

COMPREHENSIVE SIGN PROGRAM

FOR

CASA GRANDE MERCADO

CASA GRANDE, ARIZONA

DEVELOPMENT TEAM

OWNER/DEVELOPER:

Casa Grande/I-10 Land Partners Joint Venture
2930 East Camelback Road, Suite 160
Phoenix, Arizona 85016
Mr. Chris Cacheris

C & I Arizona Associates Limited Partnership
Willey Creek Co., Inc.
Watson Brook Road
Exeter, New Hampshire 03833
Ms. Kristan Otto, Project Manager
1771 Stockton Blvd., Suite 110
Sacramento, California 95816

PLANNER/LANDSCAPE ARCHITECT:

The Architects Group, Inc.
4148 N. 48th Street
Phoenix, Arizona 85018
Mr. Gary Todd
Mr. Brad Winkler

ARCHITECT:

Havlick & Hughes
1771 Stockton Blvd., Suite 100
Sacramento, California 95816
Mr. Jack Havlick

CIVIL ENGINEER: (Final Plat)

Greiner Engineering Sciences, Inc.
555 E. River Road, Suite 100
Phoenix, Arizona 85704
Mike Baker

CIVIL ENGINEER: (Preliminary Flat)

Collar, Williams & White Engineering
2702 N. 44th Street, Suite 100A
Phoenix, Arizona 85008
Mr. Bob Mohning

SIGN CONSULTANT:

Bleier Industries, Ltd.
2030 W. Desert Cove
Phoenix, Arizona 85029
Mr. Paul Bleier

TRAFFIC CONSULTANT:

Bolduc Smiley & Associates
5060 N. 40th Street, Suite 105
Phoenix, Arizona 85018
Mr. Steve Bolduc

CASA GRANDE
FACTORY STORES

Southwest Corner of Florence Boulevard and I-10

CASA GRANDE, ARIZONA

The Factory Stores is a retail development within Casa Grande Mercado located at the southwest corner of Interstate 10 and Florence Boulevard in Casa Grande, Arizona. This parcel is a part of the Mercado development which is approximately 40 miles south of Phoenix and 65 miles northwest of Tucson, Arizona. The project is intended to meet the needs of area residents by providing convenient access to an abundance of unique retail services not found elsewhere. The architectural character of the Factory Stores development reflects an intent to create an upscale standard for the future development projects that will be completed at Mercado. The Factory Stores have been designed to be both aesthetically consistent and environmentally sensitive to the surrounding community.

The comprehensive sign program developed for this project is designed to integrate with the future development needs of the Mercado master plan, and to assist in immediate site identity and public use. It is the intent of this comprehensive sign program to promote flexibility and creativity within the guidelines established by the City of Casa Grande. It is envisioned as a document that will serve as a guideline to measure future compatibility of comprehensive sign programs that will be developed for each of the future developments within this project.

The comprehensive sign program for Factory Stores is a mutually inclusive part of the overall Mercado development sign program. It is based upon a hierarchical series of sign types to aid in vehicular transition for visitors. A site analysis of the viewing distances, speed of travel, and environmental conditions for each transition has been conducted. This analysis serves as the basis in determining the relative nature and function of each sign type within the hierarchy. Florence Boulevard is the primary route of ingress to the development.

The main pylon identifying the **Factory Stores** along the freeway provides the first informational transition for hi-speed visitors travelling the Interstate highway between Phoenix and Tucson and will be used to identify the site and safely exit them off the Interstate. Once on Florence Boulevard, the project identity is reinforced by the entrance signs integrated onto attractive walls with extensive landscape treatment. Within the site, internal directionals and low profile monument type signage guide vehicular traffic to the various destinations desired.

CASA GRANDE
FACTORY STORES

SIGN TYPE HIERARCHIAL MATRIX

SIGN TYPE	QTY	CLASSIFICATION	FUNCTION	MATERIALS/ILLUMINATION
A	1	Main Pylon	Provides formal identification of the entire project to hi-speed, Interstate 10 traffic. It is designed to be visible to vehicular traffic in both directions. Height, shape and typography are designed to maximize long distance readability and to provide the visitor the ability to exit the interstate in a safe manner.	Steel pipe support columns. Textured cabinets & backgrounds with routed copy & logo for upper portions. Textured cabinets with flexible vinyl faces and applied graphics for Factory Stores.
B	2	Project Monument Entrance Sign	Identifies and designates the principal visitor entrances to the project.	C.M.U. base with stucco finish. Internally illuminated extruded aluminum sign cabinet with routed copy and logo identifying project.
C	As Required	Tenant Storefront Identification	Identifies the major, sub-major and standard tenants with wall mounted business identification signage.	Internally illuminated individual letters and logos per individual tenant letter style.
D	As Required	Under Canopy Signage	Identifies each individual tenant entrance to pedestrians walking beneath projecting canopies.	Non-illuminated sand-blasted redwood signage.
E	As Required	Tenant Store Front Window Signage	Identifies address signage for each tenant occupancy. Provides optional window signage for tenant to display name brands and accessory services.	Non-illuminated vinyl lettering applied to store front glass.
F	As Required	Tenant Signage For Rear Entrance	Identifies the tenant's rear entrance for receiving merchandise.	Non-illuminated vinyl lettering applied to main door at rear entrance.
G	As Required	Site Directional Signage	Controls vehicular ingress and egress and directs both vehicular and pedestrian traffic flow throughout development site.	Post and panel, painted with applied vinyl graphics.

CASA GRANDE MERCADO
 COMPREHENSIVE SIGN PLAN FOR
 LOTS 1-6
 SIGN TYPE HIERARCHIAL MATRIX

SIGN TYPE	QTY	CLASSIFICATION	FUNCTION	MATERIALS/ILLUMINATION
A1	1	Main Pylon	Identifies the combined uses on lots 1-6 as a center identification and/or identifies each of the permitted uses in direct or indirect format or in combination with the center identification. This display shall not exceed 30 feet in height and 200 square feet in sign area excluding architectural trim and embellishment. Installation location of the display is to be determined. The design of the display is to be compatible and integrate with the architectural materials and features of the pad sites.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
B1	To be determined	Secondary Monument/ Directional Displays	Identifies individual pad sites and directs vehicular traffic at common points of ingress and egress to and within the development site. Displays shall be low profile. Installation locations of the displays to be determined. The design of the displays is to be compatible with the architectural materials and features of the pad sites.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
C1	To be determined	Traffic Directional	Controls and directs both vehicular and pedestrian traffic flow for on site pad uses. Signs shall not exceed 3 feet in height and 6 square feet in sign area. Graphics shall be in accordance to corporate identification standards for each individual pad user, and shall be installed onto common architectural bases compatible with the pad use architecture.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
D1	To be determined	Miscellaneous Freestanding Audible Menu/Drive Thru's, ATM Kiosks, etc.	Per corporate identification and construction standards for individual users installed onto or into architectural features compatible with the pad use architecture.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.

E1

To be determined.

Building Signage

Per corporate identification standards^d consisting of individual letters or cabinet displays per corporate identification standards of the individual pad uses conforming to the City of Casa Grande sign ordinance standards for area and placement. To be determined

CASA GRANDE MERCADO
 COMPREHENSIVE SIGN PLAN FOR
 LOTS 7, 8, AND 9
 SIGN TYPE HEIRARCHIAL MATRIX

SIGN TYPE	QTY	CLASSIFICATION	FUNCTION	MATERIALS/ILLUMINATION
A2	1	Main Pylon	Identifies the hotel on lot 9 and other individual users on lots 7 and 8. This display shall not exceed 30 feet in height and 200 square feet in sign area excluding architectural trim and embellishment. Location of the display to be determined. The design of the display is to be compatible and integrate with the architectural materials and features of the hotel and pad sites.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
E2	To be determined	Primary Hotel/ Identification (wall mounted)	Primary wall mounted hotel identification signage installed on building walls or parapets. Sign area may exceed 200 square feet subject to Landlord and City of Casa Grande approval. All primary signage shall integrate with the building design.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
C2	To be determined	Secondary Hotel/ Accessory Use Identification (wall mounted)	Secondary wall signage identifying hotel and/or its accessory uses, shall be installed onto lower portions of the building and/or porte cocheres. Sign area shall be limited to City of Casa Grande sign ordinance standards.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
D2	1	Freestanding Service Station Price Sign (optional)	Identifies a service station and displays its prices for gas and related items if required by State Law. Size and height of display shall be regulated by State statutes, if any.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.
E2	To be determined	Traffic Directional	Controls and directs both vehicular and pedestrian traffic flow for on-site pad and hotel uses. Signs shall not exceed 3 feet in height and 6 square feet in sign area. Graphics shall be in accordance to corporate identification standards for each individual pad user or hotel and shall be installed onto common architectural bases compatible with the pad/hotel architecture.	To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.

F2

To be determined
Building Signage
Lots 7 and 8
(wall mounted)

Building signage for lots 7 and 8 shall be designed per City of Casa Grande sign ordinance standards and shall consist of either individual letters or cabinet displays per corporate identification standards of the individual pad or hotel use.

