

Red Maple Village Sign Program



Northeast Corner of Tracy Boulevard and Valpico Road, Tracy, California

November 12, 2008

Prepared by



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Sign Program

Table of Contents

1.	Sign Criteria	1 - 11
2.	Sign Criteria Site Plan	1 - 2
3 .	Elevations Exhibit for Freestanding Sign(C1: Center identity Sign)	1 - 2
4.	Elevations Exhibit for Directory Signs D1, D2, D3, and D4	1 - 5
5 .	Elevation Exhibit: Wall / Fascia Sign: Major Anchor Tenant (Raley's)	1 - 2
6 .	Elevations Exhibit for Monument Signs (E-Cart Monument Signs)	1 - 3
7 .	Banner Exhibit	1 - 2

EXHIBIT H

SIGN CRITERIA

I. Introduction

For the purpose of this Sign Criteria, the Shopping Center will be hereinafter referred to as "Center." For the purpose of this Sign Criteria, Raley's is the Major Anchor Tenant.

The Developer is to administer and interpret the Sign Criteria, but is not empowered to authorize any departure, modification or deviation from the Sign Criteria without written approval of Developer and Major Anchor Tenant or its assignees, as more fully described in the CC&Rs.

II. General Information - Tenant Signage

The following section outlines the acceptable scope of work, quality standards and materials for the Center:

A. Approvals:

- 1. Prior to applying for jurisdictional approval of permits, each tenant shall submit to the Developer for approval before fabrication at least three (3) copies of the following: Detailed drawings indicating the location, size, layout, design and color of the proposed sign(s), including all lettering and graphics, and an elevation of the entire façade of the tenant space showing the signage in place. The Developer's approval of any sign or part of sign, in no way sets a precedent for approval of future signs. Developer's approval of the sign shall create no liability to the Developer for the compliance of the sign with any government regulations. Any change required at any time by any government authority shall be at tenant's sole cost and expense.
- 2. All jurisdictional approvals and permits for signs and their installation shall be obtained by the tenant or his representative, at his sole expense, after receiving Developer's written approval.
- 3. Each tenant shall be responsible for the fulfillment of all requirements of these criteria and of government agencies with jurisdiction and approved specifications.
- 4. No other signage except for that described herein is permitted.
- 5. The amount of signage on each face is always counted separately for conformance.
- 6. For all signage not requiring jurisdictional approval, any lettering and/or images to be visible from the exterior of the building shall be approved in writing by Developer prior to installation.

B. General Requirements:

- 1. All design, installation and other work required herein for individual tenant signage shall be performed by tenant at tenant's sole cost and expense.
- Installation of any sign shall be performed in a prompt and safe manner with as little disruption to business and traffic as possible with minimum inconvenience to the Developer and other tenants.

Page 1 of 11

- 3. Power will be provided from the tenant's in-house electrical panel to a junction box at all sign locations, (20amp, 120v circuit installed on backside of fascia). Power connection and hookup shall be provided by tenant. Time clock, or other control measures, shall be provided by tenant to turn sign on and off when not in use. Tenant shall be required to light sign the minimum amount of hours set by Developer.
- All electrical sign shall be UL approved, shall bear the UL label and their installation shall comply with all local building and electrical codes. All work to be by qualified, licensed, and insured contractors.
- All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition and made from behind the sign band.
- 6. All signs, fastenings, bolts and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron of any type will be permitted.
- 7. All signs must be installed and operational prior to tenant's opening of premises for business.
- 8. On any applicable shared sign, the space occupied by the Major Anchor Tenant's sign will be at least 50% larger than any other tenant and/or the Center identification.
- 9. Developer and Major Anchor Tenant shall mutually agree upon sign elevations for the Center site and buildings and the number and location of signs at the Center as indicated on the approved site plan.
- 10. The Major Anchor Tenant shall be subject to only Sections I, IIB, IIC, III, IV, V, VI, XI, XII, and XIII of this Sign Criteria. All other Sections of this Sign Criteria do not apply to the Major Anchor Tenant.

C. Insurance Requirements:

Developer requires all sign manufacturers/installers to submit with drawings a copy of the appropriate contractor's license number, as well as a Certificates of Insurance for Worker's Compensation, Property Damage and Commercial General Liability.

The insurance requirements are as follows:

- 1. Workers' Compensation and Employers' Liability Insurance as required by state law, and affording 30 days' notice of cancellation to the Developer. The Employers' liability coverage shall have an aggregate limit of \$1,000,000.
- 2. Commercial General Liability Insurance on an "occurrence" basis in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, including the following endorsements:
 - a. Premises and Operations coverage with X, C, and U exclusions deleted, if applicable.
 - b. Owners and Contractors Protective coverage.
 - Products and Completed Operations coverage.
 - d. Broad Form Property Damage Coverage.
 - e. Blanket Contractual Liability Coverage.
 - f. Personal Injury Coverage.
 - g. An endorsement naming Developer and the Architect of Record, as additional insured.
 - An endorsement affording 30 days' notice of cancellation to Developer in the event of cancellation or material reduction in coverage.

Page 2 of 11

- 3. Business Auto Liability in the amount of \$1,000,000 combined single limit for bodily injury and/or property damage liability including:
 - a. "Any Auto" Coverage.
 - b. An endorsement affording 30 days' notice of cancellation to Developer in event of cancellation or material reduction in coverage.
- 4. Contractor shall maintain all of the foregoing insurance coverage in force until final completion of the signage work other than the Products and Completed Operations Coverage which shall be maintained for three (3) years following final completion of the Work.
- 5. Certificates of Insurance and endorsements acceptable to the Developer shall be filed with the Developer prior to commencement of the Work. These Certificates and the insurance policies required by this section shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Developer.

III. Directory Signs (D1, D2, D3, and D4)

A. Materials

1. The materials and colors shall be compatible with the buildings and as more fully described on the Sign Criteria Elevations Exhibit for Directory Signs D1, D2, D3 and D4.

B. Location As Shown On Sign Criteria Site Plan Only.

- 1. The Directory Signs, if applicable, shall be set back from all property lines at least fifteen (15) feet and be located as shown on the Sign Criteria Site Plan in locations that enhance their visibility.
- 2. The sign(s) should not be located within public utility easements (PUE) or similar easements without specific approval from such utility company or respective authority.

C. Height and Overall Sign Area

- 1. The Directory Signs shall not exceed eight (8) feet in height including base, unless permitted by the Center's resident jurisdiction's Sign Ordinance and the Architectural and Design Criteria and approved by Major Anchor Tenant.
- 2. The maximum area of the Directory Signs excluding the base and/or embellishments shall be no larger than fifty (50) square feet per face.

D. Quantity

1. At least two (2) and no more than four (4) Directory Signs located as indicated on the Sign Criteria Site Plan.

E. Tenant Sign Area, Material and Letter Size

1. Space on the Directory Signs shall be available for one (1) Major Anchor Tenant and up to four (4) additional tenants, or for one sign where the Major Anchor Tenant is not identified, six (6) tenants, as shown on the Sign Criteria Elevations Exhibit. If shared by other tenants, the Major Anchor Tenant shall occupy at least the top one-half of the sign with a panel on both sides of the Directory Sign(s), or, alternatively, on one side if the sign is single-sided. If shared by only one (1) additional tenant, the tenant shall not occupy more than 25% of the sign area (I.e., the tenant sign shall be ½ the size of the Major Anchor Tenant's sign). Developer will make the final determination as to which tenants will be allowed space on the balance of the Directory Sign(s). The Major Anchor Tenant shall have the right to have its

Page 3 of 11

- name prominently displayed on Directory Signs in the positions shown on the attached drawings.
- 2. Numbers, letters and logos shall be rout out aluminum faces and backed with translucent acrylic with colored translucent vinyl face. Tenant panel background color will match the cabinet color.
- 3. Tenant typestyle and logos are to be approved by Developer. Said approval shall not be required for the typestyle and logos of the Major Anchor Tenant.
- In every circumstance, the Major Anchor Tenant's sign area shall be larger than any other tenant and in no circumstance shall the Major Anchor Tenant be placed side-by-side with another tenant.
- Developer will make the final determination as to which tenants in addition to the Major Anchor Tenant will be allowed space on the Directory Signs. The Directory Signs (if any) shall be available to the Major Anchor Tenant.

F. Modifications

1. Any proposed modifications to the Directory Signs must be provided to and reviewed by Developer and the Major Anchor Tenant, in accordance with Section II above prior to submittal to the Center's resident jurisdiction.

