



**Board of Adjustments
Meeting Agenda
May 22, 2024
Bentonville City Hall
Meeting Time: 4:00 PM**

Registration Link: <https://us06web.zoom.us/j/87088778514>

I. Call to Order

II. Approval of Minutes

1. May 8th Meeting Minutes

Approval of Meeting Minutes

III. New Business

1. Stansfield

Variance*

1106 Northwest G Street ([VAR24-0005](#))
Section 601.01 Accessory Structures (e) Height

2. Scissortail Homes of NWA LLC

Appeal of Interpretation*

3801 Southwest Rhythm Avenue ([VAR24-0006](#))
Section 401.07 Residential (R) district setback standards (3.b) Side or rear-loading garage

3. SPRINGFIELD SIGN

Variance*

Southeast 8th Street ([VAR24-0007](#))

IV. Old Business

V. Other Business

VI. Adjournment



**Board of Adjustments
Meeting Agenda
May 8, 2024
Bentonville City Hall
Meeting Time: 4:00 PM**

Registration Link: <https://us06web.zoom.us/rec/share/vN6j4NK-BYl2PbwOhsyeetRyLid-QVPcBjx95ovPpfQTSqWMvoER94Y1kYHcOkf5.8bYaGweQEnJibX7b>

I. Call to Order

- Meeting called to order at 4:00 PM by Chairman Kruithof.
- Members present: BJ Phillips, Celia Swanson, Dean Kruithof, Sam Pearson
- Members absent: Joe Haynie
- Staff present: Tom Adler, Bradley Gavrielides, Keegan Stanton

II. Approval of Minutes

1. April 10th Meeting Minutes

Approval of Meeting Minutes

- Motion to approve as amended by Phillips, second by Swanson.
- Minutes are approved 4-0.

III. New Business

1. Otis Corley Development

Variance*

OTIS CORLEY DR ([VAR24-0004](#))
Section 401.09 (c) of Zoning Code

- Mr. Stanton provides an overview of the staff report.
- Staff clarifies the variance request and where the variance is being requested.
- James Birke from Ecological Design Group provides details on the request.
- Discussion between the Board and the applicant on the reasoning behind the request and why it is needed.
- Motion to approve by Phillips, second by Pearson.
- Variance is approved 4-0.

IV. Old Business

V. Other Business

VI. Adjournment

- Meeting Adjourned.



Stansfield

1106 Northwest G Street

BOA Date: 5/22/2024

Staff Report Details

Project Number	VAR24-0005
Applicant / Current Owner	Adam and Serina
Site Area	+/- 0.33 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Variance Request	Section 601.01 Accessory Structures (e) Height
Related projects	N/A

Property Description

The subject property is located at 1106 Northwest G Street, Lot 3, Block 8 of the Happy Home Subdivision. The property is zoned R-1, Low-Density Single-Family Residential with a future land use map designation of Low Density Residential (LDR). The property has direct access to Northwest G Street.

Regulation

Section 601.01 Accessory Structures (e) Height

Accessory structures shall not exceed the maximum height as allowed by the zoning district in which it is located and shall not exceed the height of the primary structure on the lot.

Variance Request

The applicant is seeking a variance for 1106 Northwest G Street, Lot 3, Block 8 of the Happy Home Subdivision. The variance is related to the allowable height of an accessory structure. The applicant is seeking a variance to allow the accessory structure to be +/- 25 feet high. The existing primary structure is single story.

Background

Per the applicants narrative they are seeking a variance to Ordinance 2022-175 relating to an accessory dwelling unit to be located at 1106 NW G St. Bentonville, AR 72712.

"The property is located at 1106 NW G Street, Bentonville, AR 72712 has a peculiar issue with flooding during the seasonal rains. While another landowner could build a basement that option is not available to us. Other people are able to build a structure in the same footprint with a higher final square footage and still come in under the height requirement than we are able to. We the applicants have done nothing to cause this flooding. We are hoping to achieve the same final square footage enjoyed by other lands in our district while staying inside the same footprint that we are all bound to.

In September of 2021 when we purchased our property Ordinance 2020-225 Section (e) stated "Height. Accessory structures shall not exceed the maximum height as allowed by the zoning district in which it is located". For 1106 NW G St zoned R-1 that is 36ft. Ordinance 2022-175 was later passed and approved adding the caveat "and shall not exceed the height of the primary structure". In 2021 we had started verbally planning for this dwelling unit but have no dated evidence of this.

I am asking for a variance to abide by the Ordinance 2020-225 that was in place when we purchased our property for the construction of a 24 foot 10 inch accessory dwelling unit due to the season flooding."

Public Comment

Has Staff received Public Comment at the time of this report?: **No**

Conditions of Approval

If approved, the following conditions shall apply:

1. The approved variance shall be for the proposed layout, as provided by the applicant within this application.
2. The applicant must obtain a building permit before construction.
3. The accessory structure shall maintain 10' of separation from the existing public sewer main located along the rear (east) of the subject property.

Section 301.10.c, Standards of Approval, of the Zoning Code

Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

- (1) The applicant demonstrates that:
- a. special conditions and circumstances exist which are peculiar to the land, structure or building

Conditions of Approval

involved and which are not applicable to other lands, structure, or buildings in the same district;
b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
c. that special conditions and circumstances do not result from the actions of the applicant; and,
d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

(2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

(4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

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Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

(1) The applicant demonstrates that:

- a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
- b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
- c. that special conditions and circumstances do not result from the actions of the applicant; and,
- d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

(2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

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 Pending BOA Item



VAR24-0005
Stansfield Accessory Dwelling Unit
1106 NW G St



To Whom it may concern,

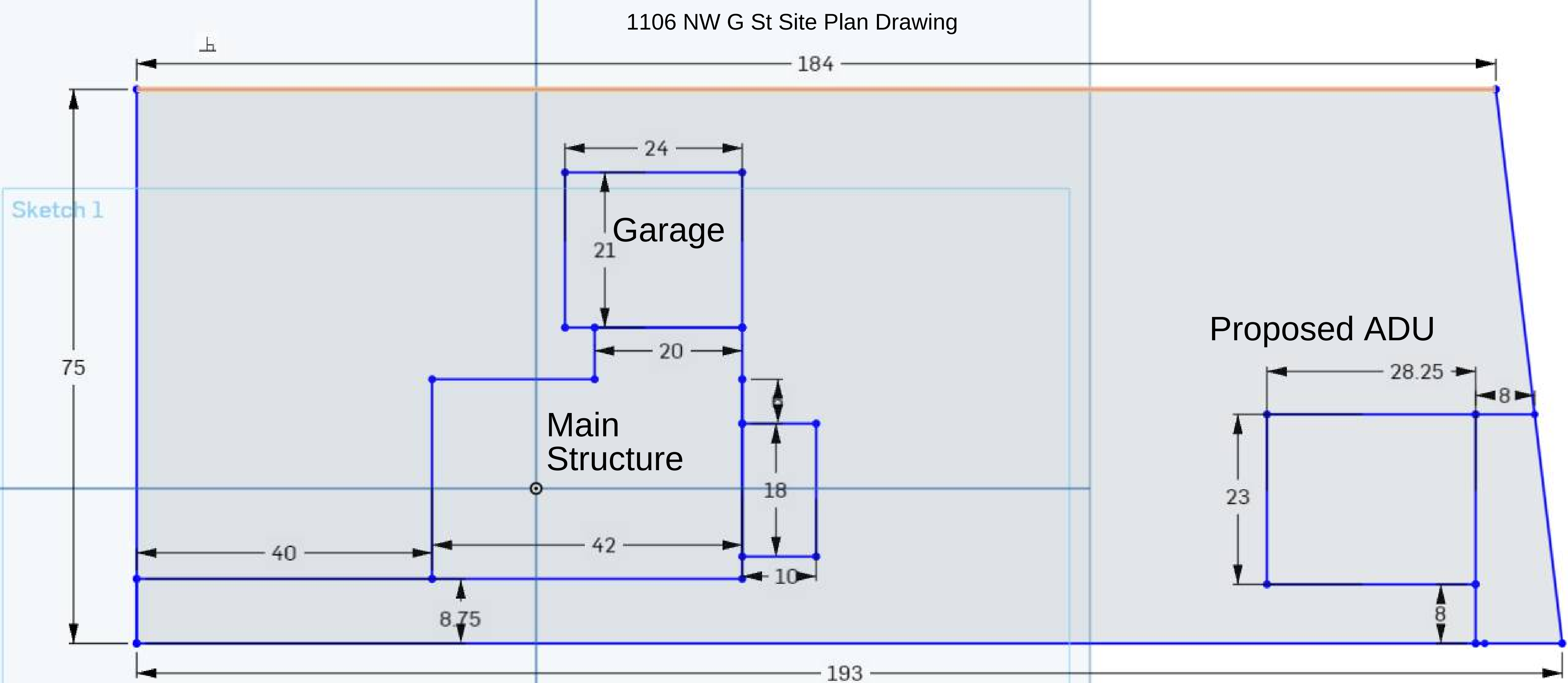
This is a written narrative asking for a variance to Ordinance 2022-175 relating to an accessory dwelling unit to be located at 1106 NW G St. Bentonville, AR 72712.

The property is located at 1106 NW G St. Bentonville, AR 72712 has a peculiar issue with flooding during the seasonal rains. While another landowner could build a basement that option is not available to us. Other people are able to build a structure in the same footprint with a higher final square footage and still come in under the height requirement than we are able to. We the applicants have done nothing to cause this flooding. We are hoping to achieve the same final square footage enjoyed by other lands in our district while staying inside the same footprint that we are all bound to.

In September of 2021 when we purchased our property Ordinance 2020-225 Section (e) stated "Height. Accessory structures shall not exceed the maximum height as allowed by the zoning district in which it is located". For 1106 NW G St zoned R-1 that is 36ft. Ordinance 2022-175 was later passed and approved adding the caveat "and shall not exceed the height of the primary structure". In 2021 we had started verbally planning for this dwelling unit but have no dated evidence of this.

I am asking for a variance to abide by the Ordinance 2020-225 that was in place when we purchased our property for the construction of a 24 foot 10 inch accessory dwelling unit due to the season flooding.

1106 NW G St Site Plan Drawing



Ordinance Number 2020-225 Requires rear and side setbacks of 7 feet for structures with a foot print less than or equal to 720 square feet



Scissortail Homes of NWA LLC

3801 Southwest Rhythm Avenue

BOA Date: 5/22/2024

Staff Report Details

Project Number	VAR24-0006
Applicant / Current Owner	Chad Caletka with CEI for Scissortail Homes of NWA, LLC
Site Area	+/- 0.25 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Variance Request	Section 401.07 Residential (R) district setback standards (3.b) Side or rear-loading garage
Related projects	N/A

Property Description

The subject property is located at 3801 Southwest Rhythm Avenue (Lot 35) in the newly developed Aurora Subdivision Phase 3. The property is zoned R-1, Low-Density Single-Family Residential with a future land use map designation of Agriculture. The property is situated on a corner lot that has direct access to both Southwest Rhythm Avenue and Southwest Heart Beat Street.

Regulation

The applicant is seeking an Appeal of Interpretation for 3801 Southwest Rhythm Avenue for Lot 35 of Aurora Subdivision Phase 3. , The appeal is related to side loading garage setbacks for a corner lot, which faces two streets. The description of the appeal is located at Appendix A Zoning Code / Sec 301.04 Board of Adjustment / c) Powers and duties / (1) Appeal of interpretation, which states:

Appeal of interpretation. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the administrative official in the enforcement of this chapter and floodplain regulations. The board may affirm or reverse, in whole or in part, said decision of the community development director.

Variance Request

The description of the request is as follows. The Aurora Subdivision where the subject property is located is zoned R-1, Low Density Single-family Residential (See Sec 401.07 Residential (R) Districts Regulations), with the setbacks (See (c) Residential (R) districts setback standards) defined as:

R-1 Front Setback = 20 feet

R-1 Interior Side Setback = 7 feet

R-1 Exterior Side Setback = 20 feet

Garages are described as:

a. Street facing garage. The minimum front setback for street facing garages shall be 30 feet from the property line that the garage faces.

b. Side or rear-loading garage. The **minimum front setback for side- or rear-loading garages** shall be 20 feet from the front property line. The minimum garage setbacks apply to attached and detached garages.

Background

Drawings for the subject property are included for reference as part of this application, see Site Map and Site Plan on Sheet A002. Given that lot 35 is on a corner lot, the home's front door faces SW Rhythm Avenue and the garage door faces the side street at SW Heartbeat Street. The Staff interpretation is that the side loading garage setback should be 30 feet since it faces a street. The applicant's interpretation is that the side loading garage setback at Southwest Heartbeat Street should be 20 feet since there is only one front setback for the home, in this case at Southwest Rhythm Avenue.

Further, the Appendix B Land Development Code / Sec 1100.22 Downtown Residential Design Standards / (d) General residential site access and parking / (2) Parking setbacks states:

a. Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

The 20 feet corner lot line setback at side loading garages is supported by other zoning districts and should be consistent with the R-1 side loading garages at corner lots. Maintaining 20 feet side loading garage setbacks provides adequate room for parking, maintains consistency across zoning districts, and provides a better land use than additional driveway paving.

Public Comment

Has Staff received Public Comment at the time of this report?: **No**

Section 301.10.c, Standards of Approval, of the Zoning Code

Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

- (1) The applicant demonstrates that:
 - a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
 - b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
 - c. that special conditions and circumstances do not result from the actions of the applicant; and,
 - d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.
- (2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- (3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.
- (4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- (5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.
- (6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

 Pending PC Items



SW RHYTHM AVE

SW AURORA LN

SW HEARTBEAT ST

SW ESSENCE AVE

VAR24-0006

Scissortail Homes of NWA LLC
3801 SW RHYTHM AVE





May 3, 2024

City of Bentonville
Planning Department
305 SW "A" Street
Bentonville, AR 72712

**RE: Aurora Subdivision Phase 3
Lot 35 / 3801 SW Rhythm Ave
Board of Adjustment Appeal
CEI Project 32125**

Dear Board of Adjustment,

We are presenting an Appeal of Interpretation for Lot 35 of Aurora Subdivision at 3801 SW Rhythm Avenue, which is related to side loading garage setbacks at a corner lot, which faces two streets. The description of the appeal is located at Appendix A Zoning Code / Sec 301.04 Board of Adjustment / c) Powers and duties / (1) Appeal of interpretation, which states:

Appeal of interpretation. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the administrative official in the enforcement of this chapter and floodplain regulations. The board may affirm or reverse, in whole or in part, said decision of the community development director.

The description of the request is as follows. The Aurora Subdivision where the subject property is located is zoned R-1, Low Density Single-family Residential (See Sec 401.07 Residential (R) Districts Regulations), with the setbacks (See (c) Residential (R) districts setback standards) defined as:

R-1	Front	20 feet
R-1	Interior	7 feet
R-1	Exterior	20 feet

Garages are described as:

- a. Street facing garage. The minimum front setback for street facing garages shall be 30 feet from the property line that the garage faces.
- b. Side or rear-loading garage. The **minimum front setback for side- or rear-loading garages** shall be 20 feet from the front property line. The minimum garage setbacks apply to attached and detached garages.

Drawings for the subject property are included for reference as part of this application, see Site Map and Site Plan on Sheet A002. Given that lot 35 is on a corner lot, the home's front door faces SW Rhythm Avenue

and the garage door faces the side street at SW Heartbeat Street. The Staff interpretation is that the side loading garage setback should be 30 feet since it faces a street. Our interpretation is that the side loading garage setback at SW Heartbeat Street should be 20 feet since there is only one front setback for the home, in this case at SW Rhythm Avenue.

Further, the Appendix B Land Development Code / Sec 1100.22 Downtown Residential Design Standards / (d) General residential site access and parking / (2) Parking setbacks states:

- a. Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

The 20 feet corner lot line setback at side loading garages is supported by other zoning districts and should be consistent with the R-1 side loading garages at corner lots. Maintaining 20 feet side loading garage setbacks provides adequate room for parking, maintains consistency across zoning districts, and provides a better land use than additional driveway paving.

Please reach out if any further details are needed to explain the request.

Thank you for your consideration,

CEI Engineering Associates
Chad Caletka, Project Manager

This drawing is an instrument of service and is the sole property of Verdant Studio, LLC. Any use of this drawing without written consent by Verdant Studio, LLC is prohibited. The architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, for acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. Drawing scales as indicated are for reference only and are not intended to accurately depict actual or designed conditions. Written dimensions shall govern. Drawings are not to be scaled. Materials, fixtures, finishes are representational only.

Heartbeat

Horizon Lot 35 Carson A | Diamond

3801 SW Rhythm Ave., Bentonville, AR 72713

Project Description

A 3,590 SF one-story, single-family house located in the Heart Beat Subdivision. The house to be brick and hardie lap siding with multiple gable roofs.

Project Areas

Main Level - Heated/Cooled - Slab	3,590 Sq Ft
Garage - Slab	750 Sq Ft
Porch - Slabs	447 Sq Ft
Total Estimated Slab	4,787 Sq Ft
Estimated Flatwork	1,290 Sq Ft



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Materials, Fixtures, Finishes are Representational only.

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ELEVATIONS	
A201	ELEVATIONS
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STRUCTURAL	
S001	FOUNDATION PLAN
ELECTRICAL	
E001	POWER & LIGHTING PLAN

GENERAL REQUIREMENTS

1. THE GENERAL REQUIREMENTS OF THE CONTRACT FOR CONSTRUCTION ARE HERE IN MAKE PART OF CONTRACT DOCUMENTS.
2. ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODE, REGULATIONS, AND ORDINANCES HAVING JURISDICTION.
3. ALL CONSTRUCTION SHALL CONFORM TO STANDARD BUILDING INDUSTRY STANDARDS AND SPECIFICATIONS.
4. IT IS INTENDED THAT THE CONTRACTOR PROVIDE A COMPLETE JOB AND ANY OMISSIONS IN THESE NOTES SHALL NOT BE CONSTRUED AS RELIEVING THE CONTRACTOR OF SUCH RESPONSIBILITIES.
5. NO DEFECTIVE WORK IN WORKMANSHIP, QUALITY OR DEFICIENT IN ANY OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS WILL BE ACCEPTABLE DESPITE ARCHITECTS FAILURE TO DISCOVER OR IDENTIFY DEFECTS OR DEFICIENCIES DURING THE COURSE OF CONSTRUCTION. DEFECTIVE WORK DISCOVERED WITHIN THE TIME PERIOD OF THE CONTRACTOR GUARANTEE PERIOD SHALL BE REPLACED OR CORRECTED AS IS ACCEPTABLE TO THE OWNER. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED AS AN ACCEPTANCE OF ANY DEFECTIVE WORK.
6. NOT ALL CONDITIONS MAY BE SHOWN IN DETAILS. CONTRACTOR SHALL PROVIDE INSTALLATIONS WHICH ARE IN CONFORMANCE WITH TYPICAL DETAILS FOR ATYPICAL CONDITIONS. TYPICAL DETAILS SHALL BE CONSTRUED TO PERTAIN TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
7. OMISSIONS OR CONFLICTS IN THE DRAWINGS OR OWNER SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT AND OWNER. THE ARCHITECT AND OWNER SHALL BE ADVISED PRIOR TO PROCEEDING WITH THE WORK.
8. BEFORE PERFORMING ANY WORK OR ORDERING ANY MATERIAL, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. ANY DIFFERENCES SHALL BE SUBMITTED TO THE ARCHITECT & OWNER FOR CONSIDERATION BEFORE PROCEEDING WITH THE WORK.
9. THE WORD "WALL" AND "PARTITION" ARE USED INTERCHANGEABLY IN THESE DOCUMENTS.
10. "TYPICAL" OR "TYP." IS DEFINED AS IDENTICAL FOR ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
11. "SIMILAR" OR "SIM." IS DEFINED AS COMPARABLE CHARACTERISTICS TO THE CONDITION NOTED.
12. "FIELD VERIFY" "F.V." OR "FV" IS DEFINED AS A INSTANCE WHERE THE CONTRACTOR IS TO VERIFY DIMENSIONS OR CONDITIONS IN THE FIELD BEFORE PROCEEDING WITH WORK.
13. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE NEW, UNUSED AND OF THE HIGHEST QUALITY, UNLESS OTHERWISE NOTED. MANUFACTURED MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS, UNLESS A HIGHER QUALITY/METHOD OF INSTALLATION HAS BEEN INDICATED WHICH DOES NOT AFFECT THE PRODUCTS WARRANTY, UL LISTING, OR EFFECTIVENESS.
14. THERE SHOULD BE NO SUBSTITUTION OF MATERIALS WHERE A MANUFACTURER IS SPECIFIED, UNLESS APPROVED OTHERWISE BY THE ARCHITECT. WHERE THE TERM "OR EQUAL" IS USED, THE ARCHITECT & OWNER SHALL DETERMINE IF SUBMITTED MATERIAL/PRODUCT IS "EQUAL". CONTRACTOR TO SUBMIT INFORMATION FOR BOTH INDICATED PRODUCT AND THE SUBSTITUTED PRODUCT WITH A LINE BY LINE COMPARISON IF REQUIRED BY THE ARCHITECT.
15. ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL HAVE A DESIGN LISTING/NUMBER. ANY EQUIPMENT NOT LISTED WILL BE REQUIRED TO BE FIELD TESTED AND CERTIFIED BY AN APPROVED TESTING AGENCY. IT IS THE RESPONSIBILITY OF THE OWNER AND THEIR CONSTRUCTION TEAM TO NOTIFY THE BUILDING DEPARTMENT IF FIELD-TESTING IS REQUIRED FOR ANY EQUIPMENT WITHOUT AN EQUIVALENT LISTED LABEL APPROVED BY THE BUILDING DEPARTMENT. PROOF OF EQUIPMENT CERTIFICATION WILL NEED TO BE SUBMITTED AND APPROVED BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED.
16. EQUIPMENT INSTALLATION MAY REQUIRE SEPARATE PERMITS: PROVIDE CALCULATIONS AND ANCHORAGE DETAILS FOR ALL EQUIPMENT WEIGHING 400 LBS. OR MORE. NOTE THAT EQUIPMENT AT ANY WEIGHT MOUNTED AT MORE THAN 4 FEET ABOVE FLOOR HEIGHT SHALL BE PROVIDED WITH ANCHORAGE (ASCE 7-05 SEC. 13.1.4)
17. REFLECTED CEILING PLANS/ELECTRICAL PLANS: THE CONTRACTOR SHALL COORDINATE ANY AND ALL MECHANICAL, ELECTRICAL, COMMUNICATIONS, PLUMBING, AND STRUCTURE THAT ARE REQUIRED FOR CLEARANCES INDICATED ON THE DRAWINGS.
18. THE DESIGN WORK DOES NOT INCLUDE STRUCTURAL & ENGINEERING DESIGN. ALL REMARKS REGARDING STRUCTURAL ELEMENTS ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY SIZING, CONNECTION, AND LOCATION WITH A LICENSED STRUCTURAL ENGINEER, IN THE JURISDICTION.
19. ALL DIMENSIONS ARE TO NEW-FRAMED WALL STUD AS INDICATED. CONTACT ARCHITECT IMMEDIATELY IF DISCREPANCY ARISES.
20. STUD WALLS TO BE 3 1/2" SOUTHERN YELLOW PINE STUDS OR DOUGLAS FIR @ 16" O.C. UNLESS OTHERWISE NOTED.
21. PROVIDE 5 1/2" SOUTHERN YELLOW PINE STUDS OR DOUGLAS FIR @ ALL TOILET LOCATIONS.
22. ALL EXTERIOR JOINTS BETWEEN DISSIMILAR MATERIALS TO BE SEALED.
23. ALL DISSIMILAR INTERIOR FINISHES TO BE CAULKED.
24. DO NOT DRILL OR CUT HOLES IN THE CONCRETE SLAB WITHOUT CONSULTING ARCHITECT.
25. DIMENSIONS SHOWN ON CONSTRUCTION DOCUMENTS. DRAWINGS ARE NOT TO BE SCALED.