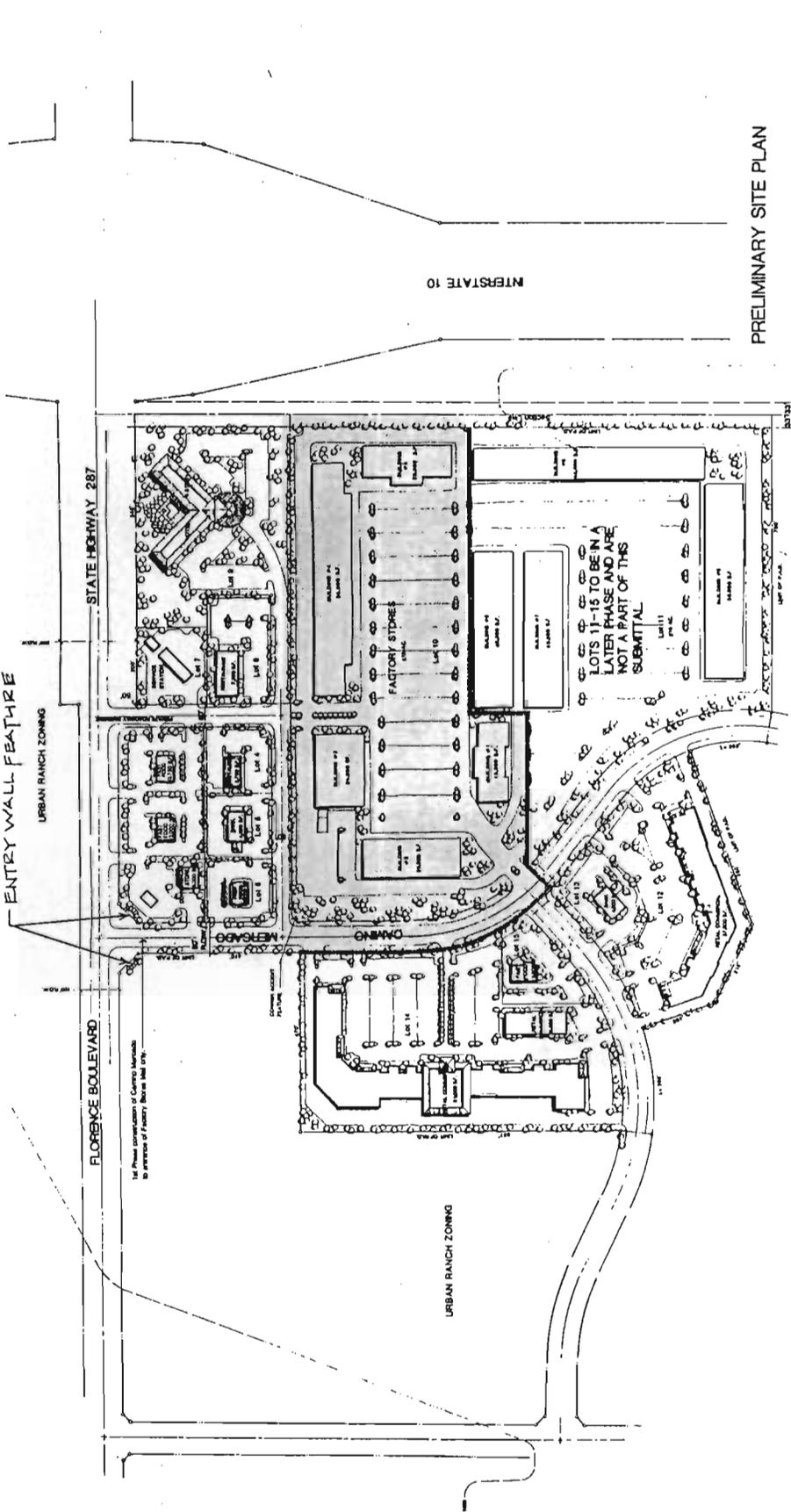
To be determined and reviewed to ensure architectural and aesthetic compatibility with the development site.

W.O. NO.:
 DATE:
 Approved for Fabrication

DESIGN NO. 90-A-104
 SCALE N.T.S.
 SHEET 2A
 DATE 2.12.90

PROJECT CASA GRANDE MERCADO
 TITLE Site Plan
 DESIGNER J. PRAPP
 SALES F. BLEIER

INDUSTRIES



PRELIMINARY SITE PLAN

CASA GRANDE MERCADO

SWC of FLORENCE BLVD. & I-10
 CASA GRANDE, ARIZONA
 Prepared for: Casa Grande/1-10 Land Partners Joint Venture
 2830 E. Camelback Rd., Ste. 160
 Phoenix, Arizona 85016

Prepared by:
The Architects Group, Inc.
 2830 E. Camelback Rd., Ste. 160
 Phoenix, Arizona 85016



SHEET INDEX

- SHEET #1A Preliminary Site Plan
- SHEET #1B Phasing Plan/Preliminary Site Plan
- SHEET #2 Total Project
- SHEET #3 Typical Community Building Character
- SHEET #4 Phasing, Landscaping and Site Analysis of Lot 10
- SHEET #5 Phasing, Landscaping and Site Analysis of Lot 11
- SHEET #6 Phasing, Landscaping, Typical & Special Features

NOTE: See plan submitted by clients to highway, appropriate and pertinent to existing conditions of future plans.



VICINITY MAP

PROJECT	CASA GRANDE MERCADO
TITLE	ENTRY WALL FEATURE
DESIGNER	L. PRAFF
SALES	F. CLEMP

DESIGN NO.	90 A104
SCALE	AS NOTED
SHEET	3A
DATE	2/12/90
APPROVED BY:	

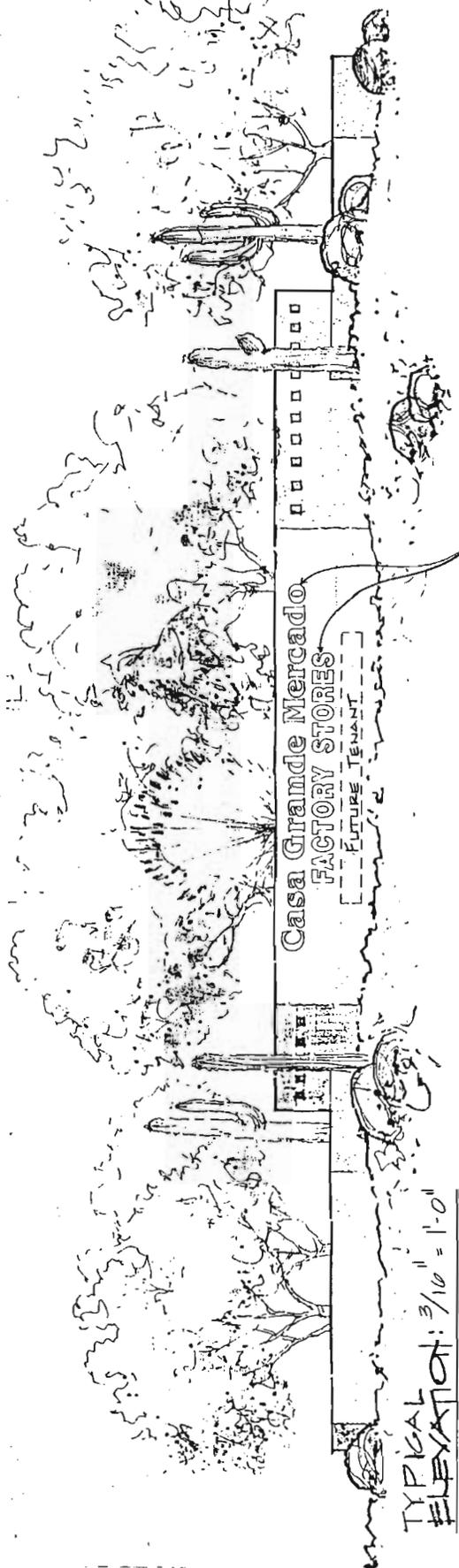
APPROVED FOR FABRICATION

DATE: _____

BY: _____

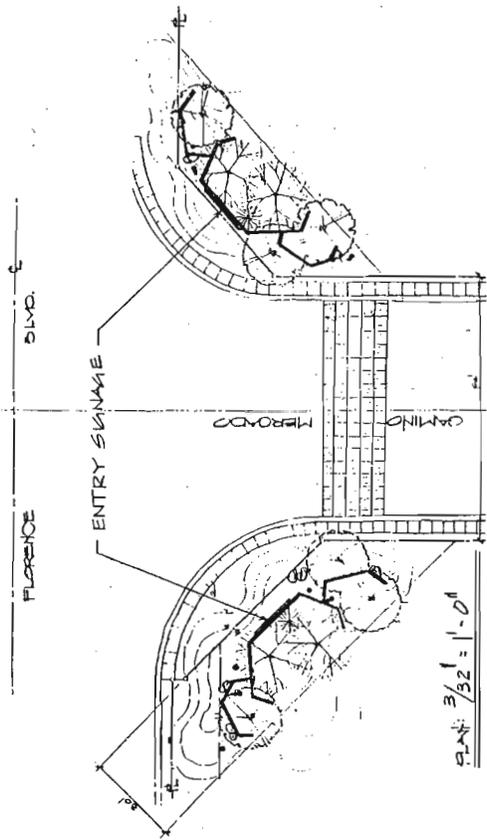
W.D. NO. _____

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items in any other person or entity without
the express written permission of an officer of
Blair Industries, Ltd.



INDIVIDUAL REVERSE PAN
CHANNEL LETTERS, GROUND LIT.

