

Rite Aid Center

MASTER SIGN PLAN AND LESSEE SIGN CRITERIA

Approved by CDDD 2013-06

April 10, 2013

This Master Sign Plan & Lessee Sign Criteria has been established for the purpose of maintaining a continuity of quality and aesthetics throughout the project for the mutual benefit of all Lessees, and to comply with the regulations of the Zoning Ordinance of the Town of Mammoth Lakes, Chapter 17.40 "Signs." Conformance to the criteria will be strictly enforced, and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the Lessee, in accordance with the time periods set forth below.

I. GENERAL REQUIREMENTS

- A. Each Lessee shall submit or cause to be submitted to the Lessor, for approval, prior to fabrication, detailed drawings indicating the location, size, layout, design, color, materials, and method of attachment to Lessor at:

**Zentmyer Properties II LLC
1434 Foothill Blvd.
La Canada, CA 91011**

- B. The sign drawings must indicate the following information:
- 1. A scaled storefront drawing reflecting the proposed sign design as it relates to the storefront elevation of Lessee's premises.**
 - 2. Sizes of sign letters must be accurately dimensioned and spaced and drawn at a minimum of 1/4" = 1'0" scale.**
 - 3. Colors, paint finishes and types of materials.**
 - 4. Lighting specification, if any**

Master Sign Plan & Lessee Sign Criteria

Rite Aid Do it Center

Page 2

- C. The Lessee or his representative prior to installation shall obtain all permits for signs and their installation as required by the Town of Mammoth Lakes.**
- D. All signs shall be constructed and installed and maintained at Lessee's expense.**
- E. Lessee shall be responsible for the fulfillment of all requirements and specifications, including those of the Town of Mammoth Lakes and the Uniform Electrical Code.**
- F. All signs shall be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of the Lessor or his authorized representative, and the Town of Mammoth Lakes.**
- G. All drawings marked "Disapproved" or "Approved as Noted" by Lessor must be resubmitted as herein above set forth in paragraph IA with the required corrections. Lessee and its sign contractor will not be permitted to commence installation of the exterior sign unless the final sign drawings reflecting Lessor's approval are on file in Lessor's office.**
- H. In the event Lessee changes its exterior sign at anytime during the term of their lease, Lessee must comply with any modifications, revisions or changes that have been made to the Sign Criteria in effect at the time of such modification(s).**
- I. Upon vacating the premises, the Lessee shall be required to remove its signs and restore the building to its original condition.**

II. TOWN OF MAMMOTH LAKES SIGNAGE REQUIREMENTS

- A. TERM: The Master Sign Plan for the Rite Aid Center shall be renewed in accordance with the legal sign requirements in effect at that time. Any deviations from this sign plan shall require approval by the Town of Mammoth Lakes Planning Commission.**
- B. There shall be no signs displayed on this Property other than in accordance with the approved Master Sign Plan.**

III. SIGN SPECIFICATIONS

- A. **Lessee Storefront Signs:** One sign is allowed for each Lessee. Additional signs may be allowed only if allowed under the Sign Ordinance. Signs shall be installed on the building exterior, on the Sign Band (the 3' wide fascia strip on the mansard), centered horizontally over the storefront and vertically within the Sign Band. A minimum four foot horizontal separation should be provided between signs. Signs shall not exceed 30 square feet each. Each sign shall be composed of individual letters, separately mounted on the sign band. Internal illumination is allowed consistent with Municipal Code Chapter 17.40, Signs.¹ External illumination is encouraged for non-internally illuminated signs. Corporate logos may accompany business name, as long as they comply with the allowable sign area. Sign materials and colors may vary in accordance with Lessee's overall business and marketing programs, however dimensionality (depth) and shadow is encouraged. See *Exhibits for appropriate examples*.
- B. **Tenant Blade Sign:** One under canopy blade sign is allowed for each Lessee in the Westerly wing of the Property, either facing Old Mammoth Road (downstairs) or Laurel Mountain Road (upstairs.) Signs shall be installed adjacent to or directly over Lessee's entry door. Blade signs are to be hung from the ceiling canopy, perpendicular to the store entrance, with a minimum of 8' – 0" AFF clearance. Blade signs shall not exceed 4 square feet, and shall be 1' – 0" in height, and 4' – 0" in length.
- C. **Window Signs:** window signs shall be allowed pursuant to Municipal Code 17.40, Signs.
- D. **Monument Signs:** The existing monument sign on Old Mammoth Road shall display the identities of the two Anchor Tenants existing at any given time period. The term *Anchor Tenant* shall mean, for this purpose, the two Lessees so identified at Lessor's sole discretion. Any additional monument sign(s) shall be at Lessor's sole discretion, and in accordance with the Sign Ordinance.