Jessica Hester, AIA
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www.verdant-studio.com

Aurora NWA
Heartbeat
Lot 35 Carson A
3801 SW Rhythm Ave.,
Bentonville, AR 72713

Project Number: 24-060

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on extensions of the project, or other projects, except by agreement in writing and appropriate compensation to the Architect.

The General Contractor is responsible for confirming and correlating dimensions at the job site. Drawings are not to be scaled. The Architect will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the project.

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BUILDER CONTACT INFO:

Scissortail Homes

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bob@leadershipproperties.com
Julie Vaught
julie@leadershipproperties.com

Chad Mentius
chad@sapphirehomesar.com

ISSUE	ID	CHANGE NAME	BY	Revis ion ID	

BANK SET 03.14.24
PERMIT SET 03.27.24

COVER SHEET

A001

This drawing is an instrument of service and is the sole property of Verdant Studio, LLC. Any use of this drawing without written consent by Verdant Studio, LLC is prohibited. The architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, for act or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. Drawing scales as indicated are for reference only and are not intended to be used for construction purposes. Drawing shall be used in accordance with the contract documents. Drawing scales as indicated are for reference only and are not intended to be used for construction purposes.

PROPERTY INFORMATION

Project Type: A 3,590 SF one-story, single-family house located in the Heartbeat Subdivision on Lot 35. The house to be brick and hardie lap siding with multiple gable roofs.

Owners: Scissortail Homes

Site Address: 3801 SW Rhythm Ave., Bentonville, AR 72713

Project Number: 24-060

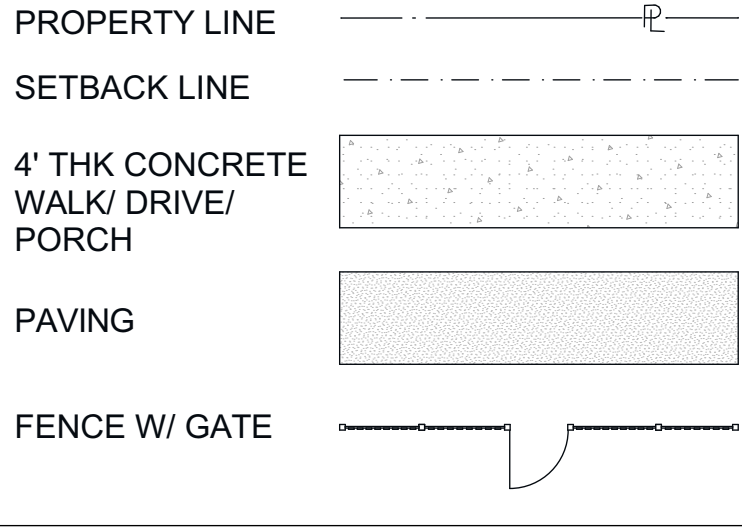
Lot Number: 35

Setbacks: West Side 7'-0", East Side 20'-0", Rear 25'-0", Front 20'-0"

Building Height: 27'-0"

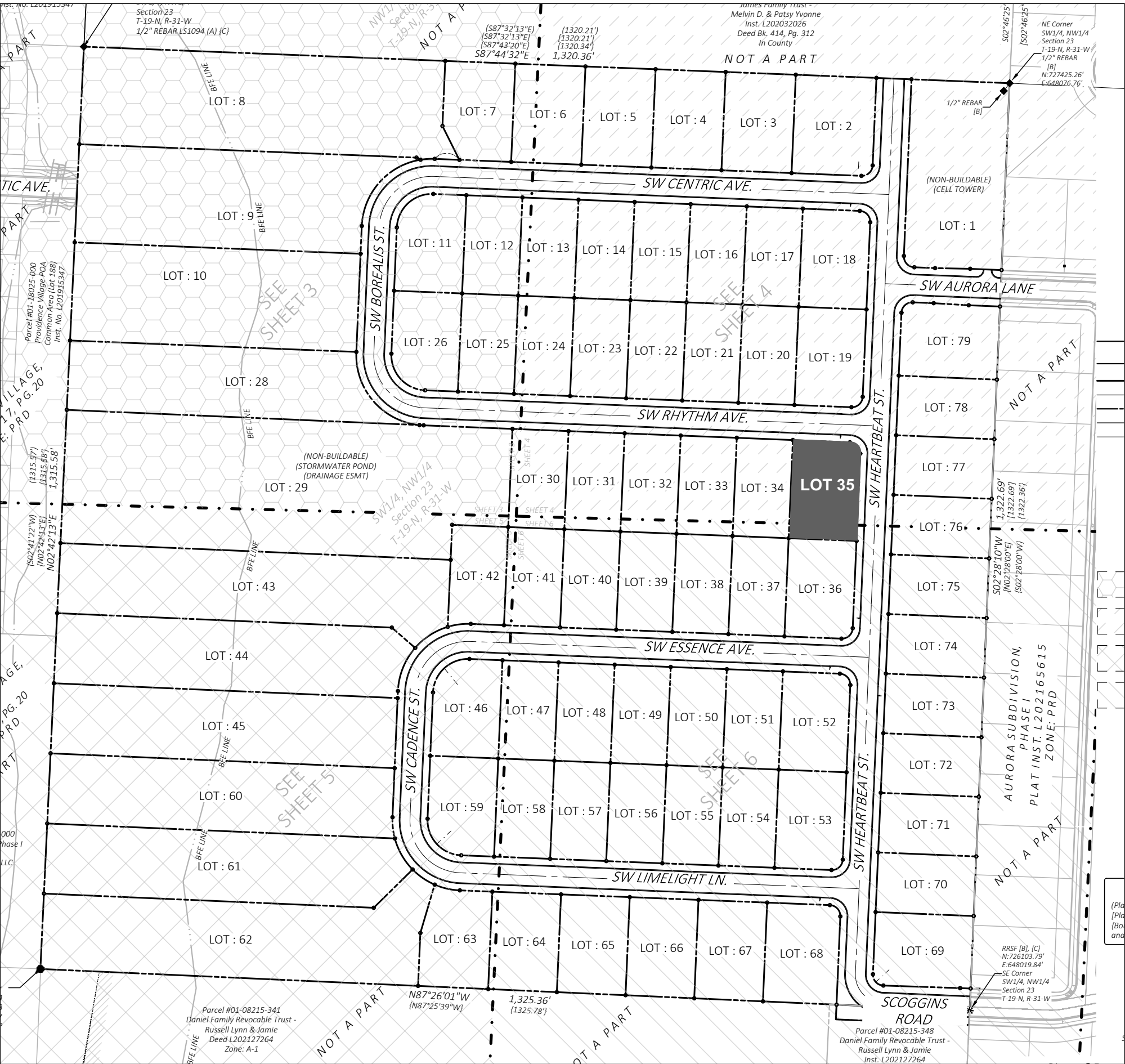
Foundation Type: Slab on Grade

SITE LEGEND



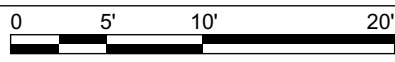
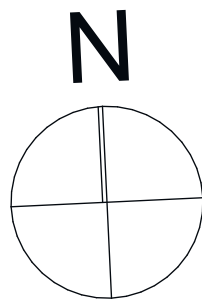
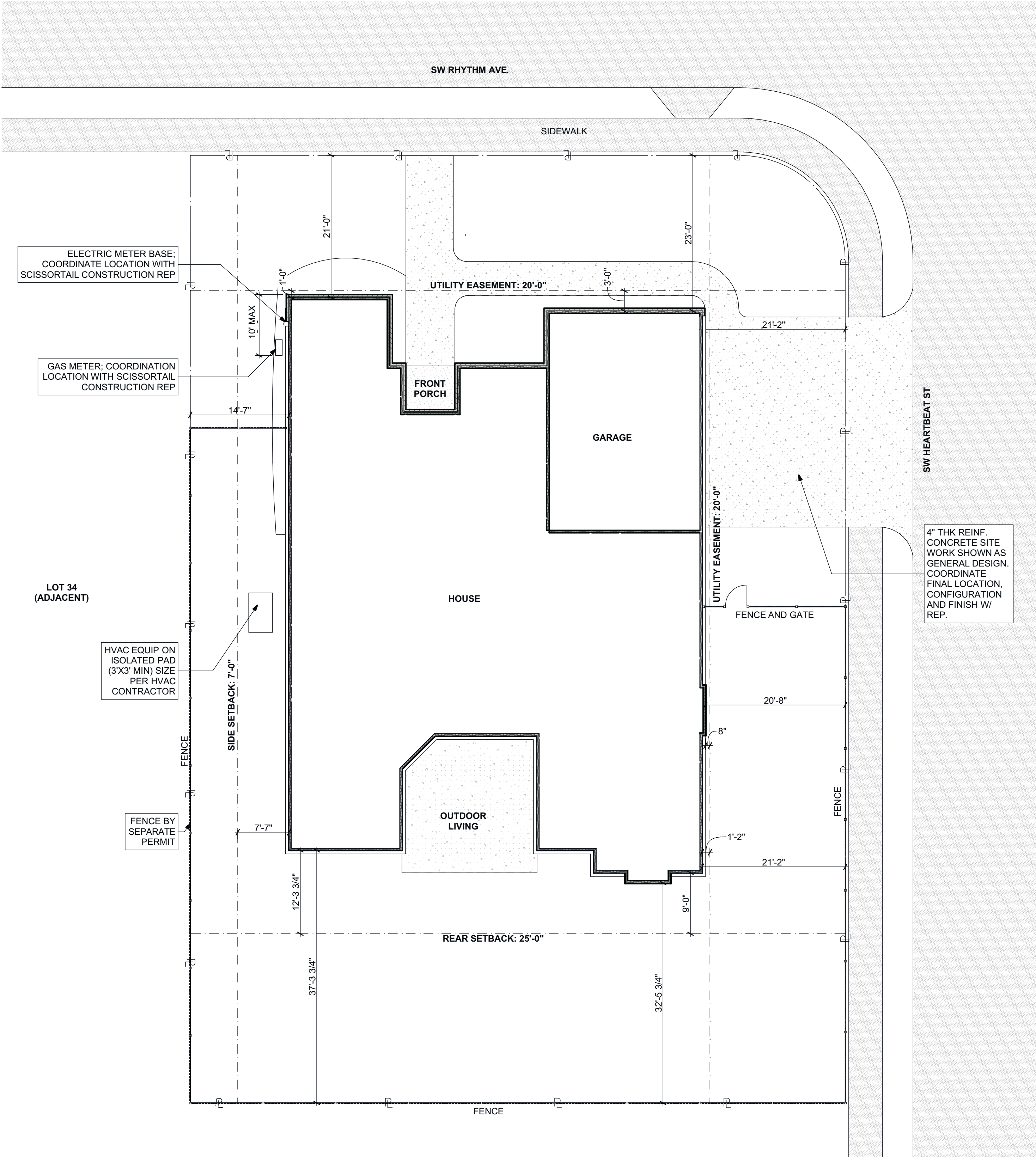
GENERAL SITE PLAN NOTES:

1. SITE BOUNDARY INFORMATION IS PROVIDED BY OTHERS. VERIFY OVERALL DIMENSIONS BEFORE STAKING HOUSE.
2. ALL DIMENSIONS ARE TO THE FACE OF STUD/SLAB AND ADJACENT PROPERTY LINE.
3. LANDSCAPING DESIGN PROVIDED BY OTHERS. PLANTINGS ARE REPRESENTATIONAL ONLY.
4. FINAL GAS METER LOCATION TO BE DETERMINED BY CONTRACTOR BUT MUST BE WITHIN 10'-0" OF HOUSE EDGE AT CLOSEST ALLEY OR ROAD.
5. THE ARCHITECT DOES NOT HAVE ACCESS TO GRADING INFORMATION. CONTRACTOR IS RESPONSIBLE TO VERIFY THAT SITE CONDITIONS MEET NECESSARY GRADING AND DRAINAGE REQUIREMENTS. ANY ADJUSTMENT TO THE LOCATION OF THE BUILDING TO BE APPROVED BY ARCHITECT.
6. CONTRACTOR TO PROVIDE MAILBOX PER NEIGHBORHOOD STANDARDS AND LOCATION DESIGNATION.
7. CONTRACTOR TO INSTALL CONTROL JOINTS IN CONCRETE SITE WORK AS REQUIRED TO AVOID EXCESSIVE CRACKING AND AS DIRECTED BY SCISSORTAIL REP.



2 HORIZON NEIGHBORHOOD SITE MAP
A002 NOT TO SCALE

1 ARCHITECTURAL SITE PLAN
A002 SCALE: 1" = 10'



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Aurora NWA
Heartbeat
Lot 35 Carson A
3801 SW Rhythm Ave.,
Bentonville, AR 72713

Project Number: 24-060

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ARCHITECTURAL SITE
PLAN

A002

Heartbeat
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Bentonville, AR 72713

Project Number: 24-060

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A101

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Page 18

4. FURNITURE IS REPRESENTATIONAL TO SHOW SCALE OF ROOM.



1 PUBLIC FLOOR PLAN
A101 SCALE: 3/16" = 1'-0"

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FRAMING NOTES:

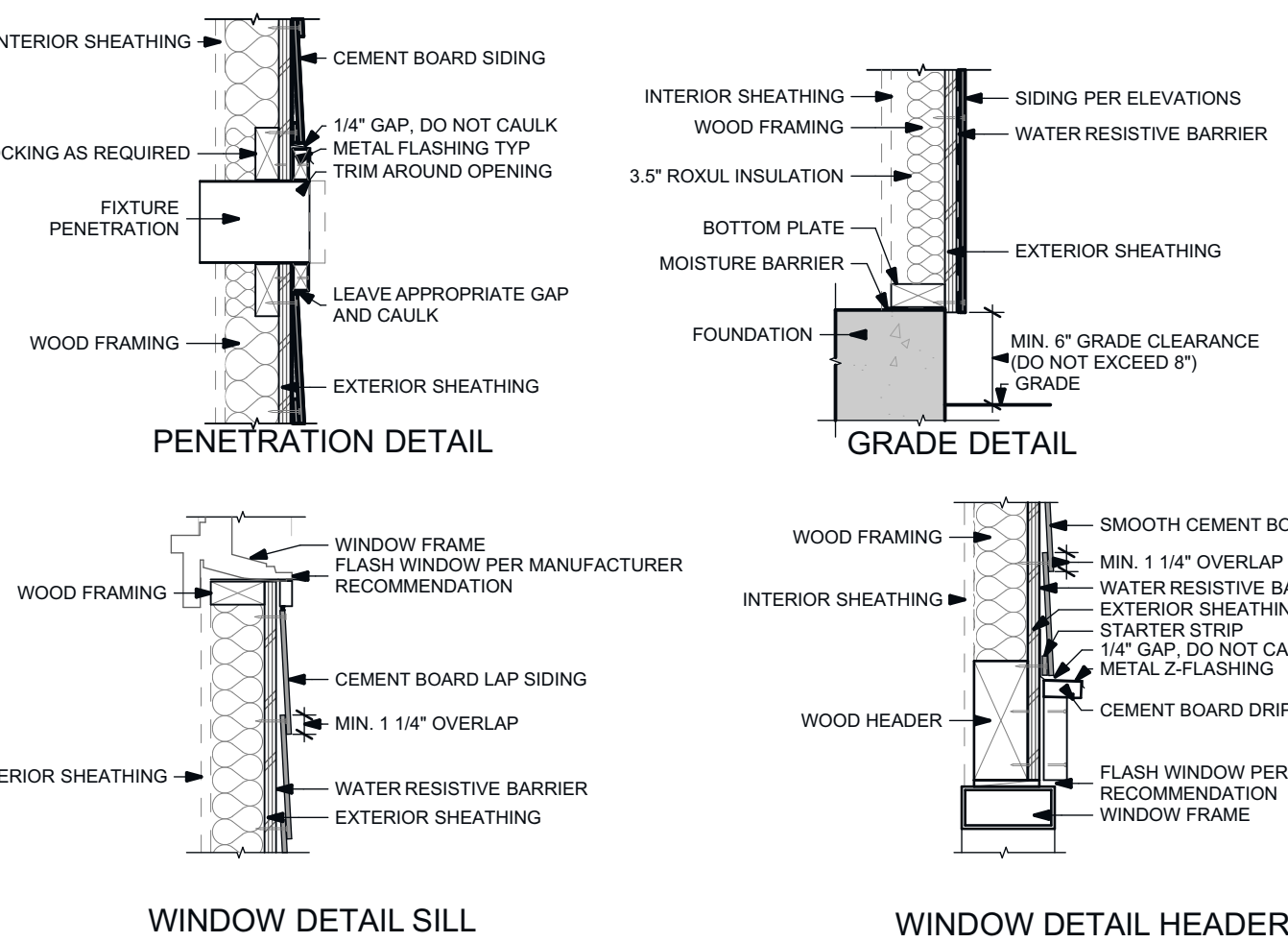
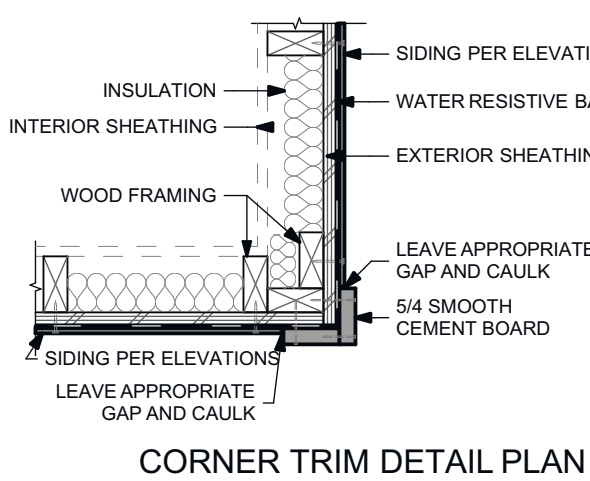
- ALL DIMENSIONAL LUMBER SHALL BE SOUTHERN YELLOW PINE OR DOUGLAS FIR LARCH NO. 2 AND LARGER LUMBER SHALL BE SOUTHERN YELLOW PINE OR DOUGLAS FIR NO.1 OR BETTER, UNO.
- I-JOISTS AND LVL MEMBERS MUST BE INSTALLED IN COMPLIANCE WITH THEIR LISTINGS.
- ALL TRUSSES SHALL BE ENGINEERED AND STAMPED WITH A SEPARATE ENGINEERED DOCUMENT.
- THE DESIGN WORK DOES NOT INCLUDE STRUCTURAL & ENGINEERING DESIGN. ALL REMARKS REGARDING STRUCTURAL ELEMENTS ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY SIZING, CONNECTION, AND LOCATION WITH A LICENSED STRUCTURAL ENGINEER, IN THE JURISDICTION.
- PRE-MANUFACTURED WOOD JOISTS & TRUSSES SHALL BE OF THE SIZE AND TYPE REQ'D TO CARRY LOAD, MANUFACTURED BY THE TRUSS OR JOIST COMPANY. NO MEMBERS SHALL BE MODIFIED AND MUST BE INSTALLED IN COMPLIANCE WITH THEIR LISTINGS. PROVIDE BRIDGING IN CONFORMANCE WITH THE MANUFACTURERS RECOMMENDATIONS. MEMBERS AND BRIDGING SHALL BE CAPABLE OF RESISTING THE WIND UPLIFT NOTED ON THE DRAWINGS. THE MANUFACTURER SHALL VISIT JOB SITE AS REQUIRED AND VERIFY THE PROPER INSTALLATION OF THE JOISTS & TRUSSES IN WRITING TO THE CONTRACTOR/ENGINEER. PRE-MANUFACTURED WOOD JOIST ALTERNATES WILL BE CONSIDERED, PROVIDED THE ALTERNATE IS COMPATIBLE WITH THE LOAD CAPACITY, STIFFNESS, DIMENSIONAL, AND FIRE RATING REQUIREMENTS OF THE PROJECT, AND IS ENGINEER ORICBO APPROVED.
- ALL JOISTS AND RAFTERS/TRUSSES SHALL HAVE SOLID BLOCKING AT THEIR BEARING POINTS. CONNECT BLOCKING TO TOP OF WALL W/ SIMPSON FRAMING ANCHORS.
- ALL WOOD & IRON CONNECTIONS MUST CARRY THE CAPACITY OF THE MEMBER. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS. IF OTHER THAN STANDARD CONNECTIONS ARE REQUIRED, CONTACT PROJECT ENGINEER FOR ASSISTANCE. USE SIMPSON OR OTHER ICC LISTED CONNECTIONS.
- ALL HANGERS AND NAILS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE SIMPSON Z-MAX HANGERS OR STAINLESS STEEL.
- NAILS: ALL SHEAR WALL SHEATHING NAILS SHALL BE COMMON NAILS ALL FRAMING NAILS SHALL BE COMMON NAILS. OR HOT DIPPED GALVANIZED BOX NAILS. FRAMING NAILS SHALL BE PER IBC TABLE 2304.9.1 OR IRC TABLE R602.3(1).
- THRUST SHALL BE ELIMINATED BY THE USE OF COLLAR TIES OR CEILING JOISTS, WHERE REQUIRED.
- BEVELED BEARING PLATES ARE REQUIRED AT ALL BEARING POINTS FOR RAFTERS/TRUSSES.
- ALL COLUMNS SHALL EXTEND DOWN THRU THE STRUCTURE TO THE FOUNDATION. UNO. ALL COLUMNS SHALL BE BRACED AT ALL FLOOR LEVELS. COLUMNS SHALL BE THE SAME WIDTH AS THE MEMBERS THAT THEY ARE SUPPORTING.
- ALL EXTERIOR WALLS SHALL BE SHEATHED WITH 7/16" THICK ZIP-R SHEATHING OR EQUAL W/ 8D COMMON NAILS @ 6" O.C. @ EDGES @ 12" O.C. IN FIELD, UNO. SHEATHING SHALL BE CONTINUOUS ACROSS ALL HORIZONTAL FRAMING JOINTS. REFER TO MFG SPECIFICATIONS FOR SPECIFIC INSTALL REQ'TMS.
- ALL ROOF SHEATHING AND SUB-FLOORING SHALL BE INSTALLED WITH FACE GRAIN PERPENDICULAR TO SUPPORTS, EXCEPT AS INDICATED ON THE DRAWINGS. ROOF SHEATHING SHALL EITHER BE BLOCKED, TONGUE-AND-GROOVE, OR HAVE EDGES SUPPORTED BY PLYCLIPS. SHEAR WALL SHEATHING SHALL BE BLOCKED WITH 2X FRAMING AT ALL PANEL EDGES. SHEATH ROOF PRIOR TO ANY OVER FRAMING.
- PLYWOOD PANELS SHALL CONFORM TO THE REQUIREMENTS OF "U.S. PRODUCT STANDARD PS 1 FOR CONSTRUCTION AND INDUSTRIAL PLYWOOD" OR APA PRP-108 PERFORMANCE STANDARDS. UNO. PANELS SHALL BE APARATED SHEATHING, EXPOSURE 1, OF THE THICKNESS AND SPAN RATING SHOWN ON THE DRAWINGS. PLYWOOD INSTALLATION SHALL BE IN CONFORMANCE WITH APA RECOMMENDATIONS. ALLOW 1/8" SPACING AT PANELS ENDS AND EDGES, UNLESS OTHERWISE RECOMMENDED BY THE PANEL MANUFACTURER.
- GLULAM BEAMS SHALL BE FABRICATED IN CONFORMANCE WITH U.S. PRODUCT STANDARD PS 56, "STRUCTURAL GLUED LAMINATED TIMBER" AND AMERICAN INSTITUTE OF TIMBER CONSTRUCTION, ATTIC 117. EACH MEMBER SHALL BEAR AN ATIC OR APA-EWS IDENTIFICATION MARK AND BE ACCOMPANIED BY A CERTIFICATE OF CONFORMANCE. ONE COAT OF END SEALER SHALL BE APPLIED IMMEDIATELY AFTER TRIMMING IN EITHER SHOP OR FIELD.
- GLULAM BEAMS SHALL BE 24F-V4 DF/DF OR EQUAL FOR SIMPLE SPANS, AND 24F-V8 DF/DF FOR CONTINUOUS SPANS.
- "VERSA-LAM" & "MICRO-LAM MEMBERS SHALL BE GRADE 2.0 E.
- ALL WOOD IN CONTACT W/ CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
- ALL WOOD & IRON CONNECTORS SHALL BE INSTALLED W/ ALL REQUIRED FASTENERS IN COMPLIANCE W/ THEIR WRITTEN APPROVAL.
- ALL HANGERS TO BE "SIMPSON" OR EQUAL. ALL BE 3/4" T & G INT-APA RATED.
- PROVIDE AND INSTALL FIRE BLOCKING AT 10'-0" O.C. VERTICALLY IN WALL CAVITIES AND IN CONCEALED SPACES PER IRC 2012 SECTION 302.11.
- PROVIDE AND INSTALL WALL BRACING PER IRC 2012 SECTION 602.10. BLOCKING IS REQUIRED AT ALL BRACED WALL PANEL JOINTS.
- VERIFY LOCATION AND ORIENTATION OF ATTIC ACCESS ONCE FRAMING IS INSTALLED. CONSIDER OPERATION OF LADDER.

GENERAL NOTES:

- EXTERIOR WALL FRAMING SHALL BE 2X4 WOOD STUDS AT 16" O.C MAX U.N.O.
- INTERIOR WALL FRAMING SHALL BE 2X4 WOOD STUDS AT 16" O.C MAX U.N.O.
- PROVIDE WOOD BLOCKING AS REQUIRED TO INSTALL CABINETS, ACCESSORIES, RAILING, ETC.
- INSTALL INTERIOR DOORS SUCH THAT THERE IS 4" MINIMUM CLEAR ON BOTH SIDES OF THE DOOR TO THE ADJACENT FINISHED WALL SURFACES
- SEE OPENING PLAN FOR ADDITIONAL DIMENSIONING REQUIREMENTS. RELATIVE TO OPENING/DOORS/WINDOWS.
- REFER TO THE DOOR AND WINDOW SCHEDULES (A/103) FOR THEIR RESPECTIVE SIZES AND HEADER HEIGHTS. REFER TO OPENING PLAN (A/103) FOR OPENING LOCATIONS.
- COORDINATE EQUIPMENT ROUGH OPENING REQUIREMENTS, SIZES, AND LOCATIONS WITH THE RESPECTIVE EQUIPMENT, ONCE SELECTED
- DIMENSIONS SHOWN ARE TO THE FACE OF STUDS AND TO THE CENTER LINES OF THE DOORS, WINDOWS AND COLUMNS, UNO.
- CONTRACTOR TO F.V. NUMBER OF STEPS REQUIRED TO MEET GRADE, UNO.
- CONTRACTOR TO COORDINATE FURR OUTS FOR COLUMNS NECESSARY FOR TRUSSES, JOIST, RAFTERS, ETC. DESIGNED BY FRAMING SUBCONTRACTOR.
- FRAMING SUBCONTRACTOR TO COORDINATE WITH THE OWNER PRIOR TO FRAMING AT KITCHEN FRIDGE.
- PROVIDE AND INSTALL FIRE BLOCKING AT 10'-0" O.C. VERTICALLY IN WALL CAVITIES AND IN CONCEALED SPACES PER IRC 2012 SECTION 302.11
- PROVIDE AND INSTALL WALL BRACING PER IRC 2012 SECTION 602.10. BLOCKING IS REQUIRED AT ALL BRACED WALL PANEL JOISTS.

FLOOR PLAN LEGEND

- 2X4" OR 2X6" STUD WALL IF NOTED
- 2X4" OR 2X6" STUD WALL WITH ACOUSTICAL INSULATION
- 2X4" STUD EXTERIOR 6" HARDIE SIDING WALL WITH BATT INSULATION
- 2X4" STUD EXTERIOR BRICK WALL WITH BATT INSULATION
- 2X4" STUD EXTERIOR WALL - STUCCO WITH BRICK WAINSCOT AND BATT INSULATION



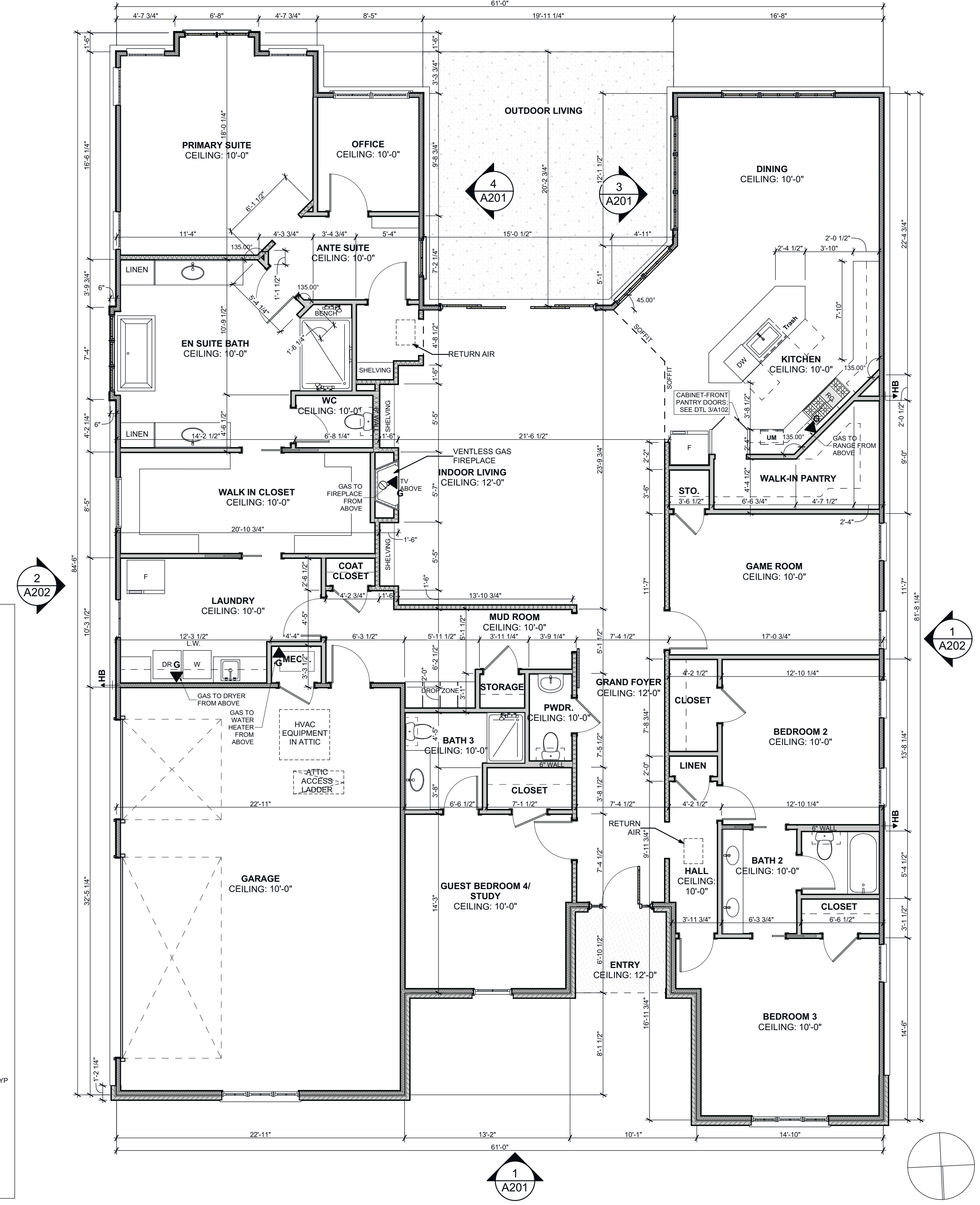
CEMENT BOARD SIDING DETAILS

SCALE: 1" = 1'-0"



WALK-THROUGH PANTRY EXAMPLE

NOT TO SCALE



FLOOR PLAN: WALL FRAMING

SCALE: 3/16" = 1'-0"



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FLOOR PLAN- WALL FRAMING

A102

FRAMING & STRUCTURAL NOTES

2. WALL HEADERS ON EXTERIOR WALLS: (2) 2" X10" DF 2 TYP. INSULATED w/ (1) 2x4 CRIPPLE & (1) 2X KING, UNO.

3. ANY OPENING GREATER THAN 6' REQUIRES A LVL OR STRUCTURALLY ENGINEERED BEAM/HEADER.

4. THE DESIGN WORK DOES NOT INCLUDE STRUCTURAL & ENGINEERING DESIGN. ALL REMARKS REGARDING STRUCTURAL ELEMENTS ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY SIZING, CONNECTION, AND LOCATION WITH A LICENSED STRUCTURAL ENGINEER, IN THE JURISDICTION.

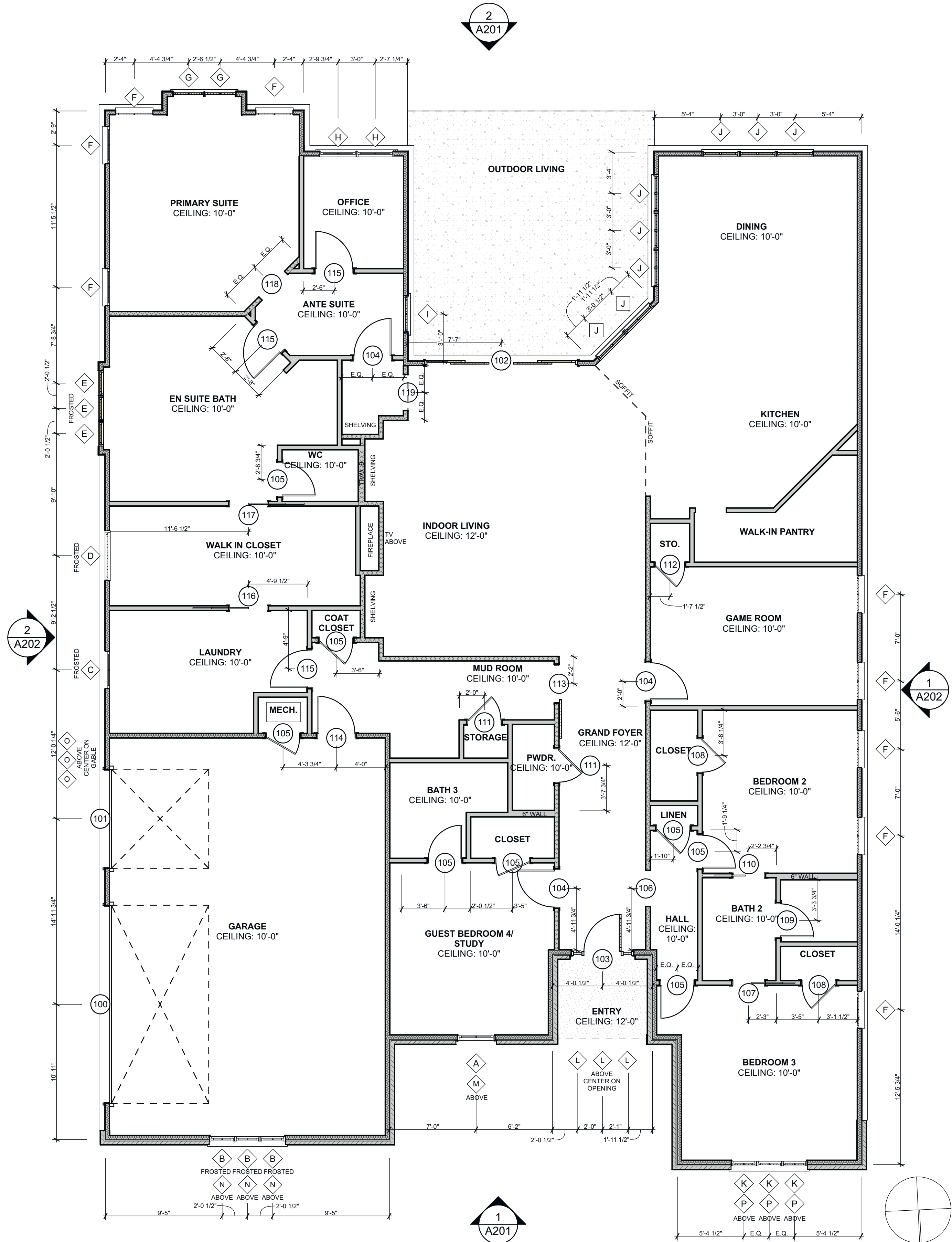
5. REFER TO A102 FOR FULL FRAMING NOTES AND INFORMATION.

