:** (required for reduction of ordinance requirements)
- 2 copies

- ☐ ☐ 7. **Cross Section Detail:** (no vertical exaggeration)
- 24" x 36" – 1 FOLDED copy
 - 11" x 17" – 1 copy
 - 8-1/2" x 11" – 2 copies (quality suitable for reproduction)

- ☐ ☐ 8. **Water Study** (basis of design report) – 3 copies
- To be submitted for distribution to Water Resources

- ☐ ☐ 9. **Waste Water Study** (basis of design report) – 3 copies
- To be submitted for distribution to Water Resources

- ☒ ☐ 10. **Letter Of Approval For Fountains Or Water Features** from the Water Conservation Office – Contact Elisa Klien at 480-312-5670 *if any are proposed*

PART VI – ENVIRONMENTAL & LANDSCAPING DATA REQUIREMENTS

*** Note: Each Item Indicated Below Requires The Following Number Of Copies:

- 24" x 36" – 2 FOLDED copies: 1 color and 1 black & white
- 11" x 17" – 1 color copy
- 8-1/2" x 11" – 1 color copy

- ☒ ☐ 1. **Conceptual Landscape Plan & Materials List** (See Section 10.200.A of the Zoning Ordinance)
- Landscape plans must include a calculations of the area of landscaping not on the approved ADWR list of low water plants as well as the amount of turf provided.
 - Show any water features per City Code requirements Section 49-241 through section 49-247.

- ☐ ☐ 2. **Native Plant Submittal:** Aerial with site plan overlay to show spatial relationships of all protected native plants to the proposed development. Coordinator may request a full or partial Native Plant submittal as specified in See Sec. 7.504 of the Zoning Ordinance.

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DRB Application Checklist

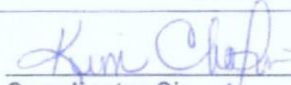
- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Revegetation Site Plan & Techniques |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Topography with Site Plan Superimposed |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Slope Analysis (superimposed on a topography map) |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Cuts & Fills Site Plan |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Composite Factors Map |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Unstable Slopes / Boulders Rolling Map |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Bedrock & Soils Map |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Natural Area Open Space (NAOS) Analysis Plan |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Scenic or Vista Corridor Plan (include typical cross section details & concept narrative) |

PART VII – SAMPLES & MODELS

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Exterior Building Color & Material Samples: <ul style="list-style-type: none"> 1 sample of each material used, 2"x 2" maximum size, mounted on 8-1/2" x 11" or 11" x 17" board. Clearly label each sample for: Color (i.e. Frazee #5555 Bright Blue) Finish (i.e. Bronze Anodized Aluminum for windows and doors) Glass sample 3" x 3" and identify reflectivity Material (i.e. split face CMU, Stucco 3" x 3") Layout colors in the proportions to be used on the building/structure Include an elevation of one side of the building Photo of the material board |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Color Drawdowns: <ul style="list-style-type: none"> Provide 1 5" x 7" minimum color sheet for each color and label with material type and colors (manufacturer, color name & number) |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Massing Model: Scaled model indicating building masses on the site plan and the mass of any building within 500 feet (or other distance as required by the Project Coordinator). |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Detailed Model: Scale to be specified by the Project Coordinator |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. OTHER: _____ |

PART VIII – APPLICATION SUBMITTAL

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Compile and group all items pursuant to the DRB Submittal Instructions. (provided) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Schedule an appointment to submit your application. Please call 480-312-7000 to request your submittal meeting with a Planning Specialist using the pre-app number listed above. |



Coordinator Signature

 9-19-12
Date

 This application needs a: ☒ New Project Number or ☐ Old Project Number: _____

Planning, Neighborhood & Transportation Division

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Project Application

Project Number: 55 DR 2012 - PA Case Number: 383 - PA - 2012 Date: _____

Staff Signature required PRIOR to submittal

This Document Constitutes A Public Disclosure Under ARS Section 39-121, Inspection of Public Records

Applicant to Complete Section Below

Case Type: ☐ Abandonment (AB) ☐ Master Plan Map (MP) ☐ Rezoning (ZN)
☐ Changes to a Recorded Plat (PC) ☐ Master Sign Program (MS) ☐ Text Amendment (TA)
☐ Change to Existing Lots (PC) ☐ Minor Subdivision (MD) ☐ Use Permit (UP)
☒ Development Review (DR) ☐ Preliminary Plat (PP) ☐ Variance (BA)
☐ General Plan Amendment (GP) ☐ Other: _____

Project Name: ~~Axis Radius~~ Remodel and Expansion 7340/7320 INDIAN PLAZA REMODEL + EXPANSION

Project Address: 7340/7320 Indian Plaza

Current Zoning District: C-2/P-3/DO Parcel Number(s): 173 - 41 - 154 - 56 Quarter Section: 2N - 4E

Request: Development review and approval for remodel and expansion

The property owner shall designate an agent for the project. This person (the applicant) shall attend pre-application conferences and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

Owner: Les Corieri
Company L.M.S. '96 LLC
Phone: _____ Fax: _____
E-mail: _____
Address: 7340 Indian Plaza
Scottsdale, AZ 85251

Developer: L.M.S. '96, LLC
Company _____
Phone: _____ Fax: _____
E-mail: _____
Address: 7340 Indian Plaza
Scottsdale, AZ 85251

Architect: Artie A. Vigil III
Company AV3 design studio
Phone: 602-326-3387 Fax: _____
E-mail: artie@av3designstudio.com
Address: PO box 16792
Phoenix, AZ 85011

Engineer: _____
Company _____
Phone: _____ Fax: _____
E-mail: _____
Address: _____

Applicant Contact: Artie A. Vigil III
Applicant E-mail: artie@av3designstudio.com
Applicant Address: PO Box 16792, Phoenix, AZ 85011

Phone: 602-326-3387
Fax: N/A

Owner Signature _____

Applicant Signature _____

OFFICIAL USE ONLY

Staff Signature: _____ E-mail: _____@ScottsdaleAZ.gov 480-312-_____

This application needs a: ☐ New Project Number or ☐ Old Project Number: _____ Date: _____

Planning & Development Services Department

7447 E. Indian School Road, Suite 100, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



development review narrative

7340/7320 Indian Plaza remodel and expansion

Case # 55-DR-2012 . #12008

revised: 2013-05-06

The purpose of this request is to obtain Design Review Board approval of the front patio additions to Axis 7340 Indian Plaza.

