

Motion carried 5-0.

DR00-56 – Approval of site plan, landscape plan, grading and drainage, elevations and signage for Walgreen’s proposed approximately at the northwest corner of Guadalupe and Gilbert Roads.

Mr. Newcombe presented DR00-56 to the Board. Mr. Newcombe stated that staff was concerned with some issues on the elevations. He indicated the applicant had some concerns and issues with the slide channel monument sign, which they believed it was necessary for their corporate client, Walgreen’s. He added that staff had stipulated these concerns.

Board Member Gibson had some concerns with the header heights of walkway around the south elevation. Mr. Gibson stated that the header heights are consistent going from the left to the right until the tower, then all of a sudden it drops down.

Board Member Deardorff asked if there was a similarity in the slope on this building and Checker Auto. Mr. Deardorff pointed out that the fascia band was better detailed and the scale on the walkway on Checker Auto looked better. Mr. Deardorff suggested the opening to be smaller and the tile be better expressed on the building.

Planner Newcombe stated the applicant went to great extremes to work with Kids 2 in trying to find their color palette. He said some of the colors were not matching up so the applicant tried to color it the best he could from the description he was getting over the phone.

Board Member Deardorff asked staff if the applicant was proposing to use the same color palette that was used on the Checker Auto or Kids 2 on the Walgreen’s. Mr. Newcombe stated it was the Kids 2 palette.

Mr. George Rainhart, representing Walgreen’s, came forward. He stated that his company had been following the massing form with Kids 2. He added the form was flush and did not have a problem changing. Mr. Rainhart added that they were trying to follow the expression on the building as Kids 2.

Board Member Deardorff inquired about increasing the roof pitch.

Mr. Rainhart stated they are matching the pitch on the other building and not Walgreen’s. He informed the Board that they were using the exact color chips from Kids 2.

Board Member Deardorff believed that the columns looked a little thin. He recommended beefing up the columns a little to pick up the recess band.

Mr. Rainhart informed the Board that the roof details matched Kids 2. Staff suggested to match the building adjacent to them.

Mr. Rainhart had one exception to staff’s stipulations regarding the small reader board on the monument sign. He indicated this was a strong corporate desire. Mr. Rainhart stated that they

were appealing the request. He noted that a variance was approved for the Walgreen's at Cooper and Warner.

Chairman Truitt advised the applicant to put that in with the appeal because to his knowledge he didn't think they had allowed it in the past. He explained that what he was hearing was for the only one or two that exists, somebody filed for a variance and the Board had never supported it.

A motion was made by Board Member Gibson, seconded by Board Member Rojo, to approve DR00-56, subject to staff stipulations adding stipulations 10 thru 13 as follows:

1. Construction of the project shall conform with the exhibits presented and conditions stipulated by the Design Review Board on May 11, 2000. Any revisions to the approved plans shall be reviewed by the Board, prior to the issuance of a building permit.
2. Special paving shall be utilized for the pedestrian connection to the Kids 2 Center on the north of the site plan similar to the paving used for the other pedestrian connection. Review and approved by the Planning Department shall be required, prior to the issuance of a building permit.
3. A minimum of five (5) bicycle parking spaces is required and shall be clearly delineated on the site plan adjacent to the entrance of the facility. This must be shown on the site plan at the time of construction documents submittal for review and approval by the Planning Department, prior to the issuance of a building permit.
4. All illumination on the building or site shall comply with the ULDC Section 11.22.A. Staff recommends the following:
 - All lighting on site shall have 90-degree cut-offs.
 - Parking lot lights shall match the Kids 2 Center in design and height.
 - The parking lot lights along the west property line abutting the multi-family residential (R-4) zoning, Gilbert Oaks Apartments, and along Guadalupe Road shall be limited to a maximum height of 16' and fully shielded.
 - Parking lot lights shall not be allowed within the landscape setbacks.
 - Wall mounted light fixtures shall be 12' from grade and cut-sheets shall be provided at the time of construction documents submittal.
 - A photometric plan shall be required at the time of construction documents submittal.
 - All of the above shall require review and approval by the Planning Department, prior to the issuance of a building permit.