DOOR SCHEDULE				
MARK	WIDTH	HEIGHT	SWING	NOTES/REMARKS
100	16'-0"	8'-0"		OVERHEAD GARAGE DOOR - INSULATED
101	8'-0"	8'-0"		OVERHEAD GARAGE DOOR - INSULATED
102	12'-0"	8'-0"		EXTERIOR DOUBLE SLIDING DOORS W/ 3'-0" SIDELIGHTS, EA. SIDE
103	3'-0"	8'-0"	R	EXTERIOR SWING W/18" TRANSOM & 12" SIDELIGHTS
104	3'-0"	8'-0"	R	STANDARD INTERIOR - WOOD SWING
105	2'-8"	8'-0"	R	STANDARD INTERIOR - WOOD SWING
105	2'-8"	8'-0"	L	STANDARD INTERIOR - WOOD SWING
106	3'-0"	8'-0"		CASED OPENING
107	2'-6"	6'-8"		INTERIOR POCKET DOOR WEST
108	2'-8"	6'-8"	L	STANDARD INTERIOR - WOOD SWING
109	2'-8"	6'-8"	R	STANDARD INTERIOR - WOOD SWING
110	2'-6"	6'-8"		INTERIOR POCKET DOOR EAST
111	2'-8"	8'-0"	L	STANDARD INTERIOR - WOOD SWING
112	2'-4"	8'-0"	R	STANDARD INTERIOR - WOOD SWING
113	3'-0"	8'-0"	R	WALL MOUNT BARN STYLE SLIDING DOOR, SINGLE
114	3'-0"	8'-0"	L	INSULATED EXTERIOR METAL SWING
115	3'-0"	8'-0"	L	STANDARD INTERIOR - WOOD SWING
116	3'-0"	8'-0"		INTERIOR POCKET DOOR EAST
117	3'-0"	8'-0"		INTERIOR POCKET DOOR WEST
118	3'-0"	9'-0"		CASED OPENING

1. PROVIDE STC RATED DOORS AT ALL WALLS WITH ACOUSTIC INSULATION.
2. PROVIDE APPROPRIATE HARDWARE AT ALL OPENINGS.
3. ALL BARN-STYLE SLIDERS TO BE FRAMED 1" INSIDE DOOR ON ALL SIDES EXCEPT SILL/THRESHOLD

1. REFER TO ELEVATIONS FOR DIVIDED LIGHTS AND WINDOW DESIGN.

MARK	WIDTH	HEIGHT	HEADER HEIGHT	NOTES/REMARKS
A	3'-0"	7'-0"	9'-0"	SINGLE HUNG, DIVIDED LIGHT 2X4
B	2'-0"	7'-0"	9'-0"	FIXED, DIVIDED LIGHT 2X3; GANG UNITS, FROSTED
C	3'-0"	6'-0"	8'-0"	SINGLE HUNG, DIVIDED LIGHT 2X4; FROSTED
D	4'-0"	1'-6"	8'-0"	FIXED, FROSTED
E	2'-0"	5'-0"	8'-0"	FIXED; GANG UNITS, FROSTED
F	3'-0"	6'-0"	8'-0"	SINGLE HUNG, DIVIDED LIGHT 2X4
G	2'-6"	6'-0"	8'-0"	FIXED, DIVIDED LIGHT 2X4; GANG UNITS
H	3'-0"	3'-0"	8'-0"	FIXED, DIVIDED LIGHT 2X2; GANG UNITS
I	3'-0"	6'-0"	8'-0"	FIXED, DIVIDED LIGHT 2X2
J	3'-0"	6'-0"	8'-0"	FIXED, DIVIDED LIGHT 2X2; GANG UNITS
K	2'-0"	7'-0"	9'-0"	FIXED, DIVIDED LIGHT 2X3; GANG UNITS
L	1'-6"	5'-0"	18'-0"	FIXED, DIVIDED LIGHT 2X4
M	1'-6"	4'-0"	17'-0"	FIXED, DIVIDED LIGHT 2X4
N	2'-0"	5'-0"	15'-2"	FIXED, DIVIDED LIGHT 2X3; GANG UNITS
O	1'-6"	5'-0"	19'-0"	FIXED, DIVIDED LIGHT 2X4
P	2'-0"	2'-0"	12'-2"	FIXED, DIVIDED LIGHT 2X2; GANG UNITS



1 A103

OPENING FLOOR PLAN

SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"

Aurora NWA
Heartbeat
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OPENING PLAN

A103

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ROOF PLAN

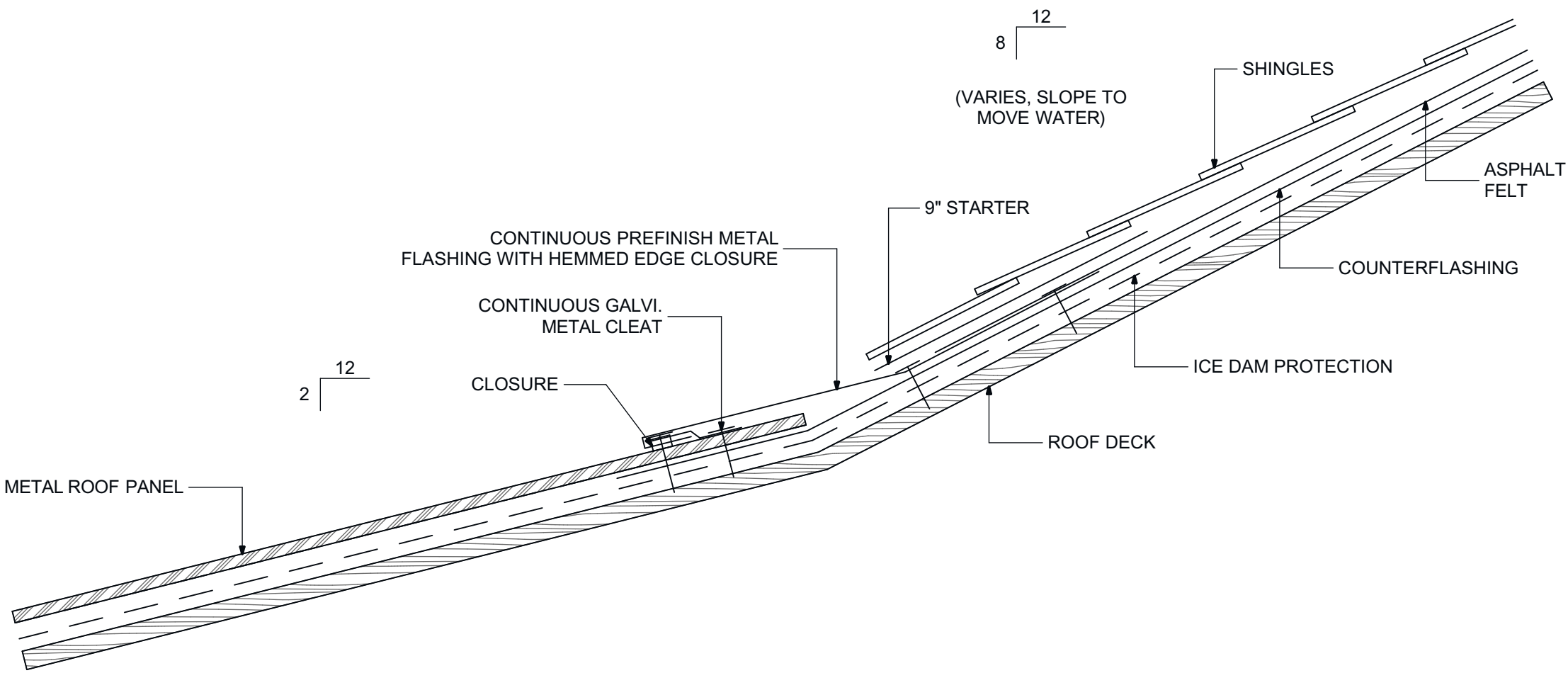
A104

ROOF PLAN NOTES

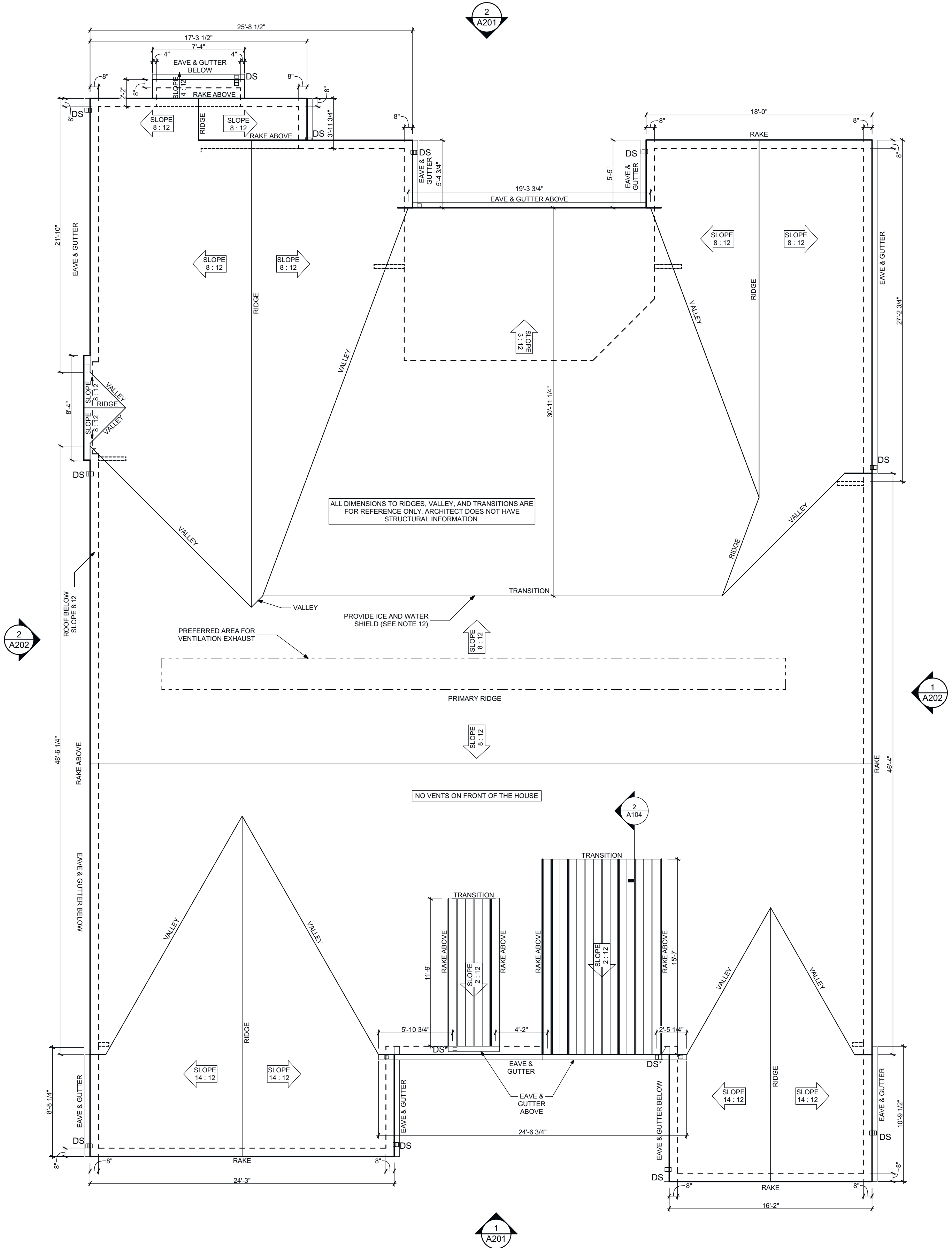
- MECHANICAL EQUIPMENT VENTS ARE NOT SHOWN BUT ARE REQUIRED, INSTALL ON BACK SIDE OF PRIMARY RIDGE LINE.
- ENCLOSED ATTICS AND RAFTER SPACES SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE AND THE OPENINGS SHALL BE PROTECTED AGAINST THE ENTRANCE OF RAIN OR SNOW AND VERMIN.
- IF APPLICABLE, VENTILATION OPENINGS SHALL HAVE CORROSION-RESISTANT WIRE MESH, 1/8" MIN. - 1/4" MAX. OPENING.
- SPECIFIC CHIMNEY COVER TO BE DETERMINED BY THE OWNER. PROVIDE REQUIRED VENTILATION AND STRUCTURE.
- ROOF TO BE ARCHITECTURAL 35 YEARS HIGH DEFINITION SHINGLES, UNO. INSTALL WITH 4":12" SLOPE MIN.
- ENTIRE ROOF TO HAVE 6" METAL FACIA, OR SIM.
- SLOPE TO PROVIDE PROPER DRAINAGE AT CRICKETS. FLASH ADJACENT WALL AS NECESSARY TO ENSURE WATER TIGHTNESS. DO NOT UNDER SLOPE ANGLE OF RUN OFF PER ROOFING MATERIAL MANUFACTURING SPECIFICATIONS.
- PROVIDE AND INSTALL MIN. 1/300 VENTILATION (APPROX. 17SF OR 2,448 SQ. IN.). LOCATE EXHAUST ALONG THE TOP OF THE BACK SIDE OF THE MAIN ROOF AND SPACED EVENLY ALONG THE RIDGE.
- PROVIDE AND INSTALL MIN. R-30 CONTINUOUS ATTIC INSULATION ABOVE CEILING. MAINTAIN MIN. 1" CLEARANCE ABOVE INSULATION FOR PROPER ATTIC VENTILATION. PROVIDE AND INSTALL INSULATION BAFFLES WHERE REQUIRED TO MAINTAIN MIN. CLEARANCE.
- PROVIDE AND INSTALL MIN. 1/300 VENTILATION (APPROX. 15SF OR 2,100 SQ. IN.) LOCATE EXHAUST ALONG THE TOP OF THE MAIN ROOF AND SPACED EVENLY ALONG THE RIDGE.
- PROVIDE SOFFIT VENTS IN BALANCE WITH ATTIC VENTILATION (APPROX. 15SF) SIM. TO HARDIE SOFFIT PLUS.
- PROVIDE AND INSTALL GCP ICE AND WATER SHIELD OR EQUAL AT ALL ROOF DECKS AND VALLEYS WITH SLOPE LOWER THAN 4/12 OR WHERE NOTED ON THE ROOF PLAN.

ROOF PLAN LEGEND

- WALL FRAMING BELOW - - - - -
- UPPER WALLS PROTRUDING THRU ROOF BELOW - FLASH AS NECESSARY - - - - -
- DOWNSPOUT DS
- DOWNSPOUT: SHORT TO ROOF BELOW DS*
- GUTTER G
- METAL ROOF [Hatched Pattern]
- NOTE: ATTACH DOWNSPOUTS TO ADJACENT WALLS BELOW



2 A104 ROOF TRANSITION DETAIL
SCALE: 3" = 1'-0"



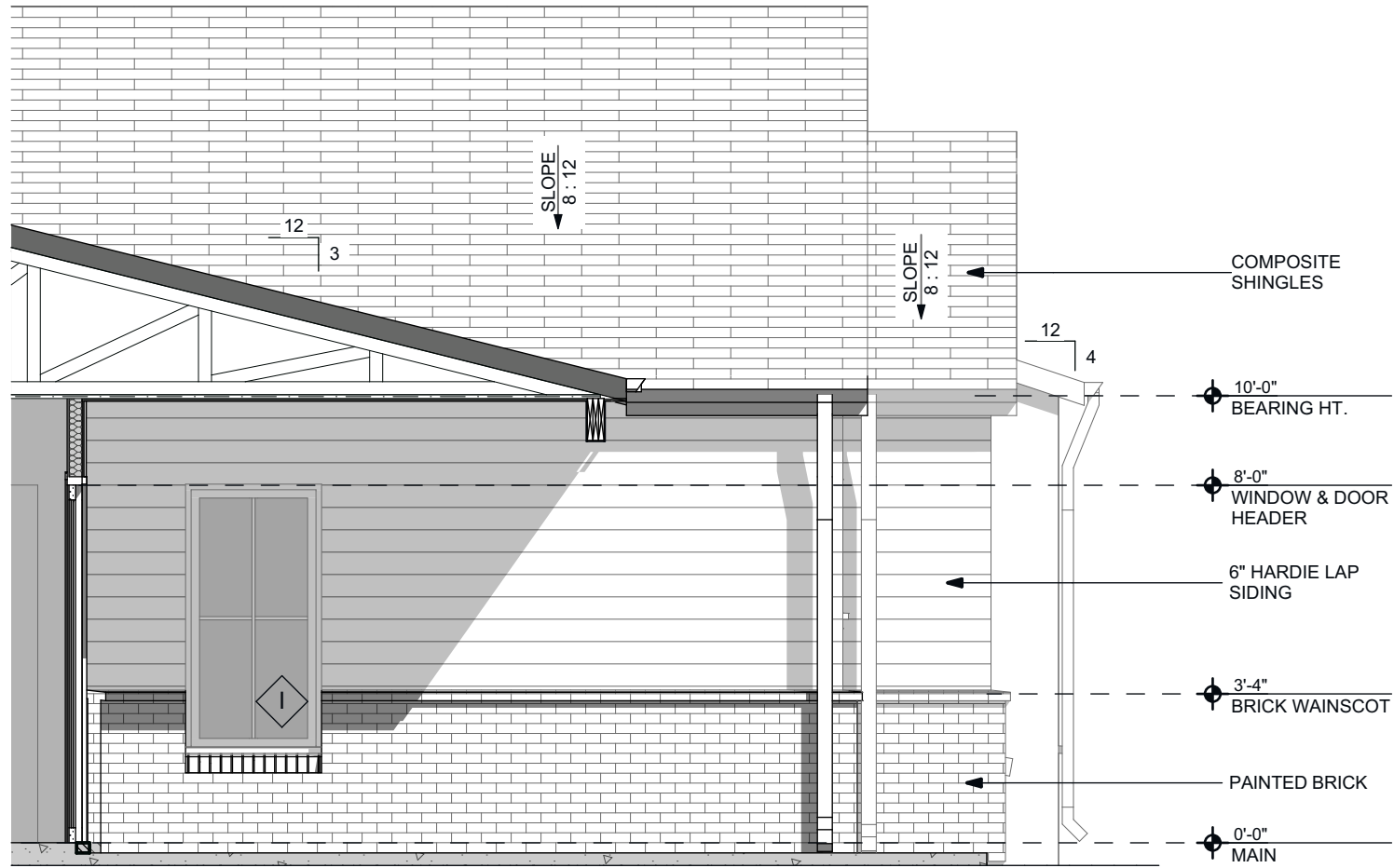
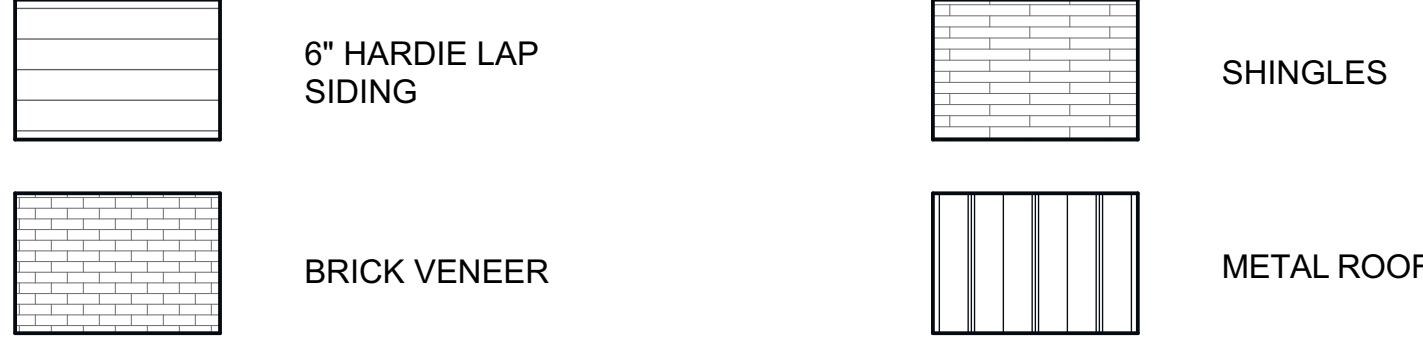
1 A204 ROOF PLAN
SCALE: 3/16" = 1'-0"

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ELEVATION NOTES

1. SEE DOOR/WINDOW SCHEDULE FOR INFORMATION ON DOOR/WINDOW TYPE, SIZING, AND INSULATION
2. INSTALL ALL MATERIALS PER MANUFACTURER SPECIFICATIONS
3. GRAY WINDOWS REPRESENT FROSTED GLASS. REFER TO WINDOW SCHEDULE FOR ADDITIONAL NOTES.
4. ELEVATION TAGS ARE REPRESENTATIONAL. CONTRACTOR TO VERIFY FRAMING TO MAINTAIN R.O. FOR CORRECT HEIGHT OF OPENINGS, STRUCTURE ALIGNMENT, ROOF ADJOINMENT, ECT.
5. ELEVATIONS DO NOT REFLECT CHANGES IN GRADE. CONTRACTOR TO F.V. ALL ELEVATIONS AND COORDINATE ACCESS AND CLEARANCE.
6. ALL DOORS WITH GLASS MUST HAVE TEMPERED SAFETY GLASS.
7. ALL GLASS 1'-6" OR LESS A.F.F. MUST BE TEMPERED SAFETY GLASS.
8. STRUCTURE HAS NOT BEEN SIZED; CONTRACTOR TO FIELD VERIFY CLEARANCES, ADJOINMENTS, FLUSHNESS, ECT.
9. FASCIA HEIGHT IS 7" U.N.O.

