



STAFF APPROVAL LETTER

286-SA-2014

Scottsdale Creative Arts Center

STEP 1

STAFF APPROVAL NOTIFICATION

This letter is notification that your request has been conceptually approved by Current Planning Services staff.

Additional review and permits may be required. Refer to Final Plan Review Submittal Requirements below.

This approval expires two (2) years from date of approval if a permit has not been issued, or if no permit is required, work for which approval has been granted has not been completed.

PROJECT INFORMATION

LOCATION: 3616 N Scottsdale Rd
PARCELS: 130-13-034, 130-13-039F, 130-13-039G
Q.S.: 16-44
CODE VIOLATION #: N/A

APPLICANT: Leslie Kland
COMPANY: Kland Civil Engineers
ADDRESS: 7227 N 16Th St Ste 217 Phoenix, AZ 85020
PHONE: 480-344-0480

Request: Revised site plan, landscape plan and irrigation plan to accommodate in-field changes.

STIPULATIONS

1. Site modifications shall be in conformance with revised civil improvement plans submitted by Kland Civil Engineers with a city staff approval date of 7/24/2014.
2. Landscape planting and hardscape modifications shall be in conformance with the landscape and hardscape plans submitted by Logan Halperin Landscape Architecture with a city staff approval date of 7/24/2014.

Related Cases: 286-SA-2014, 67-DR-2012, 184-SA-2014, 211-SA-2014

SIGNATURE: _____

Brad Carr, AICP

DATE APPROVED: 7/24/2014

STEP 2

FINAL PLAN REVIEW SUBMITTAL REQUIREMENTS

Submit one copy of this approval letter, and a completed Owner/Builder form if applicable, along with the following plan set(s) to the One-Stop-Shop for plan review:

CIVIL IMPROVEMENT: ☒ 4 sets of civil improvement plans, including landscape plans

685-PA-2014



Pre-Application Request

Purpose:

The purpose of the Pre-Application submittal, and meeting, is for the applicant and City Staff to discuss a proposed Development Application, and the information and process that is necessary for City Staff to process the proposal.

In accordance with the Zoning Ordinance, no development application shall be accepted before a Pre-Application has been submitted, and a Pre-Application meeting has been conducted with City Staff, unless the Pre-Application meeting has been waived by the Zoning Administrator.

Submittal:

The completed Pre-Application request form, all required materials and fees should be submitted in person to the One-Stop-Shop located at 7447 East Indian School Road. All checks shall be payable to "City of Scottsdale."

Scheduling

After the Pre-Application packet has been accepted at the One-Stop-Shop, a staff member will contact the Applicant within five (5) Staff Working Days to schedule a Pre-Application meeting with the assigned staff member(s). Generally, a Pre-Application meeting is scheduled within five (5) to fifteen (15) Staff Working Days from the date of the submittal.

Project Name: <u>Scottsdale Creative Arts Center</u>	
Property's Address: <u>3616 N. Scottsdale Rd.</u>	APN: <u>130-13-034</u> <u>130-13-039 G, 039 F</u>
Property's Zoning District Designation: <u>C-3 DO</u>	
Property Details:	
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Other	
Has a 'Notice of Compliance' been issued? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide a copy with this submittal	
Owner: <u>Michelle Pelberg</u>	Applicant: <u>Leslie Kland</u>
Company: <u>Pelcom</u>	Company: <u>Kland Civil Engineers</u>
Address: <u>4340 E. Indian School Rd Ste 21-439</u> <u>Phoenix AZ 85018</u>	Address: <u>7227 N. 16th St. #217</u> <u>Phoenix AZ 85020</u>
Phone: <u>602 510 8579</u> Fax: <u>602 957 3497</u>	Phone: <u>480-344-0480</u> Fax: _____
E-mail: <u>apelberg@hotmail.com</u>	E-mail: <u>lkland@klandeng.com</u>
Owner Signature: <u>Autana Pelberg</u>	Applicant Signature: <u>Leslie Kland</u>
Official Use Only Submittal Date: _____ Application No.: _____ -PA- _____ Project Coordinator: <u>BRAD CARE</u>	

Planning, Neighborhood & Transportation Division

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

Narrative Of Changes – Scottsdale Creative Arts Center 7/18/14

Hardscape Plan / Site Changes

- 1) New hardscape area with bike parking and art pole replaces planting area west (back) of former Autobody Shop (south building). Concrete slab found buried and all planting removed per Design Team.
- 2) APS transformer located more to the east and north than indicated on original plan, design team and owner not involved.
- 3) Design team removed footpath to accommodate adjusted transformer location per APS. Pedestrian entry deleted in that location and combined with trash access. Larger planting space resulted north of north parking spaces.
- 4) Parking space eliminated in north parking that aligns with transformer due to loss of space from installed transformer. Smaller "parking space" that can no longer accommodate a car was repurposed to accommodate bike racks for bicycle parking by design team.
- 5) Per APS, existing APS pole removed and relocated several feet to the north. This is a location change from original permitted drawings and not per design team.
- 6) Trash enclosure location and design modified during construction per Delta Construction without design team. Space for parking reduced and one parking space lost to the south of trash enclosure.
- 7) Sidewalk narrowed along Scottsdale Road per City Inspector. Owner notified and design team notified before installation.
- 8) Sidewalk south of SIP widened per Inspector. Design team and Owner notified before installation.
- 9) Sidewalk pattern and color eliminated per Owner after consulting City Planner and City Inspector.
- 10) 2 - bike racks eliminated along Scottsdale Road per design team/owner. Sidewalk narrowed and racks could not be installed per original design in-line with the street tree and street light touching (not imbedded) the edge of the concrete.
- 11) 1 - bike rack currently installed and remain along Scottsdale Road was not installed per original plan which showed them touching a concrete edge in line with a street tree and street light. Instead, it is installed in a planter not per direction of design team/owner. City Inspector advised Delta of location and approved installation.
- 12) Per owner and design team, in ground and above ground planters removed along the North Building on Scottsdale Road to accommodate ramp to building entrance.
- 13) Decorative fence by SIP restaurant along the west perimeter eliminated per owner due to footing conflict with sewer line and new City requirements regarding footings in easements.
- 14) Ramp size to patio wider/re-configured per Delta, Owner involved.
- 15) Per design team, APS, and City perimeter fence height reduced due to footing size requirements in the easement and APS height limit of 10.5' maximum.
- 16) Per owner and design team, a light beam added to string lights in courtyard.

- 17) Per design team and owner, entry portal is being considered to notify cars of height limit before entering the courtyard.

Planting Plan Changes

- 1) North Planter on covered patio slightly reduced in size with design team involvement. Planting count reduced.
- 2) Original tree location with tree grate west of former Autobody (south building) eliminated. Concrete slab discovered below grade. No additional information available. All planting eliminated this by design team when notified of discovery. Structural soil eliminated by Delta Construction some time before ownership and design team became aware of slab. Pole with art replaced tree and area became bike parking location.
- 3) Geo-membrane not installed per Delta Construction. A concrete barrier with waterproofing installed instead per design team.
- 4) Per Delta Construction, structural soil not installed in private easement in the north part of the courtyard as city inspector directed them. Per Delta Construction, structural soil location installed further south. Design team and owner not involved.
- 5) Per design team, larger planting space resulted from removal of footpath north of the northern parking in courtyard.
- 6) Per design team, planting design modified by APS transformer area to accommodate APS vegetation requirements and clear zone requirements.
- 7) Per design team, larger planting area in courtyard between SIP and parking resulted from loss of parking area to the south of trash enclosure.
- 8) Per design team, vines eliminated along west perimeter by SIP restaurant since decorative fence was eliminated.
- 9) Structural soil eliminated in front of Autobody along Scottsdale Road per Delta Construction as directed by City Inspector. Owner and design team not involved.
- 10) Per Owner, structural soil eliminated south of former AutoBody (South Building).
- 11) Tree eliminated for Scottsdale Road streetscape per City Inspector due to safety concerns.
- 12) Per design team, no planting design for eliminated planters along Scottsdale Road.
- 13) Structural soil south of SIP eliminated per Owner.
- 14) Per design team, tree southeast of SIP relocated from east of stair to west of stair to accommodate a round surface cap and pad for the fire line.
- 15) Tree southwest of SIP eliminated because backflow and equipment and pipes were laid out in a way that a root ball could not fit per Delta Construction and not per design team or original drawings. Owner and design team informed after installation and backflow/equipment/pipes remain in place.
- 16) Per owner, steel header and original decorative rock pattern eliminated south of SIP.
- 17) Plant count reduced in planter next to ramp that was widened during construction phase per owner.

- 18) Sarah's Radiance tree size reduced to 24" Box as it is not grown in a larger size per Mountain States Nursery - sole supplier.
- 19) Cascolote 'Smoothie' tree size reduced to 24" Box as it is not grown in a larger size per Mountain States Nursery - sole supplier.
- 20) Austrailian Willow tree size reduced to 36" Box and purchased from California to get healthy tree that size – healthy tree in larger size not found in Arizona.

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE

ONE STOP SHOP RECORDS

()

7447 East Indian School Road, Suite 100

Scottsdale, AZ 85251

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1

Sheep Ltd.

an Arizona Limited Liability Partnership

(the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at Goldwater and Marshall Way in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a Commercial Retail Center.

A legal description of the Parking-Excess Parcel is attached to this Assurance as Exhibit "A."

2.2

Pelcom LLC

a property owner/operator

(the "Parking User")

is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel") located at 3606 N. Scottsdale Rd. & 3608 N. Scottsdale Rd. in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a _____.

A legal description of the Parking-Deficient Parcel is attached to this Assurance as Exhibit "B."

2.3

The Parking-Deficient Parcel would need more parking spaces during the hours of _____ m. through _____ m. on _____ of each week (the "Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4

Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5

The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of FIVE years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is FIFTEEN (15) parking spaces.

2.9 Any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 30 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 E. Indian School Road, Scottsdale, AZ 85251.

2.10 Each person or entity, if any, having or claiming a lien, lease, easement or other interest in the Parking-Deficient Parcel or the Parking-Excess Parcel has signed and notarized a consent document in the form attached hereto as Exhibit "C" and that all of such consent documents, if any, are attached to and recorded with this Assurance.

3. Code Compliance. For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1 The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.

3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.

3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

IN WITNESS WHEREOF, Parking User and Parking Owner have executed this Assurance on behalf of themselves and their successors and assigns this 16 day of May, 2013.

Michelle & Billy
#2 com LLC
7340 E Indian School Rd Ste 21-459
Phoenix, AZ 85018

Michelle Fitz-Bry
Its: Manager

Sherrill Ltd.
P.O. Box 356
Scottsdale, AZ 85252

Its: Hubert Hays
General Practice

City hereby approves the parking allocation stated in this Assurance to City of Remote Parking, such allocation to be effective until revoked or, if sooner, until such allocation no longer satisfies the Code.

DATE: _____, 20__

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

My Commission Expires:

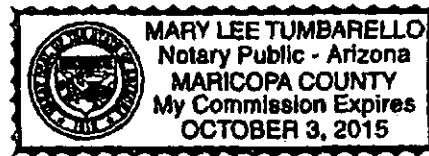
STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 14th day of May, 2013, by Herbert Shipp.