IV. Freestanding Sign (C1: Center Identification Sign)

A. Materials

1. The materials and colors shall be compatible with the buildings and as more fully described on the Sign Criteria Elevations Exhibit for Freestanding Sign (C1: Center Identity Sign)

B. Location As Shown On Sign Criteria Site Plan Only.

- The Freestanding Sign (C1: Center Identity Sign), if applicable, shall be set back from all property lines at least fifteen (15) feet and be located as shown on the Sign Criteria Site Plan.
- 2. The sign should not be located within public utility easements (PUE) or similar easements without specific approval from such utility company or respective authority.

C. Height and Overall Sign Area

- 1. The Freestanding Sign (C1: Center Identity Sign) shall not exceed fifteen (15) feet in height including base, unless permitted by the Center's resident jurisdiction's Sign Ordinance and the Architectural and Design Criteria and approved by Major Anchor Tenant.
- 2. The maximum area of the Center Identification sign excluding the base and/or embellishments shall be no larger than seventy-five (75) square feet per face.

D. Quantity

 One (1) freestanding Center Identification sign located as indicated on the approved Site Plan attached.

. Material and Letter Size

Typestyle and logos are to be approved by Developer.

Page 4 of 11

F. Modifications

- 1. Any proposed modifications to the Center Identification sign must be provided to and reviewed by Developer and the Major Anchor Tenant as defined, in accordance with Section II above prior to submittal to the Center's resident jurisdiction.
- 2. If Center Identification signage is available, such signage shall be made available to the Major Anchor Tenant at its option subject to the Center's resident jurisdiction. No other tenants shall occupy this sign.

V. Monument Signs (E-Cart Monument Sign)

A. Materials:

1. The materials and colors shall be compatible with the buildings.

B. Location:

1. The Monument Sign (E-Cart Monument Sign), subject to jurisdictional approval, shall be located as shown on the attached Sign Criteria Site Plan. The Monument Signs (E-Cart Monument Signs) and equipment shall be located on the Major Anchor Tenant's parcel in an area mutually agreed upon by the Major Anchor Tenant and Developer.

C. Height and Overall Sign Area:

- The Monument Signs (E-Cart Monument Signs)shall not exceed six (6) feet in height including base.
- 2. The maximum area of the freestanding single tenant and E-Cart monument signs, excluding the base and/or embellishments shall be no larger than twenty four (24) square feet per face.

D. Quantity:

1. The Monument Signs (E-Cart Monument Signs) are permitted on Major Tenant Parcel subject only to reasonable approval by Major Anchor Tenant and Developer.

E. Tenant Sign Area, Material and Letter Size:

- 1. Numbers, letters and logos shall be rout out aluminum faces and backed with translucent acrylic with colored translucent vinyl on face. Tenant panel background color will match the cabinet color.
- 2. Changes to the approved Typestyle and logos shown on the Sign Criteria Elevations are to be approved by Developer

Page 5 of 11

VI. Wall/Fascia Sign: Major Anchor Tenant (Raley's)

A. Number of Wall Signs

- 1. The Major Anchor Tenant will be allowed to attach their primary identification wall signs (trade name) on the primary and other elevations of the building, as they face public streets, provided the area and the location of the signs does not exceed the Center's resident jurisdiction Sign Ordinance.
- The Major Anchor Tenant shall be allowed a minimum of two (2) store feature signs as shown on attached elevations.
- The Major Anchor Tenant shall be allowed a minimum of four (4) sub-tenant or ancillary business signs, each not exceeding thirty-five (35) square feet in area.

B. Location of Wall Signs

- 1. Wall signs shall not extend above or below the fascia band and /or wall facade line on which it is placed and shall not interrupt major architectural features on the building, such as doors, windows, tile embellishments and reveal lines.
- 2. Wall signs shall be generally centered vertically on the fascia.

C. Area of Wall Signs

- 1. The combined area for individually lettered wall signs for the Major Anchor Tenant shall not exceed one (1) square foot for each one (1) lineal front foot of Major Anchor Tenant frontage.
- 2. "Area of wall sign" means the total area of the sign contained within one rectangle or square drawn completely around the display surface, or drawn completely around the individual letters and logos. The maximum area of a single wall sign shall not exceed one hundred (100) square feet.

D. Wall Sign Construction and Design

- All Major Anchor Tenant signs shall be of individual letter construction (except when letters, graphic representations, and/or borders are connected and combined to form the company logotype as a single unit).
- A sign may consist of a company logo and/or company name only. Other wording is permitted at the discretion of Developer.
- 3. Each letter, number or logo shall be formed with individual pan channel construction. Standard signage is designed as follows:
 - a. Store features signs, typically "Pharmacy" and "Fresh Market": standard 24" in height, internally illuminated with low voltage red LED; red acrylic lens faces, 5" polished gold returns, 3/4" polished gold trim cap; mounted flush to fascia on front elevation of store.
 - Corporate Identification/sub-tenant signs (ex. Independent Bank; Coffee Shop, U.S. Postal Office Service Contract Station; e-Commerce) mounted flush to fascia on front elevation of store; to be approved by Developer and the Center's resident jurisdiction.

Page 6 of 11

- c. Raley's primary identification wall sign "Raley's" letters: standard 7'-0" in height by 20'-0' in length, internally illuminated with low voltage red Light Emitting Diodes ("LED"); red acrylic lens faces, 5" red returns, ¾" red trim cap; mounted flush to fascia on front elevation of store; additional side elevations where approved by Developer and the Center's resident jurisdiction.
- 4. Letter style and letter face color to be Major Anchor Tenant's choice with Developer's approval.

VII. Wall/Fascia Sign: All Tenants (excluding Major Anchor Tenant)

A. Number of Wall Signs

- 1. In-line Shop tenants (tenants in buildings that do not have a rear elevation on a public street) are permitted one (1) wall sign. End cap tenants may, with Developer's approval, be permitted two (2) wall signs (one primary and one secondary) provided each sign is located on a different side of the building and faces a public entrance, public street, or a visitor parking lot from which a customer entrance is directly accessible. Notwithstanding the foregoing or anything to the contrary in this Sign Criteria, approval of secondary signs shall be granted or denied by the Developer in Developer's sole and absolute discretion.
- 2. Multi-Tenant Pad tenants (tenants in buildings that have either a rear elevation on a public street or entrances on opposite sides of the buildings that provide direct access to primary customer parking fields) are permitted two (2) wall signs (one primary and one secondary) provided each sign is located on a different side of the building and faces a public entrance, public street, or a visitor parking lot from which a customer entrance is directly accessible.. Tenants in the buildings shown as "Shops 3" and "Shops 4" on the Sign Criteria Site Plan, attached, are Multi-Tenant Pad tenants, provided that only primary signage, used consistently, is used on the east-facing side of Shops 3 and Shops 4 and on the west-facing side of Shops 5 and Shops 6 and that only secondary signage, used consistently, is used on the west-facing side of Shops 3 and Shops 4 and east-facing side of Shops 5. End cap tenants may, with Developer's approval, be permitted three (3) wall signs: provided each sign is located on a different side of the building and faces a public entrance, a public street, or a parking lot from which a customer entrance is directly accessible. Notwithstanding the foregoing or anything to the contrary in this Sign Criteria, approval of secondary signs shall be granted or denied by the Developer's sole and absolute discretion.
- 3. Single Tenant Pad Tenants (single tenants that occupy entire buildings that have a rear elevation on a public street) are permitted to have up to four (4) signs, one on each elevation that fronts a street, parking lot, or public area.

B. Location of Wall Signs

- 1. Wall signs shall not extend above or below the fascia band and /or wall facade line on which it is placed and shall not interrupt major architectural features on the building, such as, doors, windows, tile embellishments and reveal lines.
- 2. Wall signs shall be centered vertically and horizontally on the fascia and centered over the storefront area and within the "signage area".

C. Area of wall signs

- 1. The maximum square footage allowed shall not exceed one and one-half (1 1/2) square feet per lineal foot of wall frontage on each elevation. Square footage cannot be transferred from one elevation to another.
- 2. The length of wall signs shall not exceed seventy-five percent (75%) of the length of the building façade.
- 3. "Area of wall sign" means the total area of the sign contained within a rectangle or square drawn completely around the display surface, or drawn completely around the individual letters or logos.

D. Size of Wall Signs

- 1. Inline Shop and Multi Tenant Pad Tenants: Sign characters shall have a maximum height of twenty-four (24") inches and logos shall have a maximum height of thirty inches (30") for primary signs. Sign characters for secondary signs, depending on type of illumination as described below, shall have a maximum height of twelve (12") inches with logo height not exceeding a maximum height of fifteen inches (15") or a maximum height of twelve (15") inches with logo height not exceeding a maximum height of eighteen inches (18").
- 2. Single Tenant Pad Tenants: Sign characters shall have a maximum height of twenty-four (24") inches and logos shall have a maximum height of thirty inches (30").
- 3. An additional 6" (six inches) will be allowed for ascenders and/or descenders.
- 4. Logo Area shall in no event exceed twenty percent (20%) of tenant's overall signage area on any sign.