5. Revise the landscape plan to match the grading & drainage plan design. Review and approval by the Planning Department shall be required, prior to the issuance of a building permit.
6. Review and approval of the grading and drainage plan by the Planning & Engineering Departments shall be required, prior to the issuance of a building permit.
7. Per Town Code (Section 11.11.F.1), no more than 50% of the landscape and R.O.W. area along the streets can be utilized for retention.
8. All signage shall meet the minimum requirements of the ULDC for signage. Staff recommends the following:
 - The proposed attached signage along the east elevation is not allowed, per the Unified Land Development Code, and shall require a variance approval by the Hearing Officer, prior to issuance of a sign permit along this elevation
 - The attached wall signage shall have bronze returns and trim caps.
 - No exposed neon shall be allowed anywhere on the building. The proposed “medicine mixer” logo within the tower element shall be lit only by recessed indirect lighting located within the tower element and shall not be visible.
 - No exposed raceways or mechanical equipment shall be allowed. Wall signage shall be individual pan channel letters flush mount to the building.
 - The proposed two (2) monument signs, as shown on the site plan, shall be allowed at the proposed locations only if Kids 2 Center utilizes one (1) of them. If Kids 2 Center does not utilize one (1) of the monument signs, then Walgreen’s shall only be allowed one (1) monument sign centered along their Guadalupe Road frontage. A written agreement from the two (2) property owners shall be required, prior to the issuance of a monument sign permit for either the Walgreen’s facility or Kids 2 Center.
 - The monument sign shall not be a cabinet or change panel sign and shall be routed-out. As proposed, the sign shall display only the following: Walgreen’s, Drive-Thru Pharmacy, and the “medicine mixer” logo. Architectural treatments shall be carried around all sides of the sign and shall match the building in design, materials, and colors.
 - Directional drive-thru signage shall not be located within the landscape setback and shall be 3’ from grade and no greater than 3 square feet.
 - All of the above shall require review and approval by the Planning Department, prior to the issuance of a sign permit.

9. Roof mounted equipment shall be fully screened by the parapet of the building. The height of the parapet shall exceed the height of any roof mounted equipment. If ground mounted equipment is used, equipment shall be fully screened on all sides by a minimum 4' masonry wall to match the building with landscaping.
10. Horizontal bands on the west and north elevations shall be recessed to create a vertical element out of the tower.
11. Roof pitch shall be increased from 4 & 12 to 5 or 6 & 12 to match Checker Auto.
12. Column-massing shall be increased to pick up recess band.
13. Colors shall match to the Kids 2 color palette.

Motion carried 6-0.

DR98-49 – Approval of signage for A to Z Rental located at the southeast corner of Stonehenge and Baseline Roads.

Ms. Cadavid presented DR98-49, a request for signage approval for A to Z Rental. She stated the project was approved by the Board in August of 1998. Ms. Cadavid said that the applicant was coming with a submittal for signage. She indicated the applicant was proposing two building signs; one on elevation that faced the right-of-way frontages on Baseline and Stonehenge Drive. Staff believed the Board needed to consider size and design of the signs. She added the sign on the north elevation was 155 sq. feet and needed to be reduced to meet the linear footage on that frontage to 100 sq. ft. She stated the sign on Stonehenge needed to be reduced to 80 sq. feet. Ms. Cadavid pointed out that cabinet signs were not permitted by policy, but the Town had approved small cabinet logos on gas stations, which had been recessed. Ms. Cadavid informed the Board that the applicant had approval of a use permit because they exceeded the requirement of not exceeding more..

Chairman Truitt invited the applicant to come forward.

Mr. Fred Matricardi, representing A to Z Equipment Rentals, along with Dan Colton, the realtor on the project, came forward.

Chairman Truitt clarified for the applicant that the Board did not grant Variances. He advised the applicant that if they wanted to talk about the sign size or allowable size, the Design Review Board meeting was not the place to do it.

Mr. Colton asked the Board how they defined what was policy versus the Code. Chairman Truitt informed the applicant that they were in an industrial zone.

Mr. Colton agreed, but they were being presented as 100 sq. ft. of signage and based on their calculations it was 91 sq. ft.