Mary Lee Tumbarello
Notary Public

My Commission Expires:

10/3/2015



16th day of May 2013

Michelle Pelberg-Biely

10/3/2015

Mary Lee Tumbarello
Notary

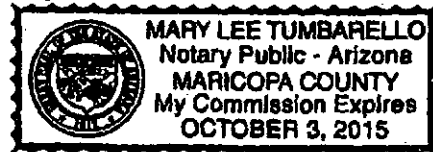


EXHIBIT A
LEGAL DESCRIPTION OF PARKING EXCESS PARCEL (S)

For parcels of Commercial Retail Center located at Goldwater Blvd. and Marshall Way, Scottsdale, including parcels #130-13-050, #130-13-051, #130-13-053, and #130-13-055. Lot 7, 9, and 11, of Orange Acres, a subdivision recorded in Book 91 of Maps, page 14, of records of Maricopa County, Arizona;
Together with that portion of 4th street adjacent to lot 7 as abandoned in records of Maricopa County, Arizona, M.C.R. 95-132040;
Except that portion deeded to the City of Scottsdale in records of Maricopa County, Arizona, Docket 15624, Page 323; and
Except that portion deeded to the City of Scottsdale in records of Maricopa County, Arizona, M.C.R. 93-0906750.

Table of Exhibits

- A Legal description for parcel supplying the parking spaces.
- B Legal description for parcel borrowing the parking spaces.
- C Form of consent.

 **COPY**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20140046038,01/23/2014 09:37
Electronic Recording
27676-5-1-1--N

WHEN RECORDED RETURN TO:

(Bob Huits)
CITY OF SCOTTSDALE
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(3)

APN: 130-13-039F

SPECIAL WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other valuable consideration, City of Scottsdale, an Arizona municipal corporation (the "Grantor"), does hereby grant and Convey to Pelcom LLC, an Arizona limited liability company (the "Grantee"), fee title to the real property (the "Property") situated in Maricopa County, Arizona, described on **Exhibit "A"** and further depicted on **Exhibit "B"** attached hereto.

Grantor warrants to Grantee the title against all acts of Grantor, subject to all matters of record and matters that could be discovered by an inspection or survey of the Property.

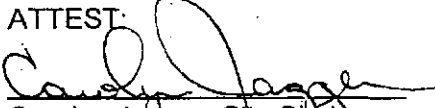
IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 21 day
of January, 2014.

GRANTOR: CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: 

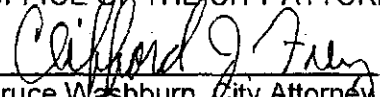
W. J. "Jim" Lane, Mayor

ATTEST:


Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

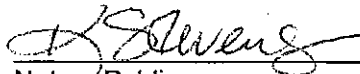

Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

11880263v1

 COPY

State of Arizona)
) ss.
County of Maricopa)

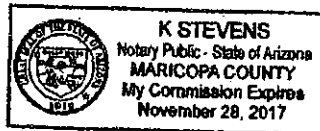
The foregoing instrument was acknowledged before me this 21 day of January, 2014, by W. J. "Jim" Lane, Mayor of the City of Scottsdale, an Arizona municipal corporation.



Notary Public

My commission expires:

11-28-2017



 COPY

Exhibit "A"

Legal Description

A portion of Lot 4, Block 2, Matlock Place according to the Plat of Record in Book 32, Page 50, Records of Maricopa County, Arizona, located in the Northeast Quarter of Section 27, Township 2 North, Range 4 East of the Gila and Salt River Meridian, more particularly described as follows:

COMMENCING at a Brass cap in handhole marking the East Quarter Corner of said Section 27, from which a Brass cap in handhole marking the Northeast Corner of said Section 27, bears N 00° 09' 14" E, a distance of 2658.53 feet;

THENCE along the East line of the Northeast Quarter of said Section 27, N 00° 09' 14" E, a distance of 753.74 feet to a point of intersection of said East line with the Easterly prolongation of the North line of the South 64.00 feet of said Lot 4;

THENCE along said North line and its Easterly prolongation, S 89° 13' 44" W, a distance of 42.02 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears N 80° 19' 16" W, a distance of 146.00 feet, and the **POINT OF BEGINNING**;

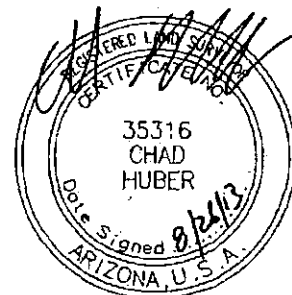
THENCE along the arc of said curve, to the right, through a central angle of 27° 50' 48", for an arc length of 70.96 feet to the South line of said Lot 4;

THENCE along said South line, S 89° 13' 44" W, a distance of 51.53 feet to the West line of the East 88.50 feet of said Lot 4 as described in Document No. 1993-0703369, Records of Maricopa County, Arizona;

THENCE along said West line, N 00° 09' 14" E, a distance of 64.01 feet to the North line of the South 64.00 feet of said Lot 4;

THENCE along said North line, N 89° 13' 44" E, a distance of 79.50 feet to the **POINT OF BEGINNING**.

Containing 4,395 sq. ft. (0.10 Ac.) ±.

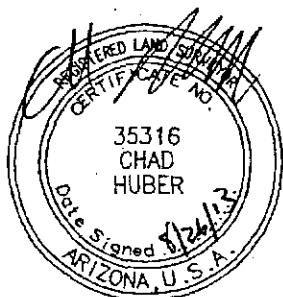
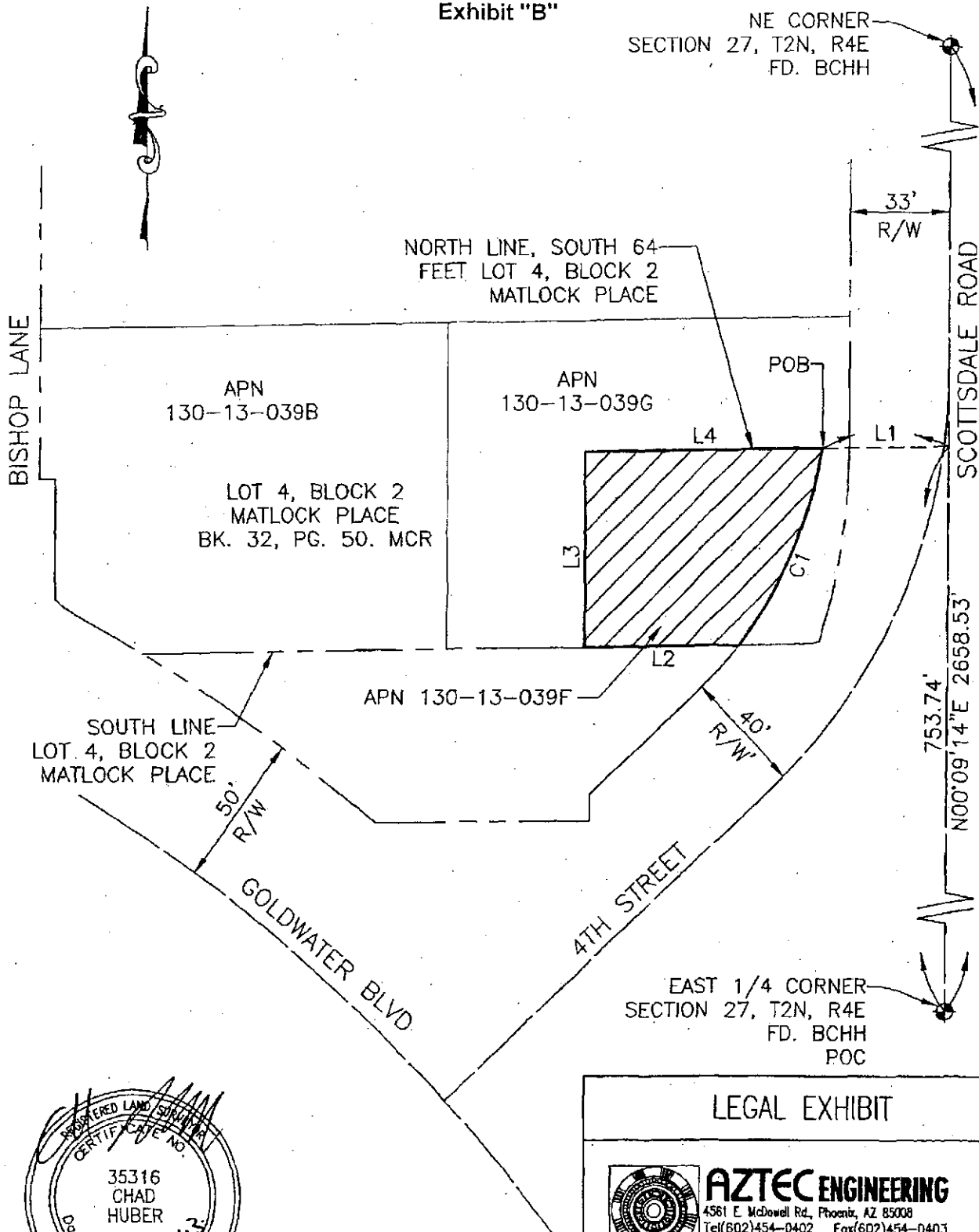


Expires: 09/30/15

COPY

Exhibit "B"

NE CORNER
SECTION 27, T2N, R4E
FD. BCHH



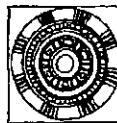
EXPIRES: 09/30/15

Exhibit "B"
Page 1 of 2



PARCEL AREA

LEGAL EXHIBIT



AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

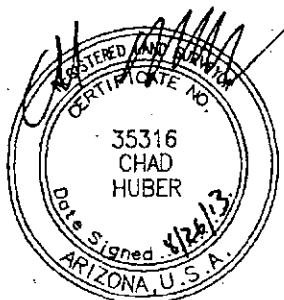
DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS
DATE: 8-26-13		1	2
SCALE: N/A			

COPY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°13'44"W	42.02'
L2	S89°13'44"W	51.53'
L3	N00°09'14"E	64.01'
L4	N89°13'44"E	79.50'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	RADIAL BEARING
C1	27°50'48"	146.00'	70.96'	N80°19'16"W

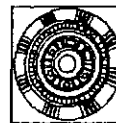
PARCEL AREA = 4,395 S.F./0.10 AC.±



EXPIRES: 09/30/15

Exhibit "B"
Page 2 of 2

LEGAL EXHIBIT



AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel (602) 454-0402 Fax (602) 454-0403
website: www.aztec.us

DR: CWH	CK: ADR	SHEET NO.	TOTAL SHEETS
DATE: 8-26-13		2	2
SCALE: N/A			

RESOLUTION NO. 9538

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,
MARICOPA COUNTY, ARIZONA, APPROVING CONVEYANCE OF A
PARCEL OF LAND TO PELCOM, LLC.

WHEREAS:

A. The City of Scottsdale, an Arizona municipal corporation, ("City") owns certain real property (the "Property") comprising approximately 0.1 acres located west of Scottsdale Road and north of the 4th Street alignment.