Tenant East:

Axis currently operates as a bar with live entertainment t. Under the new scheme Axis will expand with an enlarged dining patio, new front entry vestibule and improved kitchen/food selection. Its mezzanine level will no longer be open to the public and will become back-of-house storage office. Two newly configured bars are located one inside the existing building against the north wall, and one outside in the patio area. The new dining patio now will have a stronger urban presence on the street extending all the way to the sidewalk, right at the 16' setback behind the Indian Plaza curb. The patio will include ambient music. The design intent is to provide a lively downtown dining experience where patrons can engage with friends, tourists and that are walking/bar-hopping in the area.

A new entrance vestibule provides a place to check in for reservations as well as an iconic welcome into the establishment. Its contemporary rustic feel presents casual comfort with a degree of sophistication for patrons. The patio is framed at the west with a 10' tall green landscape wall and linear fire place feature. The new bar with generous patio shade structure along with new landscape provides respite from the sun and adds visual interest with its wood and steel design.

Tenant West:

Tenant West is currently operated as a nightclub with live entertainment. Under the new scheme Tenant West will be converted from a nightclub to a live band theater and venue. It will operate Monday through Sunday from 5pm till 2am. Improvements will include the addition of an expanded first and second floor bar that will be extended to the building setback line. The addition will also include a new stage, bathrooms, storage and box office. The intention is to provide activity at the sidewalk frontage.

interior remodel:

Both businesses have been in operation for many years and as their current aesthetic is reaching the end of its useful life, new interior finishes and equipment are needed in order to continue to attract to downtown Scottsdale the quality of patrons that frequent world class destinations.

F. The architectural character of the proposed structure shall be in harmony with, and compatible to, those structures in the neighboring environment, and the architectural character adopted for any given area, avoiding excessive variety or monotonous repetition.

The improvements to the exterior façade will clean up the dated appearance of the buildings. The design and character of the buildings is consistent with the updated and revised look of the buildings. Similar to the Majerleys, El Hefe and future Scottsdale Retail Plaza block, Tenant East and West will be fronted onto the sidewalk with a new entrance and patio which engage with the pedestrian sidewalk areas. The goal of this remodel is continue the pedestrian orientation of the neighborhood, meanwhile allowing Axis to be distinct and fresh. In doing so, this façade remodel will allow for a more vibrant and diverse pedestrian experience which is enjoyable for both residents and tourists who visit the entertainment district.

G. All mechanical equipment, appurtenances and utilities, and their associated screening shall be integral to the building design.

All existing and proposed mechanical will be screened from view and integral to the building design.

H. The architectural character of a development shall take cognizance of the unique climatologically and other environmental factors of this region and promote an indigenous architectural feeling.

The remodel of the building will transform the formerly grey and dull building utilizing both warm desert colors and materials which have been used to transform the building from dull to a more cheerful and desert palate of colors. Warm whites, rusted metal and stained wood all help to convey the modern spirit of the southwest.

I. Within the environmentally sensitive land (ESL) district, the site planning, landscaping, and all buildings and structures, except single family detached homes, shall be designed and reviewed in accordance with the recommendations and guidelines in the environmentally sensitive lands ordinance.

ESL district guidelines do not apply to this downtown project.

J. Within the H-P district, special cognizance shall be taken of any unique or characteristic architectural features, including, but not limited to, building height, size, shape, color, texture, setback or architectural detail.

This development proposal is not within an H-L district.

K. Within the downtown district, building designs shall reflect the urban character and pedestrian orientation of the area.

The main purpose of this development proposal within downtown is to transform the distant setbacks and lack of pedestrian sidewalk frontage into a sidewalk fronting patios and entrances which will further energize and encourage pedestrians within the district. Wider sidewalks with trees in combination with new shade canopies at the entry will provide the added comfort for the pedestrian. Having the buildings and patios expanded towards the setback line will continue the downtown storefront character found throughout old town.

project data:

Tenant East First Level	4,700	Sf
Tenant East Second Level	1,399	Sf
Tenant East Gross floor area	6,099	Sf
Tenant West First Level	7,916	Sf
Tenant West Second Level	5,382	Sf
Tenant West Gross floor area	13,298	Sf
Tenant East Gross floor area	6,099	Sf
Tenant West Gross floor area	13,298	Sf
Gross floor area	19,397	Sf

Exterior Patio Area

Tenant East exterior patio	2,990	Sf
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Lot Coverage

19,397 Sf / 21,842 Sf	0.89 %
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Parking Required

Tenant East (6,099Sf/120) "BAR/RESTAURANT"	50.82	Spaces
Tenant East Exterior Patio (2,990 Sf -200)/200 "BAR/RESTAURANT"	13.95	Spaces
Tenant West (13,298 Sf/80) "Bar/Live Entertainment"	166.22	Spaces
Total Required:	231	Spaces

Parking Provided

On Site Parking	12	Spaces
P3 Parking Credits	144	Spaces
Bicycle Parking credits (44-23/8)	3	Spaces
In-Lieu Parking Credits	72	Spaces
Total Provided:	231	Spaces

Bicycle Provided

Required: (231 parking spaces / 10)	23	Spaces
Provided:	44	Spaces



Request To Submit Concurrent Development Applications

Acknowledgment and Agreement

The City of Scottsdale recognizes that a property owner may desire to submit concurrent development applications for separate purposes where one or more the development applications are reliant upon the approval of another development application. City Staff may agree to process concurrently where one or more the development applications are reliant upon the approval of another development application upon receipt of a complete form signed by the property owner.