RECORDING
by
TRANSMISSION
TITLE INSURANCE
COMPANY



When recorded, mail to:
Peterson Properties
2325 San Pedro, N. E., Ste. 2-A
Albuquerque, NM 87110
Attn: Mae Peterson, Esq.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2001-0155299 02/28/2001 05:00

JOHN 84 OF 124

SIGNAGE AGREEMENT

THIS Signage Agreement ("Agreement") is made as of the 22nd day of February, 2001, by CAP II - Gilbert, LLC, a New Mexico limited liability company (hereinafter "CAP"), and Kids 2, Inc., an Arizona corporation (hereinafter "Kids"). CAP and Kids are hereinafter collectively referred to as the "Parties".

WITNESSETH:

A. WHEREAS, CAP is the fee owner of that certain parcel of real estate located at the Northwest corner of Guadalupe Road and Gilbert Road in the City of Gilbert, County of Maricopa, State of Arizona, which property is designated on Exhibit "C" as the "Walgreen Property" and more particularly described in Exhibit "A", which Exhibits "A" and "C" are attached hereto and by this reference incorporated herein.

B. WHEREAS, Kids is the fee owner of that certain parcel of real estate located adjacent to and North of the Walgreen Property at the Northwest corner of Guadalupe Road and Gilbert Road in the City of Gilbert, County of Maricopa, State of Arizona, which property is designated on Exhibit "C" as the "Kids Property" and more particularly described in Exhibit "B", which Exhibit "B" is attached hereto and by this reference incorporated herein.

The Walgreens Property and the Kids Property are sometimes hereinafter collectively referred to as the "Property";

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

C. WHEREAS, the Parties wish to provide for the construction, use and maintenance of monument signage within the Property.

NOW, THEREFORE, the Parties Agree:

1. Walgreen Gilbert Sign Easement. The owner or occupant of the Walgreen Property, its assigns, lessees, customers and invitees, shall have an exclusive and perpetual easement for the purposes of installation, use, maintenance and repair of a monument sign on the Kids Property at the approximate location designated "Walgreen Gilbert Sign" on Exhibit "C", together with reasonable rights of ingress and egress for such purposes. Installation and maintenance of any such monument sign shall be at the sole cost and expense of the owner of the Walgreen Property. In addition, the owner of the Walgreen Property shall indemnify the owner and occupant of the Kids Property, and hold him harmless from any and all construction and/or maintenance liens, losses, costs, claims and expenses arising out of or in connection with the installation and maintenance of said monument sign. The owner of the Walgreen Property shall insure that said monument sign shall comply with all governmental rules, regulations and approvals.

Kids warrants that it is the owner of the Kids Property and that it currently possesses all signage rights incident to the ownership of the property except as set forth below and that said signage rights have not previously been conveyed or granted to any other person or entity except for those signage and other rights granted to CAP II - Gilbert, LLC, by Marcia Cardelus, the former owner of the Kids Property, and as set forth in that certain grant of easement, dated May 10, 2000, and recorded on or about May 10, 2000.

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

Additionally, Kids warrants that it will not take any action that would in any way negatively impact CAP's rights to maintain said sign on the Kids Property in the size, style and/or location as initially constructed in accordance with the provisions of this Agreement.

2. Kids Guadalupe Sign Easement. The owner or occupant of the Kids Property, its assigns, lessees, customers and invitees, shall have an exclusive and perpetual easement for the purposes of installation, use, maintenance and repair of a monument sign on the Walgreen Property at the approximate location designated "Kids Guadalupe Sign" on Exhibit "C", together with reasonable rights of ingress and egress for such purposes. Installation and maintenance of any such monument sign shall be at the sole cost and expense of the owner of the Kids Property, however, CAP and Walgreen (for so long as Walgreen shall have an interest in the Walgreen Property) shall have the right to approve the design and elevations of the Kids Guadalupe Sign prior to initial construction of said monument sign or any modification thereof, said approval(s) not to be unreasonably withheld. The Kids Guadalupe sign shall initially be constructed in accordance with the design rendering thereof depicted on Exhibit "D" (attached hereto and by this reference incorporated herein) which such design, by its incorporation herein, is deemed approved by both CAP and Walgreen as to design and size. In addition, the owner of the Kids Property shall indemnify the owner and occupant of the Walgreen Property, and hold him harmless from any and all construction and/or maintenance liens, losses, costs, claims and expenses arising out of or in connection with the installation and maintenance of said monument sign. The owner of the Kids Property shall insure that said