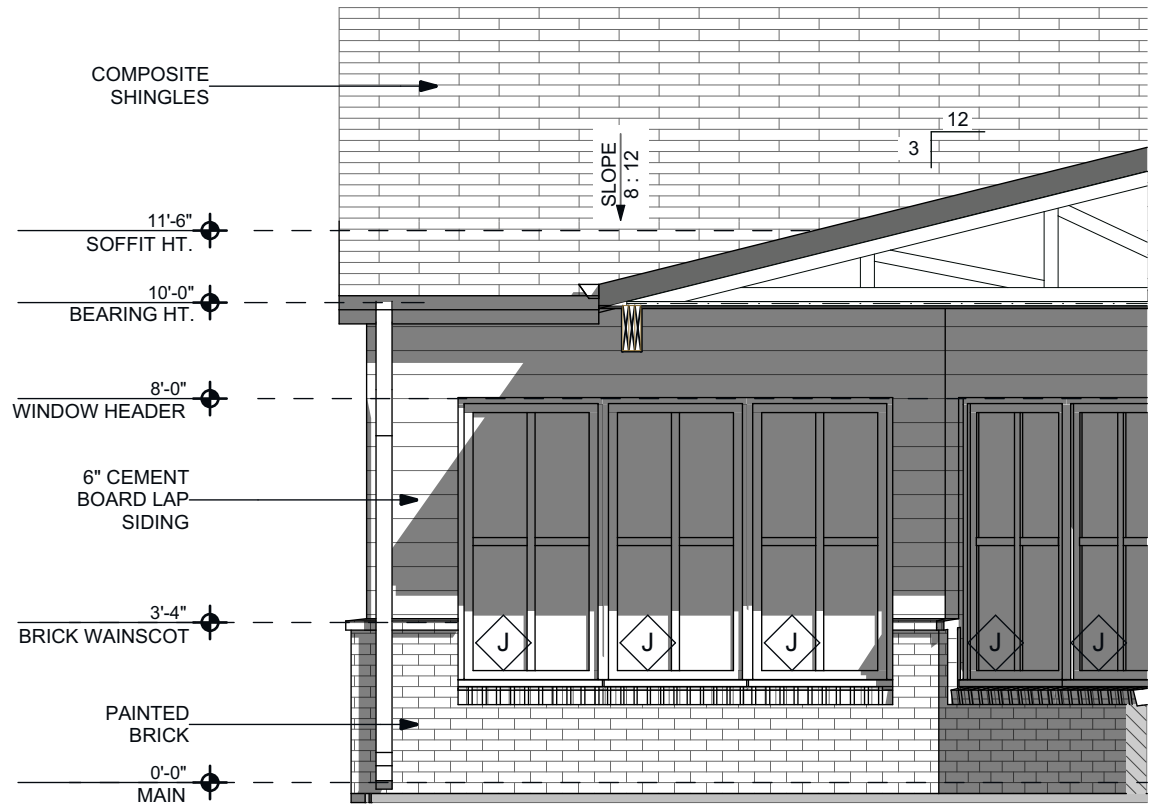
EXTERIOR FINISH KEY



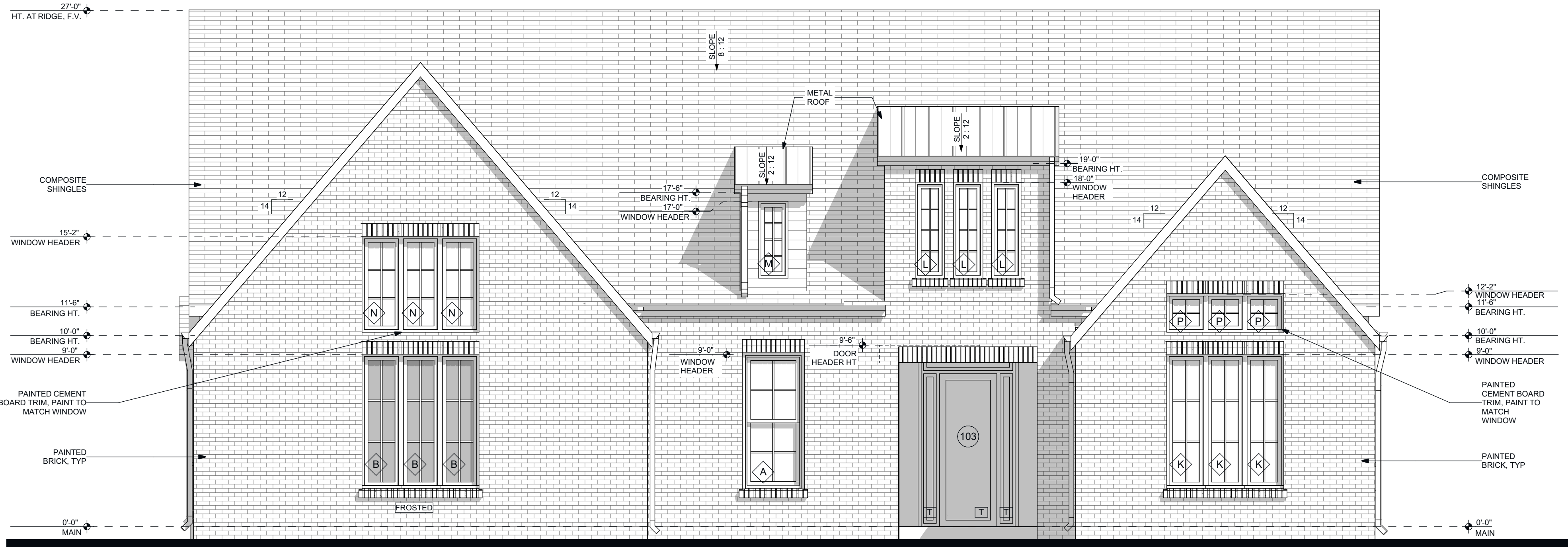
4 EAST PORCH ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 WEST PORCH ELEVATION
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on extensions of the project, or other projects, except by agreement in writing and appropriate compensation to the Architect.

The General Contractor is responsible for confirming and correlating dimensions at the job site. Drawings are not to be scaled. The Architect will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the project.

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BUILDER CONTACT INFO:
Scissortail Homes
Bob David
bob@leadershipproperties.com
Julie Vaught
julie@leadershipproperties.com
Chad Mentius
chad@sapphirehomesar.com

ISSUE	ID	CHANGE NAME	BY	Revision ID

BANK SET 03.14.24
PERMIT SET 03.27.24

ELEVATIONS

A201

Aurora NWA
Heartbeat
Lot 35 Carson A
3801 SW Rhythm Ave.,
Bentonville, AR 72713

The General Contractor is responsible for confirming and correlating dimensions at the job site. Drawings are not to be scaled. The Architect will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the project.

Scissortail Homes
Bob David
bob@leadershipproperties.com
Julie Vaught
julie@leadershipproperties.com

ISSUE	ID	CHANGE NAME	BY	Revision ID

A202

This drawing is an instrument of service and is the sole property of Verant Group, LLC. Any use of this drawing without written consent from Verant Group, LLC, may constitute an infringement of service and is the sole property of Verant Group, LLC. Any use of this drawing without written consent from Verant Group, LLC, may constitute an infringement of service and is the sole property of Verant Group, LLC. Any use of this drawing without written consent from Verant Group, LLC, may constitute an infringement of service and is the sole property of Verant Group, LLC.

4. EDGE OF SLAB TO ALIGN WITH EDGE OF FRAMING.
5. MINIMUM FOOTING SIZE FOR ALL SINGLE COLUMN POSTS TO BE 3'-0" X 3'-0" AND ALL DOUBLE POSTS TO BE 3'-0" X 4'-6".
6. STRUCTURAL DESIGN IS NOT INCLUDED IN THESE DRAWINGS. THE CONTRACTOR IS TO HAVE ANY AND ALL WORK VERIFIED BY A STRUCTURAL ENGINEER PRIOR TO EXECUTING THESE DRAWINGS. THERE ARE LIKELY TO BE ADDITIONAL SPOT FOOTINGS AND COLUMNS NECESSARY ONCE THE STRUCTURE HAS BEEN DESIGNED.
7. CONTRACTOR TO PROVIDE STEPS AS NECESSARY TO MEET GRADE.
8. ALL HOSE BIBS TO BE FROST PROOF.



Project Number: 24-060

© Verdant Studio, LLC 2022

Chad Mentius
chad@sapphirehomesar.com

ISSUE	ID	CHANGE NAME	BY	Revision ID

FOUNDATION PLAN

Printed: 3/26/2024

[illegible]

- This drawing is an abstract depiction of service and is the sole property of Vieland Studio, LLC. Any use of this drawing without written consent by Vieland Studio, LLC is prohibited. The artist and the artist's assistants, employees, and subcontractors are not responsible for construction means, methods, devices, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, for acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. Drawing scales are indicated as for reference only and are not to be used for construction. Written dimensions shall govern. Drawing are not to be scaled. Materials, Finish, Finisher are recommended only.

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SPRINGFIELD SIGN

Southeast 8th Street

BOA Date: 5/22/2024

Staff Report Details

Project Number	VAR24-0007
Applicant / Current Owner	Springfield Sign/Benchmark Realty Advisors, Inc.
Site Area	+/- 4.5 Acres
Current Zoning	Planned Unit Development (PUD)
Variance Request	Sec. 801.15(a)
Related projects	PUD20-0002, LSD22-0036

Property Description

The subject property is located along Southeast 8th Street, east of the intersection with Southeast J Street. The property is presently zoned Planned Unit Development (PUD) (PUD20-0002) with a future land use designation of General Commercial. The property has direct access to Southeast 8th Street and is presently under construction for the Walmart campus welcome center.

Regulation

Sec. 801.15 Signs Allowed with a Sign Permit (a) Height and area regulations
 Max height for awning signs is listed to be no more than 1 foot above the highest roof peak.
 Max area for awning signs is listed to be no more than 32 square feet.

Variance Request

Two variances are requested:
 Variance 1: A variance to allow an awning sign to exceed the max height limit of 1 foot above the highest roof peak by an additional 3 feet 8 inches.
 Variance 2: A variance to allow an awning sign to exceed the max area limit of 32 square feet by an additional 121 square feet.

Background

The applicant is requesting a variance in order to allow awning signs to exceed the maximum height allowed by code. This sign originally was submitted to the Planning Department as a sign permit and was denied after staff had concluded this was a roof sign and was not permitted in the PUD district per the adopted sign regulations. Staff has reconsidered this interpretation and now classifies this sign as an awning sign based on code definitions of an awning, the construction design being cantilevered with no supports or enclosed space below, and the apparent intent of the portion of the building beyond the front wall of the building to provide cover. This reinterpretation does not negate the need for a variance, only the type of variance that would be needed. The applicant purports that this would be a canopy sign, however the code defines canopies as having external supports whereas awnings do not. In summary, staff now concludes that this would be an awning sign, and thus a variance to the max height allowed would be needed to allow the proposed sign to be constructed.

The proposed sign to be constructed is one structure with seven individual letters even spaced along the front of the awning of the building. Each individual letter is 4 feet 8 inches square, or approximately 21.8 square feet. The applicant states that the design of the sign is to be evocative of the original Walmart store and that this sign would serve as the primary identifying sign of the entire Walmart corporate campus.

The applicant has provided additional commentary on the sign ordinance as well as illustrations and renderings.

This report will consider and analyze this request based upon the six conditions of approval from the Zoning Code. Said conditions of approval will be bolded to differentiate from staff commentary.

1. The applicant demonstrates that:

a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structure or buildings in the same district;

Because this property is zoned as a PUD, specifically PUD20-0002, the only comparisons that can be drawn are to the other properties and structures within this specific PUD. That said, among the new Walmart campus, the proposed building is uniquely designed and functions differently than all other buildings on the campus. It is significantly smaller than most buildings at only one level and with a relatively small footprint. Its function is also very different in that it is a public-facing building rather than most others that will generally serve as office space or as support to the associates on campus and have limited access to the public. Its design as an almost completely glass facade is a departure from other buildings on campus that are a mixture of glass, brick and metal, among other materials.

b. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;

Sign regulations are prohibited from modification in the PUD zoning district so all structures and properties in this PUD would be subject to the same regulations.

Background

c. That special conditions and circumstances do not result from the actions of the applicant; and

The applicant has proposed a sign that is larger than the maximum area and height allowed under the code. A sign that fits within those code requirements may be possible, however, given the design of the building with a flat roof, there may be unforeseen challenges with designing an awning sign to work with the building design.

However, regardless of the design of the building or sign, the way that the sign code is constructed limits the ability to use any sign outside of the wall signs and freestanding signs as the primary identifying sign for a building or property. The code's size limitations have the effect of relegating awning signs and some of the other sign types to secondary or supplementary signs.

d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

The applicant is seeking a variance that would effectively allow the proposed awning sign to function as the primary sign on the building. The code is written in a way that guides development towards using primarily a wall sign for the primary identifying sign for a building, and to some extent, a freestanding sign. Given the constraints listed for awning signs and others, the code is intending for these other sign types to functionally serve as secondary signs that are smaller than or complement the larger primary signs. The effect of this would seem to shift the location of the primary sign from the

2. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

The applicant makes no reference to any nonconformities or properties not within this PUD, PUD20-0002.

3. The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

The applicant has provided renderings of the proposed sign on the proposed building. The sign appears to be in relative proportion to the building.

4. The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The location of the proposed building and sign are relatively central to the site. The neighboring properties will all be a part of the Walmart corporate campus as well. The building and sign do sit along and face Southeast 8th Street and will thus interact with the public realm. However, the sign appears to be in relative proportion to the building and would have little outsized impact on

Background

the public space.

5. Conditions. In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

The Board has the authority to attach any conditions to a variance request that it deems appropriate. Any conditions proposed with a variance approval should be clearly stated into the record in the approval motion.

6. Uses. Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

The applicant's request does not include a variance to use.

Conclusion

The applicant's proposal seems to have the effect of shifting the location of the primary identifying sign of the building from the wall or out freestanding where the primary signs have typically been located under the current sign ordinance. While not a stated intent of the current code, it seems the effect that the code regulations have had has been to limit large primary identifying signs to those that would be in traditional locations on buildings such as the wall or freestanding in front of the structure. Awning signs have been written in a way with the size limitations that they would become functionally secondary to some other sign.

Ultimately, the Board must find all six criteria to have been met for the approval of a variance request.

Public Comment

Has Staff received Public Comment at the time of this report?: **No**

Conditions of Approval

Section 301.10.c, Standards of Approval, of the Zoning Code

Standards for approval. A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

(1) The applicant demonstrates that:

- a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
- b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
- c. that special conditions and circumstances do not result from the actions of the applicant; and,
- d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

(2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

(4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.



PENDING PC Items

SE J ST

SE P ST

WALMART
Welcome
Center Sign

WALMART
Welcome
Center Sign

SE 8TH ST

SE CUSTOMER BLVD

SE RESPECT AVE



VAR24-0007
WALMART Welcome Center Sign
Variance





Chris W. Barnes
John E. Orfield

R. Andrew Bennett
Donald R. Powell

8070 Park Lane
Suite 300

Dallas, Texas 75231
Tel 972.701.9000
Fax 972.991.3008
www.bokapowell.com

architecture
interiors
planning
graphics
strategy

Dear sirs/madams:

This letter is to request a variance to the sign ordinance in Article 801 of Appendix A – Zoning Code for the Bentonville, AR municipal code as it relates to the Walmart Welcome Center.

The sign permit was rejected as a “roof sign” which is not permitted in a PUD. I contend that the sign is canopy sign as it about 9-feet outboard of the building exterior on the canopy portion of the roof. Even as such, the sign exceeds the 12sf maximum per sign face and would still require a variance. Each letter is 4’8 x 4’8 (21.78sf). There are a total of seven individual sign faces/letters – W A L M A R T.

The broader view is that this sign is the Corporate Campus sign – a single sign on a 350+ acre campus to identify the headquarters of Walmart. Design inspiration is derived from the original Walmart store (photo below). The intent was to speak to that history of Walmart and celebrate it. It is integral to the building design, the campus design and the theme of the campus project. The building is intended as the place where visitors and tourists come – both as their introduction to the campus and to learn the history of the company. This building is not a retail outlet selling clothes or hamburgers. It is a Gallery space for various art exhibits, historical exhibits and a gathering place for visitors as well as Walmart associates (particularly those visiting from other parts of the country). The adjacent hotel is dedicated as a place for those visiting associates to stay. In short, this is a tourist attraction with the hope that visitors will be lined up taking selfies with the building and sign in the background.

Below is the intent and purpose sections of the sign ordinance with a column responding to how we meet and exceed the spirit of the ordinance and impose no hardships on anyone.

Sec 801.04 Intent

By the regulations, rules and policies adopted in this Article, the City intends to regulate signs, as defined herein, in a manner that balances the right of free speech by sign display against the competing public and governmental interests in community aesthetics, safety, preventing sign clutter and visual pollution, and other negative effects associated with excessive and/or inappropriate signage.

(Ord. No. 2016-117, § 2, 8-23-2016)

The Welcome Center is one of the smallest, if not the smallest buildings on campus. It is 3,000 sf and 1-story tall. Further, it’s ultrathin roof line makes it appear even smaller. It is 12’0 floor-to-ceiling and another 1’3 at the canopy edge (and would have been thinner if we could have figured out how to make it such, but wind and gravity must have their say.

The façade is as transparent as possible which gives the look of a pavilion in the middle of a park. The sign is as close to the canopy edge as we can get and maintain proper waterproofing details.

The point here is that the sign is not elevated for the entire world to see. It is visible as one walks or drives by but will largely be obscured by landscaping and much larger adjacent buildings.

Dallas
Fort Worth
Austin

<u>Sec 801.05 Purpose</u> This Article provides standards for the erection and maintenance of signs. All signs shall be erected and maintained in accordance with this Article, as applicable. The general purpose of these standards is to promote, preserve, and protect the health, safety, general welfare, convenience, and enjoyment of the public, to preserve and protect the aesthetic quality of Bentonville, and to achieve the following:	The sign not only preserves the aesthetic quality of the city but contributes to it. It is specifically intended for the enjoyment of the community.
(a) Safety. To promote the safety of persons and property by providing that signs:	
(1) Do not create a hazard due to collapse, fire, collision, decay, abandonment, or other safety considerations;	Both the building and sign have been engineered by a licensed structural engineer to withstand wind, gravity, and earthquake. There is no hazard.
(2) Do not obstruct firefighting, police, and private security surveillance;	The sign does not obstruct firefighters. Surveillance is by Walmart and part of the building design – no obstructions.
(3) Do not create traffic hazards by confusing or distracting motorists;	This is a lighted sign with dimmable lighting to prevent it from being overbearing. There are no moving/changing images. Just seven letters. Motorists will likely not see it until they are right in front, or very near, to the building. The bottom of letters are 14'0" above grade and largely obscured by buildings and landscaping.
(4) Do not impair the driver's ability to see pedestrians, obstacles, or other vehicles, or to read traffic signs and signals;	The sign is well back from the street and presents no barriers for drivers to see pedestrians
(5) Do not cause hazardous or unsafe driving conditions for motorists due to their lighting; and,	The lighting is dimmable. This will not be a blaring light that can be seen from space.
(6) Do not otherwise interfere with or detract from the safety of persons or property.	Conversely, the sign provides direction for visitors as a place to come and certainly does not detract from anyone's safety.

(b) Communications efficiency. To promote the efficient transfer of information in sign messages by providing that:	
(1) Customers and other persons may identify and locate a business, establishment or service;	The express purpose of this sign... visitors can find where they should go as they arrive on the campus.
(2) No person or group is arbitrarily denied the use of the sight lines from the public right-of-way for communication purposes; and	All adjacent sight lines are Walmart property and Walmart buildings.
(3) The messages in signs may otherwise be communicated efficiently.	Seven letters only – about as efficient as possible
(c) Landscape quality and preservation. To protect the public welfare and to enhance the appearance and economy of the city, by providing that signs:	
(1) Do not unreasonably interfere with scenic views;	The sign does not interfere with any scenic views
(2) Do not create a nuisance to persons using the public rights-of-way;	Conversely, it is expected to be more of an attraction.
(3) Do not constitute a nuisance to occupancy of adjacent property by their brightness, light glare and reflection, size, height, or movement;	All adjacent property is owned and maintained by Walmart
(4) Are not detrimental to land or property values;	The sign benefits land values, neutral at worst
(5) Do not overwhelm people by the number of messages presented, and do not interfere with the exercise of freedom of choice to observe or ignore said messages, according to the observer's purpose;	There is only one message
(6) Do not negatively affect the city's tourism industry;	Conversely, the sign is expected to contribute to the city's tourism industry. It is fully expected that visitors will come to

	this building as part of their visit to Bentonville.
(7) Do not create or worsen visual clutter or visual blight;	Visibility of the sign is very limited. It is expected to be somewhat obscured by landscaping and come into view as one approaches on 8 th street.
(8) Do contribute to the special character of particular areas or districts within the city, helping the observer to understand the city and be oriented within it;	Again, the single identifier that you have arrived at the Walmart headquarters. All other signs are building specific – this is the only sign that is for the campus.
(9) Do not cover or blanket any prominent view of a structure or façade of historical or architectural significance;	Does not blanket any views of adjacent structures
(10) Do not obstruct views of users of adjacent buildings to side yards, front yards or to open space;	Does not obstruct views of adjacent buildings to yards or open spaces. In fact, there is a dedicated open space adjacent to the Welcome Center that will function as a gather place.
(11) Are compatible with building heights of the existing neighborhood and do not impose a foreign or inharmonious element to an existing skyline;	The sign has been planned to be a central element of the overall campus design
(12) Do otherwise protect and preserve a quality landscape in the city; and	This building is considered to be the “jewel” of the campus. Significant investment is being made in landscaping for the entire campus.
(13) Do otherwise enhance the appearance and economy of the city.	The new campus is expected to bring thousands of new jobs to the city and many tourist. Many tourist will be Walmart associates from around the country brought to Bentonville for training, will stay in the adjacent hotel, eat at local restaurants and enjoy local cultural attractions. Many others tourist will be regular people interested in visiting the city and the campus.

Please consider this sign application/variance in the broader context of the campus and not as a single, stand-alone building. I am including images of the original Walmart store, the Welcome Center and the Site Plan so provide greater context.

We appreciate your consideration.

Respectfully,

James G. Kendrick, AIA

PROPERTY OWNER'S LETTER OF AUTHORIZATION

Property Owner(s) Information:

Registered Owner(s): Benchmark Realty Advisors, Inc., an Arkansas corporation, a wholly owned subsidiary of Walmart Inc., a Delaware corporation ("Property Owner")

Contact Name(s): Adrienne Hanna, Senior Manager, Project Management, Walmart Inc.

Email(s): Adrienne.Hanna@walmart.com

Phone(s): 479-250-5653

Site Address: 1301 SE 8th Street, Bentonville, AR

Proposed Development or Use at this site: Walmart Welcome Center

Letter Required for a: ☐ Building Permit ☐ Development Permit ☐ Business Licensee

Other, please specify _____

Property Owner(s) or Designate(s) Greg Bray hereby authorizes Shawmut Woodworking & Supply, Inc., a Massachusetts corporation d/b/a Shawmut Design and Construction to apply for and obtain permits, or to acquire information for the above noted property.