Development Application Types		
Please check the appropriate box of the types of applications that you are requesting to submit concurrently		
Zoning	Development Review	Signs
<input type="checkbox"/> Text Amendment (TA)	<input checked="" type="checkbox"/> Development Review (Major) (DR)	<input type="checkbox"/> Master Sign Program (MS)
<input type="checkbox"/> Rezoning (ZN)	<input type="checkbox"/> Development Review (Minor) (SA)	<input type="checkbox"/> Community Sign District (MS)
<input type="checkbox"/> In-fill Incentive (II)	<input type="checkbox"/> Wash Modification (WM)	Other
<input checked="" type="checkbox"/> Conditional Use Permit (UP)	<input type="checkbox"/> Historic Property (HP)	<input type="checkbox"/> Annexation/De-annexation (AN)
Exemptions to the Zoning Ordinance	Land Divisions (PP)	<input type="checkbox"/> General Plan Amendment (GP)
<input type="checkbox"/> Hardship Exemption (HE)	<input type="checkbox"/> Subdivisions	<input type="checkbox"/> In-Lieu Parking (IP)
<input type="checkbox"/> Special Exception (SX)	<input type="checkbox"/> Condominium Conversion	<input type="checkbox"/> Abandonment (AB)
<input type="checkbox"/> Variance (BA)	<input type="checkbox"/> Perimeter Exceptions	Other Application Type Not Listed
<input type="checkbox"/> Minor Amendment (MA)	<input type="checkbox"/> Plat Correction/Revision	<input type="checkbox"/>

Owner: Les Corieri

Company: L.M.S. '96, LLC

Address: 7340 Indian Plaza, Scottsdale, AZ 85251

Phone: 602-620-3033

Fax: _____

E-mail: lcorieri@aol.com

As the property owner, by providing my signature below, I acknowledge and agree: 1) that the concurrent development applications are processed at the property owner's risk; 2) to hold the City harmless of all cost, expense, claims, or other liability arising in connection with the concurrent development applications; 3) to the City of Scottsdale's Substantive Policy Statement pertaining to Concurrent Applications that states that a concurrent development application that is reliant on a decision of separate development application and is submitted at the risk of the property owner, is not considered to be subject to the provisions and timeframes of the Regulatory Bill of Rights (A.R.S. §9-831 - 9-840); and 4) that upon completion of the City review(s) of the development applications, the development application(s) may not be approved.

Property owner (Print Name): Les Corieri

Title: Owner

Date: _____

Signature

Official Use Only:

Submittal Date: _____

Request: ☐ Approved or ☐ Denied

Staff Name (Print): _____

Staff Signature: _____

Date: _____

Planning, Neighborhood & Transportation Division

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City of Scottsdale's Website: www.scottsdaleaz.gov

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Revision Date: 01/25/2013

55-DR-2012
4/8/2013



PC-2001

Valet Parking Ord. (date & initial)

Customer Service Division
Office location - 7447 E. Indian School Road, #110
Scottsdale, AZ 85251

Telephone - (480) 312-2400

Fax - (480) 312-4806

Web - www.ScottsdaleAZ.gov/licenses

General Provisions (date & initial)

VALET PARKING
LICENSE APPLICATION

THIS APPLICATION MUST BE FILED AND A LICENSE OBTAINED BEFORE YOU CAN LAWFULLY ENGAGE IN BUSINESS ON ANY PUBLIC RIGHT OF WAY IN SCOTTSDALE. APPLICATION FEES ARE NOT REFUNDABLE.

License # 10410234

APPLICATION FEE \$20.00

LICENSE FEE \$60.00

INFORMATION ON THE VALET PARKING BUSINESS

Epic Valet
 BUSINESS NAME (Individual, Company or "DBA")
 6905 E Lafayette Blvd
 STREET NO. (N.E.S.W.) STREET NAME
 Scottsdale AZ 85251
 City State ZIP
 Area Code Telephone No.
 Type (ST, DR, AV.) STE/APT. NUMBER

Same
 LOCAL ADDRESS (if Different)
 STREET NO. (N.E.S.W.) STREET NAME
 City State ZIP
 Area Code Telephone No.
 Type (ST, DR, AV.) STE/APT. NUMBER

Quest JC Brooks
 NAME OF MANAGER/OWNER/APPLICANT
Quest Wolfe
 NAME OF LOCAL MANAGER
 City State ZIP
 Area Code Telephone No.

6905 E Lafayette Blvd
 STREET NO. (N.E.S.W.) STREET NAME
 Scottsdale AZ 85251
 City State ZIP
 Area Code Emergency Number
 Type (ST, DR, AV.) STE/APT. NUMBER

INFORMATION ON THE BUSINESSES BEING SERVED BY VALET PARKING

1. **Axis/Radios**
 NAME OF BUSINESS BEING SERVED
 7340 E Indian Plaza
 STREET NO. (N.E.S.W.) STREET NAME
Nightclub
 TYPE OF BUSINESS
 Area Code Telephone No.
 NAME OF OWNER/MANAGER
 OWNER SIGNATURE

2.
 NAME OF BUSINESS BEING SERVED
 STREET NO. (N.E.S.W.) STREET NAME
 TYPE OF BUSINESS
 Area Code Telephone No.
 NAME OF OWNER/MANAGER
 OWNER SIGNATURE

IF THERE ARE MORE THAN TWO BUSINESSES BEING SERVED BY THE VALET PARKING BUSINESS IN THE SAME VALET PARKING ZONE, PLEASE LIST THEM WITH ALL OF THE ABOVE INFORMATION ON A SEPARATE SHEET OF PAPER.