TYPICAL
ELEVATION: 3/16" = 1'-0"



ENTRY WALL FEATURE

COMPREHENSIVE SIGN PROGRAM

FACTORY STORES

Blair Industries

8000 WEST BERRY COURT PHOENIX, ARIZONA 85044-1177

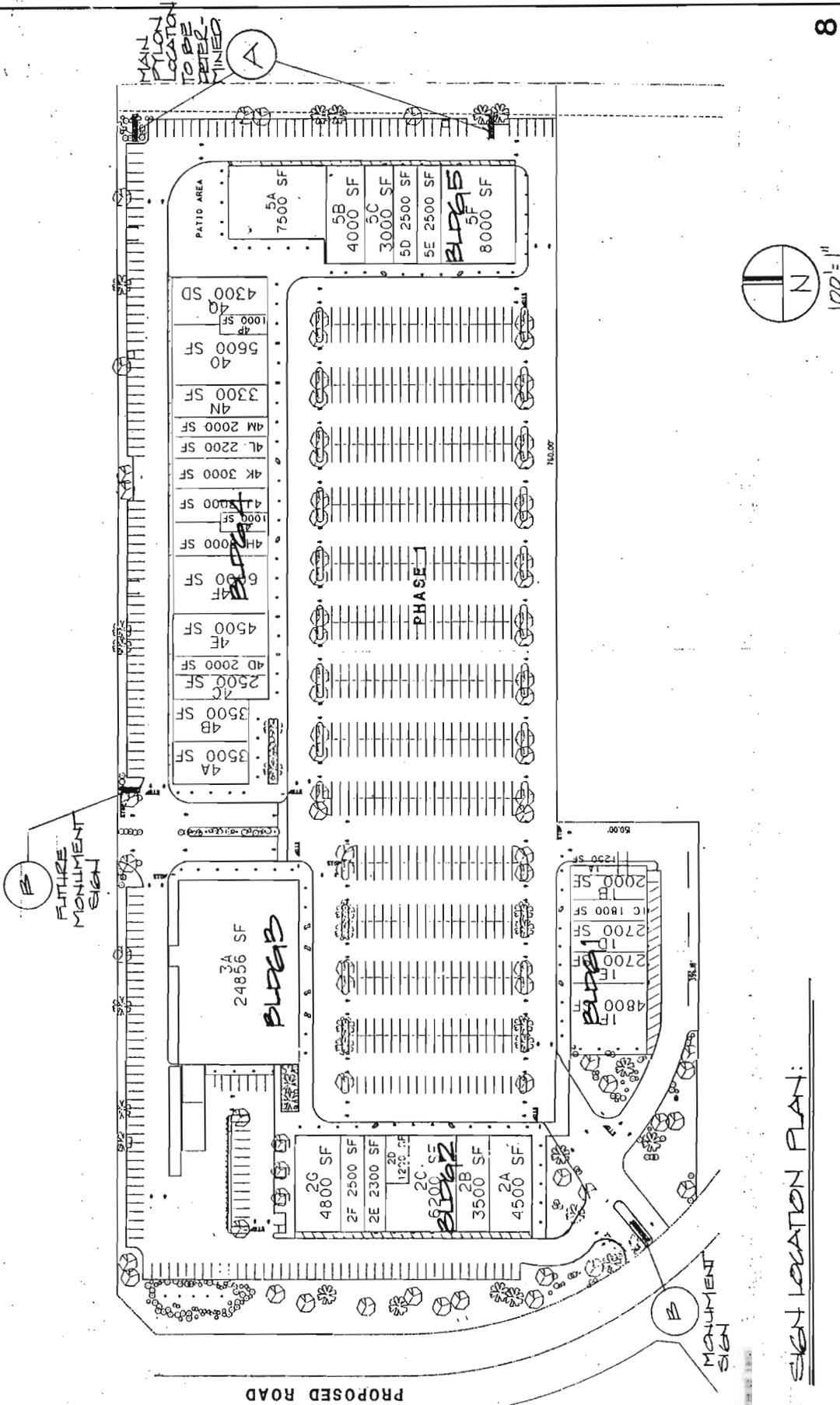
PROJECT: CASARANDE MERRADO
 DESIGNER: F. B. BLAIR
 TITLE: SIGN LOCATION PLAN
 SALES: BLAIR

DESIGN NO.: 1000
 SCALE: 1"=100'
 SHEET: 1 OF 8
 DATE: 1/22/90

APPROVED BY: [Signature]
 REVISIONS:

Approved for Fabrication
 BY: _____
 DATE: _____
 W.O. NO.: _____

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PROJECT: LASA GRANDE MERCADO
 DESIGNER: J. PRAFF
 SALES: P. BLAIR

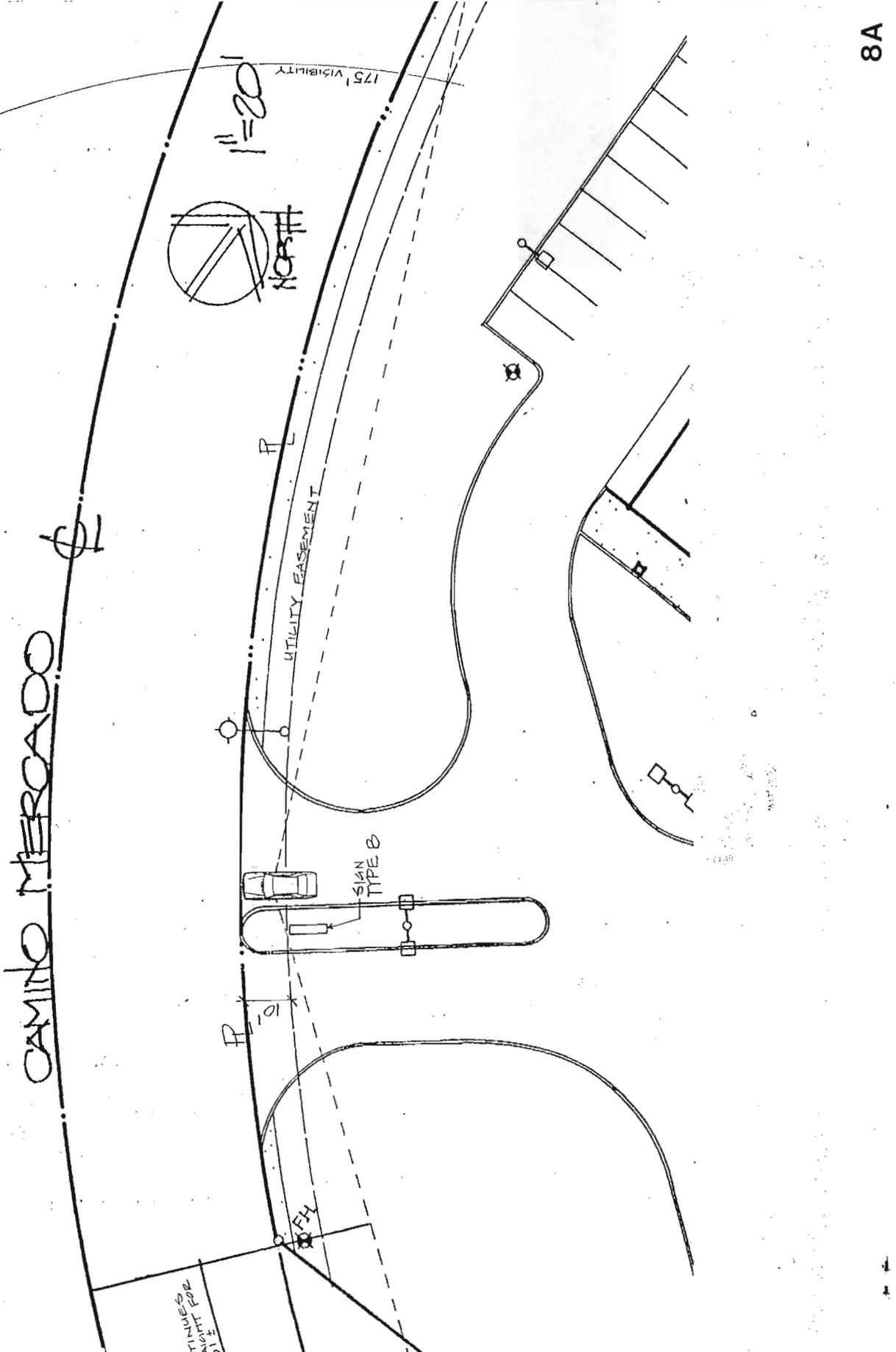
ARCHITECTURAL SIGNAGE SYSTEMS

DESIGN NO. 90A104
 SCALE 1" = 20'-0"
 SHEET Δ OF 8
 DATE 3/1/90

APPROVED BY: _____
 BY: _____
 DATE: _____
 W.O. NO.: _____

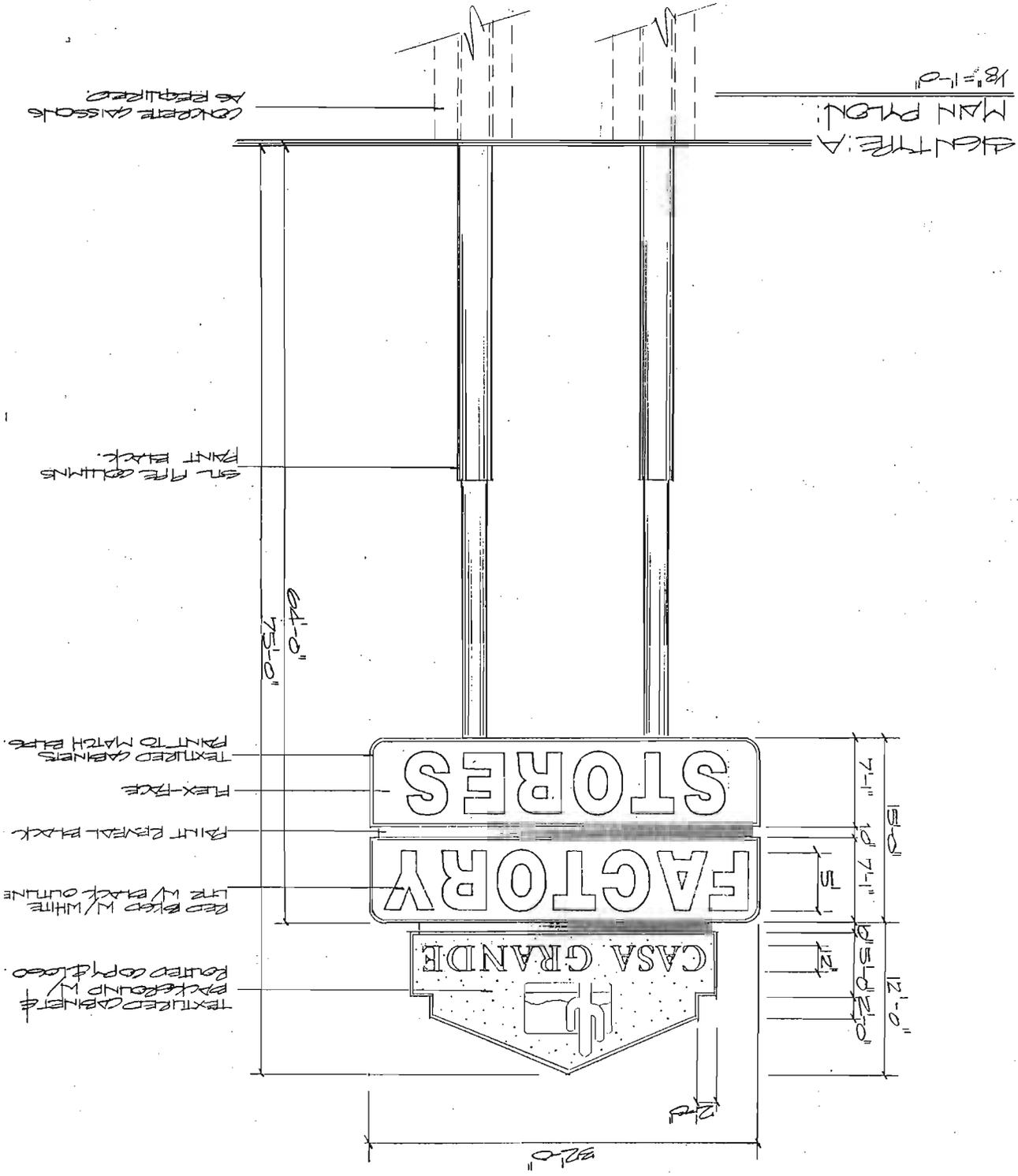
Approved for Fabrication

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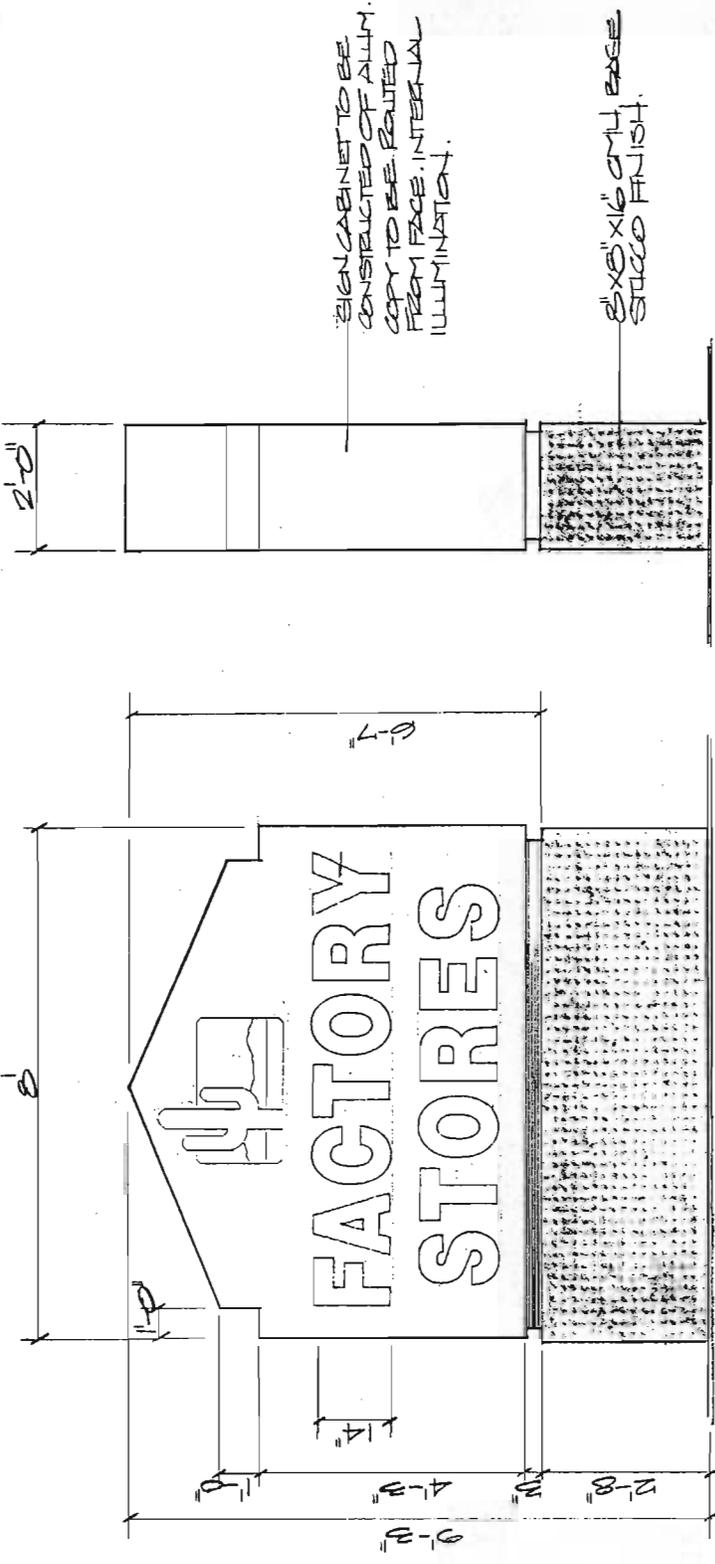
8A

CONTINUES FOR
 CAUGHT FOR
 201 E



DESIGN NO. 001014
 REVISIONS:
 SCALE AS NOTED
 SHEET 8 OF 8
 DATE 1/27/70
 APPROVED BY: [Signature]
 Approved for Fabrication

PROJECT: CASO GRANDE MERRADO
 TITLE: MONUMENT SIGN
 DESIGNER: E.B.
 SALES: [Signature]



SKETCH TYPE: B
 PROJECT MONUMENT ENTRANCE SIGN
 10-11-24

Approved for Fabrication

BY: _____

DATE: _____

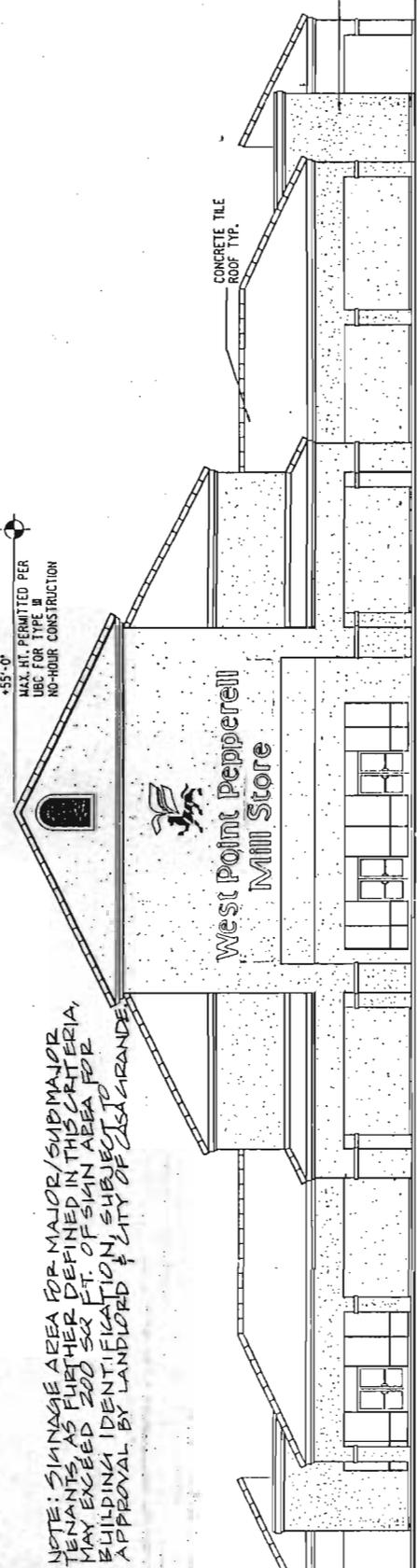
W.O. NO.: _____

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DESIGN NO.	000107
SCALE	1/4" = 1'-0"
SHEET	A OF B
DATE	1/20/12
APPROVED BY:	[Signature]