B. Pelcom, LLC, the owner of adjoining real property ("Buyer") has submitted an offer to purchase the Property for a price of Two Hundred Forty One Thousand Seven Hundred Twenty Five and 00/100 Dollars (\$241,725.00) (the "Purchase Price").

C. Subject to certain requirements, SRC §2-221(b)(5) provides that City may, upon recommendation of the city manager or designee, sell or exchange any real property or interest therein by resolution of the city council to any person who owns an interest in the same real property or who owns an interest in adjoining real property. The city manager or designee has determined that the public benefit will be served by uniting ownership of the city's real property or real property interest with the real property or real property interest of said person. Such determination has taken into account, without limitation, the range of possible uses for the real property or interests, the proposed uses for the real property or interests by the proposed grantee, the size, configuration and other characteristics of the real property or interests, existing or proposed restrictions upon the development or use of the real property or interests, and the value of the real property or interests.

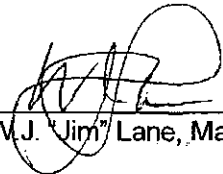
D. The city council has considered the City expenditure authorized by this sale and the direct consideration that City will receive and finds that there is a clearly identified public purpose for City's expenditure and that City will receive direct consideration substantially equal to its expenditure.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: Upon the City's receipt of the Purchase Price, and any applicable recording fees and other amounts, the Mayor is authorized and directed to execute on behalf of City and deliver to Seller a special warranty deed conveying the Property to Buyer. Such deed shall convey the property as-is, with all faults, and subject to all matters of record and all matters that could be discovered by an inspection and survey of the Property. The deed shall contain such further provisions for City's benefit as the city manager or city attorney may require. The deed shall be in a form approved by the city attorney.

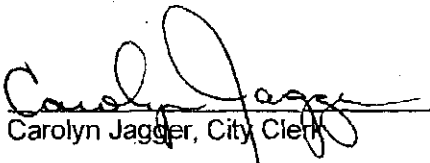
PASSED AND ADOPTED by the Council of the City of Scottsdale this 14th day of January, 2014.

CITY OF SCOTTSDALE, an Arizona
municipal corporation



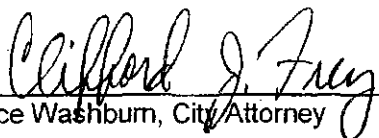
W.J. "Jim" Lane, Mayor

ATTEST:

By: 

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney

Parking Space Lease Agreement

This Agreement is made and entered in this 10 day of DECEMBER, 2012, between Shipp Ltd., LLP, hereinafter referred to as "Landlord", and Sip Coffee & Beer House, LLC, a coffee and beer beverage restaurant, located at 3617 N. Goldwater Blvd., Scottsdale, AZ 85251, hereinafter referred to as "Tenant", with a Lease commencement date of May 1, 2013.

WHEREAS, the Landlord's premises currently exceeds the required amount of parking spaces per the City of Scottsdale Code and Parking Ordinance, and whereas, Landlord is willing to lease to Tenant and Tenant desires to lease from Landlord parking spaces, for the exclusive purpose of additional daily parking, located at the premises generally described as Goldwater Center, located at Goldwater Blvd. and Marshall Way, Scottsdale, AZ 85251, parcels #130-13-050, #130-13-051, #130-13-053, #130-13-055; it is herein agreed as follows:

1. LEASED SPACES:

Landlord hereby leases to Tenant four (4), five (5), or other number of parking spaces, based on finalized "Assurance to the City of Remote Parking" agreement with the City of Scottsdale, at the premises described above and Exhibit A and designated as space in the general vicinity of the north side of the "Staples" building for a term of five years, beginning, May 1st 2013 and ending April 30th, 2017.

2. RENT:

- A. Tenant agrees to pay the stipulated rent amount in advance of or on the 1st day of each month to Landlord or his agent. Any payment after the fifth day of the month shall be considered late and a Twenty-Five Dollar (\$25.00) per day late fee will be assessed for each day payment is received after the fifth. If the fifth of the month falls on a weekend or holiday, rent received on the next business day shall be deemed to have been paid on time. Postal dates are not acceptable as date of payment. Landlord's acceptance of Tenant's late payment of rent without payment of the late charge shall not be deemed a waiver of Landlord's right to assert a claim against Tenant for any and all accrued and unpaid late charges. All payments made by Tenant under this Lease shall be sent to the following address:

Shipp, Ltd.
P.O. Box 356
Scottsdale, AZ 85252

- B. Transaction Privilege Tax (Sales Tax) to be paid by Tenant based on Lease income generated to Landlord.

C. Monthly individual parking space rental shall be calculated for Year One at Eighty-Five Dollars (\$85.00 USD) per space, for an annual sum of One Thousand Twenty Dollars (\$1,020.00 USD) per space. Beginning Year Two (2) of the Lease Term and annually thereafter, a monthly rental increase of Two Dollars and Fifty Cents (\$2.50 USD) to the per parking space rental rate shall apply.

D. Rent Schedule:

Tables based on four (4) or five (5) spaces. Any other amount of spaces per "Assurance to the City of Remote Parking" shall be attached as amendment to Lease.

Year of Lease Term	Dates	Rate	Spaces	Sales Tax	Minimum Monthly Rental	Minimum Annual Rental
1	3/1/13 - 2/28/13	\$85.00	4	TBD	\$340.00	\$4,080.00
2	3/1/14 - 2/28/14	\$87.50	4	TBD	\$350.00	\$4,200.00
3	3/1/15 - 2/28/15	\$90.00	4	TBD	\$360.00	\$4,320.00
4	3/1/16 - 2/29/16	\$92.50	4	TBD	\$370.00	\$4,440.00
5	3/1/17 - 2/28/17	\$95.00	4	TBD	\$380.00	\$4,560.00

Year of Lease Term	Dates	Rate	Spaces	Sales Tax	Minimum Monthly Rental	Minimum Annual Rental
1	3/1/13 - 2/28/13	\$85.00	5	TBD	\$425.00	\$5,100.00
2	3/1/14 - 2/28/14	\$87.50	5	TBD	\$437.50	\$5,250.00
3	3/1/15 - 2/28/15	\$90.00	5	TBD	\$450.00	\$5,400.00
4	3/1/16 - 2/29/16	\$92.50	5	TBD	\$462.50	\$5,550.00
5	3/1/17 - 2/28/17	\$95.00	5	TBD	\$475.00	\$5,700.00

3. SECURITY DEPOSIT

Tenant agrees to remit payment of Security Deposit upon execution of Lease in the amount of One Thousand Dollars and No/100 USD (\$1,000.00) to be acknowledged by Shipp, Ltd.

4. NOTIFICATION TO CITY OF SCOTTSDALE

Any loss or reduction of Parking User's rights to use the borrowed/leased parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 30 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of the Assurance to the City of Remote Parking document. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 E. Indian School Road, Scottsdale, AZ 85251.

5. MODIFICATIONS

Tenant may not make any modifications to premises of the parcels on which the leased parking spaces are located.

6. USE

Tenant shall use the leased parking spaces for only daily parking use of individually operated vehicles of its staff or patrons. Tenant will not engage the use of any valet services without written request to Landlord and receipt of written approval from Landlord in the form of an addendum or amendment to this Lease.

7. MAINTENANCE

Tenant accepts responsibility to reimburse for upkeep and repair expenses incurred by Landlord which may arise as a direct result of use of premises, including but not limited to damage to premises or accumulation of debris by Tenant, Tenant visitor, or Tenant agent.

8. TERMINATION

Upon uncured default of Tenant, Landlord may elect to terminate Lease Agreement with Tenant per section 13.

9. INDEMNIFICATION AND WAIVER

A. Tenant recognizes that Landlord does not furnish attendants for the parking of automobiles, and if Tenant or any employee, agent, guest, or customer of Tenant shall handle, move, park or drive any vehicle placed in the parking area, then, and in every case, such shall be deemed the agent of Tenant, and Tenant, not the Landlord, shall be liable for any loss, damage, injury or expense that may be suffered or sustained in connection therewith or arising

from the acts of Tenant or any employee, agent, guest, or customer who may be acting as agent of Tenant.

- B. Landlord shall not be responsible for damage or loss to possessions or items left in vehicles.
- C. Landlord shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
- D. Tenant agrees that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person during the Term, from any cause whatsoever, by reason of the use, access or enjoyment of the Premises by Tenant or any person thereon or holding under said Tenant, unless the same shall be attributable solely to the gross negligence of Landlord. Tenant hereby agrees to defend, indemnify and save harmless Landlord from all such liability whatsoever. This obligation to indemnify as herein provided shall survive the expiration or earlier termination of this Lease for acts or omissions occurring prior to such expiration or earlier termination, and shall additionally include the fees and costs of legal counsel and investigation costs and all other fees, costs, expenses and liabilities incurred in connection with any and all claims of damage. Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties, the Premises or its contents, or to other portions of the leasehold arising from any risk generally covered by a "Special Form (or its equivalent) Coverage" policy. For purposes of this Section, the term "Landlord" shall be deemed to include Landlord, the fee owner of the Premises if other than Landlord, and their respective agents, servants, employees and contractors.

10. INSURANCE OBLIGATION

- A. Tenant further covenants and agrees that it will carry and maintain Commercial General Liability Insurance during the Lease Term, at Tenant's sole cost and expense. Landlord shall be named as Additional Insured, in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) Combined Single Limit. Said insurance shall be in companies with a minimum best financial rating (or its equivalent) of B+ IX, and with policies in form approved by Landlord. Evidence of the issuance of such policy or policies shall be delivered to Landlord, and Tenant shall obtain a written obligation on the part of the insurance company or companies to notify Landlord, in writing, at least ten (10) days prior to any cancellation thereof. Tenant agrees, if Tenant does not take out any such insurance or keep the same in force and effect, that Landlord may, at Landlord's election, take out any such insurance that is necessary and pay the premiums therefore, and

Tenant shall repay to Landlord that amount so paid as premiums, and the repayment thereof shall be deemed to be additional rent and payable as such at the time of the next rental payment and if Tenant does not promptly pay same when due and payable, Landlord shall have all remedies as stated under this Lease, in the event of Tenant's default. In addition thereto, Tenant hereby covenants and agrees to indemnify and save and hold harmless Landlord from any and all losses, costs and damages arising or growing out of Tenant's use or occupancy of the Leased Premises.

- B. Tenant agrees that it will use the leased premises for the parking of vehicles belonging to Tenant, Tenant's agent's, employees, guests and customers. At no time shall Tenant use leased premises to store any stock of goods or do anything in or about the Premises which will increase the insurance rates upon the building of which the Premises are a part. Tenant shall at all times be responsible and liable for all elemental and/or fire damage caused by negligence of the Tenant or Tenant's agents, employees, guests or customers.
- C. On default by Tenant in obtaining any insurance required hereunder or delivering required evidence of coverage or paying the premiums or other charges thereon as aforesaid, it shall be the privilege, though not the obligation, of Landlord to effect fully such insurance and likewise to pay any premiums or charges thereon. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest at eighteen (18%) percent per annum from the respective dates of Landlord's making of each such payment, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

11. UNTENANTABILITY

- A. In the event the Leased Premises are at any time damaged by fire or other casualty to an extent which does not render them substantially or wholly untenantable, Landlord shall diligently proceed to repair, restore, or rehabilitate the same at Landlord's expense within a reasonable and practicable time, and Landlord shall be entitled to such possession of the Leased Premises as shall be necessary to accomplish such repairs, restoration and rehabilitation.
- B. In the event the Leased Premises are made substantially or wholly untenantable by fire or other casualty, Landlord shall have the right to elect, by written notice to Tenant within thirty (30) days after said date, (a) to terminate this Lease as of the date of the fire or other casualty, or (b) to diligently proceed to repair, restore, or rehabilitate the Leased Premises at Landlord's expense within a 30 day period, or by written agreement of Landlord and Tenant.