VALET PARKING OPERATION INFORMATION

Sun-Sat
 DAYS AND TIMES OF OPERATION
10
 ESTIMATED # OF CARS TO BE PARKED PER HOUR
18,000
 SQ. FOOTAGE OF INDOOR AND OUTDOOR FLOOR AREA USED BY THE PUBLIC OF ALL BUSINESSES BEING SERVED
behind Axis/Radios - 30 spaces
 PROPOSED LOCATIONS TO BE USED TO PARK CARS AND # OF SPACES USED AT EACH LOCATION

1
 NO. OF ATTENDANTS TO BE ASSIGNED
1200
 SEATING CAPACITY OF ALL BUSINESSES

55-DR-2012
4/8/2013

License # 104623

ADDITIONAL INFORMATION

- ☒ A current, complete and satisfactory Certificate of Insurance. It must name the City of Scottsdale as additional insureds, provide commercial general liability not less than \$1,000,000 and provide garagekeepers liability not less than \$50,000.
- ☒ A copy of the agreement showing that the valet service shall indemnify the City and its agents against suit that may arise from the operations.
- ☒ A scaled drawing, including dimensions, showing the location of the valet zone, valet station, proposed cones, removable signs, the no. of parking spaces being used for the valet zone, and any other related materials.
- ☒ A valet parking map(s) identifying the areas where patron's vehicles and attendant's vehicles will be stored and the number of spaces that will be used. The map should also indicate the driving route the attendants would use to park the vehicles and the placement of the directional sign, if the licensee is providing one.
- ☒ If the licensee provides a removable directional sign, a drawing of the removable directional sign, including its dimensions, and approval of the owner where the sign will be located. (if applicable)
- ☒ A drawing of the sign, including its dimensions, that will be located on the lectern or podium to indicate the service name, hours of operation and the cost of the service.
- ☒ Written authorization from the owner of the proposed parking lot or facility that will be used to store vehicles.
- ☒ Copies of the notices that were sent to the owner of each business pursuant to Sec. 16-566. Include the addresses of the businesses to which notices were sent.
- ☒ Samples of the customer receipts and tags that will be placed on the rear view mirror or set on the dashboard while being parked.
- ☒ An indication that no vehicles, including employee vehicles, will be stored in on-street parking spaces at any time. Vehicles also may not be stored or parked in the valet zone. JB initials of applicant
- ☒ That the specified number of attendants stated in the application will be on-site at all times and that the valet operator agrees to increase his or her staffing if requested to do so by City officials. JB initials of applicant
- ☒ An indication that the valet operator will maintain current copies of all required records pursuant to Sec. 16-566, and present them upon request to any authorized representative of the City of Scottsdale. JB initials of applicant

PLEASE ATTACH ALL OF THE ABOVE INFORMATION TO THE BACK OF THIS APPLICATION.

SWORN STATEMENT

I HEREBY CERTIFY THAT ALL ANSWERS TO THE QUESTIONS IN THIS APPLICATION ARE TRUE AND COMPLETE, AND I UNDERSTAND THAT ANY FALSIFICATION OF MATERIAL FACTS MAY CAUSE FORFEITURE ON MY PART OF ALL RIGHTS TO, AND CONSIDERATION TO BE LICENSED IN THE CITY OF SCOTTSDALE, COUNTY OF MARICOPA, STATE OF ARIZONA.

May 17, 2012
DATE

[Signature]
APPLICANT SIGNATURE

FOR OFFICE USE ONLY

RECOMMENDATION:

APPROVAL/DENIAL

DATE

DEVELOPMENT SERVICES

RECOMMENDATION:

APPROVAL/DENIAL

DATE

TRAFFIC ENGINEERING

RECOMMENDATION:

APPROVAL/DENIAL

DATE

POLICE DEPARTMENT

CERTIFICATE OF LIABILITY INSURANCE

4/28/2012

PRODUCER

COMMERCIAL INSURANCE SPECIALISTS LLC

PO Box 20438

Mountain Hills, AZ 85269-0438

(480) 612-1671

INSURED

Epic Consulting, Inc.

GL = 05/01/2009 Bus Auto = 11/06/2009

6905 E. Lafayette Blvd.

Scottsdale, AZ 85251

(480) 874-1234

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Interstate Fire & Casualty

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A Y	GENERAL LIABILITY	PRK1000327	05/01/12	05/01/13	EACH OCCURRENCE: \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person): \$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY: \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE: \$ 2,000,000
					PRODUCTS - COMP/OP AGG: \$ 1,000,000
A Y	AUTOMOBILE LIABILITY	PRK1000327	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person): \$
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (Per accident): \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident): \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY:				AUTO ONLY - EA ACCIDENT: \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC: \$
					AGG: \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE: \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE: \$
					\$
	DEDUCTIBLE				\$
	RETENTION: \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS: \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				OTH-ER: \$
	OTHER				E.L. EACH ACCIDENT: \$
					E.L. DISEASE - EA EMPLOYEE: \$
					E.L. DISEASE - POLICY LIMIT: \$
A	Garage Keepers Legal Liability	PRK1000327	05/01/12	05/01/13	Per Vehicle 250,000 Per Location 1,000,000 Retention = 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured Status Applies. 10 days notice of cancellation for non-payment of premium applies.

CERTIFICATE HOLDER

City Of Scottsdale
7447 E. Indian School Rd.
Scottsdale, AZ 85251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lugov R. Golucci



CERTIFICATE OF LIABILITY INSURANCE

4/28/2012

OCUCER

COMMERCIAL INSURANCE SPECIALISTS, LLC

PO Box 20438

Fountain Hills, AZ 85269-0438

(480) 612-1671

SURED

Epic Consulting, Inc.