¹ Municipal Code currently allows halo lit signs and signs with neon details.

IV. CONSTRUCTION REQUIREMENTS

- A. All exterior signs shall be secured by concealed fasteners, stainless steel or nickel or cadmium plated. All exposed fasteners shall be galvanized.**
- B. All penetrations of the building structure required for sign installation shall be neatly sealed in a water tight condition and patched to match adjacent finish.**
- C. No labels or other identification will be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.**
- D. Sign contractor shall repair any damage caused by his work. Damage to structure that is not repaired by the sign contractor shall become the Lessee's responsibility to correct.**
- E. Lessee shall be fully responsible for the operations of his sign contractors, and shall indemnify, defend and hold the parties harmless from damages or liabilities on account thereof.**
- F. A building permit is required for installation of signs and all Building Code requirements must be met prior to installation of signage.**

V. GUARANTEE

- A. Entire sign display shall be guaranteed for one (1) year from date of installation against defects in material and workmanship. Defective parts shall be replaced without charge.**

VI. INSURANCE

- A. Sign company shall carry worker's compensation and general liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of \$1,000,000 per occurrence.**

VII. MISCELLANEOUS REQUIREMENTS

- A. At the expiration, or sooner termination of Lessee's lease term, Lessee shall be required to remove his signs and patch the canopy and fascia and paint the patched area to match the surrounding area. If Lessee does not repair wall surface to Lessor's satisfaction, Lessor will perform repairs at Lessee's expense.**

VIII. PROHIBITED SIGNS

- A. Signs constituting a traffic hazard.**
No person shall install or cause to be installed or maintain any sign which simulates or imitates in size, color, lettering or design, any traffic sign or signal, or which makes use of the words "Stop", "Look", "Danger", or any other words, phrases, symbols or characters in such a manner to interfere with, mislead, or confuse traffic.
- B. Immoral or Unlawful Advertising.**
It shall be unlawful for any person to exhibit, post or display, cause to be exhibited, posted, or displayed upon any sign, anything of any obscene, indecent, or immoral nature or unlawful activity.
- C. Signs on doors, or fire escape paths.**
No signs shall be installed, relocated or maintained so as to prevent free ingress to or egress from any door.
- D. Animated, audible or moving signs.**
Signs consisting of, or giving the effect of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or having animated light area are prohibited.
- E. Off-Premise Signs.**
Any sign installed for the purpose of advertising a project, event, person or subject occurring off the center property is prohibited unless approved in writing by the Manager.
- F. Vehicle Signs.**
Signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify or provide direction to a use or activity not related to its lawful making of deliveries of merchandise or service, are prohibited.
- G. All signs listed in Municipal Code as prohibited signs.**
- H. Light Bulb Strings and Exposed Tubing.**
Storefront display lighting (other than temporary, decorative holiday lighting) that consist of unshielded light bulbs, open, exposed neon or gaseous light tubing are prohibited. Lessor hereto may grant an exception with prior written approval when the display is an integral part of the design character of the activity to which it relates.

EXHIBIT "B"
Tenant Frontages

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|---------------------------------|------------------|
| <i>Rite Aid</i> | <i>141 + 125</i> |
| <i>Do it Center</i> | <i>190</i> |
| <i>Vacant (above Rite Aid)</i> | <i>125</i> |
| <i>Alhoa Sudz</i> | <i>20</i> |
| <i>Looney Bean</i> | <i>55</i> |
| <i>Subway</i> | <i>29</i> |
| <i>Sierra Sundance</i> | <i>20</i> |
| <i>Take 2 Video</i> | <i>27</i> |
| <i>Abbey Road</i> | <i>25</i> |
| <i>Main St. T Shirt</i> | <i>23</i> |
| <i>U-Save Auto Rental</i> | <i>25</i> |
| <i>Vacant</i> | <i>16</i> |
| <i>Edward Jones Investments</i> | <i>23</i> |