Date: April 12, 2024

Name: Greg Bray

Title: Vice President, Corporate Real Estate - Walmart Inc.

DS
GB

This document prepared by
and upon recordation return to:
Allissa L. Sims
Kutak Rock LLP
234 East Millsap Road, Suite 200
Fayetteville, AR 72703

Deliver Tax Bills to:
Benchmark Realty Advisors, Inc.
Attn: The Corporation Company
124 W. Capitol Ave, Suite 1900
Little Rock, AR 72201

SPECIAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

That **SOUTH ALLIES, LLC**, an Arkansas limited liability closing ("Grantor"), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by **BENCHMARK REALTY ADVISORS, INC.**, an Arkansas corporation ("Grantee"), the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey, and confirm unto Grantee, and unto Grantee's successors and assigns forever, all of Grantor's right, title, and interest in and to the real property situated in the County of Benton, State of Arkansas, together with all improvements and fixtures of any kind thereon and all appurtenances thereto (the "Property"), being more particularly described as set forth in Exhibit "A", annexed hereto and incorporated herein for all purposes by this reference.

TO HAVE AND TO HOLD said Property unto Grantee, and Grantee's successors and assigns, forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

Grantor hereby covenants with said Grantee that Grantor will forever warrant and defend the title to said Property against the lawful claims of all persons claiming by, through, or under Grantor, but none other, subject to any and all matters of record, sight, or fact.

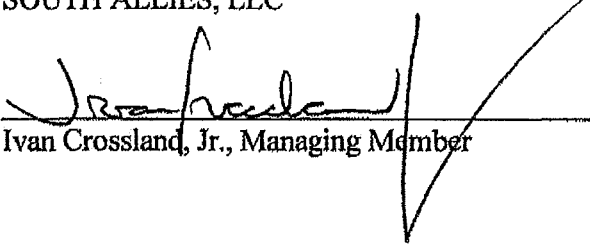
[Signature Follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed effective as of this 27 day of ~~November~~, 2016.

October 30.

GRANTOR:

SOUTH ALLIES, LLC


Ivan Crossland, Jr., Managing Member

ACKNOWLEDGMENT

Kansas
STATE OF ~~ARKANSAS~~ 3.B.
COUNTY OF Cherokee

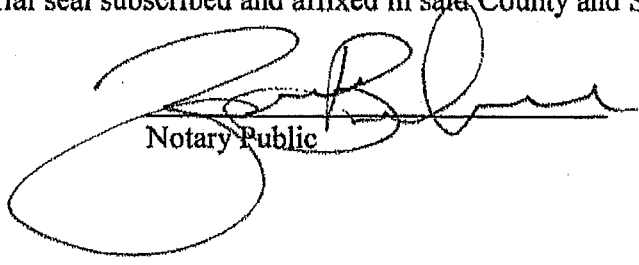
In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ivan Crossland, Jr. to me personally known or satisfactorily proven, who being by me duly sworn did say that he is the Managing Member of South Allies, LLC, an Arkansas limited liability company, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, this 27 day of ~~November~~, 2016.

October 30.

My commission expires:

09-27-2020


Notary Public

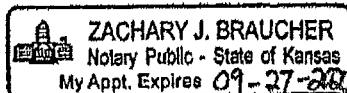


EXHIBIT A

The Property

Lot 2, Janus II Subdivision to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record 2003-220.

Together with a sewer easement across Lot 1 as shown on above Tract Split and as described on Utility Easement recorded as Instrument No. 2003-8575, of the Records of Benton County, Arkansas.

LESS AND EXCEPT that portion of the above described lands previously conveyed to the City of Bentonville, Arkansas, as shown in Warranty Deed recorded in Deed Book 2015 at page 51712, of the Records of Benton County, Arkansas, being more particularly described as follows: Part of Lot 2, Janus II Subdivision to the City of Bentonville, Benton County, Arkansas, described as follows: BEGINNING at the Southwest corner of Lot 2, as determined by a parcel survey for AHTD Job No. 090218, dated 4-21-2011; thence N02°29'52"E, a distance of 10.38 feet; thence S87°20'55"E, a distance of 286.61 feet to a point of curve to the left having a radius of 1,958.00 feet and a central angle of 03°10'44"; thence Easterly along the arc a distance of 108.64 feet; thence N89°28'21"E, a distance of 254.98 feet to a point of curve to the right having a radius of 2,042.00 feet and a central angle of 02°13'41"; thence Easterly along the arc a distance of 79.41 feet to the West right-of-way of SE P Street; thence along and with said West right-of-way S01°58'16"W, a distance of 25.51 feet to the North right-of-way of SW 8th Street; thence along and with the North right-of-way of SW 8th Street N87°43'55"W, a distance of 729.41 feet to the POINT OF BEGINNING, containing 9,962 square feet or 0.23 acres, more or less, being part of Tract C-052, as shown on the above referenced survey.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 16-3301

Grantee: BENCHMARK REALTY ADVISORS, INC., AN ARKANSAS
Mailing Address: CORPORATION
124 W. CAPITOL AVENUE C/O THE CORPORATION COMPANY STE
1900
LITTLE ROCK AR 722010000

Grantor: SOUTH ALLIES, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY
Mailing Address: P.O. BOX 45
COLUMBUS KS 667250045

Property Purchase Price: \$9,500,000.00
Tax Amount: \$31,350.00
County: BENTON
Date Issued: 11/01/2016
Stamp ID: 549326848

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument CITY TITLE & CLOSING LLC, AS AGENT FOR

Grantee or Agent Name (printed): BENCHMARK REALTY ADVISORS, INC.

Grantee or Agent Name (signature): [Signature] Date: 11/1/16

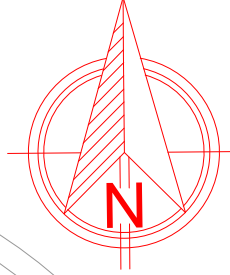
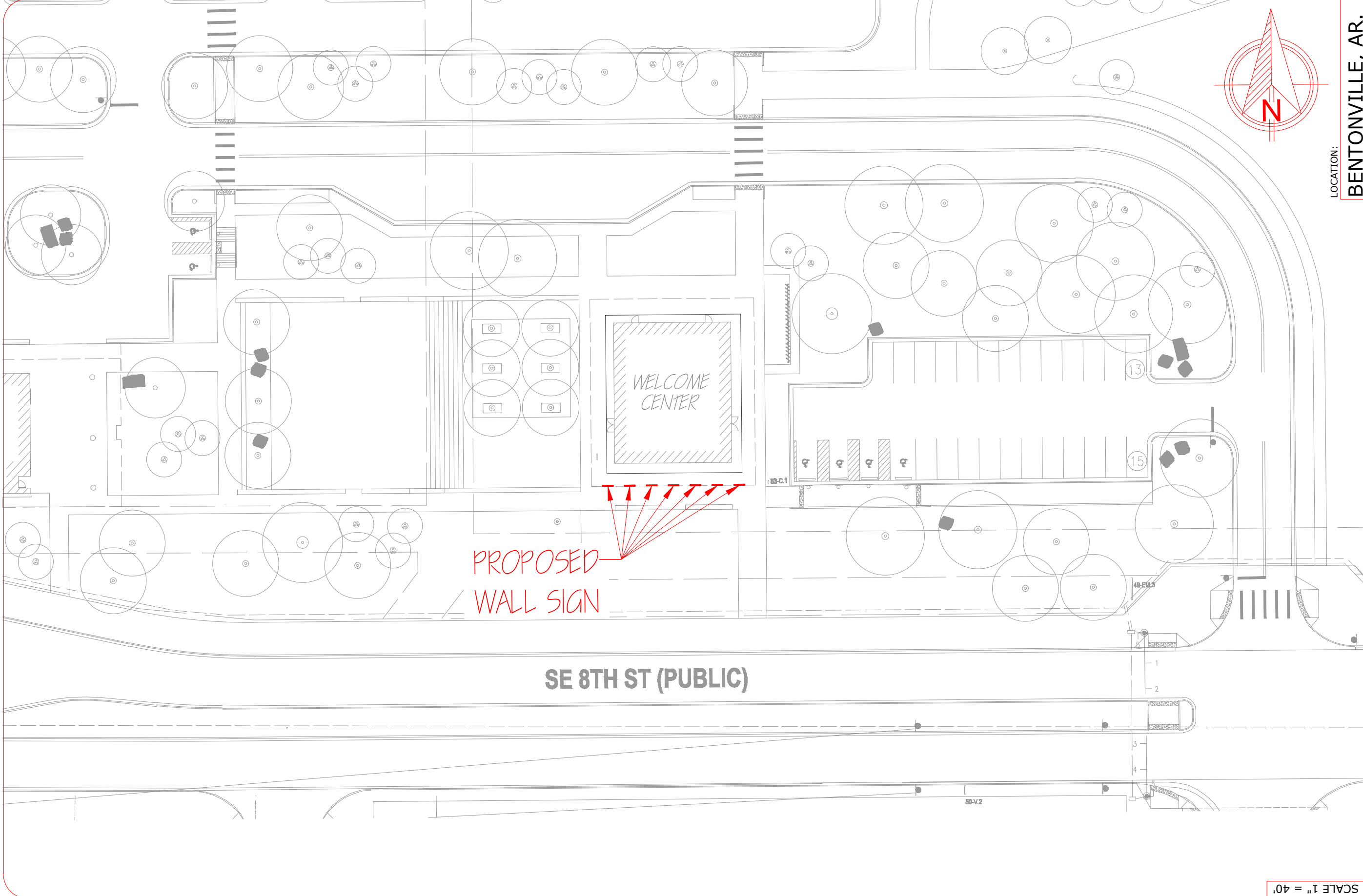
Address: C/O THE CORPORATION COMPANY, 124 W. CAPITOL AVE., SUITE 1900

City/State/Zip: LITTLE ROCK AR 72201

Tran: 402386
Total Fees: \$30.00

Benton County, AR
I certify that this instrument was Electronically filed
on 11/01/2016 1:08:52PM
in DEED Book 2016 Pages 66641 - 66645
Brenda DeShields-Circuit Clerk





SCALE 1" = 40'

LOCATION:
BENTONVILLE, AR.

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

**WALMART WELCOME CENTER
NEW WALL SIGN
1301 SE 8TH STREET
BENTONVILLE, AR. 72716**

Project Number: 49086
Drawn By: CLH
Reviewed By: MW
Date: 5-6-24
Sheet Number:
1 OF 1

WALMART

BENTONVILLE, AR

CABINETS
AO49086
#21228



springfieldsign.com



Linked In



Facebook

PRESENTED BY
TREYWATTS

o: 417.862.2454

c: 417.844.5138

e: TreyW@springfieldsign.com

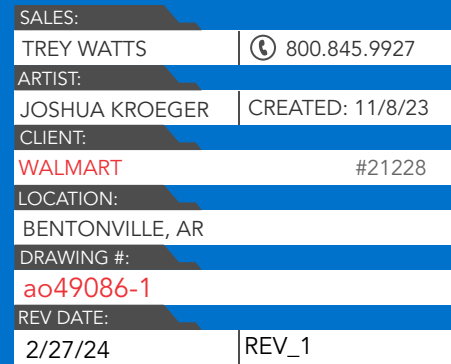
a: 4825 E. Kearney St.
Springfield, MO 65803



This drawing is copyrighted material. It remains the property of Springfield Sign unless otherwise agreed upon in writing. It is unlawful to use this drawing for bidding purposes, nor can it be reproduced, copied, or used in the production of a sign without the written permission from Springfield Sign, Inc. This is an artistic rendition and final colors/sizes may vary from that depicted herein. 2022©



SINGLE FACE LIT PAN FACE CABINETS



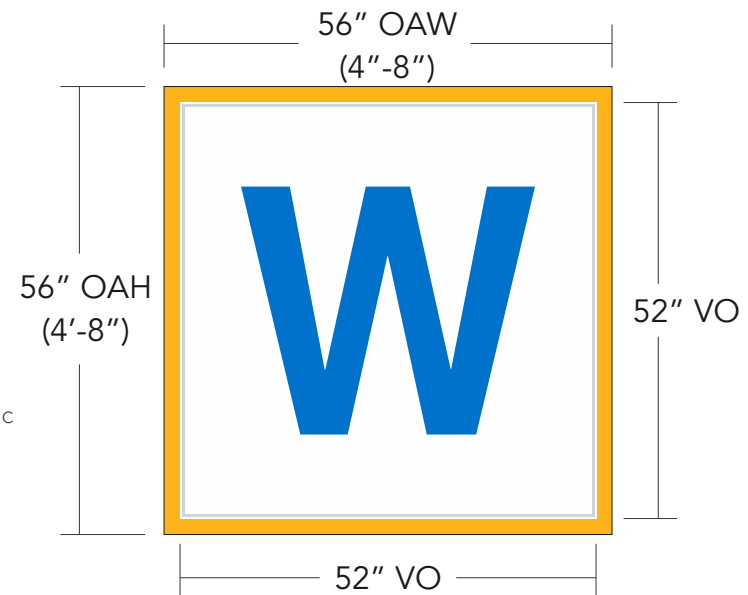
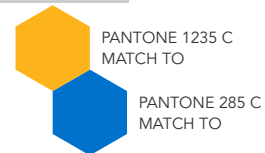
- 1 - NEW S/F LIT PAM FACE ROOF CABINET SIGNS

- 2
 - ALUMINUM ANGLE CABINET
 - 2" RETAINERS
 - WHITE ACRYLIC FACES WITH BLUE VINYL,
1ST SURFACE APPLIED,
TO MATCH PANTONE 285 C
 - CABINETS PAINTED MATCH PANTONE 1235 C

- 3 - WHITE LED INTERNAL ILLUMINATION

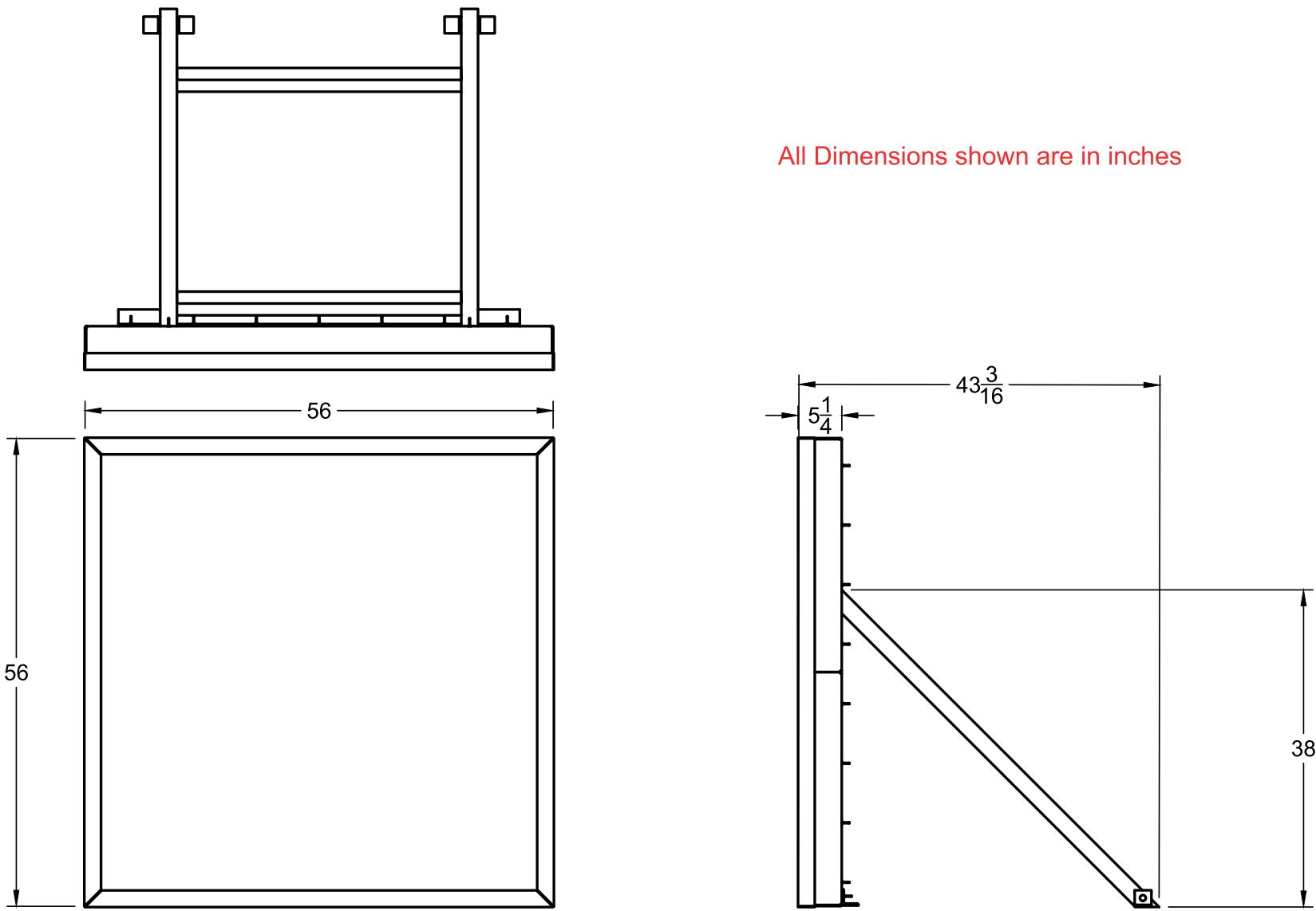


MATERIAL
PAINT PALETTE

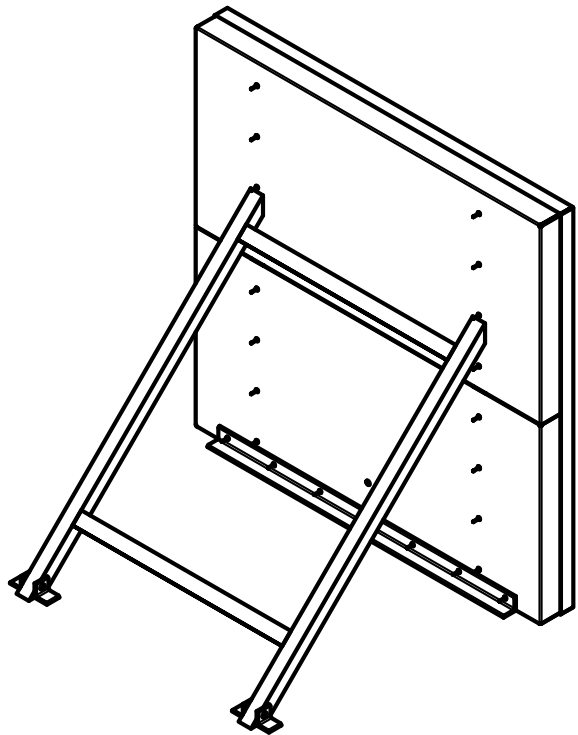
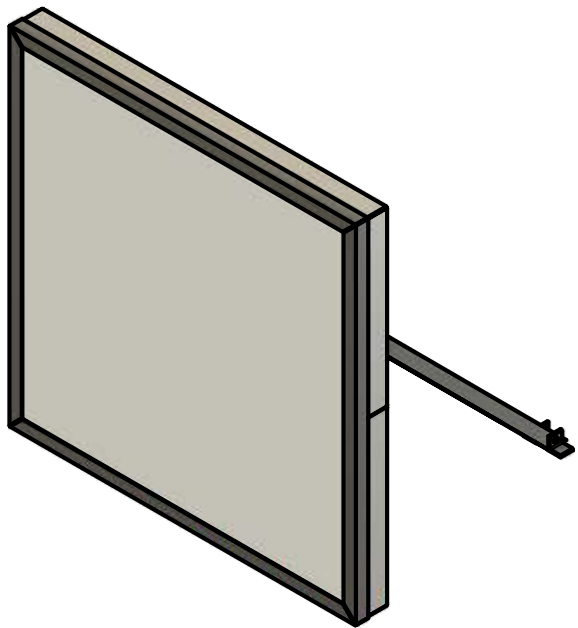


SCALE: 1/2"=1'





All Dimensions shown are in inches



DETAILS:

General Construction Methods

Aluminum Cabinet Constructed out of 0.080" 5052 Alloy

Two Piece Construction -- seamed in the middle for folded cabinet

Flat Bar is located inside spaced 18" off center, Flat Bar is 6061 Alloy 2" x $\frac{3}{16}$ "

Flat Bar is riveted to Aluminum Cabinet

Trim to be constructed in 4 pieces with mitre corners, trim to be 0.080" 5052 Alloy Aluminum

Kicker Bracing is constructed out of 6063Alloy 2"x2"x $\frac{3}{16}$ " AL Square Tube

Angle Clips Bolted to the Aluminum Square Tube and Fastened to the structure

Angle Rail loacted at the bottom of the cabinet is riveted to the cabinet and fastened to the structure

Fastening to roof suggested to be $\frac{3}{8}$ " Bolt size minimum, 8 locations to be fastened to roof minimum