GL = 05/01/2009, Bus Auto = 11/06/2009

6905 E. Lafayette Blvd.

Scottsdale, AZ 85251

480-874-1234

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INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Interstate Fire & Casualty

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ACORD INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	PRK1000327	05/01/12	05/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ N/A GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
A Y	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
	Garage Keepers Legal Liability				Per Vehicle 250,000 Per Location 1,000,000 Retention = 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 days notice of cancellation for non-payment of premium applies.

CERTIFICATE HOLDER

Axis/Radius

7340 E. Indian Plaza

Scottsdale, AZ 85251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lugany R. Golucci

ACORD 25 (2009/01)

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**City of Scottsdale
Valet Parking Business License
Indemnification and Insurance Requirements**

Pursuant to the City of Scottsdale Revised Code Section 16-558.

- (A) THE LICENSEE SHALL BE RESPONSIBLE FOR ALL LIABILITY IMPOSED BY LAW FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED IN ANY WAY TO THE LICENSEE'S VALET PARKING LICENSE. IF ANY CLAIM OF SUCH LIABILITY IS MADE AGAINST THE CITY, ITS OFFICERS OR EMPLOYEES, THE LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD THEM HARMLESS FROM SUCH CLAIM, INCLUDING CLAIMS ALLEGING THE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES. THE LICENSEE SHALL SIGN AN INDEMNIFICATION FORM BEFORE RECEIPT OF THE LICENSEE'S VALET PARKING LICENSE.
- (B) THE APPLICANT SHALL SUBMIT TO THE COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATES OF INSURANCE EVIDENCING THE APPLICANT'S INSURANCE COVERAGE FOR THE TERM OF THE VALET PARKING LICENSE. THE LICENSEE SHALL PURCHASE AND MAINTAIN MINIMUM INSURANCE AS REQUIRED BELOW WITH COMPANIES THAT ARE LICENSED OR APPROVED UNLICENSED IN ARIZONA.

THE INSURANCE SHALL:

- (1) NAME THE CITY OF SCOTTSDALE, ITS DEPARTMENTS, AGENTS, OFFICIALS AND EMPLOYEES AS ADDITIONAL INSURED;
- (2) SPECIFICALLY CONTAIN A SEVERABILITY OF INTEREST PROVISION;
- (3) BE PRIMARY;
- (4) PROVIDE COMMERCIAL GENERAL LIABILITY COVERAGE WITH A LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000.00) FOR EACH OCCURRENCE, INCLUDING COVERAGE FOR BODILY INJURY, BROAD FORM PROPERTY DAMAGE, PERSONAL INJURY, PRODUCTS/COMPLETED OPERATIONS, AND BLANKET CONTRACTUAL, AND BE BROAD AS THE INSURANCE SERVICE OFFICE, INC.'S POLICY FORM CG 00011093 OR ANY REPLACEMENT.

- (5) PROVIDE GARAGEKEEPER'S LIABILITY WITH A LIMIT OF NOT LESS THAN FIFTY THOUSAND DOLLARS (\$50,000.00) FOR AUTOMOBILE PHYSICAL DAMAGE, OR AN ENDORSEMENT TO THE LICENSEE'S COMMERCIAL GENERAL LIABILITY POLICY FOR AUTOMOBILE PHYSICAL DAMAGE; AND
- (6) PROVIDE THAT COVERAGE CANNOT BE CANCELED OR EXPIRE WITH OUT PROVIDING THE CITY AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE.

Applicant's Business Name: Epic Valet

Signature of Applicant: JC Brooks

Today's Date: May 17, 2012

Certificate of Insurance attached: Yes X No

Original to City of Scottsdale
Copy to Applicant



May 17, 2012

To Whom It May Concern:

There are no public spaces used for the setup of the valet zone.

Thank you.

A handwritten signature in black ink, appearing to read "J.C. Brooks".

J.C. Brooks
Epic Valet
President



Legend

Customer starting point -



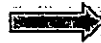
Customer traffic flow into valet area -



Valet podium -



Valet traffic flow to park vehicle -



Valet parking area -



Valet traffic flow to return vehicle to customer -



Do Not Enter Pylon



Valet Parking



EPIC VALET

480-424-EPIC
epicvalet.com

Valet Parking Sign – 24"x 36"

#1

EPIC VALET

Available for
Private parties

\$5

480-424-EPIC
epicvalet.com

insured per
ord. NO 16-558

Front of podium – 24" x 48"

#2

FROM : M PELTZ

FAX NO. :

Oct. 25 2006 11:24AM P2

PARKING LEASE AGREEMENT

Marjorie Peltz ("Lessor"), hereby grants to Epic Valet ("Lessee"), the right and lease to use twenty-five (25) parking spaces adjacent to the building located at 7332 and 7402 East Camelback Rd. Scottsdale, Arizona, for the use of parking for the nightclubs under contract with Epic Valet.

1. Hours of Use and Monthly Fee. Lessee shall have the right to use the twenty-five (25) parking spaces adjacent to the above mentioned building, on Friday and Saturday from the hours of 9:30 p.m. and 4:00 a.m., and at no other times, for sole and specific use of the employees of, and valet parking for, Epic Valet.

Lessee shall pay for the right and lease granted hereby at the rate of Three Hundred Dollars plus taxes (\$307.80). Such fees shall be payable in advance on the first day of each calendar month. Lessor shall have no obligation to accept payment from anyone other than Lessee (e.g. Lessee's employees, subtenants, etc). If Lessee fails to make any such payment when due, Lessor, at its option, may forthwith terminate this Lease and all rights of Lessee hereunder. Any late Monthly fee payment will result in additional administrative and processing costs, to be paid by Lessee in the amount of Ten Dollars (\$10.00) per day.