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/0/00

monument sign shall comply with all governmental rules, regulations and approvals, however, prior to construction, Kids shall undertake such measures as to ensure that neither the placement nor the proposed size of the Kids Guadalupe Sign shall (i) materially affect the visibility of the Walgreen Guadalupe Sign; or (ii) negate, in any manner, CAP's ability to construct the Walgreen Guadalupe Sign to the maximum size permitted under current governmental regulations.

CAP warrants that it is the owner of the Walgreen Property and that it currently possesses all signage rights incident to the ownership of the property and that said signage rights have not previously been conveyed or granted to any other person or entity.

3. Payment to Kids by CAP. Within ten (10) days after the mutual execution of this Agreement, CAP shall pay Kids the sum of Eighty Thousand and 00/100 dollars (\$80,000.00).

4. Legal Descriptions. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly cause such legal description to be prepared.

5. The Parties hereby covenant and agree to execute, within five (5) business days of any request therefor, such documentation as is or may be required by local governmental rules, regulations and approvals to effectuate this Agreement.

6. Severability. If any term or provision of this Agreement or the application of it to either Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any Party or

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7. Estoppels: Any owner of any portion of the Property shall execute and deliver to any other owner of any portion of the Property or its institutional lender within twenty (20) days from receipt of such other owner's written request, estoppel certificates in a form reasonably acceptable to the owner to whom such request is made, which certificates shall include information as to any modification of this Agreement, and to the best knowledge of the owner to whom such request is made, whether or not such other owner is in default of this Agreement and if such owner is in default, what the nature of said default is.

8. Privity of Contract. This Agreement shall create privity of contract and estate with and among all grantees of all or any part of the Walgreen Property or the Kids Property and their respective heirs, executors, administrators, successors, and assigns. In the event of a breach, or attempted or threatened breach by any owner of any part of the Property, in any of the terms, covenants, and conditions hereof, any one or all such other owners of any part of the Property (and Walgreen for so long as Walgreen shall have an interest in the Walgreen Property) shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Agreement within thirty

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

(30) days following written notice thereof by another party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion) the non-defaulting party or parties shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party, upon demand, for the reasonable costs incurred in the course of curing such default together with interest thereon at the prime rate for Bank One, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). The remedies permitted at law or equity of any one or all such owners (or Walgreen as the case may be) specified herein shall be cumulative as to each and as to all.

9. Covenants Run with the Land. The easements and covenants established by this Agreement shall run in perpetuity and are intended to be and shall be construed as covenants running with the land, binding upon, and inuring to the benefit of and enforceable by the undersigned parties, and all subsequent owners of the respective Kids Property and Walgreen Property or any part thereof, provided however, that nothing contained herein shall be construed as a grant by either Party for the benefit of the other of any right or easement in any part of its Property for parking purposes. If during the existence of this Agreement an owner of all or any part of the Kids Property or Walgreen Property shall sell or transfer or otherwise terminate its interest as owner, then from and after the effective date of such sale, transfer, or termination of interest, such party shall be

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

released and discharged from any and all obligations, responsibilities and liabilities under this Agreement as to the parts sold or transferred, except those obligations, responsibilities and liabilities (if any) which have already accrued as of such date, and any such transferee by the acceptance of the transfer of such interest shall thereupon become subject to the covenants contained herein to the same extent as if such transferee were originally a party hereto.

10. Equitable Servitudes. Each and all of the obligations, restrictions, provisions, and rights granted, created or reserved herein shall be deemed to be burdens upon each Property and appurtenant to and for the benefit of the other Property as provided for in this Agreement. Each and all of the obligations, restrictions, provisions, and rights contained in this Agreement are made for the direct benefit of the Property, shall create mutual equitable servitudes upon each of the Properties, shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns, all as provided for in this Agreement.