- C. In the event the Leased Premises are made substantially or wholly untenable by fire or other casualty and the Leased Premises are to be repaired, restored, and rehabilitated, the term of this Lease shall be extended by whatever period the Leased Premises are untenable, and the rent shall be abated, on a pro rata basis from the date of the fire or casualty until the date the Leased Premises are again tenantable. For purposes of this Lease, the term "substantially untenable" shall be defined as fifty percent (50%) or more of the Leased Premises being unfit for occupancy by the Tenant as a result of fire or other casualty.
- D. Failure to complete any repairs, rehabilitation, or restoration within a reasonable time for any causes beyond the control of the Landlord shall not constitute a breach of this Lease and shall give Tenant no other right or remedy other than the right of termination of this Lease by giving written notice to Landlord.
- E. In the event of fire or other casualty, Landlord shall have no responsibility or liabilities for damages to property of Tenant or loss of business by Tenant caused by such fire or other casualty, and Tenant hereby releases, waives on behalf of Tenant and any insurer of Tenant, any claim against Landlord and any right of subrogation of said insurer. Any provision of the foregoing notwithstanding, the foregoing releases and waiver are subject to the condition that the same shall not be effective if the same does, as a matter of law, constitute a condition of defense to payment of any claim by the insurer. Each party hereto agrees to use their best efforts to procure insurance coverage permitting the foregoing releases and waivers.

12. ASSIGNMENT AND SUBLETTING

- A. Tenant shall not sublet Landlord's parking spaces leased to Tenant.
- B. Tenant shall not assign this Lease, or any part thereof, or any right or privilege appurtenant thereto, to any other parties without first obtaining the written consent of Landlord.
- C. Consent to an assignment shall not release the Tenant from liability for the continued performance of the terms and provisions of this Lease.
- D. Any assignment without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. In such event, the Tenant shall remain responsible for any outstanding obligations, but have no further interest in the Premises, and the Landlord shall have no liability whatsoever to the Tenant.

- E. Any assignment or subletting shall not be effective without the express written assumption by the assignee of all of the obligations of the Tenant under this Lease (in a form acceptable to the Landlord in the Landlord's sole discretion). Such written assumption shall state that the Tenant is not released from its obligations under this Lease. In addition, such assumption shall not alter the primary liability of the Tenant for the payment of the sums due hereunder and for the performance of any other obligations to be performed by the Tenant under this Lease.
- F. The consent of the Landlord to any assignment shall not constitute consent to any subsequent assignment by the Tenant or to any subsequent or successive assignment by the assignee. However, the Landlord may consent to subsequent assignments, or any amendments or modifications thereto without notifying the Tenant or anyone else liable under this Lease, and without obtaining their consent and such action shall not release such persons from liability under this Lease.
- G. In the event of any Default or Breach of the Tenant's obligations under this Lease, the Landlord may proceed directly against the Tenant, any Guarantors, or anyone else responsible for the performance of the Tenant's obligations under this Lease, including any sublease, without first exhausting the Landlord's remedies against any other person or entity responsible therefor to the Landlord, or against any security held by the Landlord.
- H. Each request for consent to an assignment shall be in writing, accompanied by information relevant to the Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee. The Tenant agrees to provide the Landlord with such other or additional information and/or documentation as may be reasonably requested by the Landlord.
- I. The Landlord agrees that it shall not unreasonably withhold its consent to any requested assignment or subletting. It shall be reasonable for the Landlord to require that the following conditions be met before consent is granted:
 - i. That the intended use of the Premises by such proposed assignee or sublessee does not violate the provisions in this Lease concerning the allowed uses of the Premises;
 - ii. That the possibility of a release of Hazardous Materials is not increased as a result of the assignment or sublease and the assignee or subtenant has given the Landlord reasonable assurances that the assignee or subtenant has the experience and the financial ability to meet the Tenant's obligations under the Hazardous Materials provisions under this Lease.

- J. The Tenant shall have the right to assign this Lease to any corporation of which one or more of the Tenants hereunder is at least a holder of fifty percent (50%) of all of the issued and outstanding stock of said corporation at the inception of the assignment, and further, said assignment shall be effective so long as one or more of the Tenants hereunder at all times remains a fifty percent (50%) stockholder of such corporation. In addition, in order for such an assignment to be effective, the corporation shall have a net worth at not less than the Tenant's net worth when they entered into this Lease and provided further that any such assignee shall deliver to the Landlord a copy of a document satisfactory to the Landlord by which such assignee agrees to assume and perform all of the terms, conditions and obligations of the Tenant under this Lease.
- K. If the Tenant is a corporation, an unincorporated association or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty percent (40%) or a change in control of the operation of the business shall be deemed an assignment within the meaning and provisions of this Section 9 and shall be subject to the conditions herein.

13. BINDING UPON SUCCESSORS, ETC.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns, and wherever "Tenant" is referred to in this Lease, said term shall be deemed to apply to the Tenant named herein, jointly and severally liable for the covenants and conditions to be performed by the Tenant hereunder.

14. TERMINATION IF LEGAL PROCEEDINGS FILED

If the Tenant shall at any time during the term of the Lease become insolvent, or if Tenant shall be adjudged bankrupt, or the Tenant shall compound its debts or sign over the Tenant's estates or effects for payment thereof, or if any sheriff, marshal, constable or other officer takes possession of Tenant's property by virtue of any execution or attachment, or if a receiver or trustee shall be appointed of the Tenant's property, or if this Lease, by operation of law, shall devolve upon or pass to any person or persons other than Tenant, and in the event any of the happenings herein set forth occur and shall not be released, stayed, bonded, insured, satisfied, or vacated within thirty (30) days after the occurrence of any of the events herein set forth, then, and in each of said cases, it shall and may be lawful for the Landlord, at its election, to enter into and upon the Leased Premises or property, or any part thereof, or the whole thereof, and to have, hold, possess and enjoy the same, and this Lease, at Landlord's election, shall thereupon be terminated and/or Landlord shall have any and all other remedies as in the event of default hereunder.

15. ATTORNEYS' FEES

If any of the parties hereto shall commence any legal proceedings against another party hereto because of any alleged default under this Lease by such other party, the losing party hereby agrees in each and every such instance to pay to the prevailing party all expenses of such legal proceedings, including reasonable attorneys' fees.

16. DEFAULT OF TENANT

- A. If at any time the rental or any money payments hereunder, or any part thereof, shall remain unpaid for a period of five (5) days after the same becomes due, or if the Tenant shall fail to fulfill or perform any of the other agreements and provisions hereof obligatory upon the Tenant, and if any of said latter nonfulfillment or nonperformance shall continue for a period of thirty (30) days after written notice has been given by Landlord to Tenant, then upon the expiration of said five (5) day period, or said thirty (30) days, as the case may be, but not before, the Tenant shall be in default hereunder; and upon such default, it shall be lawful and optional for the Landlord to declare a termination of this Lease and Landlord shall be entitled to whatever available legal remedies for the collection of any unpaid rental hereunder or for damages hereunder, or for damages that they may have sustained on account of the Tenant's nonfulfillment or nonperformance of the agreements and provisions herein, or for any other sums that may be due according to the terms herein.
- B. Further, in the event that Tenant is in default hereunder, then, and in such event, at Landlord's election, all of the rent due and owing hereunder for the remainder of the term of the Lease may be accelerated by Landlord and in such event, be declared due and owing by Tenant immediately.
- C. All remedies granted to Landlord hereunder shall be cumulative to each other at Landlord's election.

17. HEADINGS

The captions used as headings herein for the various Sections are for convenience only and are not to be considered as part of this Lease or used in determining the intent or context thereof.

18. WAIVER

No covenant, term or condition of this Lease shall be waived, except by written consent of the Landlord, and forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by Tenant, to which the same shall apply, and until complete performance by Tenant of said covenant, term or condition, Landlord shall be entitled to invoke any remedy available under this Lease, or by Law, regardless of any other or prior written forbearance or indulgence.

EXECUTED AND AGREED by the parties hereto, this the 10 day of DECEMBER 2012.

[Signature]
Lessor

[Signature]
Lessee

3523 N. 70th ST Scotts
Lessor's Address

3617 N GOLWATER BLVD Scottsdale AZ
Lessee's Address

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

[Signature]
Kathie Vestal

EXHIBIT A
LEGAL DESCRIPTION OF PARKING EXCESS PARCEL (S)

For parcels of Commercial Retail Center located at Goldwater Blvd. and Marshall Way, Scottsdale, including parcels #130-13-050, #130-13-051, #130-13-053, #130-13-055. Lot 7, 9, and 11, of Orange Acres, a subdivision recorded in Book 91 of Maps, page 14, of records of Maricopa County, Arizona;
Together with that portion of 4th street adjacent to lot 7 as abandoned in records of Maricopa County, Arizona, M.C.R. 95-132040;
Except that portion deeded to the City of Scottsdale in records of Maricopa County, Arizona, Docket 15624, Page 323; and
Except that portion deeded to the City of Scottsdale in records of Maricopa County, Arizona, M.C.R. 93-0906750.

POOR QUALITY ORIGINAL

Grant Radenki 7801 E. 4th Avenue, Apt. 105 Scottsdale, AZ 85251		12-10-2012	197
Pay to the order of SHIPP LTD		\$ 5,000	01-170121141 1978
ONE THOUSAND DOLLARS			
Bank of America		Bank of America Advantage	
For DEPOSIT		John R	
⑆122101706⑆ 00437836360610197			

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE

ONE STOP SHOP RECORDS

()

7447 East Indian School Road, Suite 100

Scottsdale, AZ 85251

ASSURANCE TO CITY OF REMOTE PARKING

KNOW ALL BY THESE PRESENTS THAT:

1. Parking Code. The City of Scottsdale ("City") has a parking code (the "Code") that requires that landowners provide at least a prescribed number of on-site parking spaces, depending on land use and other factors. (See S.R.C. § 9.107, as amended.)

2. Parking Status. Parking Owner and Parking User both warrant and represent to each other and to City that:

2.1 Shipp LLC, LLP

an Arizona Limited Liability Partnership

(the "Parking Owner") is the recorded fee title owner of a parcel of real property (the "Parking-Excess Parcel") located at Goldwater Blvd. and Marshall Way

in the City of Scottsdale. Parking Owner currently uses the Parking-Excess Parcel for a Commercial Retail Center

A legal description of the Parking-Excess Parcel is attached to this Assurance as Exhibit "A."