2. Term. The Term of this Lease shall be for One (1) year terms, commencing November 1, 2006. Lessor and Lessee agree that the term renews after each Twelve (12) month period, unless Lessor or Lessee terminates upon Thirty (30) day written notice to the other Party. Additionally, Lessor may terminate this Agreement during any term upon material default by Lessee upon Thirty (30) day written notice to Lessee. Upon notice of default, Lessee may use the Thirty (30) day period to cure the default, in which case the Agreement stays in affect.

3. Rights Non-Transferable. The foregoing parking rights are exclusive to Lessee and Lessee shall not assign, convey, or otherwise transfer said rights in any manner whatsoever without Lessor's prior written consent, which shall not be unreasonably withheld. Any attempt by Lessee to do so shall be null and void and, at Lessor's election, shall constitute a material default hereunder.

4. Lessee Indemnification. Use of said parking spaces and of the parking areas in the above mentioned location shall be at the sole risk of Lessee. Unless caused by the gross negligence or wrongful act of Lessor, its agents or employees, Lessee hereby agrees to defend, indemnify and hold Lessor harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees) for any damage to or loss to the said property within any vehicle or any other property (including property of Lessee), injury to or death of any person (including Lessee and Lessee's family, agents, employees, visitors or customers), or for any damage to or loss to the said property, arising directly or indirectly out of or in connection with the use by Lessee or such persons of the parking areas or any part thereof. This obligation shall survive the termination of this Lease with regard to claims arising from events which occur during the Lease term.

5. Condition. The parking areas shall be left in the same or better condition each night. During the nightly use of the parking areas, Lessee shall not allow any other persons or vehicles to enter and/or park in the facility, except as set forth above. In this regard, Lessee shall ensure that: (a) Lessee's employees will have all keys to the vehicles located in the parking area; (b) all automobiles that remain in the parking areas at 4:30 a.m. shall be removed to Lessee's parking lot; (c) no automobiles will be left in the parking area in the way of Lessor's tenants when they arrive in the morning; and (d) Between the hours of 4:00 a.m. and 9:30 p.m. Lessee shall remove from parking area any automobile related to Lessee's business upon Lessor's request. (e) Between the hours of 9:30 p.m. and 4:00 a.m., Lessee shall have the right to remove from the parking area any automobiles unrelated to Lessee's business, except that any automobiles remaining on the lot between the hours of 9:30 p.m. and 4:00 a.m. that relate to Lessor's daytime tenants' businesses will not be removed by Lessee. Upon Lessee's request, Lessor will provide a description of said automobiles.

FROM : M PELTZ

FAX NO. :

Oct. 25 2006 11:25AM P3

6. (a) Insurance-General. In addition to any insurance required by the City of Scottsdale Parking Ordinances, Lessee shall be required to obtain such additional insurance as required herein. All insurance required to be carried by Lessee hereunder shall be issued by responsible insurance companies reasonably acceptable to Lessor. All policies of insurance provided for herein shall be issued by insurance companies with general policyholders rating of not less than A in the most current available "Best Insurance Reports". Each policy shall name Lessor and at Lessor's request any agent of Lessor as an additional insured, as their respective interests may appear. Lessee shall promptly deliver certificates of such insurance to Lessor upon request evidencing the existence and amounts of such insurance. Failure to make such delivery shall constitute a material default by Lessee under this Lease. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give Lessor Thirty (30) days' prior written notice of any modification, cancellation or lapse or reduction in the amounts of insurance. All public liability, property damage and other casualty insurance policies shall be written as primary policies, not contributing with, and not in excess of coverage, which Lessor may carry.

(b) Liability Insurance. Lessee shall at all times obtain and continue to provide insurance coverage pertaining to the parking activities, which includes: Three (3) Million Dollars, Garage Keeper's Legal Liability (Fire and explosion, theft of entire automobile, riot and vandalism, collision or upset) One-Thousand (\$1000.00) deductible on collision. Lessor shall be named as additional insured and a certificate of such insurance policy shall be furnished to Lessor and be accepted by it as satisfactory. Lessee will take financial responsibility for the One-Thousand (\$1000.00) deductible which applies to the collision coverage.

7. Interruption of Use. Lessor shall not be liable to Lessee for any interruption of Lessee's use of the rights granted hereunder due to repairs, improvements or alterations of the parking areas, or due to any labor controversy, or resulting from any cause beyond the reasonable control of Lessor. However, Lessee shall be entitled to a proportional abatement of the monthly fee with regard to any parking space to the extent it is prevented from using such space and no reasonably similar alternative space is made available to it by Lessor.

8. Rules and Regulations. Lessor may adopt such other rules and regulations relating to the use of the parking areas as in Lessor's opinion are necessary or desirable for the proper, orderly and safe use of the parking areas. If Lessee fails to comply with the rules and regulations and modifications thereto reasonably adopted by Lessor and expressed in written form to Lessee, Lessor may at its option consider such failure to comply material default of Agreement and terminate under the terms herein. Lessee may also, whether or not such Lease is so terminated, take such action as shall be required to remedy such failure, and Lessee agrees to pay Lessor on demand the reasonable cost to Lessor of such actions including attorneys' fees. Lessee shall at all times be required to park in a lawful manner and no vehicle shall at any time be parked in more than one marked space at a time. Lessor shall be entitled to tow away any vehicle, which is improperly parked, at the vehicle owner's sole cost and expense. In the event of such tow-away, neither Lessor nor any mortgagee of Lessor shall have any liability therefor to Lessee or to such vehicle owner.