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/6/00


IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CAP II - Gilbert, LLC, a New Mexico limited liability company


By **Peterson Properties Real Estate Services, Inc., a New Mexico Corporation, its Managing Member**

By 
James A. Peterson, President

By: **STEVE JOHNSON DEVELOPMENT, L.L.C., its Member**

By: 
STEVEN J. JOHNSON, Managing Member

Kids 2, Inc., an Arizona corporation

By: 
Heung K. Lee, its president

**SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/2/00**

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

ss.

The foregoing instrument was acknowledged before me this 22nd day of February 2000, by James A. Peterson, President of Peterson Properties Real Estate Services, Inc., a New Mexico corporation, Managing Member of CAP II - Gilbert, LLC, a New Mexico limited liability company, on behalf of said corporation and company.

Ma Peterson
Notary Public

My Commission Expires:
3/29/03



OFFICIAL SEAL
MAE PETERSON
NOTARY PUBLIC STATE OF NEW MEXICO
Notary Bond Filed With Secretary of State
My Commission Expires 3-27-03

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

ss.

The foregoing instrument was acknowledged before me this 22nd day of February 2000, by Steven J. Johnson, Managing Member of Steve Johnson Development, LLC, Member of CAP II - Gilbert, LLC, a New Mexico limited liability company, on behalf of both limited liability companies.

Ma Peterson
Notary Public

My Commission Expires:
3/27/03



OFFICIAL SEAL
MAE PETERSON
NOTARY PUBLIC STATE OF NEW MEXICO
Notary Bond Filed With Secretary of State
My Commission Expires 3/27/03

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/6/00

Colorado
STATE OF ARIZONA)
COUNTY OF Avapahoe)ss.
)

The foregoing instrument was acknowledged before me this 20th day of November 2000, by Heung K. Lee, President of Kids 2, Inc., an Arizona corporation, on behalf of said corporation.

William M. Koelman
Notary Public

My Commission Expires:

My Commission Expires 06/25/2003



SIGNAGE AGREEMENT
MWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

EXHIBIT "A"

Legal Description of the Walgreen Property

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE WESTERLY ALONG THE CENTERLINE OF GUADALUPE ROAD, SAID LINE ALSO BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 305.03 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID GUADALUPE ROAD;

THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF GUADALUPE ROAD, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 388.03 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 240.03 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 388.03 FEET;

THENCE SOUTH 00 DEGREES 46 MINUTES 16 SECONDS EAST, A DISTANCE OF 240.03 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 93,139 SQUARE FEET OR 2.138 ACRES, MORE OR LESS.

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/6/00

EXHIBIT "B"

Legal Description of the Kids Property

THE SOUTH HALF OF THE EAST 693 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT THE SOUTH 305 FEET; AND

EXCEPT THE NORTH 195 FEET OF THE EAST 235.03 FEET; AND

EXCEPT THE EAST 65 FEET THEREOF;

EXCEPT HALF OF ALL MINERALS, OIL, GAS AND SULPHUR AND ANY OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED IN DOCKET 12177, PAGE 1384 AND RECORDED IN DOCKET 13590, PAGE 550, RECORDS OF MARICOPA COUNTY, ARIZONA.