2.2 Pelcom LLC

a Limited Liability Company (the "Parking User") is the recorded fee title owner of a parcel of real property (the "Parking-Deficient Parcel")

located at 3617 N. Goldwater Blvd. in the City of Scottsdale. Parking User currently uses, or proposes to use, the Parking-Deficient Parcel for a Coffee Shop

A legal description of the Parking-Deficient Parcel is attached to this Assurance as Exhibit "B."

2.3 The Parking-Deficient Parcel would need more parking spaces during the hours of

5 a.m. through midnight on Monday through Sunday of each week (the

"Applicable Hours") than it has on-site in order to meet the Code parking requirements for the Parking-Deficient Parcel.

2.4 Parking User desires to cure the parking shortage on the Parking-Deficient Parcel during the Applicable Hours by borrowing parking spaces on the Parking-Excess Parcel.

2.5 The Parking-Excess Parcel has enough extra permanent, physical, legal, on-site parking spaces during the Applicable Hours to meet its own Code parking requirements for the Parking-Excess Parcel and to cure the parking shortage on the Parking-Deficient Parcel by loaning the borrowed parking spaces to the Parking-Deficient Parcel. None of the borrowed parking spaces is currently being used during the Applicable Hours to satisfy Code parking requirements for the Parking-Excess Parcel or any other parcel.

2.6 Parking Owner has agreed to make the borrowed parking spaces available to the Parking-Deficient Parcel during the Applicable Hours.

2.7 Parking Owner shall not use the Parking-Excess Parcel in a way that would require use of the borrowed spaces during the Applicable Hours.

2.8 Parking Owner and Parking User have entered into a agreement (such as a lease or an easement) (the "Parking Agreement") that gives Parking User a real property interest to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement allows Parking User and other occupants of the Parking-Deficient Parcel to park automobiles on the Parking-Excess Parcel during the Applicable Hours. The Parking Agreement has a term of five (5) years (in no event less than 5 years) after the date this Assurance is recorded. The number of borrowed parking spaces covered by the Parking Agreement and by this document is 4 or 5 parking spaces.

2.9 Any loss or reduction of Parking User's rights to use the borrowed parking spaces on the Parking-Excess Parcel during the Applicable Hours (such as expiration, amendment, or termination of the Parking Agreement for any reason) shall not be effective until 30 days after City receives from Parking Owner or Parking User a written notice of the loss or reduction. The notice must give the date, recording date, and recording number of this Assurance. The notice must be delivered by US Mail (return receipt requested) addressed to Zoning Administrator, City of Scottsdale, 7447 E. Indian School Road, Scottsdale, AZ 85251.

2.10 Each person or entity, if any, having or claiming a lien, lease, easement or other interest in the Parking-Deficient Parcel or the Parking-Excess Parcel has signed and notarized a consent document in the form attached hereto as Exhibit "C" and that all of such consent documents, if any, are attached to and recorded with this Assurance.

3. Code Compliance: For purposes of the parking Code, during the term of the Parking Agreement, Parking Owner and Parking User request that City allocate the borrowed parking spaces on the Parking-Excess Parcel covered by the Parking Agreement as follows:

3.1 The borrowed parking spaces do not count toward Code parking requirements for the Parking-Excess Parcel during the Applicable Hours. The Parking-Excess Parcel must always have adequate Code parking without counting the borrowed parking spaces during the Applicable Hours.

3.2 The borrowed parking spaces do count toward Code parking requirements for the Parking-Deficient Parcel during the Applicable Hours. But, they do not count until this Assurance is executed and notarized by Parking Owner and Parking User (and by the other interested persons as set out herein), signed by City, and recorded in the Maricopa County recorder's office.

3.3 If the Parking Agreement ever terminates, or the Parking-Deficient Parcel is ever unable to use the borrowed parking spaces during the Applicable Hours for any reason, then the parking spaces will no longer count toward Code parking requirements for the Parking-Deficient Parcel. If that happens, then Parking User promises City that Parking User will immediately reduce the activities and uses of the Parking-Deficient Parcel (and completely stop all use of the Parking-Deficient Parcel, if necessary), or provide other parking that satisfies the Code, so that the Parking-Deficient Parcel always has enough Code required parking.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My Commission Expires:

Table of Exhibits

- A Legal description for parcel supplying the parking spaces.**
- B Legal description for parcel borrowing the parking spaces.**
- C Form of consent.**

Legal Description

Parking-Excess Parcel

Lot 7, 9, and 11, of Orange Acres, a subdivision recorded in Book 91 of Maps, page 14, of records of Maricopa County, Arizona;

Together with that portion of 4th street adjacent to lot 7 as abandoned in records of Maricopa County, Arizona, M.C.R. 95-132040;

Except that portion deeded to the City of Scottsdale in records of Maricopa County, Arizona, Docket 15624, Page 323; and

Except that portion deeded to the City of Scottsdale in records of Maricopa County, Arizona, M.C.R. 93-0906750.

EXHIBIT A

PAGE 1 of 1



Job No.: 14-250
Job Name: SCAC
Eng.: AJW
Date: 07/17/14

Project Description:

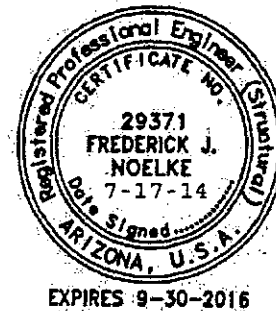
Scottsdale Creative Arts Center [Site Walls, Delta 2]
3616 North Scottsdale Road
Scottsdale, Arizona

General Information:

Building Code: 2012 IBC

Soils Data: 1,500 psf

Notes: N/A



EXPIRES 9-30-2016



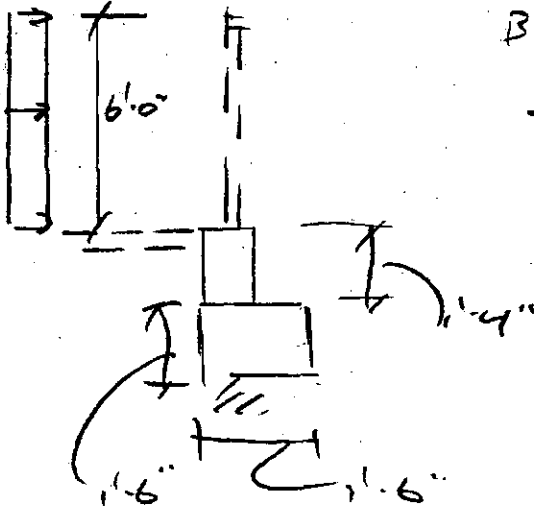
bakkum noelke
consulting
structural engineers

JOB NO. _____ SHEET NO. 1

JOB NAME _____

ENG. _____ DATE _____

PROPERTY SCREEN WALL



B.C. = 1500 PSF

— SEE COMP ANALYSIS

1/ USE 1'6" THICK X 1'6" WIDE
FOOTING W/ 2#4 CONT

Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Project Title:
 Engineer:
 Project Descr:

Project ID: 2

Printed: 17 JUL 2014, 3:30PM

Cantilevered Retaining Wall

File = D:\Clients\Contour\Scottsdale Creative Arts\scac_11_21_13.ec6
 ENERCALC, INC. 1983-2014; Build 6.14.1.26 Ver 6.14.1.26

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Property Screen Wall

Calculations per ACI 318-05, ACI 530-05, IBC 2006,
 CBC 2007, ASCE 7-05

Criteria

Retained Height = 1.33 ft
 Wall height above soil = 0.00 ft
 Slope Behind Wall = 0.00 : 1
 Height of Soil over Toe = 12.00 in
 Water height over heel = 0.0 ft
 Vertical component of active
 Lateral soil pressure options:
 NOT USED for Soil Pressure.
 NOT USED for Sliding Resistance.
 NOT USED for Overturning Resistance.

Soil Data

Allow Soil Bearing = 1,500.0 psf
 Equivalent Fluid Pressure Method
 Heel Active Pressure = 45.0 psf/ft
 Toe Active Pressure = 30.0 psf/ft
 Passive Pressure = 389.0 psf/ft
 Soil Density, Heel = 110.00 pcf
 Soil Density, Toe = 110.00 pcf
 Friction Coeff btwn Ftg & Soil = 0.400
 Soil height to ignore
 for passive pressure = 12.00 in

Surcharge Loads

Surcharge Over Heel = 0.0 psf
 Used To Resist Sliding & Overturning
 Surcharge Over Toe = 0.0 psf
 Used for Sliding & Overturning

Axial Load Applied to Stem

Axial Dead Load = 0.0 lbs
 Axial Live Load = 0.0 lbs
 Axial Load Eccentricity = 0.0 in

Lateral Load Applied to Stem

Lateral Load = 0.0 plf
 ...Height to Top = 0.00 ft
 ...Height to Bottom = 0.00 ft

Adjacent Footing Load

Adjacent Footing Load = 0.0 lbs
 Footing Width = 0.00 ft
 Eccentricity = 0.00 in
 Wall to Ftg CL Dist = 0.00 ft
 Footing Type = Line Load
 Base Above/Below Soil
 at Back of Wall = 0.0 ft
 Poisson's Ratio = 0.300

Design Summary

Wall Stability Ratios
 Overturning = 4.68 OK
 Sliding = 14.55 OK
 Total Bearing Load = 592 lbs
 ...resultant ecc. = 2.16 in
 Soil Pressure @ Toe = 679 psf OK
 Soil Pressure @ Heel = 111 psf OK
 Allowable = 1,500 psf
 Soil Pressure Less Than Allowable
 ACI Factored @ Toe = 815 psf
 ACI Factored @ Heel = 133 psf
 Footing Shear @ Toe = 0.0 psi OK
 Footing Shear @ Heel = 2.0 psi OK
 Allowable = 75.0 psi
Sliding Calcs (Vertical Component NOT Used)
 Lateral Sliding Force = 86.5 lbs
 less 100% Passive Force = - 1,021.1 lbs
 less 100% Friction Force = - 230.0 lbs
 Added Force Req'd = 0.0 lbs OK
 ...for 1.5 : 1 Stability = 0.0 lbs OK

Load Factors

Dead Load = 1.200
 Live Load = 1.600
 Earth, H = 1.600
 Wind, W = 1.600
 Seismic, E = 1.000

Stem Construction

Design Height Above Ftg
 ft = 0.00
 Wall Material Above "Ht" = Concrete
 Thickness = 8.00 in
 Rebar Size = # 4
 Rebar Spacing = 16.00 in
 Rebar Placed at = Center

Design Data

fb/FB + fa/Fa = 0.000
 Total Force @ Section = 39.7 lbs
 Moment...Actual = 20.2 ft-lb
 Moment...Allowable = 2,580.5 ft-lb
 Shear...Actual = 0.8 psi
 Shear...Allowable = 75.0 psi
 Wall Weight = 100.0 psf
 Rebar Depth 'd' = 4.00 in
 Lap splice if above = 18.72 in
 Lap splice if below = 8.40 in
 Hook embed into footing = 8.40 in

Concrete Data

f'c = 2,500.0 psi
 Fy = 60,000.0 psi

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3

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Cantilevered Retaining Wall

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 ENERCALC, INC. 1983-2014, Build 6.14.1.26, Ver 6.14.1.26