PROJECT	CASA GRANDE MERAZZO
DESIGNER	[Signature]
TITLE	TYPE SIGN ELEVATION
DATE	1/20/12

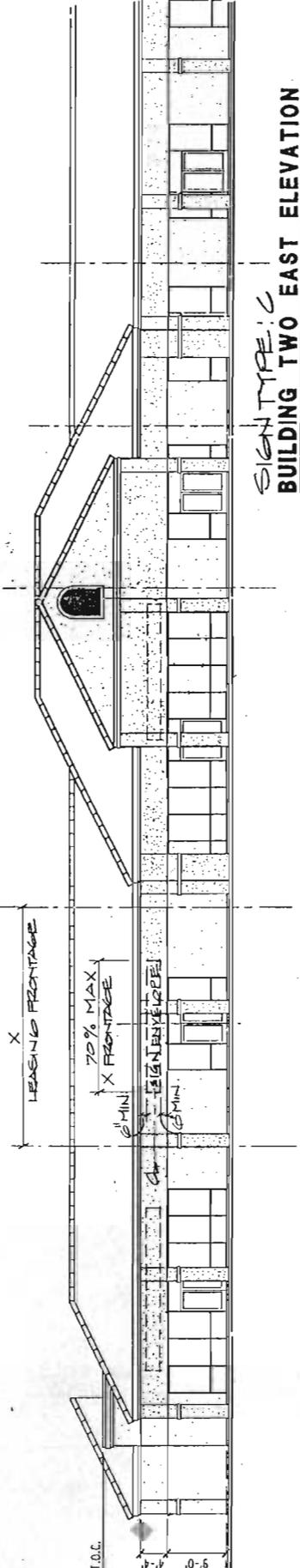
INDUSTRIES



NOTE: SIGNAGE AREA FOR MAJOR/SUB-MAJOR TENANTS, AS FURTHER DEFINED IN THIS CRITERIA, MAY EXCEED 200 SQ. FT. OF SIGN AREA FOR BUILDING IDENTIFICATION, SUBJECT TO APPROVAL BY LANDLORD & CITY OF CASA GRANDE.

SIGN TYPE: C
BUILDING THREE SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"
 MAJOR/SUB-MAJOR BUILDING
 TENANT SIGNAGE

NOTE: SIGNAGE AREA FOR STANDARD TENANTS, AS FURTHER DEFINED IN THIS CRITERIA, SHALL NOT EXCEED THE PERMITTED SIGN AREA FOR BUILDING IDENTIFICATION BY THE CITY OF CASA GRANDE.



SIGN TYPE: C
BUILDING TWO EAST ELEVATION
 SCALE: 1/4" = 1'-0"
 STANDARD TYPICAL TENANT
 SIGNAGE IDENTIFICATION

TYPICAL SIGN ENVELOPE

OF SIGN ENVELOPE

70% OF LEASE FRONTAGE MAX.

TOP OF FASCIA BAND

LIGHTS GAZEBO

BOTTOM OF FASCIA BAND

SIGN TYPE C

TYPICAL ONE-LINE LAYOUT FOR STANDARD TENANT SIGNAGE
SCALE: 1/2" = 1'-0"

OF SIGN ENVELOPE

70% OF LEASE FRONTAGE MAX.

Creative Horizons
Flower and Gift Shop

TYPICAL TWO-LINE LAYOUT
SCALE: 1/2" = 1'-0"

NOTE:

IN INSTANCES WHERE TENANT OCCUPIES MORE THAN ONE LEASE SPACE, TENANT MAY COMBINE INDIVIDUAL ENVELOPES INTO A SINGLE ENVELOPE NOT TO EXCEED 70% OF THE COMBINED LEASE FRONTAGE.

IN NO INSTANCE SHALL ANY STANDARD TENANT SIGN EXCEED THE ALLOWABLE SIGN AREA PERMITTED BY APPLICABLE CITY OF CASAGRANDE SIGN ORDINANCES.

ALL SIGNAGE SHALL BE PLACED IN THE LOCATION DESIGNATED BY THE LANDLORD.
ALL SIGNAGE SHALL BE APPROVED BY THE LANDLORD AND THE CITY OF CASAGRANDE PRIOR TO FABRICATION & INSTALLATION.

1. FORMER HOMESTER, LTD.
REVISIONS:
DESIGN NO. 000104
SCALE AS NOTED
SHEET 5 OF 8
DATE 1/20/90
APPROVED BY: [Signature]

DESIGNER: [Signature]
TITLE: TENDANT SIGN CRITERIA
PROJECT: CASA GRANDE MERADO
SALES: TELLEZ

APPROVED FOR FABRICATION []
DATE: []
BY: []



W.O. NO.:
 DATE:
 BY:
 Approved for Fabrication

DESIGN NO. 90 Δ 104
 REVISIONS:
 SHEET AS NOTED
 DATE 1.29.90
 APPROVED BY:

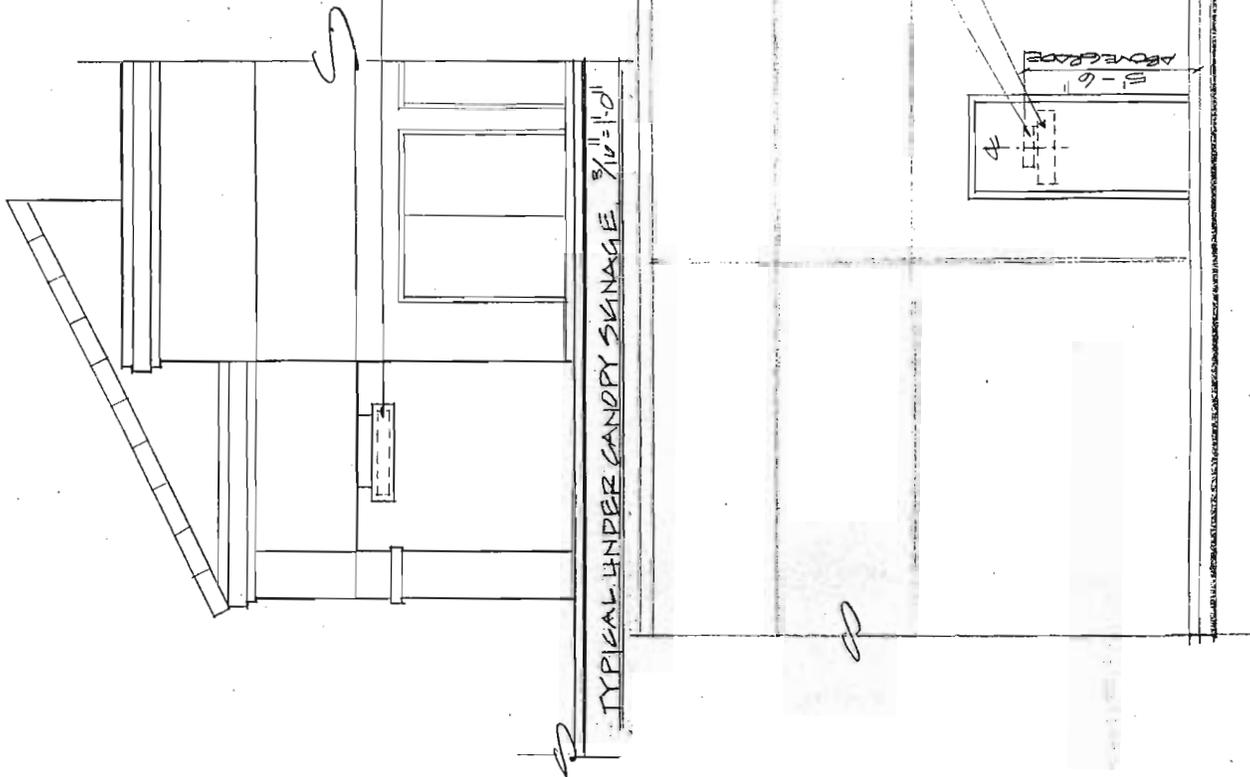
PROJECT CASA GRANDE MERCAPO
 TITLE CASA GRANDE, AZ
 DESIGNER SIGN TYPES D & F
 SALES J. F. HARRIS

Blair INDUSTRIES

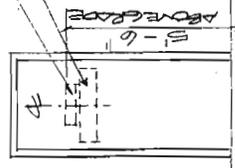
SIGN TYPE D:
 LOCATED AT TENANT STORE
 ENTRY TO BE 1'x4' NON-ILLUMINATED
 SAND-BLUSTED REFINED SUSPENDED SKIN,
 FRAM CANOPY CEILING.
 PAINT PER TENANTS DESIRED COLORS SUBJECT
 TO LANDLORD APPROVAL.

SIGN TYPE F:
 ADDRESS NUMERALS - 6"
 2" VINYL COPY IDENTIFYING
 BUSINESS NAME.