E. Wall Sign Construction and Design

1. All tenant signs shall be of individual letter construction (except when letters, graphic representations, and/or borders are connected and combined to form the company logotype as a single unit).

- 2. A sign may consist of a company logo and/or company name only. Letter wording, Letter style and letter face color to be tenant's choice with Developer's approval.
- 3. Each letter, number or logo shall be designed as follows:
- a. Signs shall be composed of individual or script pan channel. Maximum width is 75% of tenant fascia.

 Maximum letter height and square footage shall conform to the sign ordinances of the Center's resident jurisdiction.
- b. Depth of letters shall be 5" for face lit letters, 3" for halo lit letters, illuminated with neon tubing or LED, with no exposed raceways or wiring. Secondary signs with face lit letters shall comply with the maximum height of twelve (12") inches and logo height maximum height of fifteen inches (15") requirement. Secondary signs with halo lit letters shall comply with the maximum height of twelve (15") inches and logo height maximum height of eighteen inches (18") requirement. The Center will consistently deploy either face lit or halo lit Secondary Signs, at Developer's discretion, to avoid conflicting sign styles.
- c. All lettering shall be fabricated from aluminum. Face-lit channel letters shall have acrylic letter faces with interior 15mm neon illumination or low voltage LED illumination and be installed flush to fascia. Halo lit letters shall have aluminum faces and clear lexan backs and will be mounted 2" away from fascia to allow halo illumination.
- d. In no case shall the wording of signs describe prices, or any type of advertising except as part of the occupant's trade name, product, service or insignia.
- e. Logos will be permitted on an individual basis. Size, color, layout per Developer approval and subject to maximum letter height and combined may not exceed allowable sign area.
- All signs to be UL approved.

VIII. Tenant Identification Hanging Sign (Pedestrian Oriented Blade Sign)

If required by Developer, each tenant shall provide and install, at his own expense, one single-faced or double-faced hanging sign per storefront entrance. Signs shall be placed under awnings or near doorways, per Developer's approval. The following criteria shall apply:

- 4 (four) square feet maximum sign face area
- Bottom of hanging sign may not hang lower than 8 feet
- Colors may vary, all colors to be approved by Developer
- Painted metal or wood sign structures
- Front lighting only, as specified and / or approved by Developer

IX. Storefront or Front Entry Door Signs

- Logos or manufacturer's decals, hours of operation, telephone numbers, etc. shall not exceed 36 square inches per single door entrance.
- Tenant address to be installed above storefront entry door and shall be upper case Helvetica medium typestyle numerals and/or letters. Materials will be Scotchcal Vinyl or equal, color to be black. Letter height shall be three (3) inches and centered horizontally. Copy will be limited to tenant name and address. Top of sign will be six feet zero inches (6'0") from grade.
- C. After obtaining Developer's approval thereof, prior to installation in accordance with Section II above, Tenant shall be permitted to use interior window signage so long as such signage is professionally prepared, installed, and maintained in a neat manner, complies with all applicable laws, ordinances, and regulations, and does not, at any time, occupy more than 10% of the storefront windows. Such interior window signage shall not be permitted on any doors, nor on the back of any building.

Temporary signs

1. Tenant is permitted to display not to exceed thirty days prior to store opening and not to exceed thirty days following store opening a "Grand Opening" sign upon approval from Developer. Size, copy, and color to be submitted by tenant to Developer for approval.

- 2. Promotional Banners shall be permitted five (5) days per occurrence, four (4) times per year with Developer's approval. All such banners must comply with Center's resident jurisdiction sign ordinance.
- 3. No other temporary signs are permitted.

X. Service or Rear Entry Door Signs

Rear entry door signs shall be upper case Helvetica medium typestyle numerals and/or letters. Materials will be Scotchcal Vinyl or equal or greater quality and be approved by Developer, color to be black. Letter height shall be three (3) inches and centered horizontally. Copy will be limited to tenant name and address. Top of sign will be six feet zero inches (6'-0") from grade.

XI. Restrictions

- 1. Painted (except for Pedestrian Oriented Blade Sign), "A-frame", flashing, moving, audible, animated, revolving or other signs that create the illusion of animation shall not be permitted.
- 2. No exposed neon shall be used on the building fascia. Exposed bulb signs are not permitted.
- 3. No exposed junction boxes, lamps, tubing, conduits, raceways or neon cross-overs of any type are permitted, unless specifically requested and approved by Developer and the Center's resident jurisdiction.
- 4. There shall be no rooftop signs, or signs that extend above the parapet wall or the roof line of the building to which they are attached.
- 5. Major Anchor Tenant shall be allowed the use of temporary advertising, such as "SALE" signs, special announcements, etc., on the exterior and/or interior of the storefront glass, not to exceed 25% of the available storefront glass surface area.
- 6. No "Going out of Business", "Lost Our Lease" or other similar signage is allowed.
- 7. No signs that create a traffic safety hazard by interfering with a driver's sight line shall be allowed.
- 8. No inflated/Lighter-Than-Air signs shall be allowed (except during grand opening or reopening by the Major Anchor Tenant).
- No Off-premises or Off-site signs shall be allowed.
- No portable signs shall be allowed.
- 11. No signs on natural features or other structures shall be allowed.
- No signs without a permit shall be allowed.
- 13. No simulated traffic signs shall be allowed.
- 14. No signs on vehicle(s), including trailers, when a vehicle is parked or stored on the premises for the purpose of identifying a business or advertising a product on the same site or a different site, unless the sign is permanently fixed to the vehicle, and the vehicle(s) are used by the business to conduct its daily operations on a regular basis.

- .5. If the fascia sign is ever removed for replacement or because of termination of lease, tenant shall leave the fascia panel in good condition, normal wear and tear accepted. Without limitation, tenant shall specifically be required to fill, in a workmanlike manner, any holes left in the fascia panel and repaint to match surrounding fascia.
- All signs are subject to review and approval by the Center's resident jurisdiction through a sign permit process and must meet the Center's resident jurisdiction Sign Ordinance, including review by Architectural Review Committee or similar Review Board. In all cases where Planning and/or Building, Department review of signs is required, said review must be secured prior to installation. Any signage not permitted per this program shall be removed at tenant's expense.
- Tenant shall keep their respective fascia signage illuminated daily (during dusk hours) to coincide with their hours of operation so as to provide advertising of their business to potential customers. Tenant's electrical signage shall be powered from the tenant's in-house electrical panel and controlled by a time clock or energy management system. Electricity required for sign operation will be recorded on tenant's electric meter and tenant will be responsible for all associated electrical expenses.
- 8. Site signage, if applicable, shall be powered from the common site electrical panel. Control of such signage may be directed from Major Anchor Tenant's energy management system at the option of the Major Anchor Tenant.
- 19. Other than Major Anchor Tenant, window treatments of any kind and vertical copy or signs projecting perpendicular to the building are not permitted without the Developer's approval.
- 20. No sign vendor's labels or other identification will be permitted on the exposed exterior surface of the signs, except those as required by the Center's resident jurisdiction governing signage installation.
- 21. With the exception of the Major Anchor Tenant, advertising devices such as attraction boards, posters, banners and flags will not be permitted. Promotional banners are to be utilized on a temporary basis by other tenants subject to approval by Developer (which approval shall be in Developer's sole discretion). Seasonal and promotional banners for the Center, as shown on the Banner Exhibit to this Sign Criteria, may be administered by the Developer. Any such banners must comply with the Center's resident jurisdiction Sign Ordinance. See Section IX.C. for permitted window signage.
- 22. No externally illuminated tenant wall signs shall be allowed, except Pedestrian Oriented Blade Signs, as described at Section VIII of this Sign Criteria and signs illuminated by gooseneck light fixtures that are mounted directly over the sign that they illuminate (provided such sign lettering is no less than 2" in depth).