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Property Screen Wall

Footing Dimensions & Strengths

Toe Width = 0.00 ft
 Heel Width = 1.50
 Total Footing Width = 1.50
 Footing Thickness = 18.00 in
 Key Width = 0.00 in
 Key Depth = 0.00 in
 Key Distance from Toe = 0.00 ft
 $f_c = 2,500$ psi $F_y = 60,000$ psi
 Footing Concrete Density = 150.00 pcf
 Min. As % = 0.0018
 Cover @ Top 2.00 @ Btm. = 3.00 in

Footing Design Results

	Toe	Heel
Factored Pressure	= 815	133 psf
M_u : Upward	= 0	0 ft-lb
M_u : Downward	= 0	0 ft-lb
M_u : Design	= 0	20 ft-lb
Actual 1-Way Shear	= 0.00	2.00 psi
Allow 1-Way Shear	= 0.00	75.00 psi
Toe Reinforcing	= # 7 @ 16.00 in	
Heel Reinforcing	= # 6 @ 16.00 in	
Key Reinforcing	= None Spec'd	

Other Acceptable Sizes & Spacings

Toe: Not req'd, $M_u < S * Fr$

Heel: Not req'd, $M_u < S * Fr$

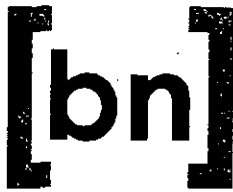
Key: No key defined

Summary of Overturning & Resisting Forces & Moments

ItemOVERTURNING.....		
	Force lbs	Distance ft	Moment ft-lb
Heel Active Pressure	= 180.2	0.94	170.0
Surcharge over Heel	=		
Toe Active Pressure	= -93.8	0.83	-78.1
Surcharge Over Toe	=		
Adjacent Footing Load	=		
Added Lateral Load	=		
Load @ Stem Above Soil	=	2.83	
Total	= 86.5	O.T.M. =	91.9
Resisting/Overturning Ratio	= 4.68		
Vertical Loads used for Soil Pressure =	592.4 lbs		

RESISTING.....		
	Force lbs	Distance ft	Moment ft-lb
Soil Over Heel	= 121.9	1.08	132.1
Sloped Soil Over Heel	=		
Surcharge Over Heel	=		
Adjacent Footing Load	=		
Axial Dead Load on Stem	=		
* Axial Live Load on Stem	=		
Soil Over Toe	=		
Surcharge Over Toe	=		
Stem Weight(s)	= 133.0	0.33	44.3
Earth @ Stem Transitions	=		
Footing Weight	= 337.5	0.75	253.1
Key Weight	=		
Vert. Component	=		
Total	= 592.4 lbs	R.M. =	429.5

* Axial live load NOT included in total displayed, or used for overturning resistance, but is included for soil pressure calculation.



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JOB NO. _____ SHEET NO. 4

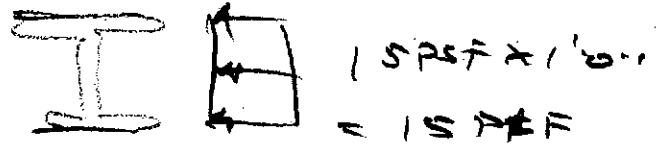
JOB NAME _____

ENG. _____ DATE _____

LIGHT BEAM

MAX SPAN = 31'-0"

LATERAL WIND LOAD:



1) USE W12x26

COLUMN

$l_n = 8.5 \text{ FT}$

1000 PT LOAD AT TOP OF COL.

$K = 2.1$

1) USE W6x15

1) USE 3'-0" FOOTING

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Steel Beam

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Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Light Beam (lateral load)

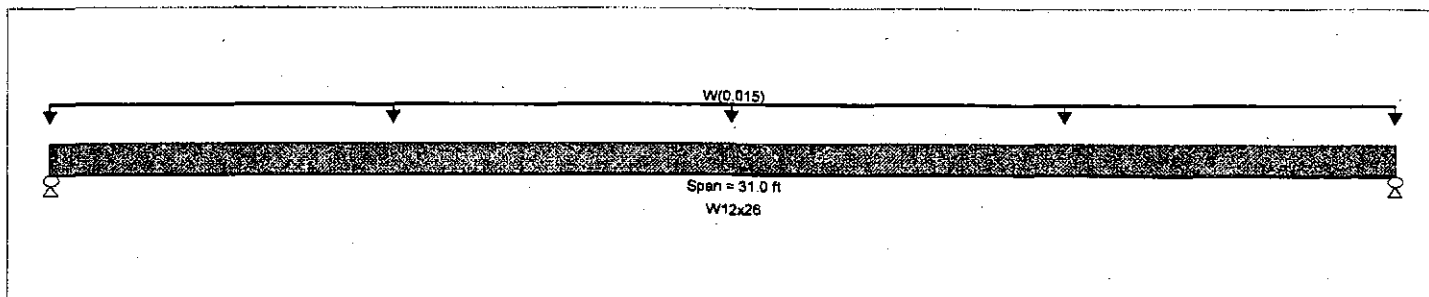
CODE REFERENCES

Calculations per AISC 360-05, IBC 2006, CBC 2007, ASCE 7-05
Load Combination Set: IBC 2012

Material Properties

Analysis Method: Allowable Strength Design
Beam Bracing: Completely Unbraced
Bending Axis: Minor Axis Bending
Load Combination: IBC 2012

Fy: Steel Yield: 50.0 ksi
E: Modulus: 29,000.0 ksi



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loads
Uniform Load: $W = 0.0150$ k/ft, Tributary Width = 1.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	0.206 : 1	Maximum Shear Stress Ratio =	0.006 : 1
Section used for this span	W12x26	Section used for this span	W12x26
Ma: Applied	4.209 k-ft	Va: Applied	0.5431 k
Mn / Omega: Allowable	20.384 k-ft	Vn/Omega: Allowable	98.648 k
Load Combination	+D+0.60W+H	Load Combination	+D+0.60W+H
Location of maximum on span	15.500 ft	Location of maximum on span	31.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
Maximum Deflection			
Max Downward L+Lr+S Deflection	0.000 in	Ratio =	0 < 360
Max Upward L+Lr+S Deflection	0.000 in	Ratio =	0 < 360
Max Downward Total Deflection	1.713 in	Ratio =	217
Max Upward Total Deflection	0.000 in	Ratio =	0 < 180

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
			M	V	Mmax +	Mmax -	Ma - Max	Mny	Mny/Omega	Cb	Rm	Va Max	Vny	Vny/Omega
+D+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+L+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+Lr+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+S+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+0.750Lr+0.750L+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+0.750L+0.750S+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+0.60W+H	Dsgn. L = 31.00 ft	1	0.206	0.006	4.21		4.21	34.04	20.38	1.14	1.00	0.54	147.97	98.65
+D+0.70E+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+D+0.750Lr+0.750L+0.450W+H	Dsgn. L = 31.00 ft	1	0.193	0.005	3.94		3.94	34.04	20.38	1.14	1.00	0.51	147.97	98.65
+D+0.750L+0.750S+0.450W+H	Dsgn. L = 31.00 ft	1	0.193	0.005	3.94		3.94	34.04	20.38	1.14	1.00	0.51	147.97	98.65
+D+0.750L+0.750S+0.5250E+H	Dsgn. L = 31.00 ft	1	0.153	0.004	3.13		3.13	34.04	20.38	1.14	1.00	0.40	147.97	98.65
+0.60D+0.60W+0.60H	Dsgn. L = 31.00 ft	1	0.145	0.004	2.96		2.96	34.04	20.38	1.14	1.00	0.38	147.97	98.65

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Project ID:

6

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Steel Beam

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 ENERCALC, INC. 1983-2014, Build: 6.14.1.26, Ver: 6.14.1.26

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Light Beam (lateral load)

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
			M	V	Mmax +	Mmax -	Ma - Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
+0.60D+0.70E+0.60H	Dsgn. L = 31.00 ft	1	0.092	0.002	1.88		1.88	34.04	20.38	1.14	1.00	0.24	147.97	98.65

Overall Maximum Deflections - Unfactored Loads

Load Combination	Span	Max. "+" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D+W	1	1.7134	15.655		0.0000	0.000

Vertical Reactions - Unfactored

Support notation: Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	0.636	0.636
Overall MINimum	0.233	0.233
D Only	0.404	0.404
W Only	0.233	0.233
D+W	0.636	0.636

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Steel Column

File = U:\Clients\Contour\Scottsdale Creative Arts\scat_11-21-13.ecs

ENERCALC, INC. 1983-2014, Build: 6.14.1.26, Ver: 6.14.1.26

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Light Beam Col

Code References

Calculations per AISC 360-05, IBC 2006, CBC 2007, ASCE 7-05
Load Combinations Used: IBC 2012

General Information

Steel Section Name:	W6x15	Overall Column Height	8.50 ft
Analysis Method:	Allowable Strength	Top & Bottom Fixity	Top Free, Bottom Fixed
Steel Stress Grade		Brace condition for deflection (buckling) along columns:	
Fy: Steel Yield	50.0 ksi	X-X (width) axis:	
E: Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for X-X Axis buckling = 8.50 ft, K = 2.1	
Load Combination:	IBC 2012	Y-Y (depth) axis:	
		Unbraced Length for Y-Y Axis buckling = 8.50 ft, K = 2.1	

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included: 128.178 lbs * Dead Load Factor

AXIAL LOADS ...

Axial Load at 8.50 ft, Xecc = 0.500 in, Yecc = 0.500 in, D = 1.0 k

BENDING LOADS ...

Lat. Point Load at 8.50 ft creating Mx-x, W = 1.0 k

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio =

Load Combination

Location of max. above base

At maximum location values are ...

Pa: Axial

Pn / Omega: Allowable

Ma-x: Applied

Mn-x / Omega: Allowable

Ma-y: Applied

Mn-y / Omega: Allowable

0.2254 : 1

+D+0.60W+H

0.0 ft

1.128 k

30.513 k

-5.142 k-ft

25.316 k-ft

-0.04167 k-ft

10.833 k-ft

Maximum SERVICE Load Reactions ...

Top along X-X

Bottom along X-X

Top along Y-Y

Bottom along Y-Y

0.0 k

0.0 k

0.0 k

1.0 k

Maximum SERVICE Load Deflections ...

Along Y-Y 0.4201 in at

for load combination: D+W

8.50 ft above base

Along X-X 0.009559 in at

for load combination: D Only

8.50 ft above base

PASS Maximum Shear Stress Ratio =

Load Combination

Location of max. above base

At maximum location values are ...

Va: Applied

Vn / Omega: Allowable

0.02178 : 1

+D+0.60W+H

0.0 ft

0.60 k

27.554 k

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios			Maximum Shear Ratios		
	Stress Ratio	Status	Location	Stress Ratio	Status	Location
+D+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+L+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+Lr+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+S+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750L+0.750S+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.60W+H	0.225	PASS	0.00 ft	0.022	PASS	0.00 ft
+D+0.70E+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+D+0.750Lr+0.750L+0.450W+H	0.175	PASS	0.00 ft	0.016	PASS	0.00 ft
+D+0.750L+0.750S+0.450W+H	0.175	PASS	0.00 ft	0.016	PASS	0.00 ft
+D+0.750L+0.750S+0.5250E+H	0.024	PASS	0.00 ft	0.000	PASS	0.00 ft
+0.60D+0.60W+0.60H	0.216	PASS	0.00 ft	0.022	PASS	0.00 ft
+0.60D+0.70E+0.60H	0.014	PASS	0.00 ft	0.000	PASS	0.00 ft

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ENERCALC, INC. 1983-2014; Build: 6.14.1.26; Ver: 6.14.1.26

Steel Column

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Light Beam Col

Maximum Reactions - Unfactored

Note: Only non-zero reactions are listed.