9. Lessor's Property Rights. Lessor shall have the right to alter or rearrange parking spaces and improvements in the parking areas; to take all or any portion of the parking areas for purposes of maintaining, repairing or restoring same, or for purposes of construction and operating structures thereon or adjacent thereto, to have ingress and egress in connection with the exercise of any such rights, and to do and perform such other acts with respect to the parking areas as Lessor shall in its discretion deem appropriate. Lessor may tow away any such improperly parked vehicles. In the event of such tow away, neither Lessor nor any mortgagee of Lessor shall have any liability therefor to Lessee or to such vehicle owner.

10. Miscellaneous. No waiver by Lessor of any breach of this Lease by Lessee shall constitute a waiver of any other breach. Any amount due to Lessor that is not paid when due shall bear interest at the maximum rate allowable under law. In the event of any legal action taken or proceeding brought to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.

Nov 08 08 05:00p

JC Brooks

FROM :M PELTZ

Oct 27 06 03:43p

Oct 25 08 11:50a

FROM :M PELTZ

JC Brooks

JC Brooks

FAX NO. :

FAX NO. :

Nov. 08 2006 05:33PM P1
4809703/42 p.4

4809703/42


Oct. 25 2006 11:26AM P4

Notices to be sent to:


Lessee: Epic Valet
6905 E. Lafayette Blvd.
Scottsdale, AZ 85251-2335

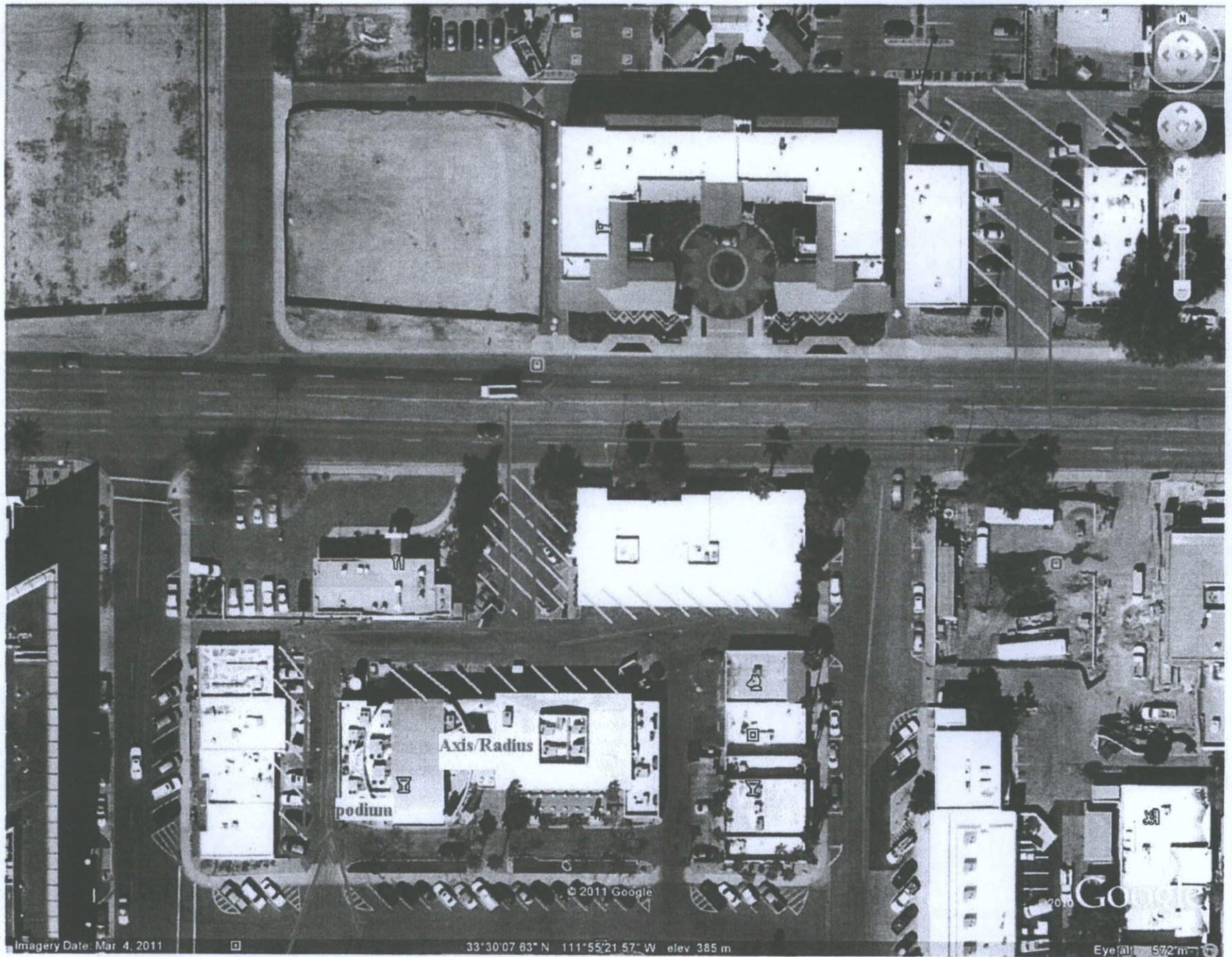
Lessor: Marjorie Peltz
5441 N. 77th St.
Scottsdale, AZ 85250
(480) 945-9601

Lessor:


Marjorie Peltz
Property Owner

Lessor:


JC Brooks
Epic Valet - President



Imagery Date: Mar 4, 2011

33°30'07.63" N 111°55'21.57" W elev 385 m

Eye alt 572 m



May 3, 2012

Dear Business Owner or Manager,

Epic Valet has made application to the City of Scottsdale for a license to provide valet services to the business listed below, between the hours of 8:00 PM and 2:00 AM, Thursday through Saturday.