TYP. REAR ELEV. AT RECEIVING DOOR
 1/4" = 1'-0"



TYPICAL UNDER CANOPY SIGNAGE 3/16" = 1'-0"



5'-6" ABOVE DOOR

APPROVED FOR FABRICATION

BY: _____

DATE: _____

W.D. NO. _____

DESIGN NO. 90 A 104

SCALE AS NOTED

SHEET 7 OF 8

DATE 1-29-90

APPROVED BY: _____

PROJECT CASA GRANDE MERCADO

TITLE CASA GRANDE, AZ

DESIGNER J. PRAFF

SALES P. BLEIER

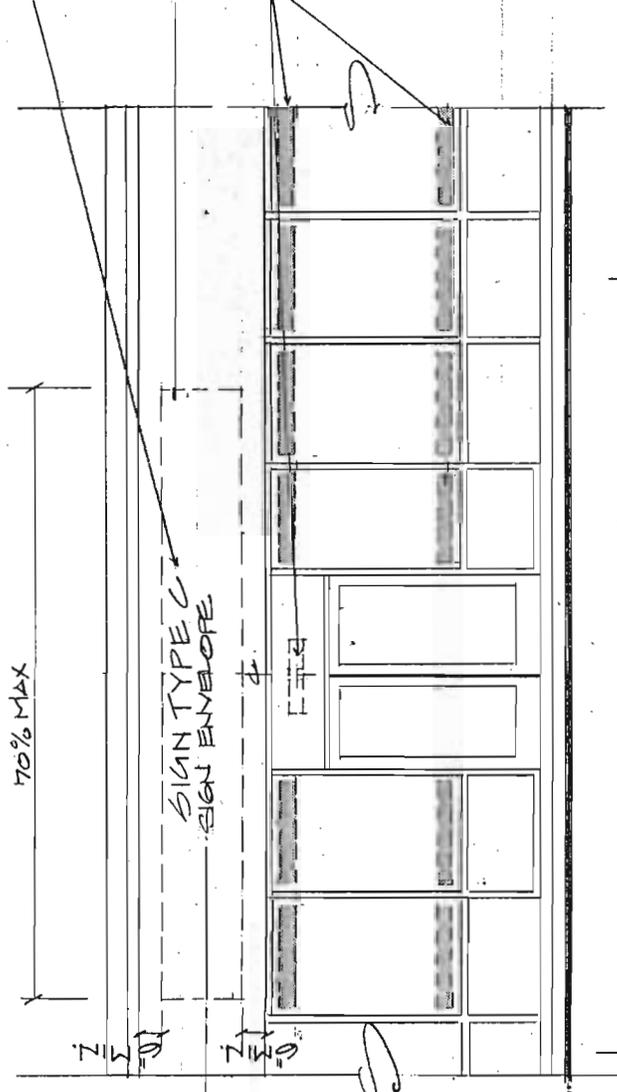
SIGN TYPE C: TENANT SIGNAGE SHALL CONSIST OF INDIVIDUAL LETTERS & LOGOS & SHALL BE INTERNALLY ILLUMINATED. ALL SIGNAGE SHALL BE INSTALLED WITHIN THE DESIGNATED SIGN ENVELOPE AS SPECIFIED BY THE LANDLORD.

ALL SIGNAGE SHALL BE LOCATED TO CENTER BOTH HORIZONTALLY AND VERTICALLY WITHIN DESIGNATED ENVELOPE.

SIGN TYPE E: ADDRESS NUMERALS ON TRANSOM ABOVE ENTRY SHALL BE 6" HIGH, HELVETICA MEDIUM VINYL #3090.

SHADED AREAS ON TOP & BOTTOM OF STOREFRONT GLASS REPRESENT LOCATIONS PERMITTING VINYL GRAPHICS IDENTIFYING NAME BRANDS AND ACCESSORY SERVICES OFFERED BY THE TENANT. GRAPHICS ARE LIMITED TO 8" IN OVERALL HEIGHT & MAY BE PLACED ON THE UPPER OR BOTTOM PORTION OF THE STOREFRONT GLASS.

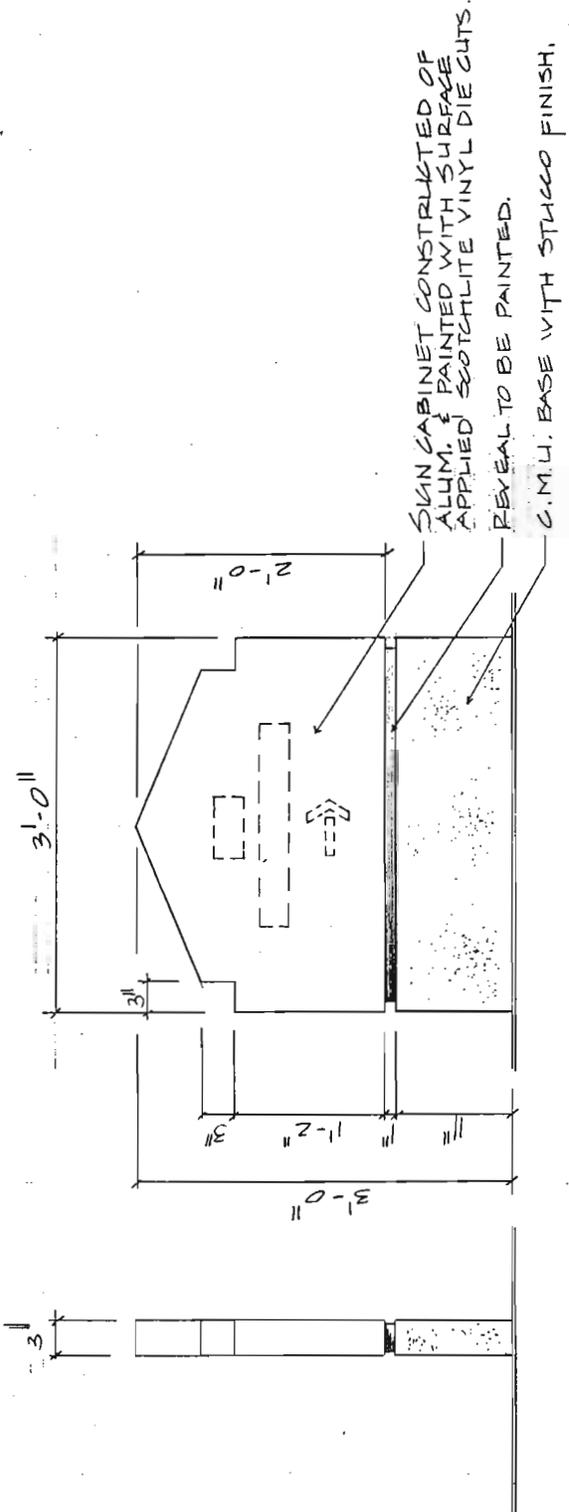
ALL GRAPHICS MUST BE APPROVED BY THE LANDLORD AND THE CITY OF CASA GRANDE, PRIOR TO APPLICATION OF GRAPHICS.



W.O. NO. _____
 DATE: _____
 BY: _____
 Approved for Fabrication

DESIGN NO. _____
 REVISIONS: _____
 SCALE 90% A.104
 AS NOTED
 SHEET 008
 APPROVED BY: _____
 DATE 2.19.90

PROJECT ASA GRANDE MERADO
 DESIGNER U. PRAFF
 TITLE DIRECTIONAL SIGNAGE
 SALES P. BUTLER



SIGN CABINET CONSTRUCTED OF ALUM. & PAINTED WITH SURFACE APPLIED SCOTCH-LITE VINYL DIE CUTS. REVEAL TO BE PAINTED. C.M.U. BASE WITH STUCCO FINISH.

SIGN TYPE: G
 DIRECTIONAL SIGNAGE
 SCALE: 1" = 1'-0"

CASA GRANDE
FACTORY STORES

SIGN CRITERIA

These criteria have been established to ensure a coordinated, and tasteful, proportional signage exposure for all tenants. Performance to these criteria shall be strictly enforced, and any signs installed that do not conform to these criteria shall be brought into conformance immediately upon notification at the tenant's expense.

The Landlord shall administer and interpret the criteria:

A. GENERAL CRITERIA

1. Tenant shall submit or cause to be submitted to Landlord for approval prior to fabrication at least four copies of detailed shop drawings indicating the location, size, layout, design, materials and color(s) of the proposed signage. One copy is to be presented in full and true color.
2. All permits required for building mounted signs and their installation shall be obtained and paid for by tenant and/or his sign contractor from the City of Casa Grande prior to commencement of fabrication.
3. All signs and their installation shall conform to all applicable provisions of the City of Casa Grande Sign Ordinance, Building and Electrical codes.
4. The Landlord encourages creativity in the design and implementation of tenant storefront signs, and approval preference will be shown by the Landlord towards originality in use of logos, colors, and materials for the tenant signage.

5. WARRANTY:

The entire sign display shall be guaranteed for one year against defects in material and workmanship. Defective parts shall be replaced without charge. All lamps, tubes, ballasts, and transformers are excluded but such parts will be unconditionally guaranteed and replaced without charge for a period of 90 days from date of installation.

6. INSURANCE:

Sign contractors shall carry Worker's Compensation and Public Liability Insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or installation of signs in the amount of one million dollars (\$1,000,000.00) for a combined single limit.

7. MAINTENANCE:

Tenant is responsible for the maintenance and shall keep the sign and its lighting in good appearance and proper operating condition.

8. The Landlord has approved and designated Bleier Industries Ltd., as their recommended sign contractor to furnish and install signage at this project. The Landlord suggests that Bleier Industries Ltd. furnish and install the tenant signage in order to ensure strict compliance to these sign criteria. Non-compliance with these criteria will be strictly enforced and corrected at the tenant's expense.

For further information, please contact:

Sign Criteria
Factory Stores
Page 3 of 6

Paul Bleier, President
Bleier Industries, Ltd.
2030 W. Desert Cove
Phoenix, AZ 85029
(602) 944-3117 (FAX) (602) 395-0753

B. SPECIFIC CRITERIA

All signage shall be provided at the tenant's sole expense:

1. MAJOR TENANTS: All signage shall be designed to tenant's specifications. Tenant will be allowed a maximum of two signs on each main elevation with one logo. The maximum width of sign envelope shall not exceed 70% of tenant lease frontage. Sign area may exceed the permitted sign area of (2) two square feet per front foot of occupancy subject to Landlord and City of Casa Grande approval. A major tenant is defined as anyone occupying 24,000 square feet or greater floor space. A major tenant may be permitted one additional wall sign including logo on the rear or side elevation of their occupancy. This additional sign location will be determined and approved on an individual basis by the Landlord and the City of Casa Grande.
2. SUBMAJOR TENANTS: All signage shall be designed to tenant's specifications. Tenant will be allowed a maximum of two signs on each main elevation with one logo. The maximum width of sign envelope shall not exceed 70% of tenant lease frontage. Sign area may exceed the permitted sign area of (2) two square feet per front foot of occupancy subject to Landlord and City of Casa Grande approval. A Sub-major tenant is defined as anyone occupying greater than 12,000 square feet but less than 24,000 square

feet of floor space. A submajor tenant may be permitted one additional wall sign including logo on the rear or side elevation of their occupancy. This additional sign location will be determined and approved on an individual basis by the Landlord and the City of Casa Grande.