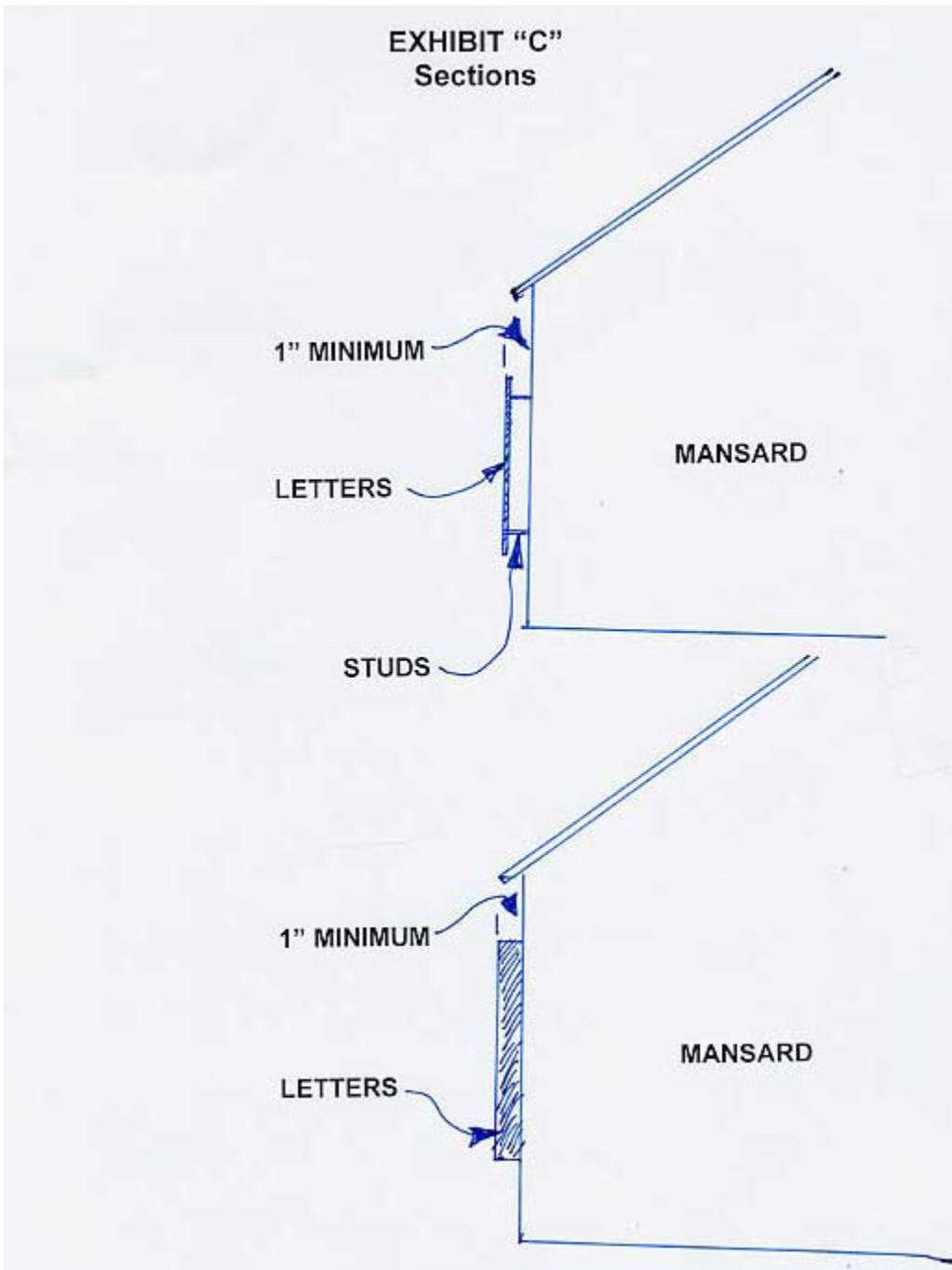


EXHIBIT "D"
Examples