SIGNAGE AGREEMENT
NWC GILBERT & GUADALUPE
GILBERT, ARIZONA
MP 10/10/00 MP 11/8/00

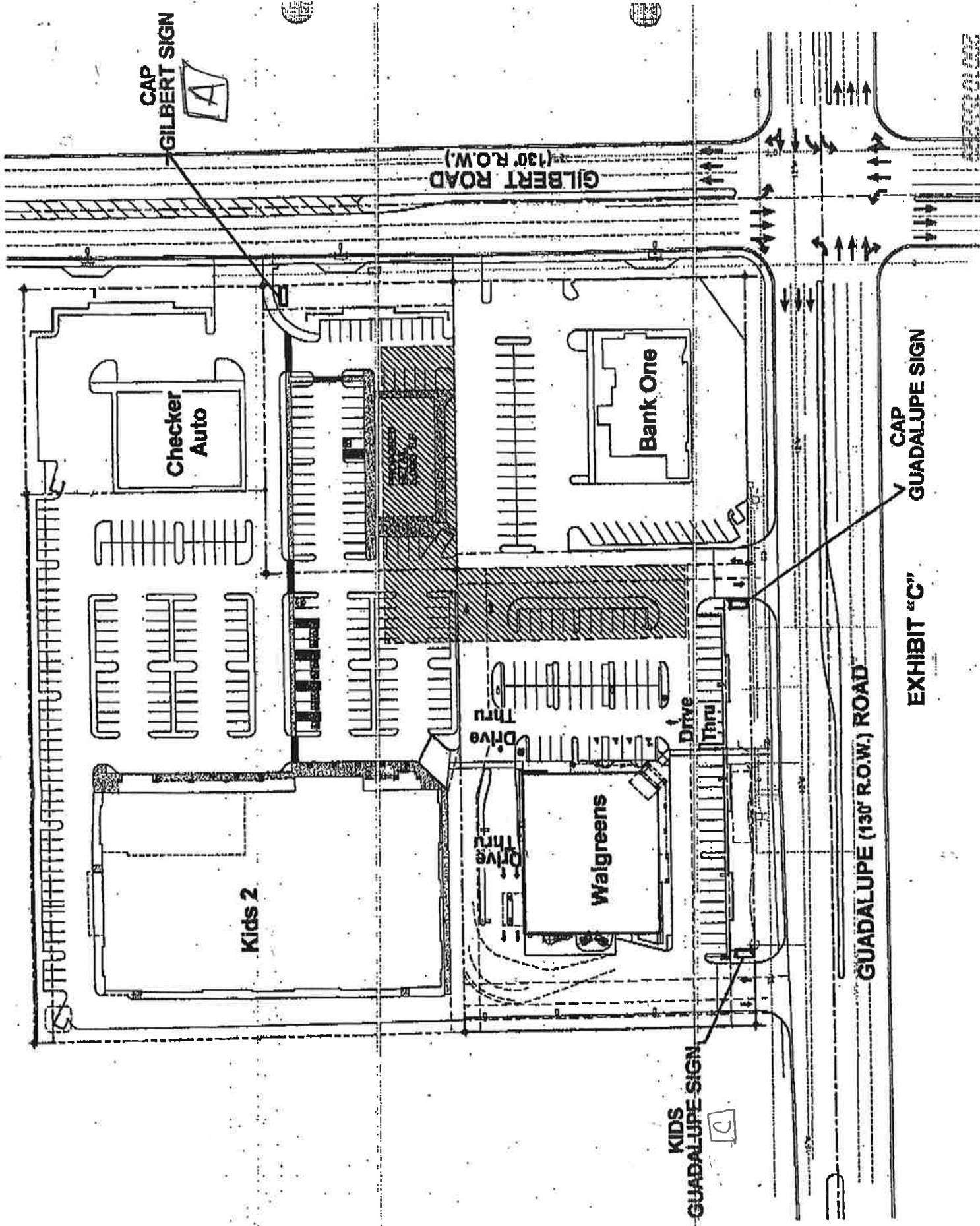


EXHIBIT "C"

GUADALUPE (130' R.O.W.) ROAD

GILBERT ROAD (130' R.O.W.)

CAP GILBERT SIGN

CAP GUADALUPE SIGN

KIDS GUADALUPE SIGN

Checker Auto

Kids 2

Bank One

Walgreens

Drive Thru

Drive Thru



ACCOMMODATION RECORDING INSTRUCTIONS

February 27, 2001

Transnation Title Insurance Company
 2390 E. Camelback Rd., #203
 Phoenix, AZ 85016
 (602) 224-9155
 (602) 667-0268 Fax

The following documents along with the applicable recording fee, are handed to you for recording in the office of the Maricopa County Recorder, as a courtesy only. The undersigned understands and acknowledges that Transnation Title Insurance Company (the "Company") is acting in the capacity of messenger only, without consideration, and relieves the Company of any liability or responsibility regarding the validity, sufficiency and effect of said documents or the condition of title to the property described therein. The undersigned further acknowledges that these Courtesy Recording Instructions will be attached to and recorded with each of the following documents:

Document:	First Party:	Second Party:	Recording Fees:
Signage Agreement	CAP II - Gilbert, LLC, a New Mexico limited liability company	Kids 2, Inc., an Arizona corporation	\$19.00
Total:			\$19.00

The undersigned hereby acknowledges that title insurance may be obtained by purchasing an owner's or lender's policy of title insurance, as may be appropriate, at the Company's regular rates for its policies or guarantees.
 CAP II - Gilbert, LLC, a New Mexico limited liability company

Date: 2/27/01

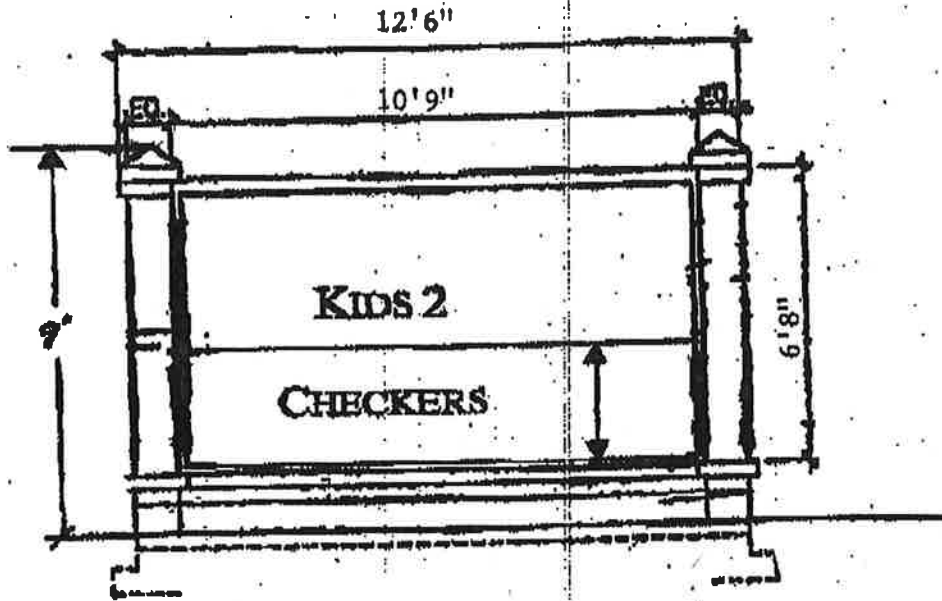
Signed: *Mae Peterson*
 By: Mae Peterson, Project Attorney

Signed: _____

Transnation Title Insurance Company

By: *Mae Peterson*

"EXHIBIT C" ON SITE PLAN
KIDS GUADALUPE SIGN



5

Monument Sign Elevation

Scale: 1/4" = 1'-0"

SIGN AGREEMENT
NWC Gilbert & Guadalupe
Gilbert, Arizona
MP 10/10/00 MP 11/6/00

KIDS GUADALUPE SIGN

EXHIBIT "D"



DESIGN REVIEW BOARD STAFF REPORT

AGENDA #

11

TO: DESIGN REVIEW BOARD

FROM: MATT EVERLING, PLANNER II *me*

THROUGH: MARIA CADAVID, AICP, PLANNING MANAGER *MS.*

MEETING DATE: DECEMBER 11, 2003

SUBJECT: DR02-41, AMENDMENT TO THE MONUMENT AND WALL SIGNAGE FOR THE WALGREENS AT THE SOUTHEAST CORNER OF HIGLEY & WILLIAMS FIELD ROADS

REQUEST

To amend the monument and wall signage for the Walgreens at the southeast corner of Higley & Williams Field Roads.

RECOMMENDED MOTION

Move to approve DR02-41, subject to conditions.