XII. Protection of Property

- A. Tenant's sign contractor shall be responsible for the fulfillment of all requirements and specifications described in this Sign Criteria and Center's resident jurisdiction signage ordinance, completing the installation in a workmanlike manner, and cleaning up debris, patching and painting any surfaces to their original condition that may be damaged by the installation.
- B. Tenant's sign contractor shall design and erect his/her sign in such a manner it will not overstress, deface or damage any portion of the building grounds.
- C. Any sign, temporary or permanent, capable of exerting damaging pressures on the building due to its size, weight or design, shall have its design examined, at tenant's sole cost, by a structural engineer. Said structural engineer shall provide to the Developer his written approval verifying that

Page 9 of 11

Page 10 of 11

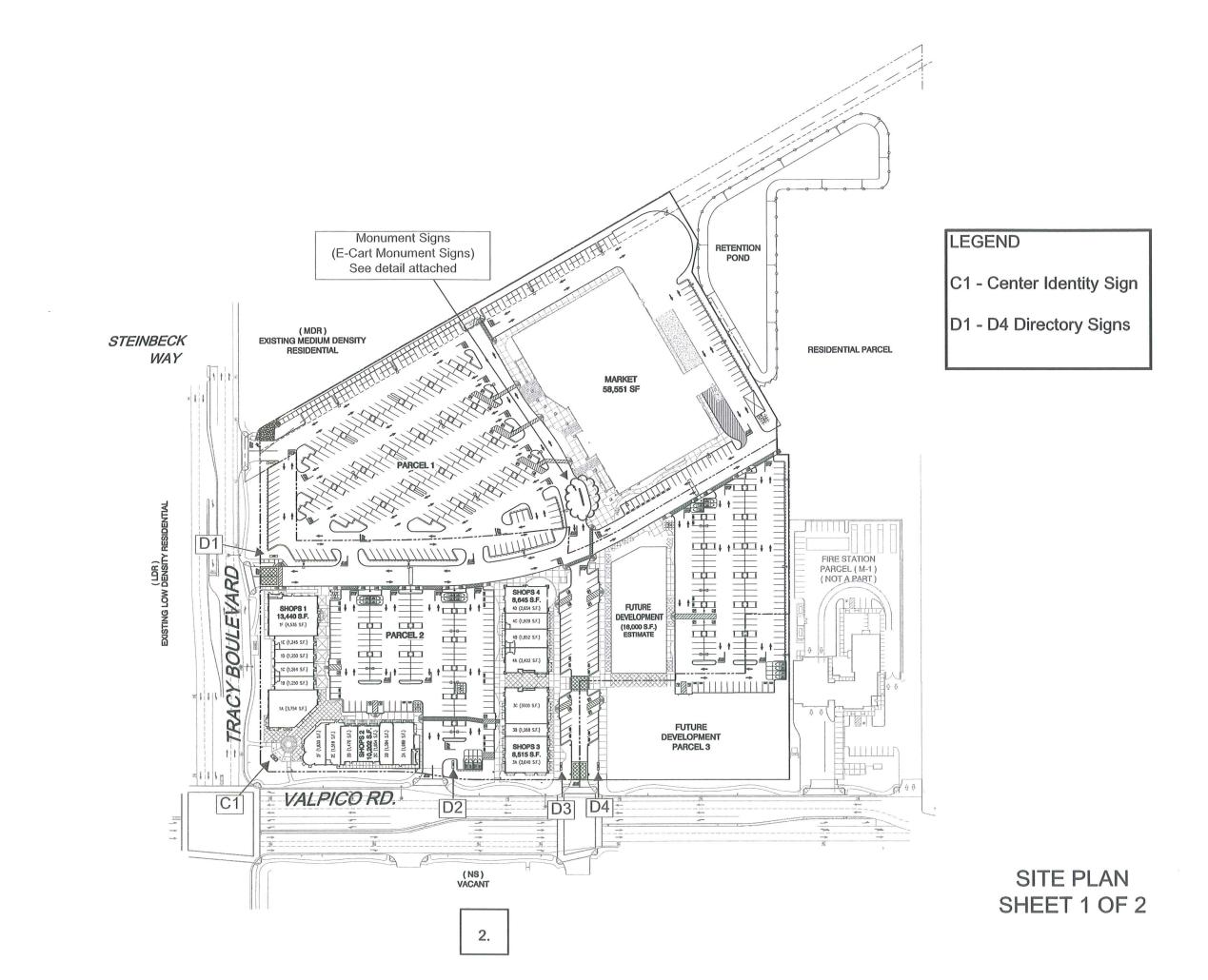
no unsafe condition will be imposed upon the building, or other structure, to which the sign may be attached. If safe conditions cannot be guaranteed, the sign shall be immediately removed at tenant's sole cost.

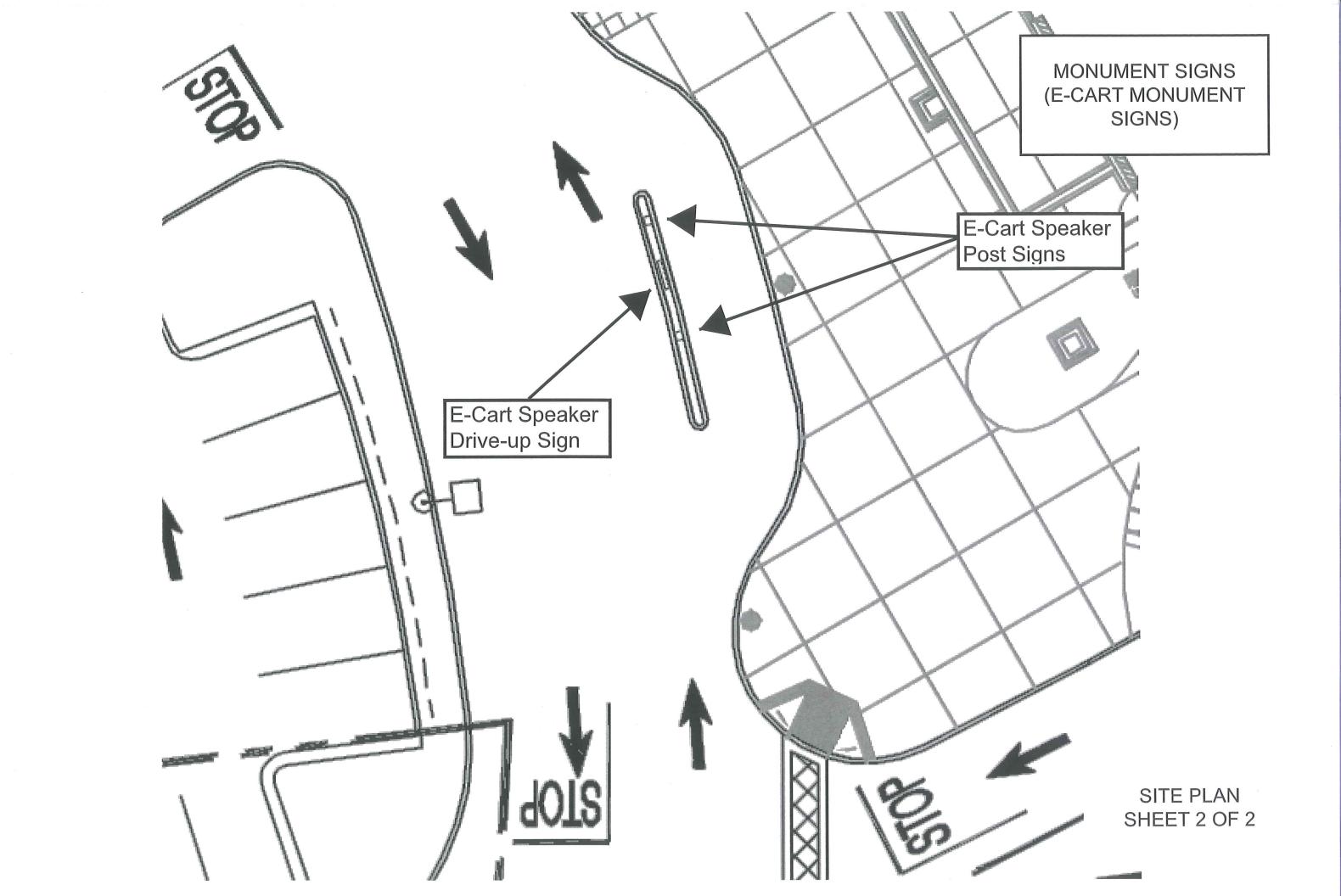
- D. Tenant shall ensure that all signs have sufficient structural support. All exposed parts of any sign or sign support subject to corrosion or other similar damage shall be protected in an acceptable manner.
- E. Any sign on which stains or rust appear, or which becomes bent, or which in any manner whatsoever is not maintained properly, shall be promptly repaired. Developer may remove and store, at tenant's expense, any signs not maintained properly or not in accordance with this criteria.
- F. Tenant shall maintain its sign in good working order and repair to include replacement of damaged or burned out bulbs at tenant's sole cost and expense. In the event Developer notifies tenant in writing of an existing defect and tenant fails to cure said defect within ten days after notification, Developer may cause the defect to be repaired. Tenant hereby agrees to reimburse Developer for the cost of any such repairs within ten days after the receipt of an invoice setting forth those costs incurred by Developer.
- G. Upon termination or expiration of the Lease, tenant hereby agrees to remove its signage, repair and patch any holes or damage to the fascia, and repaint wall at location of signage to match surrounding wall finish so that ghosting or shadowing of removed signage will not be evident. This work shall be performed at tenant's sole cost and expense to Developer's satisfaction.