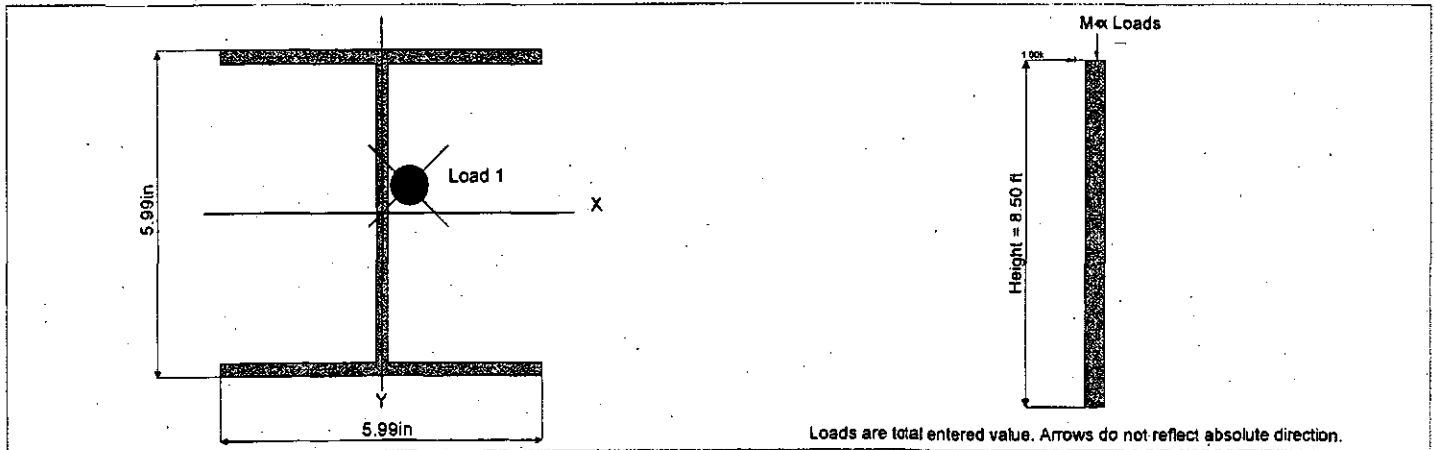
Load Combination	X-X Axis Reaction		Y-Y Axis Reaction		Axial Reaction
	@ Base	@ Top	@ Base	@ Top	@ Base
D Only		k			1.128 k
W Only		k	-1.000	k	k
D+W		k	-1.000	k	1.128 k

Maximum Deflections for Load Combinations - Unfactored Loads

Load Combination	Max. X-X Deflection		Distance	Max. Y-Y Deflection		Distance
D Only	0.0096	in	8.500 ft	0.003	in	8.500 ft
W Only	0.0000	in	0.000 ft	0.417	in	8.500 ft
D+W	0.0094	in	8.443 ft	0.416	in	8.443 ft

Steel Section Properties W6x15

Depth	=	5.990 in	I _{xx}	=	29.10 in ⁴	J	=	0.101 in ⁴
Web Thick	=	0.230 in	S _{xx}	=	9.72 in ³	C _w	=	76.50 in ⁶
Flange Width	=	5.990 in	R _{xx}	=	2.560 in			
Flange Thick	=	0.260 in	Z _x	=	10.800 in ³			
Area	=	4.430 in ²	I _{yy}	=	9.320 in ⁴			
Weight	=	15.080 plf	S _{yy}	=	3.110 in ³	W _{no}	=	8.580 in ²
K _{design}	=	0.510 in	R _{yy}	=	1.450 in	S _w	=	3.340 in ⁴
K ₁	=	0.563 in	Z _y	=	4.750 in ³	Q _f	=	2.150 in ³
r _{ts}	=	1.660 in	r _T	=	1.610 in	Q _w	=	5.320 in ³
Y _{cg}	=	0.000 in						



Loads are total entered value. Arrows do not reflect absolute direction.



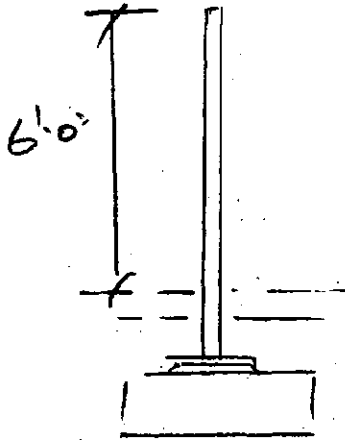
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JOB NO. _____ SHEET NO. 9

JOB NAME _____

ENG. _____ DATE _____

TRANSFORMER SCREEN



$$\text{WIND} = 15 \text{ PSF} \times 4'-0" = 60 \text{ PLF}$$

|| USE HSS 2x2x1/4

|| USE CONT 2 1'-6" WIDE x 1'-0" THICK PAVING.

Steel Beam

Lic. # : KW-06005590

Licensee : **BAKKUM NOELKE STRUCTURAL ENGINEERS**

Description : Transformer Screen

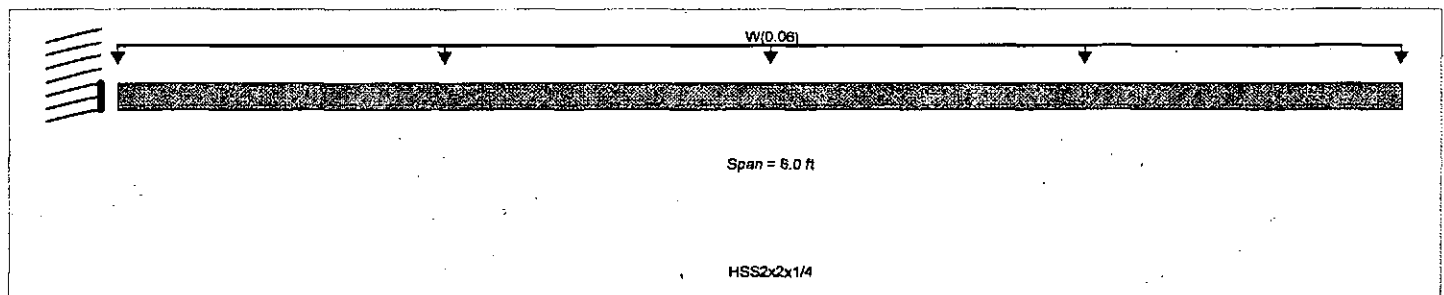
CODE REFERENCES

Calculations per AISC 360-05, IBC 2006, CBC 2007, ASCE 7-05
Load Combination Set : IBC 2012

Material Properties

Analysis Method : Allowable Strength Design
Beam Bracing : Beam is Fully Braced against lateral-torsional buckling
Bending Axis : Major Axis Bending
Load Combination IBC 2012

Fy : Steel Yield : 46.0 ksi
E: Modulus : 29,000.0 ksi



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Uniform Load : $W = 0.060$ k/ft. Tributary Width = 1.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =		0.293 : 1	Maximum Shear Stress Ratio =		0.022 : 1
Section used for this span		HSS2x2x1/4	Section used for this span		HSS2x2x1/4
Ma : Applied		0.648 k-ft	Va : Applied		0.2160 k
Mn / Omega : Allowable		2.213 k-ft	Vn/Omega : Allowable		10.020 k
Load Combination		+D+0.60W+H	Load Combination		+D+0.60W+H
Location of maximum on span		0.000 ft	Location of maximum on span		0.000 ft
Span # where maximum occurs		Span # 1	Span # where maximum occurs		Span # 1
Maximum Deflection					
Max Downward L+Lr+S Deflection		0.000 in	Ratio =		0 < 360
Max Upward L+Lr+S Deflection		0.000 in	Ratio =		0 < 360
Max Downward Total Deflection		0.773 in	Ratio =		186
Max Upward Total Deflection		0.000 in	Ratio =		0 < 180

Maximum Forces & Stresses for Load Combinations

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values							Summary of Shear Values			
			M	V	Mmax +	Mmax -	Ma - Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega	
+D+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+L+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+Lr+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+S+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+0.750Lr+0.750L+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+0.750L+0.750S+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+0.60W+H	Dsgn. L = 6.00 ft	1	0.293	0.022		-0.65	0.65		3.70	2.21	1.00	1.00	0.22	16.73	10.02
+D+0.70E+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+D+0.750Lr+0.750L+0.450W+H	Dsgn. L = 6.00 ft	1	0.220	0.016		-0.49	0.49		3.70	2.21	1.00	1.00	0.16	16.73	10.02
+D+0.750L+0.750S+0.450W+H	Dsgn. L = 6.00 ft	1	0.220	0.016		-0.49	0.49		3.70	2.21	1.00	1.00	0.16	16.73	10.02
+D+0.750L+0.750S+0.5250E+H	Dsgn. L = 6.00 ft	1		0.000					3.70	2.21	1.00	1.00	-0.00	16.73	10.02
+0.60D+0.60W+0.60H	Dsgn. L = 6.00 ft	1	0.293	0.022		-0.65	0.65		3.70	2.21	1.00	1.00	0.22	16.73	10.02
+0.60D+0.70E+0.60H															

Title Block Line 1
 You can change this area
 using the "Settings" menu item
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 Title Block" selection.
 Title Block Line 6

Project Title:
 Engineer:
 Project Descr:

Project ID:

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Steel Beam

File = U:\Clients\Contour\Scottsdale Creative Artists\cat_11_21_13.ec6
 ENERCALC, INC. 1983-2014, Build: 6.14.1.26, Ver: 6.14.1.26

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Transformer Screen

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
			M	V	Mmax +	Mmax -	Ma - Max	Mnx	Mnx/Omega	Cb	Rm	Va Max	Vnx	Vnx/Omega
Dsgn. L = 6.00 ft		1		0.000				3.70	2.21	1.00	1.00	-0.00	16.73	10.02

Overall Maximum Deflections - Unfactored Loads

Load Combination	Span	Max. "+" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
W Only	1	0.7728	6.000		0.0000	0.000

Vertical Reactions - Unfactored

Support notation: Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	0.360	
Overall MINimum	0.360	
W Only	0.360	

Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Project Title:
 Engineer:
 Project Descr:

Project ID: 12

Printed: 17 JUL 2014, 3:42PM

General Footing

File = U:\Clients\Contour\Scottsdale Creative Arts\scas_11721_13.ecs
 ENERCALC, INC., 1983-2014, Build 6.14.1.26, Ver 6.14.1.26

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Footing at green screen

Code References

Calculations per ACI 318-05, IBC 2006, CBC 2007, ASCE 7-05
 Load Combinations Used: IBC 2012

General Information

Material Properties

f_c : Concrete 28 day strength	=	3.0 ksi
f_y : Rebar Yield	=	60.0 ksi
E_c : Concrete Elastic Modulus	=	3,122.0 ksi
Concrete Density	=	145.0 pcf
ϕ Values Flexure	=	0.90
Shear	=	0.750