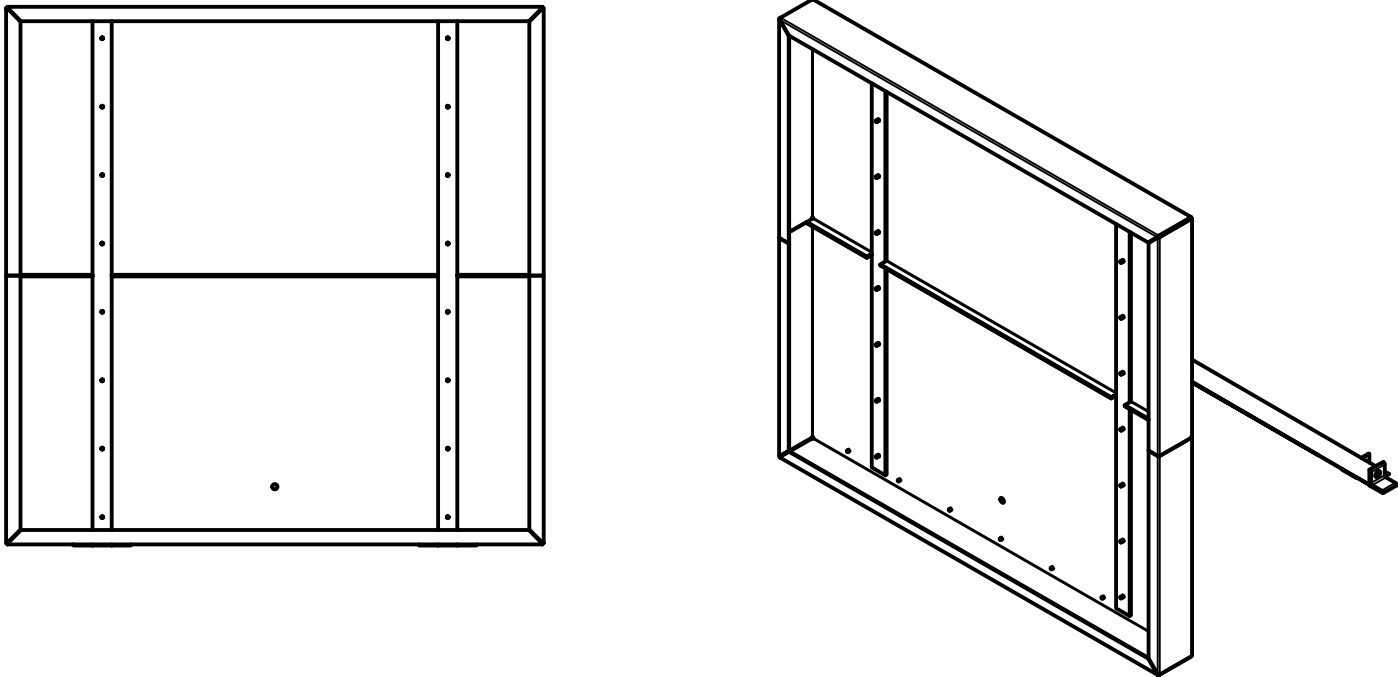
Lighted Face to be constructed out of 0.150" LD-B27 White Polycarbonate (Plaskolite Tuffak Brand)



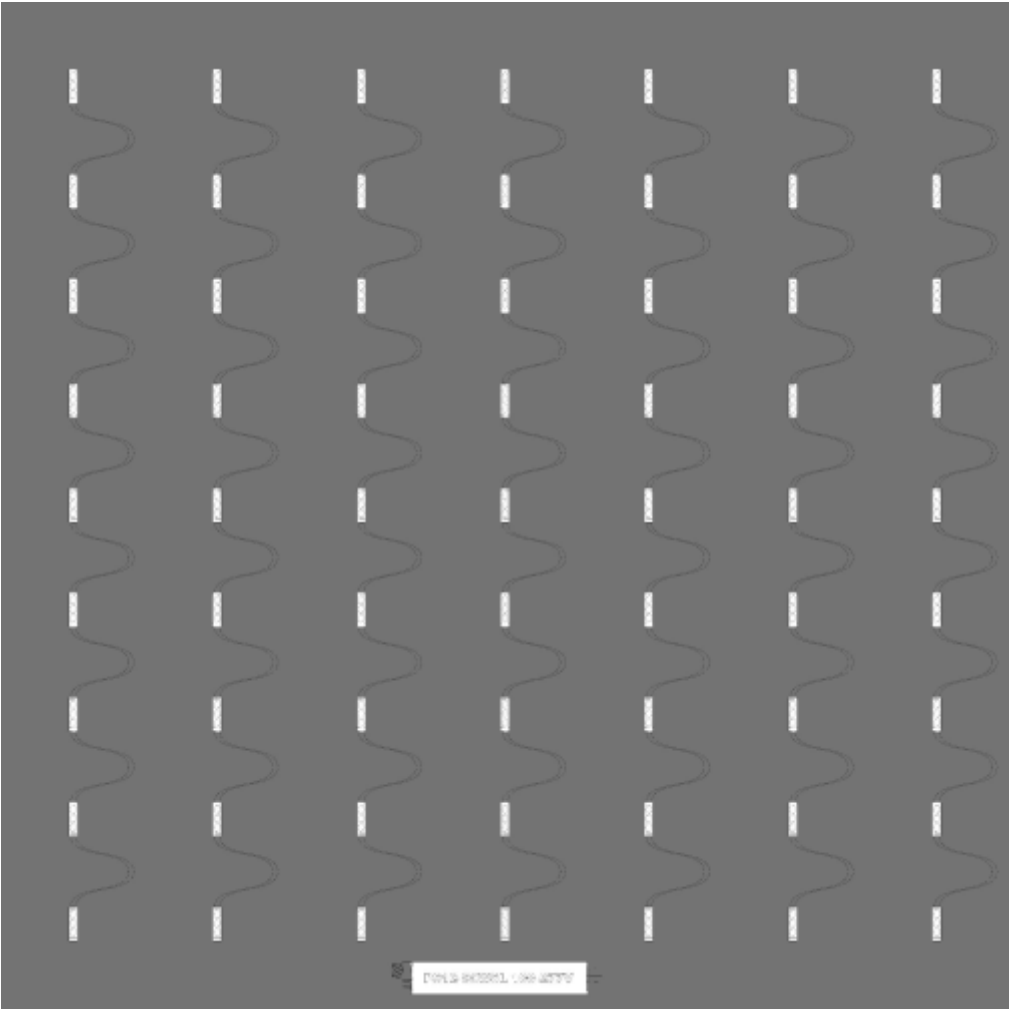
Walmart

SALES:	
TREY WATTS	800.845.9927
ARTIST:	
JOSHUA KROEGER	CREATED: 11/8/23
CLIENT:	
WALMART	#21228
LOCATION:	
BENTONVILLE, AR	
DRAWING #:	
ao49086-2	
REV DATE:	
2/27/24	REV_1

- SCOPE
- 1 - NEW S/F LIT PAM FACE ROOF CABINET SIGNS
 - 2
 - ALUMINUM ANGLE CABINET
 - 2" RETAINERS
 - WHITE ACRYLIC FACES WITH BLUE VINYL, 1ST SURFACE APPLIED, TO MATCH PANTONE 285 C
 - CABINETS PAINTED MATCH PANTONE 1235 C
 - 3 - WHITE LED INTERNAL ILLUMINATION



LED WIRING



DETAILS:

Lighting Information: (NOTE, the diagram is shown with a gray background for visual clarity only)

- Lighting is made with Agilight LS-U650-71K-B200-A
- Quantity of 63 Modules
- Power Supply is Agilight PS12-60WSL-100-277 Quantity of 1
- Rated Load of system is 0.8A @ 100VAC per cabinet
- Lumen Output of the sign is 6300lm prior to transferring through plastic face
- Estimated FootCandles (FC) from 5 feet is 351fc

Electrical input to the sign is located near the bottom center, approximately 8" from the base. Each cabinet will need 120VAC ran to the sign.



Walmart

SALES:	
TREY WATTS	800.845.9927
ARTIST:	
JOSHUA KROEGER	CREATED: 11/8/23
CLIENT:	
WALMART	#21228
LOCATION:	
BENTONVILLE, AR	
DRAWING #:	
ao49086-3	
REV DATE:	
2/27/24	REV_1

- SCOPE
- 1

- NEW S/F LIT PAM FACE ROOF CABINET SIGNS
- 2

- ALUMINUM ANGLE CABINET

- 2" RETAINERS

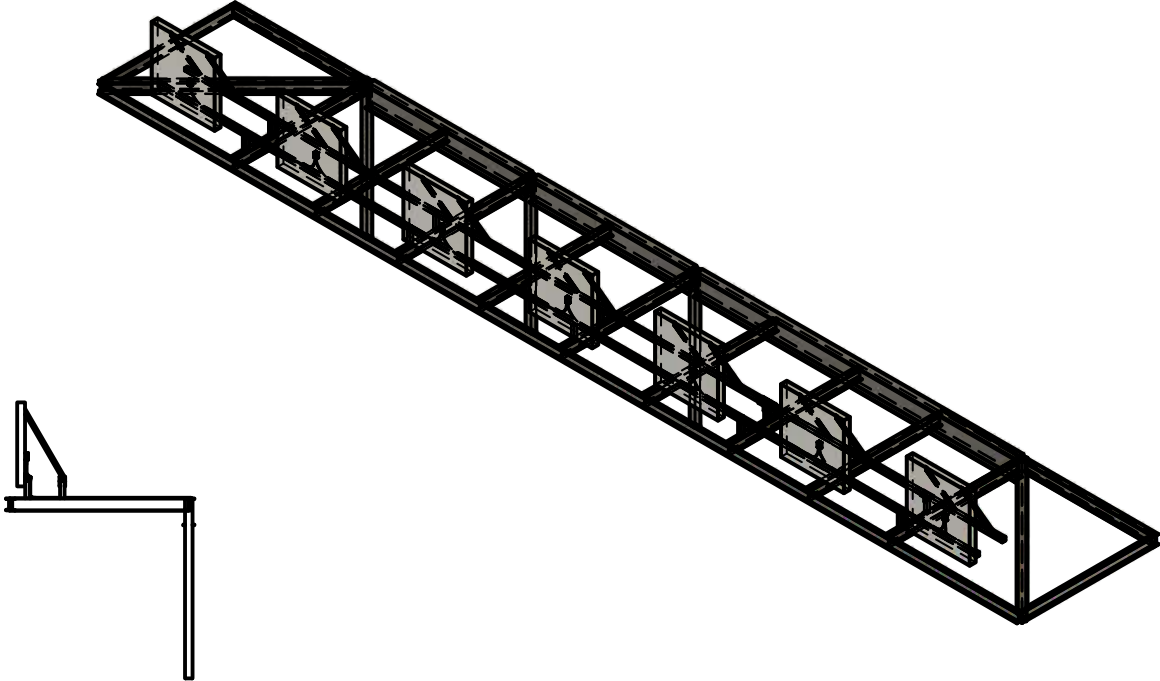
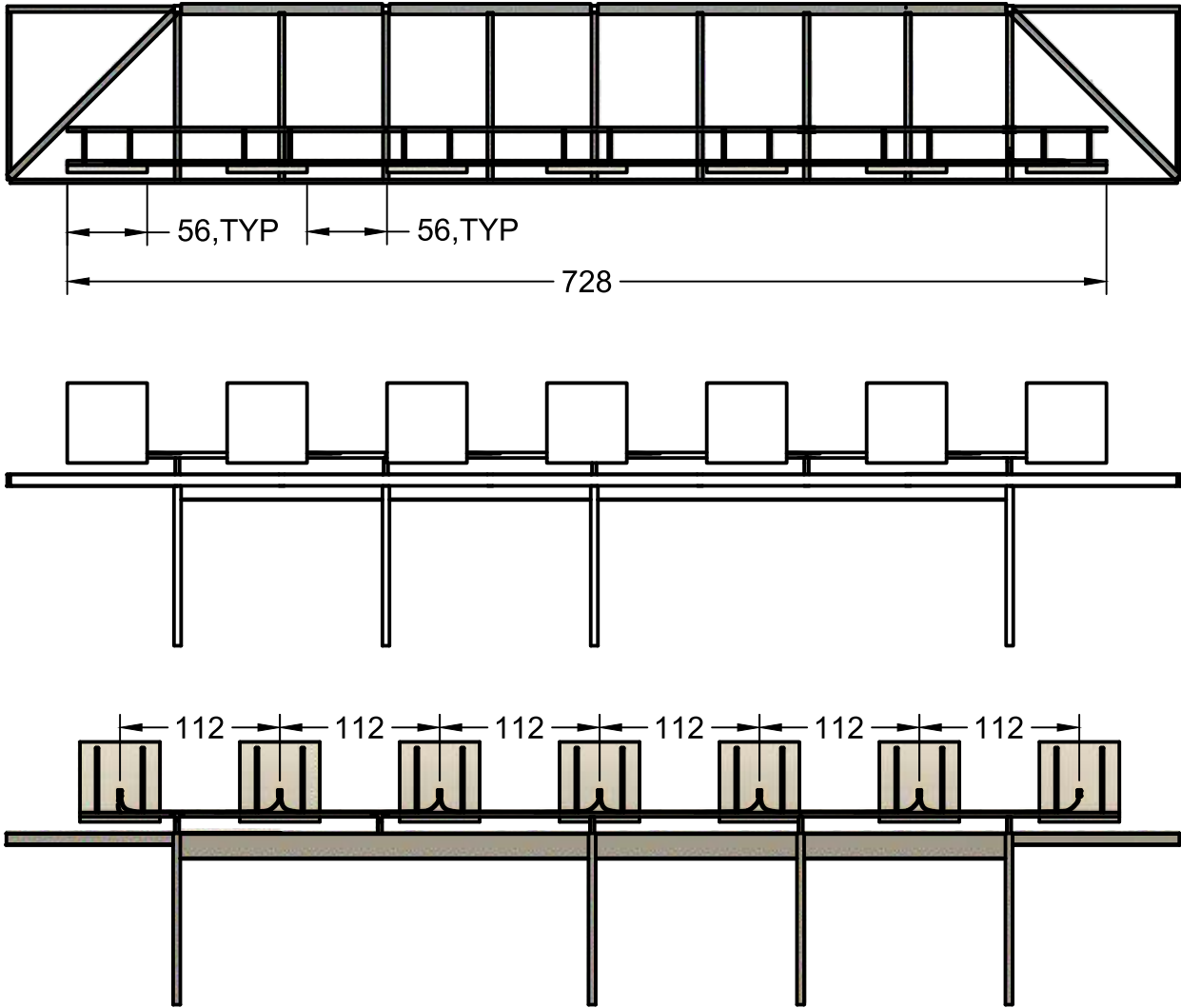
- WHITE ACRYLIC FACES WITH BLUE VINYL, 1ST SURFACE APPLIED, TO MATCH PANTONE 285 C

- CABINETS PAINTED MATCH PANTONE 1235 C
- 3

- WHITE LED INTERNAL ILLUMINATION

AUTHORIZED SIGNATURE:

DATE:



NOTE:
1. Dimensions are shown in inches
2. Framing shown in this drawing is representation only for final image. Framing and structure for the general canopy is not to be built off this drawing.

DETAILS:

Primary Power Input:
Rated Load - 120VAC @ 20Amps
Routed along the structure and brought to the front. Starting at the 'T' Cabinet and Primary Power Daisy Chained to the remaining letters.

Liquidtight 1/2" Conduit utilized for routing.

Single Gang Weatherproof boxes with blank cover installed at the back of each letter in the L-R center, approximately 12" up from the bottom of the cabinet.

Primary Power routing tentatively shown in "yellow" on the below shaded drawings.

Weatherproof boxes and daisy chain liquidtight to be provided/completed by Sign Installer, Approved Electrician to provide the routing of primary power to the first letter 'T' at the sign ready for connection into the weatherproof box.

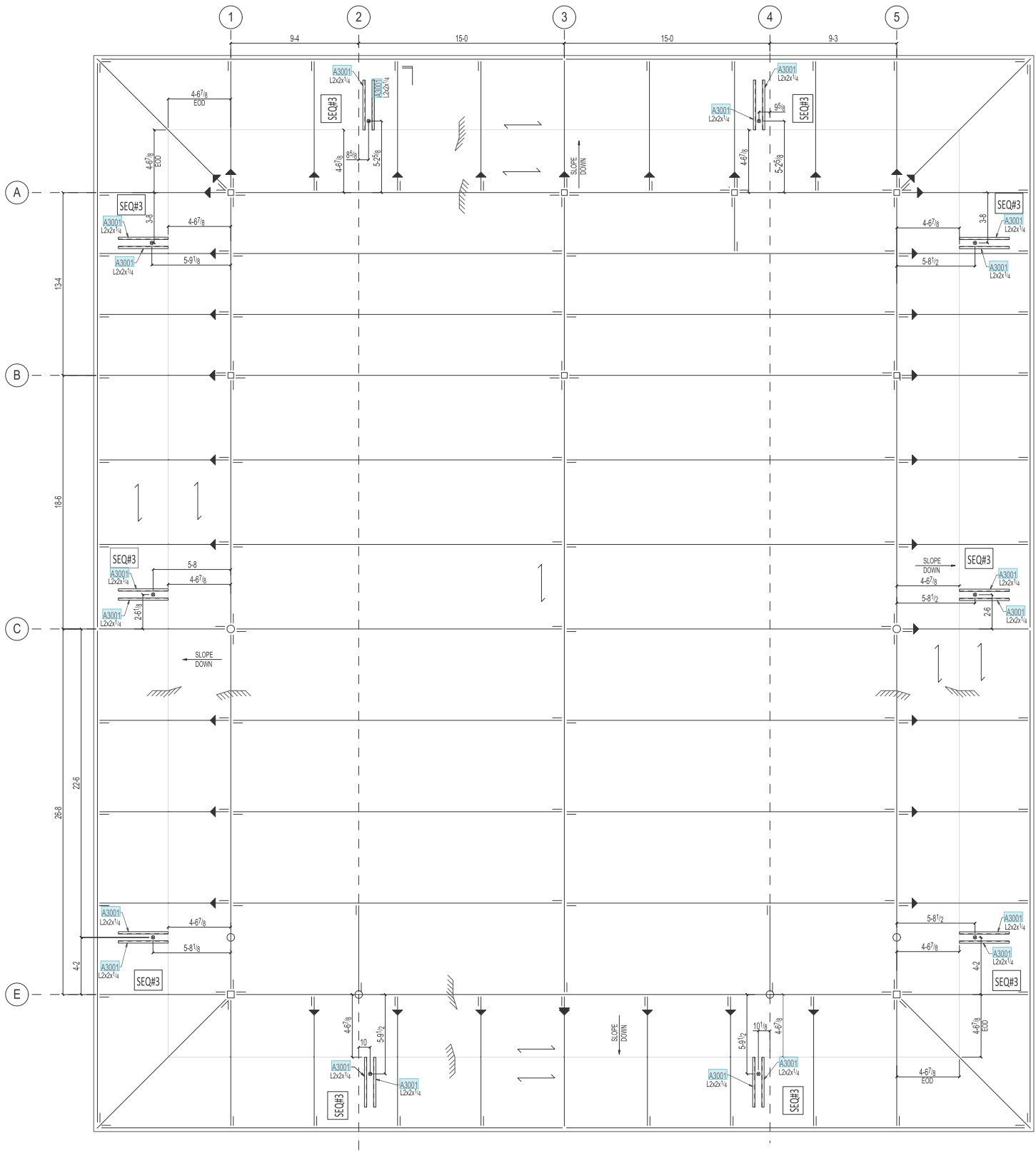
- 12" HIGH, 2-1/2" SCHED 80 GALVANIZED PIPE STEEL (OUTSIDE DIAMETER IS 2,875")
- 1/4" FILLET WELDED TO THE W8 X 15 CANOPY BEAMS
- SUPPORTS TO BE BOLTED TO HORIZONTAL SUPPORT STEEL - SPRINGFIELD WILL NEED TO SHOW DETAIL OF BOLTED FASTENERS FOR REVIEW



Walmart

SALES:	
TREY WATTS	800.845.9927
ARTIST:	
JOSHUA KROEGER	CREATED: 11/8/23
CLIENT:	
WALMART	#21228
LOCATION:	
BENTONVILLE, AR	
DRAWING #:	
ao49086-4	
REV DATE:	
3/6/24	REV_2

- SCOPE
- NEW S/F LIT PAM FACE ROOF CABINET SIGNS
 - ALUMINUM ANGLE CABINET
- 2" RETAINERS
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 - WHITE LED INTERNAL ILLUMINATION



1 RO/OD FRAMING PLAN (SEQ#3)
(REF: S20.12, S20.13 & A02.200)

NOTES:
1. ——— - INDICATES SLOPE DOWN.
2. [Hatched] - INDICATES DECK DOWN DEPRESSION.
3. [Arrow] - INDICATES DECK DIRECTION.