XIII. Future Modification to Site Criteria

A. In the event this sign criteria (or an element thereof) is more restrictive than the sign ordinance applicable to the Center, then the Sign Criteria (or the more restrictive element thereof) shall apply to the signage in the Center."

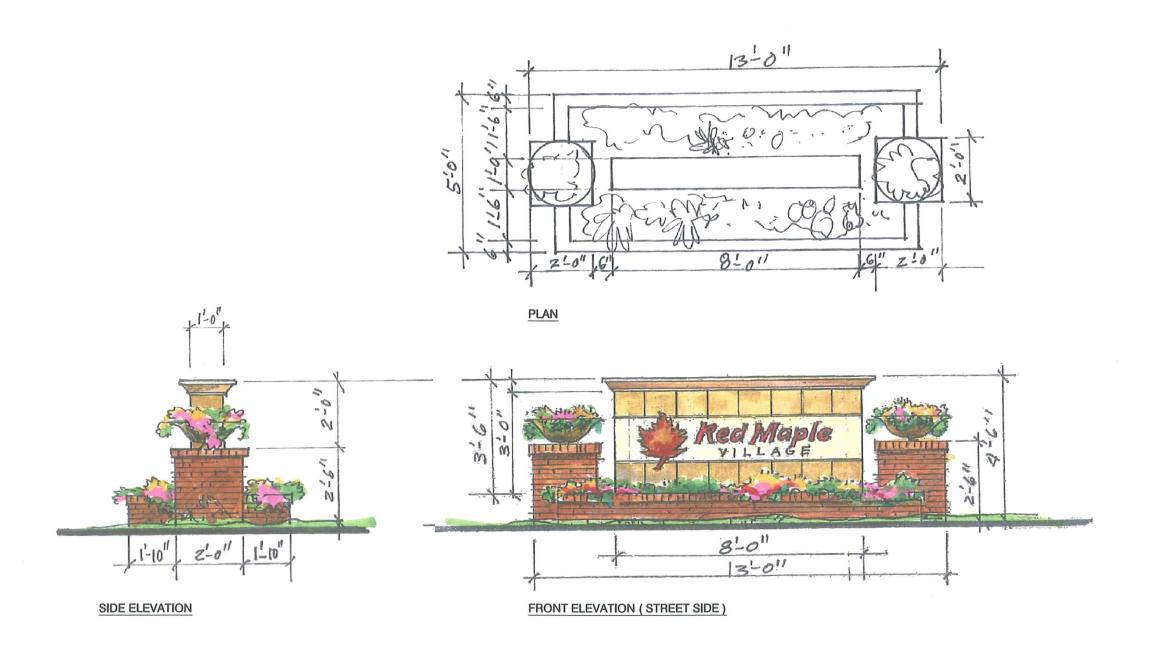
Page 11 of 11





3. Elevations Exhibit for Freestanding Sign (C1: Center identity Sign)

ELEVATION EXHIBIT FREESTANDING SIGN C-1: CENTER ID SIGN PAGE 1 OF 2