3. STANDARD TENANTS: All signage shall be designed to tenant's specifications. Tenant will be allowed a maximum of one logo on the main storefront elevation. An exception may be made to permit an additional logo when it can be demonstrated to the Landlord that it is needed to balance the design of the proposed sign. The maximum width of any sign shall not exceed 70% of tenant's lease frontage. The sign area shall not exceed the individual or aggregate sign area permitted by the City of Casa Grande Sign Ordinance. A standard tenant is defined as anyone occupying less than 12,000 square feet of floor space.

C. CONSTRUCTION SPECIFICATIONS

1. Each sign contractor is required to be licensed per ARS Title 32 Chapter 10. The Sign Contractor shall obtain all sign and electrical permits from the City of Casa Grande prior to fabrication and installation of tenant's signage.
2. All bolts, fastenings, clips, etc., shall be hot-dipped galvanized iron, stainless, aluminum, brass, or bronze. No black iron materials of any type will be permitted.
3. Sign contractors are to submit construction and engineering drawings to the landlord and to the City of Casa Grande Building Department for approval.

Sign Criteria
Factory Stores
Page 5 of 6

All fabricators are advised that prior to acceptance and final payment, each unit will be inspected for conformance by an authorized representative of the Landlord. Any signs found not in conformance to stipulated specifications will be rejected and removed at Tenant's expense.

4. No substitutes will be accepted by the Tenant and Landlord.
5. Materials & Finish:

Tenant signage to consist of individual, welded aluminum letters constructed of .050 edges and .063 backs with 3/16" flat cut out Plexiglas faces retained by 1" black Jewel Lite Trim Cap.

Letters and raceway to be finished with Mathews Acrylic Polyurethane coatings in the following colors:

Outside edges and backs: gloss black;
Inside edges and back: imperfect white;
Raceway - painted to match fascia

6. All individual letters and logos shall be fabricated from aluminum using full-welded construction methods. All signs must be of Underwriter's Laboratory approved construction and shall bear the UL label.
7. All mounting holes and building penetrations are to be located, whenever possible, into a vertical grout line of building wall. Each sign contractor must seal all mounting holes and building penetrations in a watertight manner and patch fascia to match adjacent finish.

8. All conductors, transformers, and other equipment shall be concealed, whenever possible. Only upon special Landlord approval will exposed raceways be permitted.
9. The Landlord shall approve and designate the exact installation location of all tenant signage. No signage shall be installed prior to meeting the Landlord or his designated agent on-site.
10. Any damage to the building fascia or other property of the Landlord caused by tenant's sign installation or removal thereof shall immediately be repaired by tenant, or by Landlord at tenant's expense should tenant fail to do so in a timely manner.
11. Sign contractors shall repair any damage caused by contractor's work. Unrepaired damage caused by Tenant's contractor shall be Tenant's responsibility to correct at Tenant's sole expense. Tenant shall be fully responsible for the operations of Tenant's contractor.

INDUSTRIES

PHASING PLAN/
PRELIMINARY SITE PLAN

CASA GRANDE MERCADO

CASA GRANDE, ARIZONA
SWC of FLORENCE BLVD. & I-10
CASA GRANDE/1-10 Land Partners Joint Venture

Prepared for: Casa Grande/1-10 Land Partners Joint Venture
2930 E. Camelback Rd., Ste. 160
Phoenix, Arizona 85016

Prepared by:  The Architects Group Inc.
1000 N. Central Expressway, Suite 1000
Phoenix, Arizona 85004

SCALE: 1" = 100' (SEE PLAN)
DATE: 11 SEPTEMBER 88

4

DESIGNER J. PFAFF	SALES R. BLERZ
TITLE PHASING PLAN	PROJECT CASA GRANDE MERCADO
DATE 2.12.90	SCALE N.T.S.
SHEET A	DESIGN NO. 90-A-104
APPROVED BY:	REVISIONS:

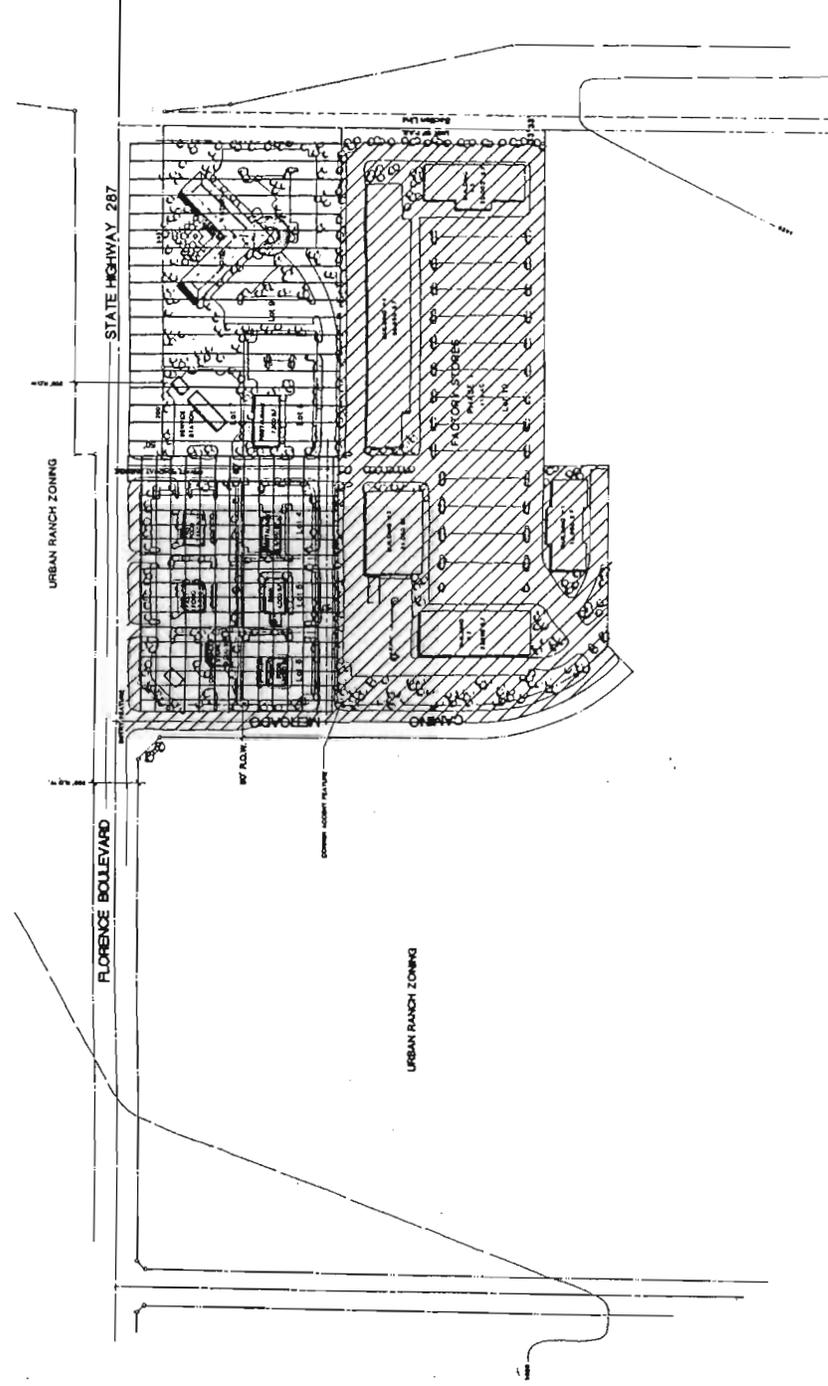
1. IN TOLERANCE INDICATED, THE DRAWING AND THE DATA EXPRESSED THEREIN, ARE THE SOLE PROPERTY OF THE ARCHITECTS GROUP INC. AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTS GROUP INC. IS STRICTLY PROHIBITED.

2. THE ARCHITECTS GROUP INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA EXPRESSED THEREIN, NOR FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS THEREIN.

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5. THE ARCHITECTS GROUP INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA EXPRESSED THEREIN, NOR FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS THEREIN.



URBAN RANCH ZONING



VICINITY MAP

DESIGN GUIDELINES
FOR
CASA GRANDE
MERCADO

BY

CASA GRANDE/ I-10 LAND PARTNERS
JOINT VENTURE

C & I ARIZONA ASSOCIATES
LIMITED PARTNERSHIP



TABLE OF CONTENTS

Letter of Introduction Section 1
Development Team Section 2
Legal Description Section 3
Development Exhibits Section 4
Project Infrastructure Requirements Section 5
Design Guidelines/Development Restrictions Section 6
Traffic Study Section 7
Declaration of Covenants, Conditions & Restrictions Section 8

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The Architects Group Inc.