Axis/Radius
7340 E Indian Plaza
Scottsdale, AZ 85251

A diagram showing the operation of the valet service can be provided for your review. Please address any requests or concerns to:

Walt Brodzinski
City of Scottsdale
7447 Indian School Rd., Suite 205
Scottsdale, AZ 85251
480-312-7757
wbro@scottsdaleaz.gov



April 27, 2012

Below is a list of the tenants within 100 feet of The Mint that received a letter acknowledging Epic Valet's license renewal:

Pussycat Lounge
4437 N. Buckboard Trail
Scottsdale, AZ 85251

Scosh
4434 N Civic Center Plaza
Scottsdale, AZ 85251

Canine Preferred
4450 N Saddlebag Trail
Scottsdale, AZ 85251

First Fidelity Bank
7401 E Camelback Rd
Scottsdale, AZ 85251

Crown Room
7419 E Indian Plaza #B
Scottsdale, AZ 85251

Smashbox
7419 E Indian Plaza
Scottsdale, AZ 85251

Majerles
4425 N Saddlebag Trail
Scottsdale, AZ 85251

Back to Motion Chiropractic
7332 E Camelback Rd
Scottsdale, AZ 85251


John Yourk Designs
7402 E Camelback Rd #A2
Scottsdale, AZ 85251

Cosmetic Surgery of Scottsdale
7420 E Camelback Rd
Scottsdale, AZ 85251

Unispec
4440 N Civic Center Plaza
Scottsdale, AZ 85251

EPIC VALET 10000

epicvalet.com (480)424-EPIC

			10000		
			IN	OUT	Damage
	ACURA	8			
Black	AUDI				
Blue	BUICK	INFINITI	OLDS/PONTIAC		
Brown	BMW	ISUZU	PORSCHÉ		
Dark	CHEVY	JAGUAR	ROVER		
Gold	CADALLIAC	JEEP	SAAB		
Green	CHR/DODGE	LEXUS	SATURN		
Grey	GEO	LINCOLN	SUBARU		
Maroon	GMC	MAZDA	TOYOTA		
Red	FORD	MERCEDES	VW		
Tan	HONDA	MERCURY	VOLVO		
White	HUMMER	MITT	Other Car		
Yellow	HYUNDAI	NISSAN			

Compact Mid Full Truck Van SUV

THIS CONTRACT LIMITS OUR LIABILITY - READ IT

Vehicle's parked at owner's risk- Articles left in vehicle at owner's risk. Epic Valet is not responsible for items left in vehicle. This includes but is not limited to car phones, sunglasses, CD's, and/or other keys aside from ignition key. Epic accepts no responsibility for mechanical failure, loss of use of vehicle, and vehicle after the hours of operation. All claims must be submitted in writing to Epic before leaving the parking lot. Epic is not liable for vandalism or theft to vehicle while in Epic's possession. Epic reserves the right to move or repair the vehicle at the place of our choice and is liable for damages or loss to the customer, only if negligence is determined.

Key Retrieval on Back 10000

Valet closes at 2:30am Wed-Sat

epicvalet.com (480)424-EPIC

EPIC VALET 10000

epicvalet.com (480)424-EPIC

Amount: _____ Date: ____/____/____



Parking Agreement

June 29, 2012

Rocky So Lun Yuan

grants permission to Epic Valet to park vehicles at 4441 N. Buckboard Trail, Scottsdale, Arizona 85251 location from 7:00pm - 3:00am Thursday - Sunday. This location has 8 parking stalls. Epic agrees to pay 150 dollars a month for these spots. Epic agrees to insure the lot every day Epic is open for business. This agreement is valid from the dates June 29, 2012 - July 29, 2013. This agreement will automatically renew itself for one (1) year periods thereafter unless written cancellation from either party is provided with a (30) day notice. Either party may terminate this contract at any time for any reason with said written notice.

J.C. Brooks

Epic Valet - President
J.C. Brooks

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06070055

Issue Date: 8/8/1997

Expiration Date: 1/31/2013

Issued To:

RANDY D NATIONS, Agent
AXIS CIGAR BAR LLC, Owner

Bar

Mailing Address:

RANDY D NATIONS
AXIS CIGAR BAR LLC
AXIS & RADIUS
P O BOX 2502
CHANDLER, AZ 85244

Location:

AXIS & RADIUS
7340 INDIAN PLAZA
SCOTTSDALE, AZ 85251



EXP 1/31/2013

POST THIS LICENSE IN A CONSPICUOUS PLACE



Request for Site Visits and/or Inspections Development Application (Case Submittals)

This request concerns all property identified in the development application.

Pre-application No: _____ - PA - _____

Project Name: Axis - Radius Remodel and Expansion

Project Address: 7340/7320 Indian Plaza

STATEMENT OF AUTHORITY:

1. I am the owner of the property, or I am the duly and lawfully appointed agent of the property and have the authority from the owner to sign this request on the owner's behalf. If the land has more than one owner, then I am the agent for all owners, and the word "owner" refer to them all.
2. I have the authority from the owner to act for the owner before the City of Scottsdale regarding any and all development application regulatory or related matter of every description involving all property identified in the development application.

STATEMENT OF REQUEST FOR SITE VISITS AND/OR INSPECTIONS

1. I hereby request that the City of Scottsdale's staff conduct site visits and/or inspections of the property identified in the development application in order to efficiently process the application.
2. I understand that even though I have requested the City of Scottsdale's staff conduct site visits and/or inspections, city staff may determine that a site visit and/or an inspection is not necessary, and may opt not to perform the site visit and/or an inspection.

Property owner/Property owners agent: _____

Les Corieri

Print Name

Signature

City Use Only:

Submittal Date: _____ Case number: _____

Planning, Neighborhood & Transportation Division

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

55-DR-2012
1st: 11/26/12
NOV 27 2012