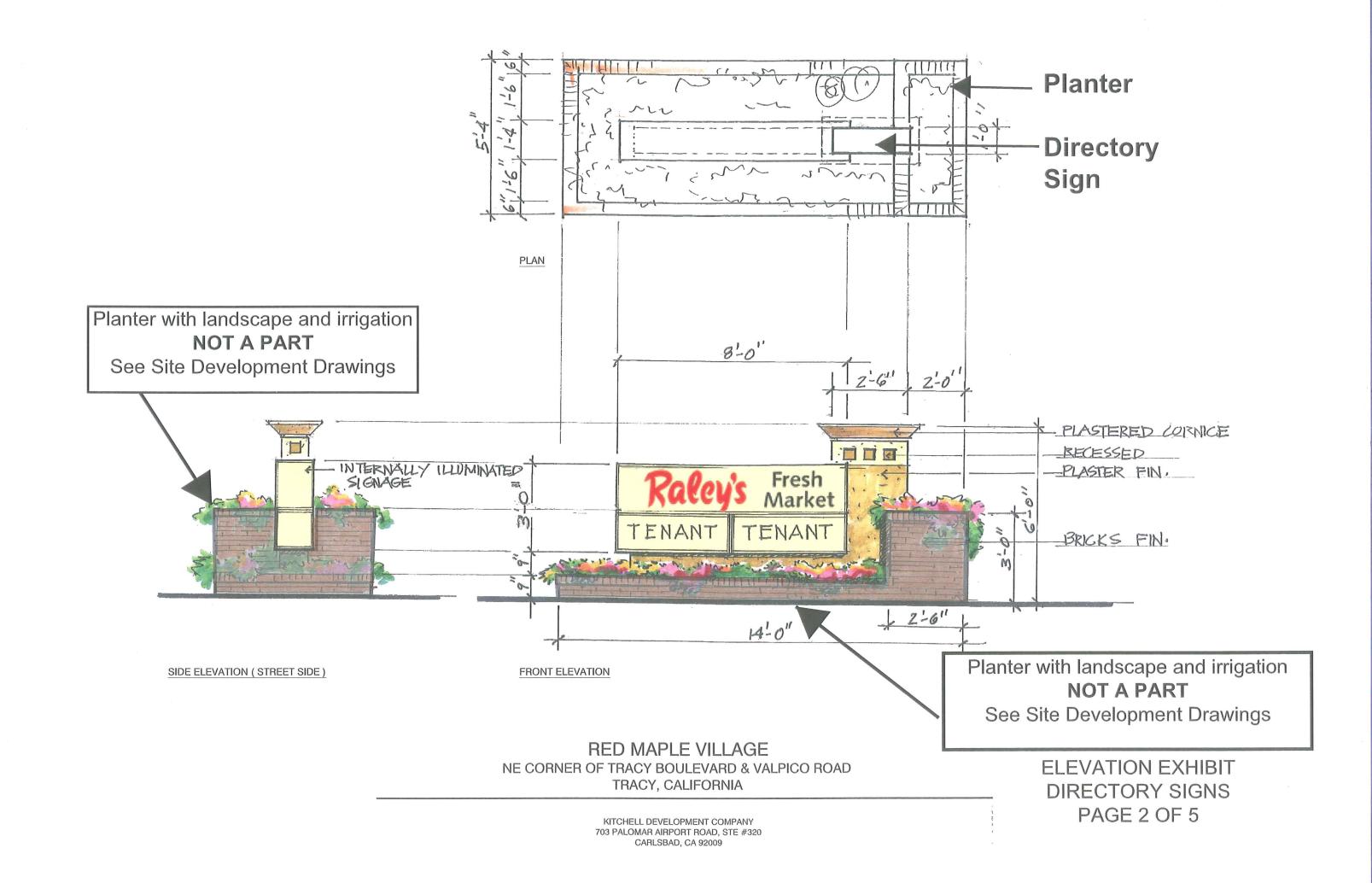


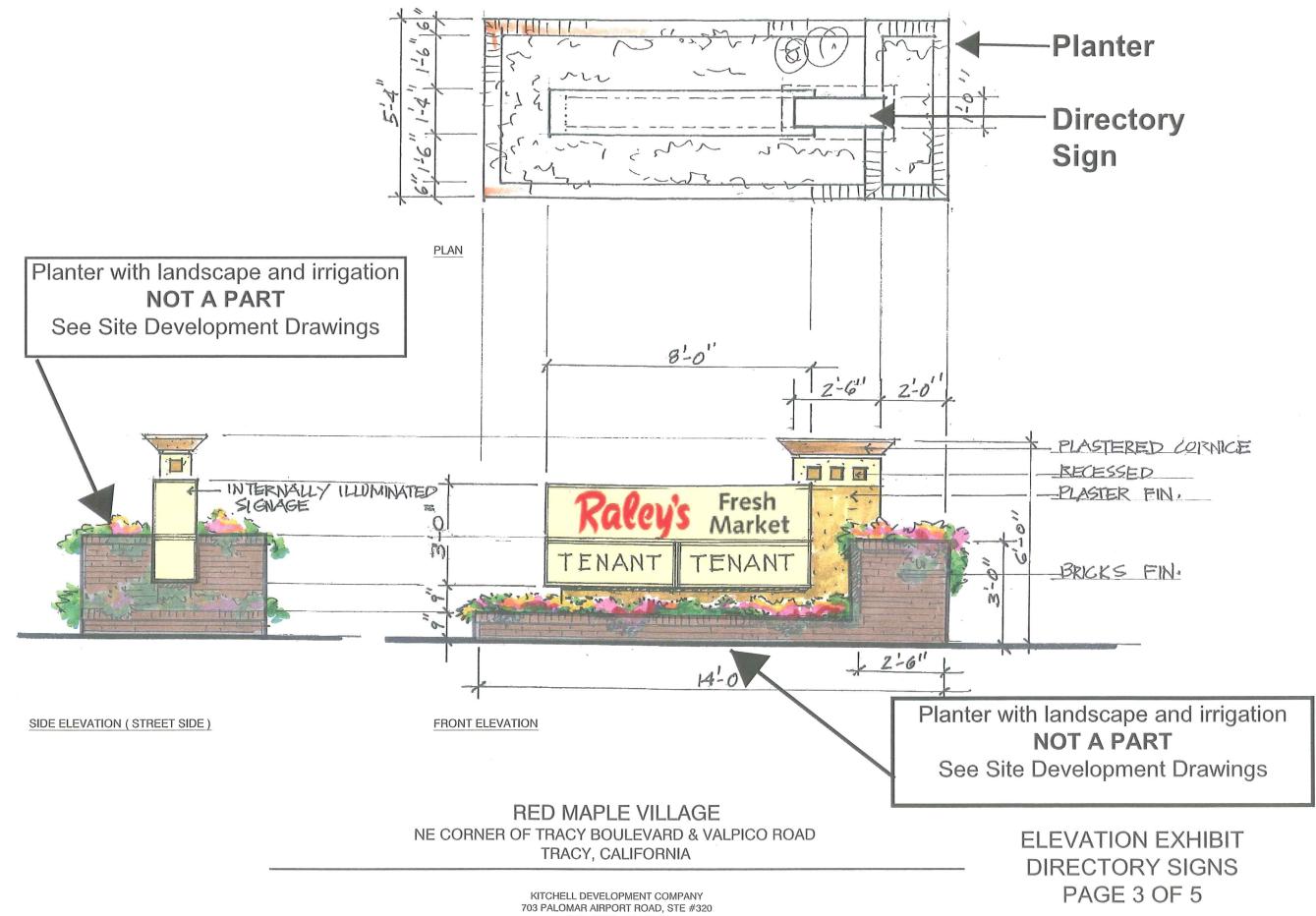
RED MAPLE VILLAGE NE CORNER OF TRACY BOULEVARD & VALPICO ROAD TRACY, CALIFORNIA

KITCHELL DEVELOPMENT COMPANY 703 PALOMAR AIRPORT ROAD, STE #320 CARLSBAD, CA 92009 ELEVATION EXHIBIT FREESTANDING SIGN C-1: CENTER ID SIGN PAGE 2 OF 2

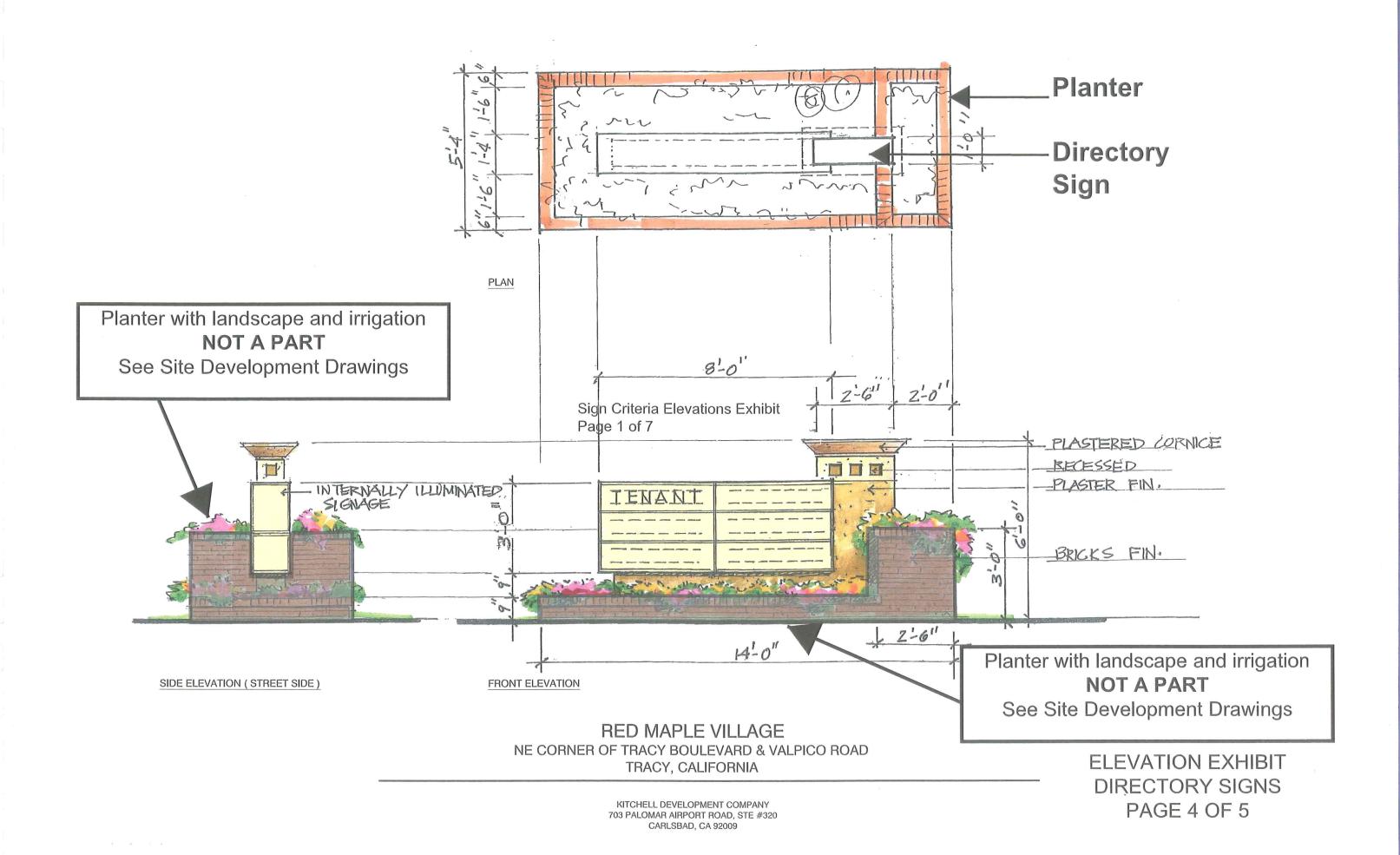
4. Elevations Exhibit for Directory Signs D1, D2, D3, and D4