Walmart

SALES:	
TREY WATTS	800.845.9927
ARTIST:	
JOSHUA KROEGER	CREATED: 11/8/23
CLIENT:	
WALMART	#21228
LOCATION:	
BENTONVILLE, AR	
DRAWING #:	
ao49086-5	
REV DATE:	
3/6/24	REV_2

- SCOPE
- 1 - NEW S/F LIT PAM FACE ROOF CABINET SIGNS
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SIGN PURCHASE AGREEMENT
☎ 800.845.9927 🌐 springfieldsign.com

DESCRIPTION

This agreement, made and entered into this ____ day of ____ (month), 20 ____ (year), by and between Springfield Sign & Graphics, INC. d/b/a Springfield Sign (herein after referred to as Seller), and Buyer (as outlined below and labeled as Buyer) witnesseth, that the Seller agrees to manufacture for Buyer the sign(s) and/or other sign products/services as outlined in a separate E2 document as follows, QUOTE Number: ____ or other such unique document of description as follows:

CONTACT

BUYER:

COMPANY NAME:	D/B/A:	
BILLING ADDRESS:	CITY:	STATE:

JOB DETAILS:

COMPANY NAME:	D/B/A:	
BILLING ADDRESS:	CITY:	STATE:

FINE PRINT

All wiring on the premises to the site of the signs- installed location, including the connection of the sign to such primary wiring source is to be the responsibility of the Buyer, at additional cost to the Buyer, at the direction of the Buyer. as designed by the Buyer or Buyer's agents and, as necessary, all other aspects and expenses, as required, to bring primary electrical wiring to the sign's location for energizing of such signs. All voltages to be 120 Volt at 60 Hertz unless otherwise specified. Any damages caused by the energizing circuit to the sign or sign products due to improper design (including but not limited to improper voltages), improper connection thereof or any other causes related to the energizing primary circuitry will be solely and completely at the Buyer's risk and expense. Any additional work, trouble shooting in the field, by phone, by internet or otherwise required on behalf of Seller will be bi/Jed in addition to Buyer on a Time and Materials basis, at additional expense. All Permit fees/Engineering fees and labor/drawing costs for the acquisition thereof will be billed in addition to prices stated herein at additional expense unless specifically outlined in this document to be bi fled in another manner as described herein. Any required sales/use taxes are the responsibility of the Buyer, now and in the future as so levied by applicable governing authorities. All taxes are due and payable upon demand by Seller at or any time subsequent to the execution of this SIGN PURCHASE AGREEMENT. It is understood that taxes are in addition to the prices outlined in the SIGN PURCHASE AGREEMENT, E2 Quote or any other document outlining the signs, products or services for stated Job Location unless specifically and clearly outlined otherwise. It is expressly and undeniably understood by both Buyer (or Buyer's agents, subcontractors, salespersons, etc.) and Seller that no verbal agreement has been entered into. Both parties are to adhere to the terms and conditions of this SIGN PURCHASE AGREEMENT and related attachments as properly executed and initialed. Any governing entity outside the control of Seller, such as but not limited to, any applicable City/Municipalities, County Office/Agent, national codes (such as but not limited to NEC, BOCA, ETC.) with jurisdiction or control upon the product, labor (manufacturing or installation) or any issues, procedures or otherwise related to the execution of the terms, signs, sign products, services or otherwise, foreseen or unforeseen, may affect the costs and timely delivery of such products/services herein NOTICE: THIS IS A LEGAL DOCUMENT WITH BINDING OBLIGATIONS READ BOTH SIDES OF THIS INSTRUMENT BEFORE SIGNING, AS THE TERMS OF THIS SIGN PURCHASE AGREEMENT ARE SET OUT THEREON, The specific terms for payment may vary based on product types or other reasons, but it is expressly understood that PAYMENT IN FULL as outlined by this Agreement is due and must be paid PRIOR TO INSTALLATION OF SIGN PRODUCT, PARTS OR SERVICES. All outstanding balances over 30 days due are subject to a 2% per month (collectively compounding) Late Fee.

☐	Buyer's Guarantee to Build _____ (initials)
☐	Rejection of Buyer's Guarantee to Build _____ (initials)

BUYER:

I/We have read this entire agreement and agree to defend and hold harmless Seller as stated herein. ACCEPTED:

By: _____

PRINTED NAME:	TITLE:	DATE:

SELLER:

ACCEPTED:

By: _____

Mark Wessell, CEO
Springfield Sign
4825 E Kearney St
Springfield, MO 65803

1. DOCUMENT ATTACHMENT As allowed by this contract, other documents such as but not limited to E2 quotes, product specifications, manufacturer's specifications, etc. may be referenced in the area in the beginning of this Sign Purchase Agreement. These documents may have additional terms, conditions, pricing, restrictions, limitations or otherwise as describe by those written instruments, such as but not limited to LED (or other types) of electronic displays.

2. LIMITED WARRANTY Seller warrants all new materials and/or services delivered herein to be at time of completion of job and time of delivery, to Buyer, to be free from defects of material and/or workmanship. Seller agrees to repair or replace, solely at Seller's discretion, any products or parts thereof, which are found defective in material or workmanship within 90 days from time of installation of sign or sign product. Seller's obligation with respect to such products or parts shall be STRICTLY LIMITED to replacement or repair and in NO event shall Seller be liable for consequential, incidental or special damages, or for transportation, installation, adjustment or any other expenses which may arise in connection with such products or parts, including but not limited to loss of business or loss of trade. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES. Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within ninety (90) days after date of delivery or installation, as applicable. Buyer is NOT authorized to make independent arrangements for warranty work. All warranty work on said signs, products, parts, services, as described herein, shall be arranged or subcontracted by Seller or be done by Seller's employees or representatives, solely at the discretion of the Seller. In the event that Buyer does not permit Seller to inspect product, access property or in any other way directly or indirectly inhibits the Seller to arrange for or conduct necessary repair work required under this Agreement, or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer will be solely responsible for the costs of such repairs. In the event Buyer does not comply with the above, Seller hereby EXCLUDES ALL WARRANTIES, EXPRESS AND/OR IMPLIED, AND BUYER PURCHASES THE SIGN, SIGN PRODUCT AND/OR SERVICES "AS IS" and WITH ALL FAULTS. WAIVING ALL WARRANTIES HEREUNDER. Additional limitations include but are not limited to, acts of God, acts of nature, vandalism, acts of War or Terrorism and/or accidental damages.

3. INSURANCE As long as any amount of monies is due and owing to Seller, Buyer shall insure sign, sign products or services, in an amount no less than monies due Seller, and NAME SELLER in the loss payable clause of such insurance policy, strictly for the benefit of the Seller. Buyer further agrees to not limit the insured causes allowing for fire or any other casualty. Buyer shall furnish Seller with evidence of such certification of insurance, in writing from Buyer's insurance agent or agency, upon Seller's demand. Seller's certificate of insurance for liability/workers compensation shall be provided by Seller to buyer upon request from Buyer.

4. TAXES Buyer shall be responsible for and pay all taxes including but not limited to Sales, Use, Personal Property or any other municipal, county, state or federal taxes that may be levied, imposed or assessed by law on the sign product, parts or services or improvements thereon, or uses of such. Buyer agrees to reimburse Seller for any amount for such taxes, that may be billed to and paid by Seller. Any interests or penalties associated with any taxes as outlined herein will also be due and owing to Seller if so paid by Seller. These taxes, as allowed by law, may or may not be assessed at time of initial sale or delivery of sign product, parts or services and may continue forward in time without end.

5. PERMITS/LICENSES Seller shall not be obligated to commence fabrication of sign product, parts or services until all necessary permits have been issued. If permits are denied after reasonable effort by both parties to secure same, then this Sign Purchase Agreement shall terminate without liability to either Buyer or Seller, except that Buyer shall pay Seller for reasonable compensation for labor and costs expended until the time permits are denied. Buyer shall be responsible for securing and maintaining in effect written consent from the owner of record of the premises upon which sign product, parts or services is to be installed and for all other private permissions, consents or licenses, including but not limited to, the use of registered trademarks or copyrights used on the sign product, parts or services, necessary for the manufacture, the installation, maintenance and use of such. The only exception to this will be if the **Buyer's Guarantee to Build** check box at the beginning of this Sign Purchase Agreement is checked. The terms and conditions for this, briefly being stated herein, shall GUARANTEE FULL PAYMENT TO SELLER with no guarantee to Buyer that the sign product, parts or services will be utilized to any benefit of the Buyer. Buyer will be obligated to pay the full contract price, including installation and will have to make arrangements for receipt of, off loading of and storage of sign product, parts or services with no future claims for installation, service or maintenance of such from Seller. **The Buyer's Guarantee to Build** is strictly offered to allow manufacturing of sign product, parts or services to proceed WITHOUT the proper permits obtained. If in no way obligates Seller to be adverse to the law for installation (without permits) of sign product, parts or service.

6. INSTALLATION OF SIGN PRODUCT Buyer agrees to and stipulates that Buyer has designated the location for the sign product, parts or services and subsequent installation of such and is responsible for all required materials, labor and any other associated expense, at Buyer's risk, for the necessary requirements for proper, obstruction free and/or lawful installation. Obstructions, obstacles or other encumbrances, includes but is not limited to building reinforcement, building or site alterations, all obstacles as required for successful, safe, lawful installation including but not limited to overhead (power lines, buildings, trees or other encumbrances), underground (such as utilities, easements, rocks, buried objects natural, man made or otherwise), landscaping, sidewalks, planters, asphalt, concrete or any other such improvements, construction crews other than Seller's or Seller's agents or Buyer's normal business traffic, Seller will not be responsible for any damages for such items during the normal installation process. Any return trips or delays or overtime charges incurred will be passed on to Buyer at Buyer's expense.

7. ASSIGNMENT This Agreement shall be binding and inure to the benefit of the parties hereto, their respective successors, executors, administrators, assigns and legal representatives; provided, however

that the interests of Buyer herein shall be assigned only with the expressed, written consent and approval of Seller. No transfer or assignment of this Agreement or any interest hereunder shall release Buyer from their obligations herein.

8. DEFAULT OR BREECH OF AGREEMENT The parties stipulate that the sign product, parts or services is(are) not an article of general trade or utility but is uniquely designed and is to be constructed and/or installed at the request and for the sale and special purposes of Buyer. The sign product, parts or services is of no value to Seller, and therefore, has no resale or other value to anyone other than Buyer, this Agreement is not cancelable except with expressed written permission of the Seller. Buyer shall be deemed to have breached this Agreement by insolvency, default in payment amounts or schedules as set forth herein, abandonment of the sign product, parts or services or vacating the premises where such is located, termination or transfer of Buyer's interest in the premises or business, appointment of a receiver for Buyer's business, the filing of a voluntary or involuntary petition of bankruptcy with respect to Buyer, or any act or omission of Buyer in contravention to this Agreement. In addition to Buyer's other obligations hereunder, in the event Seller shall institute any action or lawsuit for the enforcement of the obligations of Buyer herein, Buyer shall pay and indemnify Seller for all costs of court, reasonable attorney's fees expended, interest expenses of 2% per month or as allowed by law whichever is more, collection fees, administration fees, and, pay Seller all amounts awarded by the court as a result of such proceedings. Buyer's breach of any provision in any other Sign Purchase Agreement or other instruments as put forth by Seller or Confirmation of Order with Seller shall also be deemed to be a breach hereunder, and Seller may suspend its performance and delivery under this and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within a reasonable time, not exceeding ten (10) days, after Seller has informed Buyer orally or in writing, of its grounds for insecurity.

9. COPYRIGHTS, TITLE & CONVEYANCE OF OWNERSHIP Seller specifically retains ownership and/or title of sign product, parts or services until Buyer has performed and fulfilled all terms and conditions required by Seller, herein, or as otherwise allowed by law to Seller's benefit. Buyer also, conveys to Seller the absolute right to access property to remove sign product or parts from said property, should any default arise on Buyer's behalf, and, to pay for all necessary costs for removal and possible subsequent re-installation of said product at expense in addition to that outlined herein, solely at Buyer's risk and expense. Buyer agrees and will defend same that Seller shall at all times have title to all original drawings, designs and specifications relating to the work hereunder, which were developed or created by or on behalf of Seller, and Seller hereby claims copyrights, where applicable, of all such drawings, designs and specifications. Payment of all or part of any amounts hereunder does not pass title to the "original drawings, designs, specifications" of said sign product, parts or services, although the same may be reproduced with the expressed written consent of Seller. Buyer shall, upon request of Seller, promptly return all such drawings, designs and specifications, and copies thereof, to Seller during all times which Buyer owes Seller any amounts hereunder. Buyer agrees that Seller has specific legal rights in the form of Copyrights or other instruments given by law to Protect and does hereby declare Seller's ownership of all drawings artwork and the like during and after the terms of the Agreement herein.

10. MANUFACTURING SPECIFICATIONS/INDUSTRY STANDARDS Buyer understands and agrees to allow Seller, solely at Seller's discretion to make modifications for and conforming to Seller's standard manufacturing practices. It is also understood by Buyer, that no color, shape, dimension or any other specific feature of said sign product, parts or services is guaranteed absolute. As practical examples absolute color matches or dimensions are not guaranteed and will be allowed reasonable differences within industry standards. Buyer agrees that Seller may mark and label sign for legal, national code, electrical, manufacturing, advertising or other requirements and purposes as is reasonably necessary to conduct day-to-day business as allowed or required in the industry and for Seller's own satisfaction and benefit.

12. SUBJECT TO PRIOR SALE Used sign products, new or used products offered for resale from other manufacturers, such as but not limited to electronic displays may be subject to prior sale affecting price and or delivery times to Buyer. Seller will not be responsible for any consequences related to such issues. This includes promotional or sales or any other type of proposal made to customer. Seller has no authority or control over other manufacturers and Seller employ's numerous sales agents all of whom may be promoting the same sale item, thus depleting any available inventory.

13. CHANGE ORDERS Any alteration, deviation and/or reasonably significant variance from the scope of work, construction or labor or otherwise from the sign(s) or products or services as outlined herein, including all extra costs, hereafter called Change Order, will be executed only upon written orders and may become an additional charge over and above the price stated herein. Any such Change Order requested by Buyer must be agreed to by Seller, in writing and solely at the discretion of the Seller. It is understood that any Change Order could necessitate the need for a price increase, an extension in the time required to complete the work outlined herein or any other reasonable and necessary charges, terms, conditions, equipment or the like as so required to execute the Change Order.

14. SUSPENSION OF MANUFACTURING Any request or event or otherwise required by Buyer to delay, suspend, cancel or otherwise impede the manufacture, delivery and/or installation of said sign product, parts or services, for any reason or occurrence out of the control of Seller, then Buyer shall immediately pay the full purchase price or any amount remaining and due to Seller. Furthermore, upon such request, Buyer shall be solely responsible for storage charges and any increases in labor and/or material costs incurred by Seller in the manufacturing process. Buyer's failure to comply with this provision will be deemed and construed as an anticipatory breach of this Agreement. In the event Buyer complies with the foregoing, Seller will complete the manufacturing, delivery and/or installation within a reasonable period of time upon reasonable request of Buyer.

15. SECURITY INTEREST Buyer grants Seller a SECURITY INTEREST in the sign product, parts and/or services until all obligations to Seller, hereunder are fully paid. Seller may file and record this Agreement as a financing statement under Chapter 400 of the Missouri Uniform

Commercial Code Section 400.9-521, in addition to any other permitted standard or nonstandard forms. If Buyer shall fail to pay as agreed to herein, Seller (or Seller's agents or representatives) shall have the right, and will be defended by Buyer, and is hereby authorized and empowered to take and resume possession of and remove into Seller's possession, with or without process of law, the sign product, parts or services and all other property described herein, wherever found, and remove and sell the same at either public or private sale, or by any other viable method, as deemed solely by Seller, at such time and place as Seller shall choose, and as allowed by law. Seller shall apply the proceeds of such sale as a credit upon the obligations of Buyer hereunder. In such event, Seller is entitled to recover all expenses of sale, including any reasonable attorney's fees necessary in handling the matter, without prejudice to Seller to the further enforcement of any balance of such obligation due Seller by Buyer, or expenses remaining due from such sale. In the event the proceeds of such sale exceed the balance of Buyer's obligation to Seller and the expenses of such sale, Seller shall forward any such excess to Buyer. Buyer shall not use said sign products as to lessen the value of Seller's SECURITY INTEREST or impair the operation of said sign product, and in the event the sign product is damaged through the intentional acts or willful negligence of Buyer, Buyer's customers, its agents or employees, contractors or third parties, or by wind, hail, earthquake, fire, war, tornado, hurricane, flood, labor dispute, vandalism, acts of God or acts of nature, Buyer agrees to pay for the necessary expenses to restore said sign product, part or services in operable condition. After delivery and/or installation, whichever is contracted for, in the event the sign product is lost, stolen, destroyed, or otherwise impaired, Buyer shall remain liable to Seller for all amounts hereunder, UNTIL BUYER'S OBLIGATIONS TO SELLER ARE FULLY SATISFIED HEREUNDER, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER WHETHER THE SAME IS ATTACHED IN ANY MANNER TO THE REALTY OR NOT. SAID PROPERTY SHALL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REALTY, BECOME OR BE DEEMED A FIXTURE OR APPURTENANT TO SUCH REALTY. No transfer, renewal, extension, or assignment of the Agreement or of any interest hereunder, and no loss, damage or destruction shall release Buyer or any Guarantor from the obligations assumed hereunder. During all times in which Buyer is obligated for any amounts to Seller hereunder, Buyer shall keep said property free from all tax liens and other encumbrances, and any sum of money that may be paid by Seller to release any such liens or encumbrances shall be paid on demand by Buyer in addition to the obligations secured hereunder.

16. WAIVER OF CONSUMER RIGHTS

17. DELIVERY AND PERFORMANCE Seller shall not be held responsible for, and the period of time required for completion of any project or maintenance or repairs, shall be tolled during any time when Seller is delayed or prevented from completing the obligations hereunder because of strikes, equipment breakage, fire, war, terrorism, labor disputes, commercial delays, acts of God/nature, regulations or restrictions of any government entity or public authority, or any accidents or forces, conditions, or circumstances beyond Seller's control, and Seller shall not be liable for any loss whatsoever suffered by Buyer, directly or indirectly, as a result of any such events or occurrences. Buyer agrees to examine and inspect all installations, repairs, and maintenance, and within ten (10) days, notify Seller in writing of any complaints about work performed under this Agreement. The failure of Buyer to give such written notice shall constitute acceptance of the work performed. The provisions of the paragraph shall not be limited by any provision in which time is made of the essence. Notwithstanding anything in this Agreement to the contrary, if at any time prior to completion of this Agreement Seller's prospects for payment are, in Seller's sole discretion, impaired, Seller may require payment in advance before permitting delivery or any installation or services hereunder, and may demand Buyer's immediate performance of Buyer's obligations hereunder. If requested by Seller, Buyer shall furnish evidence, satisfactory to Seller, prior to commencement of Seller's work hereunder or at any time thereafter, that sufficient funds are available and committed to pay the full amount owing by Buyer under this Agreement.

18. STATE OF JURISDICTION/SEVERABILITY/MISCELLANEOUS All representatives of Seller are stipulated and specified in this Agreement. No modifications hereof shall be valid unless made in writing AND agreed to, AND signed by both Seller and Buyer. No waiver by either party hereto shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition, or obligation hereof. It is agreed by both parties hereto that venue of any action arising under the Agreement shall be in Greene County, Missouri and the laws of the State of Missouri shall govern this Agreement. Should any part of this Agreement contravene public policy or laws of the jurisdiction in which it is sought to enforce the same, then such part shall be considered null and void and have no force and effect, and the balance of the terms and conditions of this Agreement shall remain valid and in full force and effect. Buyer expressly grants Seller the right to use photographs, drawings or other replicas of the sign product specified herein in its brochures, pamphlets, displays, sales documents or other advertising or promotional media in the ordinary course of business of Seller. Seller may place on the sign product its name, telephone number and location of such information, as shall be determined by Seller and solely by the Seller. Buyer agrees that Buyer is purchasing said sign product for business or commercial purposes or use and not for personal, family or household use or purposes. In regard to payment of any amount due hereunder, time is of the essence.



Photo of original Walmart store located in Rogers, AR. This is the image that informed the Welcome Center design



View of Welcome Center driving west on 8th street



View from southwest corner of Newport Plaza looking east. Sign is so thin that is hardly visible



View from opposite side of 8th street looking northwest



NEWPORT PLAZA - Located immediately west of the Welcome Center. Building in foreground is the Welcome Center. Sign is obstructed from view by landscaping



View from corner of 8th and J - looking at hotel. Welcome Center and sign are not visible



View from corner of 8th and J - looking at hotel. Welcome Center and sign are not visible

Landscape Plan

- ① Greenway-8th St Connection
- ② Welcome Center plaza & "selfie" lawn
- ③ Newport Plaza
- ④ Steps
- ⑤ Lawn
- ⑥ Planted slope with stone wall
- ⑦ Hotel drop-off plaza
- ⑧ Sloped path with S&Dime Brick Walls
- ⑨ Bike garden
- ⑩ Hotel entry plaza
- ⑪ Hotel event plaza
- ⑫ Potential development site (~0.5 acre)
- ⑬ Bus drop-off
- Ⓐ Flag pole location

- LAWN
- MIXED PLANTINGS (SHRUBS, PERENNIALS, GRASSES)
- CONCRETE PAVING
- PERMEABLE PAVING
- INTEGRAL COLOR CONCRETE



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