APPLICANT/OWNER

Fluoresco Signs/John Planert
 3000 E. Wood Street
 Phoenix, AZ 85040
 V: 602-323-8620
 F: 602-470-1313

Higley & Chandler, LLC
 600 Erikson Ave NE, #395
 Bain Bridge Island, WA 98110
 V: 206-780-9989
 F: 206-780-5893

HISTORY

- April 20, 1999:* The Town Council annexed and rezoned the Chaparral Estates PAD immediately adjacent to the east, south, and southwest of the subject site (A98-16/Z98-31).
- November 27, 2001:* Town Council approved C-2 zoning, Z00-27, Ordinance 1375.
- August 15, 2002:* The Design Review Board approved the Walgreens and the conceptual site plan for the remaining center.

PROJECT FACTS

Surrounding land uses

	Land Use Category	Existing Zoning	Existing Use
North	GC (General Commercial)	Maricopa County	Vacant
East	Residential (3.5-5du/acre)	Single Family Residential (R1-5)	Chaparral Estates East
South	Residential (3.5-5du/acre)	Single Family Residential (R1-5)	Chaparral Estates East
West	GC (General Commercial)	Maricopa County	Vacant
Onsite	GC (General Commercial)	General Commercial (C-2)	Vacant

Data

Signage Details	Proposed	Sign Code Regulations - Commercial
Number of signs	8 wall signs, 1 monument	LED monuments must be reviewed by the Board
Sign Area	243 sq. ft. of wall signage 52 sq. ft. for monument sign	207 sq. ft. of wall signage 60 sq. ft. of sign area for monument sign
Wall sign length	26'-8" for "Walgreens" (19%)	maximum of 80% of storefront width
Wall sign height	2'-10" for "Walgreens" (47%)	80% of vertical dimension of sign band or wall space on which the sign is placed
Type of signs	LED wall signs & LED monument	Illuminated, non-illuminated, and electronic message boards are permitted

DISCUSSION AND ANALYSIS

Background

The Design Review Board's approval of DR02-41 on August 15, 2002 included the final site plan for the Walgreens and conceptual site plan approval for the remaining center. Signage included wall signs for Walgreens and the placement and design of a monument sign for Walgreens at the intersection of Higley and Williams Field Roads. This amendment is limited to signage for the Walgreens.

Monument Signs

Per the Sign Ordinance, only one (1) monument sign along Higley Road is allowed because the site frontage dimension along Higley Road does not meet the requirement of 600 linear feet for two (2) signs. The "shared monument sign" may remain along Higley Road only if the sign is moved beyond the required 50-foot landscape setback along Higley Road.

LED Monument Sign

The single proposed monument sign for the Walgreens facility is proposed to be located at the main corner of the site facing Higley Road. The sign includes an electronic message board that features static red LED messages that change intermittently. Electronic message boards are permitted pending Design Review Board approval and may occupy up to 50% of the overall sign area. The proposed electronic message board occupies the full 50% allowed. The Board's responsibility in allowing this type of sign relates to aesthetics and frequency of message changes. As previously approved by the Board at the November 13, 2003 hearing, staff recommends a maximum frequency of message changes once every five minutes, and that the same standards for this type of sign apply; use a Level 2 mode of operation (fade/dissolve).

Staff believes that the design of the proposed monument sign is in keeping with the conceptual design for the remainder of the center.

Wall Signs

The total amount of wall signage allowed for the Walgreens is 207 square feet (138 x 1.5). Walgreens was previously approved for 188 square feet. The applicant is now requesting to place additional wall signs on the building totaling 231 square feet, which exceeds the maximum allowed under the Sign Ordinance by 24 square feet.

STAFF RECOMMENDATION

Staff recommends approval of an amendment to the sign package for the Centre at Higley (DR02-41), subject to the following conditions:

1. The monument sign shall conform with exhibits approved by the Design Review Board at the December 11, 2003 public hearing.
2. Prior to the issuance of any permits, the applicant shall submit for Planning Department approval:
 - i) Revised elevations showing wall signage not to exceed a total of 207 square feet.
 - ii) A revised site plan showing that the LED monument sign has been moved a minimum of 15 feet to the east.
3. The frequency of electronic message changes shall not exceed once every five minutes and shall use a Level 2 mode of operation (fade/dissolve).

Exhibits

1. Vicinity Map
2. Site Plan
3. Signage with sign area calculations (7 pages)

H:\Design Review\DR02-41, Centre at Higley sign program.doc