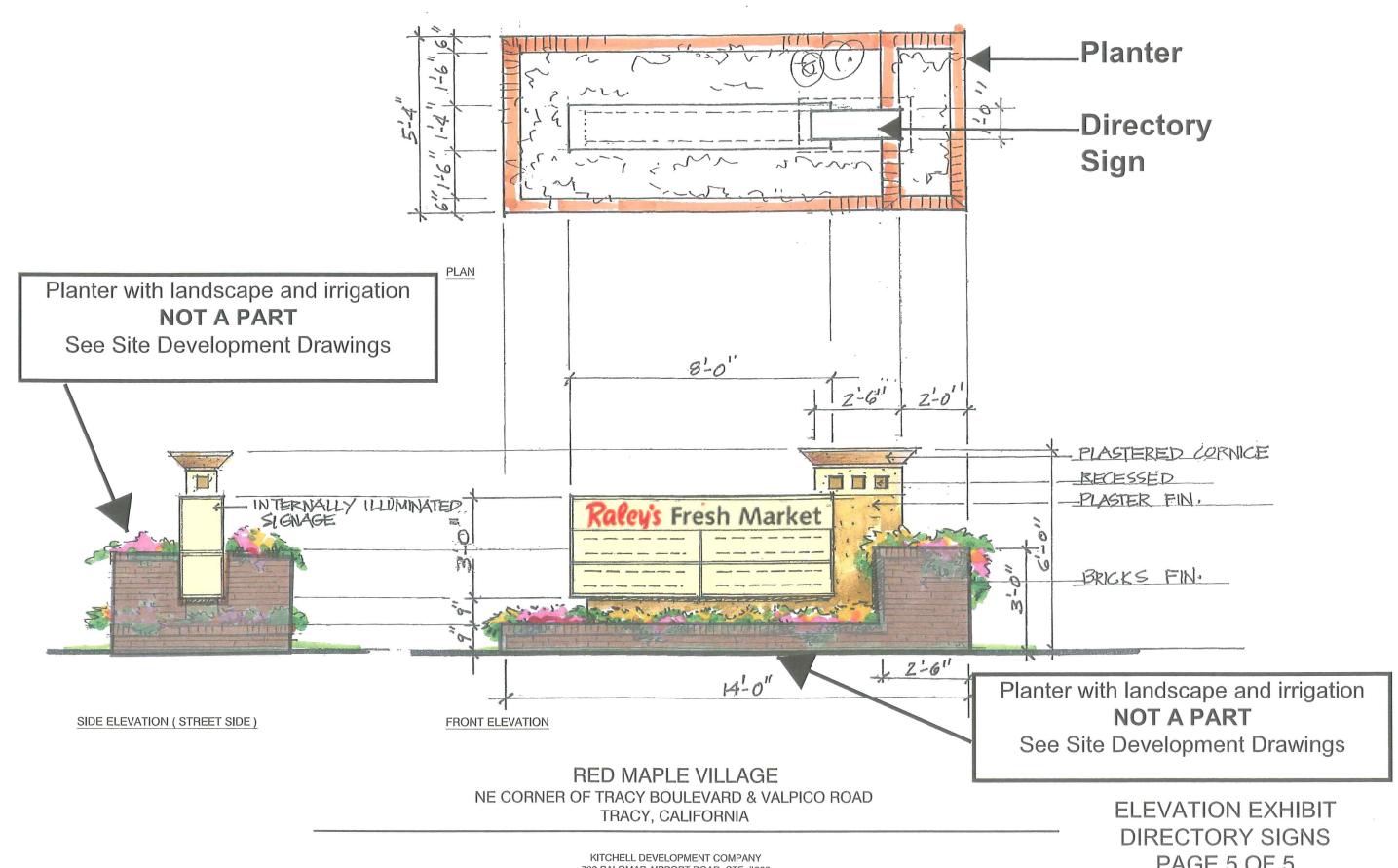
ELEVATION EXHIBIT DIRECTORY SIGNS PAGE 1 OF 5





CARLSBAD, CA 92009





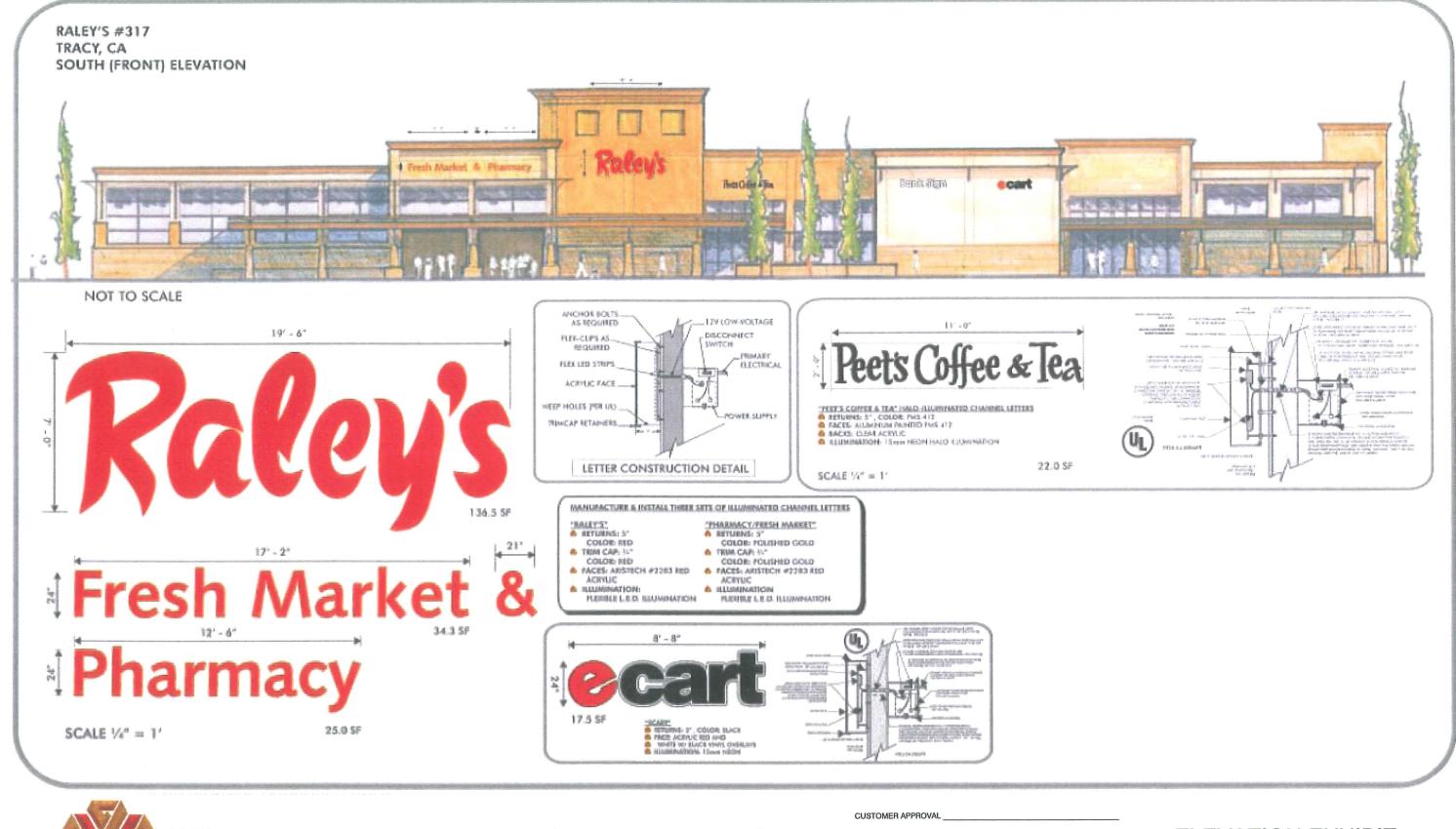
703 PALOMAR AIRPORT ROAD, STE #320 CARLSBAD, CA 92009

PAGE 5 OF 5

5. Elevation Exhibit:

Wall / Fascia Sign: Major Anchor Tenant (Raley's)

ELEVATION EXHIBIT WALL/FASCIA SIGN PAGE 1 OF 3





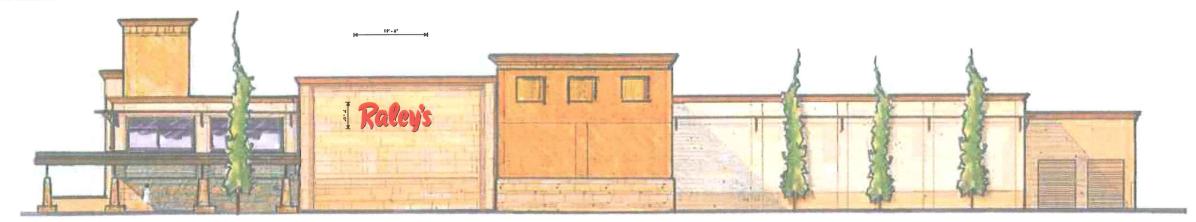
6221 Enterprise Drive Diamond Springs, CA 95619 Phone 916 933-3765 • 530 622-1420 • Fax 530 622-9367 ILLUSTRATION LOCATION DATE

SALESPERSON | Keith Wills Perry Wilson Tracy, CA 01/19/07 LANDLORD APPROVAL COLORS ON THIS PRINTOUT MAY VARY SLIGHTLY FROM FINAL MATERIALS THIS ILLUSTRATION INCLUDES APPROVAL OF THE FINAL MATERIALS COLC CALLOUT, WRITTEN DIMENSIONS ON THIS ILLUSTRATION HAVE PRECEDE SALESPERSON SIGNOFF

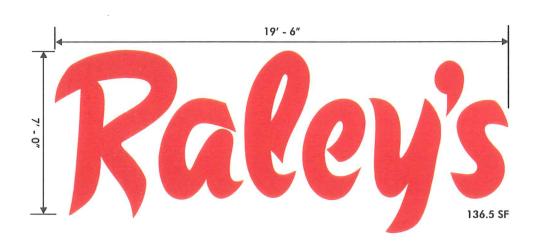
ELEVATION EXHIBIT WALL/FASCIA SIGN PAGE 2 OF 3