Analysis Settings

Min Steel % Bending Reinf.	=	
Min Allow % Temp Reinf.	=	0.00180
Min. Overturning Safety Factor	=	1.0 : 1
Min. Sliding Safety Factor	=	1.0 : 1
Add Ftg Wt for Soil Pressure	=	Yes
Use ftg wt for stability, moments & shears	=	Yes
Add Pedestal Wt for Soil Pressure	=	No
Use Pedestal wt for stability, mom & shear	=	No

Soil Design Values

Allowable Soil Bearing	=	1.50 ksf
Increase Bearing By Footing Weight	=	No
Soil Passive Resistance (for Sliding)	=	250.0 pcf
Soil/Concrete Friction Coeff.	=	0.30

Increases based on footing Depth

Footing base depth below soil surface	=	ft
Allowable pressure increase per foot of depth when footing base is below	=	ksf

Increases based on footing plan dimension

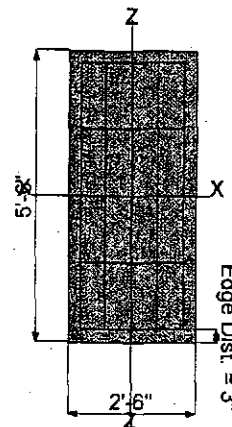
Allowable pressure increase per foot of depth when maximum length or width is greater than	=	ksf
--	---	-----

Dimensions

Width parallel to X-X Axis	=	2.50 ft
Length parallel to Z-Z Axis	=	5.50 ft
Footing Thickness	=	12.0 in

Pedestal dimensions...

p_x : parallel to X-X Axis	=	in
p_z : parallel to Z-Z Axis	=	in
Height	=	in
Rebar Centerline to Edge of Concrete at Bottom of footing	=	3.0 in



Reinforcing

Bars parallel to X-X Axis	=	5.0
Number of Bars	=	# 5
Reinforcing Bar Size	=	# 5
Bars parallel to Z-Z Axis	=	5.0
Number of Bars	=	# 5
Reinforcing Bar Size	=	# 5



Bandwidth Distribution Check (ACI 15.4.4.2)

Direction Requiring Closer Separation: X-X Axis

# Bars required within zone	62.5 %
# Bars required on each side of zone	37.5 %

Applied Loads

	D	Lr	L	S	W	E	H
P: Column Load	=	0.10					k
OB: Overburden	=						ksf
M-xx	=						k-ft
M-zz	=				1.080		k-ft
V-x	=				0.360		k
V-z	=						k

Title Block Line
You can change this area
using the "Settings" menu item
and then using the "Printing &
Title Block" selection.
Title Block Line 6

Project Title:
Engineer:
Project Descr:

Project ID:

13

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File = U:\Clients\Contour\Scottsdale Creative Arts\scap_11_21_13.ecb
ENERCALC, INC., 1983-2014, Build: 6.14.1.26, Ver: 6.14.1.26

General Footing

Lic #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Footing at green screen

DESIGN SUMMARY

Design OK

	Min. Ratio	Item	Applied	Capacity	Governing Load Combination
PASS	0.2004	Soil Bearing	0.3006 ksf	1.50 ksf	+D+0.60W+H about Z-Z axis
PASS	n/a	Overturning - X-X	0.0 k-ft	0.0 k-ft	No Overturning
PASS	1.090	Overturning - Z-Z	1.440 k-ft	1.570 k-ft	0.6D+W
PASS	1.047	Sliding - X-X	0.360 k	0.3769 k	0.6D+W
PASS	n/a	Sliding - Z-Z	0.0 k	0.0 k	No Sliding
PASS	n/a	Uplift	0.0 k	0.0 k	No Uplift
PASS	0.02525	Z Flexure (+X)	0.2793 k-ft	11.063 k-ft	+1.20D+0.50Lr+0.50L+W+1.60H
PASS	0.01505	Z Flexure (-X)	0.1665 k-ft	11.063 k-ft	+1.40D+1.60H
PASS	0.03443	X Flexure (+Z)	0.8061 k-ft	23.414 k-ft	+1.40D+1.60H
PASS	0.03443	X Flexure (-Z)	0.8061 k-ft	23.414 k-ft	+1.40D+1.60H
PASS	0.01201	1-way Shear (+X)	0.9870 psi	82.158 psi	+1.40D+1.60H
PASS	0.01201	1-way Shear (-X)	0.9870 psi	82.158 psi	+1.40D+1.60H
PASS	0.04845	1-way Shear (+Z)	3.981 psi	82.158 psi	+1.40D+1.60H
PASS	0.04845	1-way Shear (-Z)	3.981 psi	82.158 psi	+1.40D+1.60H
PASS	0.05286	2-way Punching	8.685 psi	164.317 psi	+1.40D+1.60H

Detailed Results

Soil Bearing

Rotation Axis & Load Combination...	Gross Allowable	Xecc	Zecc	+Z	Actual Soil Bearing Stress +Z	-X	-X	Actual / Allowable Ratio
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Overturning Stability

Rotation Axis & Load Combination...	Overturning Moment	Resisting Moment	Stability Ratio	Status
Footing Has NO Overturning				

Sliding Stability

All units k

Force Application Axis

Load Combination...	Sliding Force	Resisting Force	Sliding Safety Ratio	Status
Footing Has NO Sliding				

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Which Side ?	Tension @ Bot or Top ?	As Req'd in^2	Gvm. As in^2	Actual As in^2	Phi*Mn k-ft	Status
X-X, +1.40D+1.60H	0.8061	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.40D+1.60H	0.8061	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50Lr+1.60L+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50Lr+1.60L+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60L+0.50S+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60L+0.50S+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60Lr+0.50L+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60Lr+0.50L+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60Lr+0.50W+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60Lr+0.50W+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50L+1.60S+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50L+1.60S+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60S+0.50W+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+1.60S+0.50W+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50Lr+0.50L+W+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50Lr+0.50L+W+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50L+0.50S+W+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50L+0.50S+W+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50L+0.70S+E+1.60H	0.6909	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +1.20D+0.50L+0.70S+E+1.60H	0.6909	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +0.90D+W+0.90H	0.5182	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +0.90D+W+0.90H	0.5182	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +0.90D+E+0.90H	0.5182	+Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
X-X, +0.90D+E+0.90H	0.5182	-Z	Bottom	0.2592	Min Temp %	0.620	23.414	OK
Z-Z, +1.40D+1.60H	0.1665	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK

Title Block Line 1

You can change this area
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and then using the "Printing &
Title Block" selection.

Title Block Line 6

Project Title:
Engineer:
Project Descr:

Project ID:

14

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General Footing

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Footing at green screen

Z-Z, +1.40D+1.60H	0.1665	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50Lr+1.60L+1.60H	0.1428	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50Lr+1.60L+1.60H	0.1428	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK

Title Block Line 1
 You can change this area
 using the "Settings" menu item
 and then using the "Printing &
 Title Block" selection.
 Title Block Line 6

Project Title:
 Engineer:
 Project Descr:

Project ID:

15

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File = U:\Clients\Contour\Scottsdale Creative Arts\scac_11_21_13.ec6

ENERCALC, INC. 1983-2014, Build 6.14.1.26, Ver 6.14.1.26

General Footing

Lic. #: KW-06005590

Licensee: BAKKUM NOELKE STRUCTURAL ENGINEERS

Description: Footing at green screen

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Which Side ?	Tension @ Bot or Top ?	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
Z-Z, +1.20D+1.60L+0.50S+1.60H	0.1428	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60L+0.50S+1.60H	0.1428	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60Lr+0.50L+1.60H	0.1428	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60Lr+0.50L+1.60H	0.1428	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60Lr+0.50W+1.60H	0.07732	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60Lr+0.50W+1.60H	0.2082	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50L+1.60S+1.60H	0.1428	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50L+1.60S+1.60H	0.1428	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60S+0.50W+1.60H	0.07732	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+1.60S+0.50W+1.60H	0.2082	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50Lr+0.50L+W+1.60H	0.01758	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50Lr+0.50L+W+1.60H	0.2793	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50L+0.50S+W+1.60H	0.01758	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50L+0.50S+W+1.60H	0.2793	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50L+0.70S+E+1.60H	0.1428	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +1.20D+0.50L+0.70S+E+1.60H	0.1428	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +0.90D+W+0.90H	0.000490	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +0.90D+W+0.90H	0.2622	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +0.90D+E+0.90H	0.1071	-X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK
Z-Z, +0.90D+E+0.90H	0.1071	+X	Bottom	0.2592	Min Temp %	0.2818	11.063	OK

One Way Shear

Load Combination...	Vu @ -X	Vu @ +X	Vu @ -Z	Vu @ +Z	Vu:Max	Phi Vn	Vu / Phi*Vn	Status
+1.40D+1.60H	0.987 psi	0.987 psi	3.981 psi	3.981 psi	3.981 psi	82.158 psi	0.04845	OK
+1.20D+0.50Lr+1.60L+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+1.60L+0.50S+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+1.60Lr+0.50L+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+1.60Lr+0.50W+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+0.50L+1.60S+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+1.60S+0.50W+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+0.50Lr+0.50L+W+1.60H	0.8459 psi	0.8459 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+0.50L+0.50S+W+1.60H	0.8459 psi	0.8459 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+1.20D+0.50L+0.70S+E+1.60H	0.846 psi	0.846 psi	3.412 psi	3.412 psi	3.412 psi	82.158 psi	0.04153	OK
+0.90D+W+0.90H	0.6345 psi	0.6345 psi	2.559 psi	2.559 psi	2.559 psi	82.158 psi	0.03115	OK
+0.90D+E+0.90H	0.6345 psi	0.6345 psi	2.559 psi	2.559 psi	2.559 psi	82.158 psi	0.03115	OK

Punching Shear

Load Combination...	Vu	Phi*Vn	Vu / Phi*Vn	Status
+1.40D+1.60H	8.685 psi	164.317 psi	0.05286	OK
+1.20D+0.50Lr+1.60L+1.60H	7.444 psi	164.317 psi	0.04531	OK
+1.20D+1.60L+0.50S+1.60H	7.444 psi	164.317 psi	0.04531	OK
+1.20D+1.60Lr+0.50L+1.60H	7.444 psi	164.317 psi	0.04531	OK
+1.20D+1.60Lr+0.50W+1.60H	7.444 psi	164.317 psi	0.04531	OK
+1.20D+0.50L+1.60S+1.60H	7.444 psi	164.317 psi	0.04531	OK
+1.20D+1.60S+0.50W+1.60H	7.444 psi	164.317 psi	0.04531	OK
+1.20D+0.50Lr+0.50L+W+1.60H	7.461 psi	164.317 psi	0.04541	OK
+1.20D+0.50L+0.50S+W+1.60H	7.461 psi	164.317 psi	0.04541	OK
+1.20D+0.50L+0.70S+E+1.60H	7.444 psi	164.317 psi	0.04531	OK
+0.90D+W+0.90H	5.702 psi	164.317 psi	0.0347	OK
+0.90D+E+0.90H	5.583 psi	164.317 psi	0.03398	OK

All units k