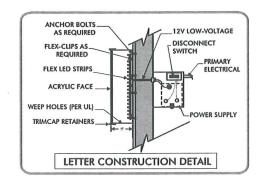
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RALEY'S #317 TRACY, CA **EAST (SIDE) ELEVATION**



NOT TO SCALE





MANUFACTURE & INSTALL ONE SET OF ILLUMINATED CHANNEL LETTERS "RALEY'S"

RETURNS: 5"

COLOR: RED

TRIM CAP: ¾" COLOR: RED

AFACES: ARISTECH #2283 RED
ACRYLIC ILLUMINATION:
FLEXIBLE L.E.D. ILLUMINATION



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SALESPERSON | Keith Wills ILLUSTRATION Perry Wilson
LOCATION Tracy, CA
01/19/07 **CUSTOMER APPROVAL** LANDLORD APPROVAL

COLORS ON THIS PRINTOUT MAY VARY SLIGHTLY FROM FINAL MATERIAL THIS ILLUSTRATION INCLUDES APPROVAL OF THE FINAL MATERIALS COL

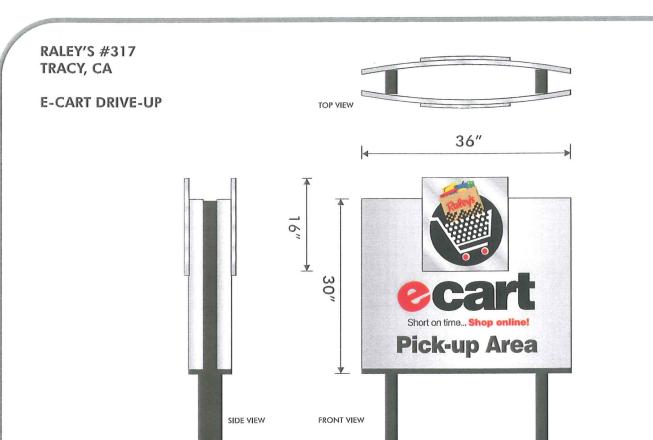
SALESPERSON SIGNOFF _

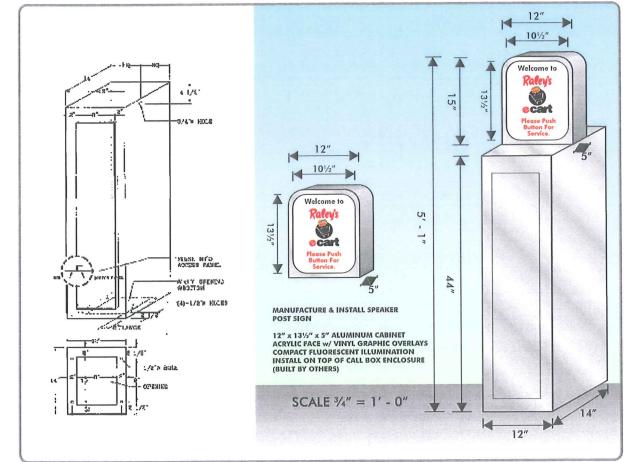
ELEVATION EXHIBIT WALL/FASCIA SIGN PAGE 3 OF 3

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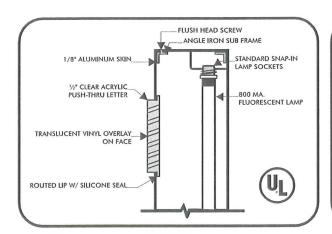
6. Elevations Exhibit for Monument Signs (E-Cart Monument Signs)

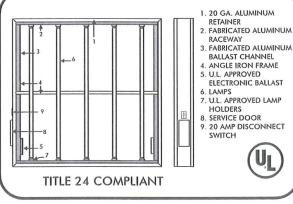
ELEVATION EXHIBIT
MONUMENT SIGNS
(E-CART MONUMENT SIGNS)
PAGE 1 OF 2











SCALE 3/4" = 1'

THIS OVERALL DESIGN CONCEPT HAS BEEN SUCCESSFUL IN OTHER MUNICIPALS.

SALESPERSON SIGNOFF

ILLUMINATED CABINET WITH BRUSHED ALUMINUM FINISH PUSH-THRU ACRYLIC COPY WITH VINYL OVERLAYS AS SHOWN 800MA FLUORESCENT ILLUMINATION 3"x3" SUPPORT POLES PAINTED GLOSS BLACK



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ILLUSTRATION Perry Wilson LOCATION Tracy, CA DATE REVISED

SALESPERSON | Keith Wills 01/19/07 11/29/07

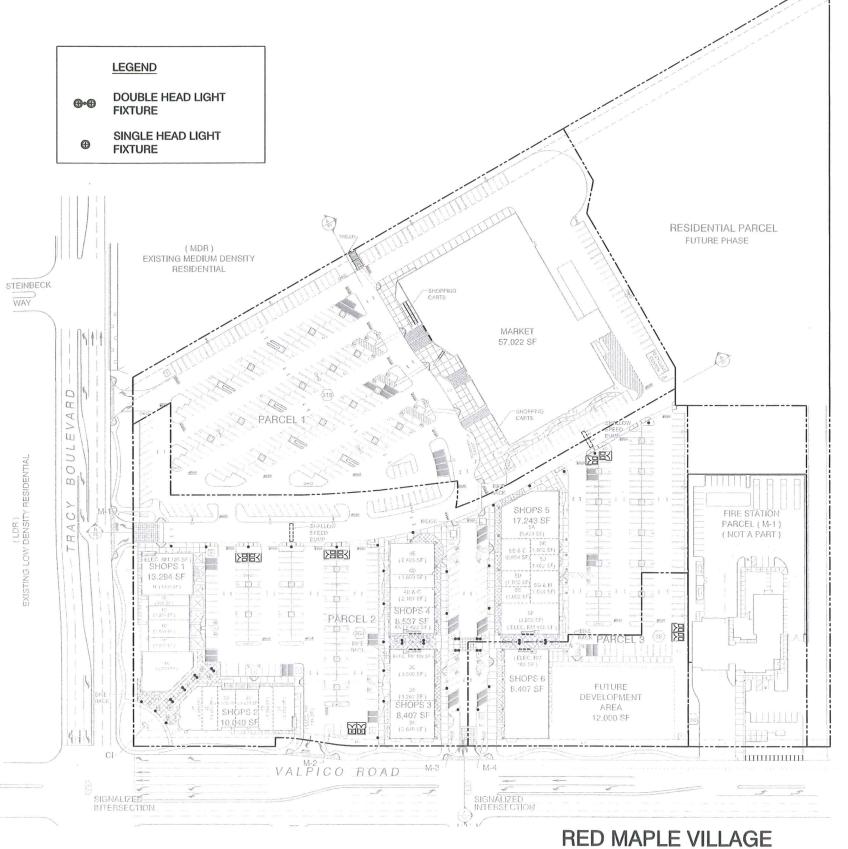
CUSTOMER APPROVAL LANDLORD APPROVAL COLORS ON THIS PRINTOUT MAY VARY SLIGHTLY FROM FINAL MATERIAL THIS ILLUSTRATION INCLUDES APPROVAL OF THE FINAL MATERIALS CO CALLOUT, WRITTEN DIMENSIONS ON THIS ILLUSTRATION HAVE PRECEC

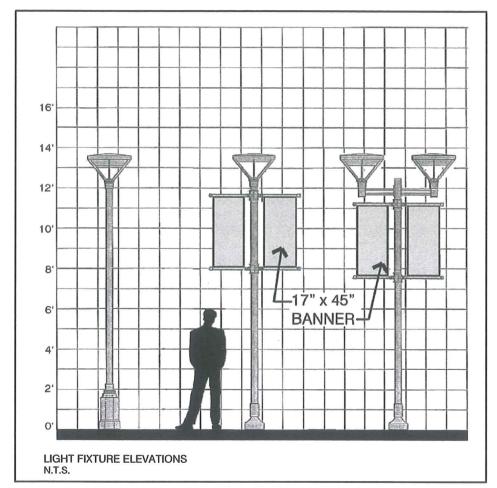
ELEVATION EXHIBIT Monument Signs (E-CART MONUMENT SIGNS) PAGE 2 OF 2

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7. Banner Exhibit

BANNER EXHIBIT PAGE 1 OF 2





RED MAPLE VILLAGE
NEC OF TRACY BOULEVARD & VALPICO ROAD



KITCHELL
KITCHELL DEVELOPMENT COMPANY
703 PALOMAR AIRPORT ROAD, STE #320
CARLSBAD, CA 92009
(760) 930-0011

BANNER EXHIBIT PAGE 2 OF 2