Architecture · Planning · Landscape Architecture

February 14, 1990

Mr. Kent Myers
Mr. Jerry Owen
City of Casa Grande
300 E. Fourth Street
Casa Grande, Arizona 85222

Re: Casa Grande Mercado
TAG Project No. 90-002

Dear Messrs. Myers and Owen:

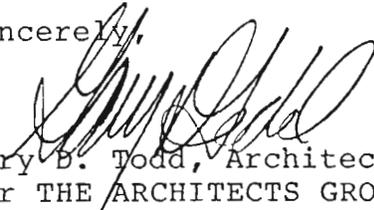
It is with great pleasure that Casa Grande/I-10 Land Partners, J.V. (and C & I Arizona Associates Limited Partnership) submits the Plans and Development Guide for the 30.5 acre first phase of the Casa Grande Mercado, a 67 acre master planned development on Florence Boulevard west of I-10.

The initial phase of Casa Grande Mercado will be a commercial development combining a variety of users. These uses have been combined so as to be complementary to each other as well as to the surrounding streetscape. In addition, restrictions have been developed so as to provide quality buildings of compatible styles and materials without being "cookie cutter" images of each other.

The accompanying design guidelines will help to show and explain the concept through plans, elevations and text. Also, the 'project infrastructure requirements' in reference to phasing and responsibilities for development are outlined to provide the city with a commitment and clear understanding as to how the project will be completed.

We look forward to working with the City of Casa Grande in the development of this property.

Sincerely,



Gary B. Todd, Architect
For THE ARCHITECTS GROUP, INC.

GDT:ket

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DEVELOPMENT TEAM

OWNER/DEVELOPER:

Casa Grande/I-10 Land Partners Joint Venture
2930 East Camelback Road, Suite 160
Phoenix, Arizona 85016
Mr. Chris Cacheris

C & I Arizona Associates Limited Partnership
Willey Creek Co., Inc.
Watson Brook Road
Exeter, New Hampshire 03833
Ms. Kristan Otto, Project Manager
1771 Stockton Blvd., Suite 110
Sacramento, California 95816

PLANNER/LANDSCAPE ARCHITECT:

The Architects Group, Inc.
4148 N. 48th Street
Phoenix, Arizona 85018
Mr. Gary Todd
Mr. Brad Winkler

ARCHITECT:

Havlick & Hughes
1771 Stockton Blvd., Suite 100
Sacramento, California 95816
Mr. Jack Havlick

CIVIL ENGINEER: (Final Plat)

Greiner Engineering Sciences, Inc.
555 E. River Road, Suite 100
Tucson, Arizona 85704
Mr. Mike Baker

CIVIL ENGINEER: (Preliminary Plat)

Collar, Williams & White Engineering
2702 N. 44th Street, Suite 100A
Phoenix, Arizona 85008
Mr. Bob Mohning

SIGN CONSULTANT:

Bleier Industries, Ltd.
2030 W. Desert Cove
Phoenix, Arizona 85029
Mr. Paul Bleier

TRAFFIC CONSULTANT:

Bolduc Smiley & Associates
5060 N. 40th St., Suite 105
Phoenix, Arizona 85018
Mr. Steve Bolduc

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Description
For

CWW No. 890909 CASA GRANDE+I-10 LAND PARTNERS REVISED September 27, 1989
September 14, 1989

Being a portion of the northeast quarter of Section 26, Township 6 South, Range 6 East, G. & S. R. B. & M., Pinal County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 26;
THENCE S00°34'50"W, along the east line of said northeast quarter, a distance of 100.01 feet to the POINT OF BEGINNING;
THENCE continuing S00°34'50"W, along said east line, 1665.00 feet;
THENCE S89°57'00"W, 760.00 feet;
THENCE N79°19'57"W, 80.00 feet to a point marking the beginning of a non-tangent curve, the central point of which bears N79°17'12"W, 410.00 feet;
THENCE northerly, along the arc of said curve, through a central angle of 36°40'39", having an arc distance of 262.46 feet;
THENCE S66°46'05"W, 1195.00 feet;
THENCE N07°42'21"E, 550.78 feet, to a point marking the beginning of a non-tangent curve, the central point of which bears N11°39'04"E, 640.00 feet;
THENCE easterly, along the arc of said curve, through a central angle of 03°56'44", having an arc distance of 44.07 feet;
THENCE N07°42'21"E, 80.00 feet;
THENCE N00°03'00"W, 827.13 feet;
THENCE N89°57'00"E, 470.00 feet;
THENCE N00°03'00"W, 470.00 feet;
THENCE N89°57'00"E, along a line parallel with and 50.00 feet south of the North Line of the aforementioned northeast quarter, a distance of 646.45 feet;
THENCE S00°34'50"W, 50.00 feet;
THENCE N89°57'00"E, parallel with said North Line, 745.00 feet to the POINT OF BEGINNING.

Comprising 66.444 Acres, more or less, subject to all easements of record.

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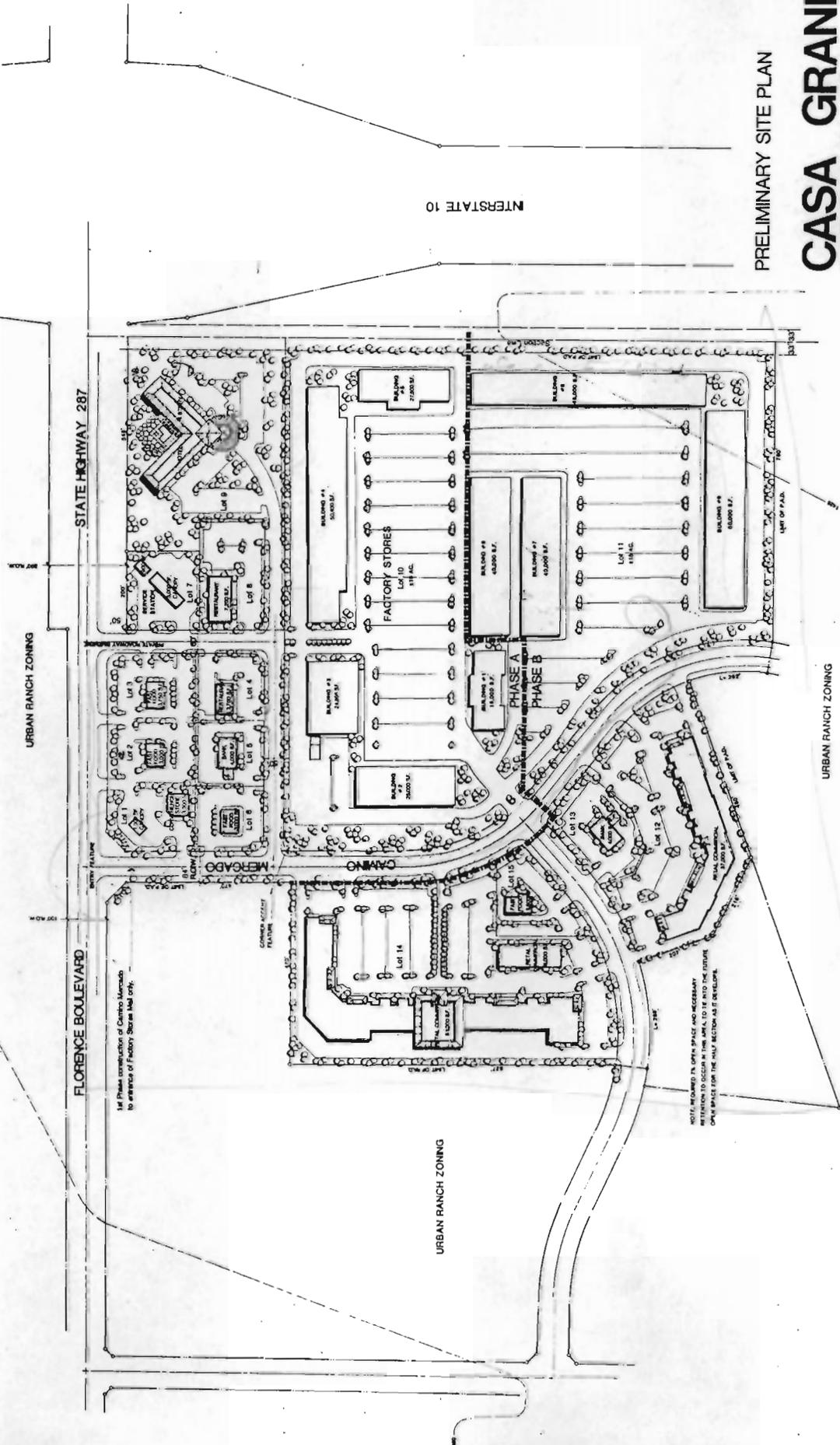
PRELIMINARY SITE PLAN

CASA GRANDE MERCADO

SWC of FLORENCE BLVD. & I-10
 CASA GRANDE, ARIZONA
 Prepared for: Casa Grande/I-10 Land Partners Joint Venture
 2830 E. Camelback Rd., Ste. 160
 Phoenix, Arizona 85016

Prepared by:

 The Architects Group Inc.
 1111 EAST WASHINGTON STREET, SUITE 100
 PHOENIX, ARIZONA 85014



SHEET INDEX

- SHEET #1A Preliminary Site Plan
- SHEET #1B Paving Plan (Preliminary Site Plan)
- SHEET #2 Hotel Perimeter
- SHEET #3 Retail Commercial Building Elevations (West of Centro Mercado)
- SHEET #4 Paving Landscapes for Site exclusive of Lots 10 & 11.
- SHEET #5 Paving Landscapes for Lots 10 & 11 (Factory Store)
- SHEET #6 Paving Landscapes Typical & Social Features

NOTE: See plan sheets by Hicks & Hubbs, Architects and Planner for building elevations of Factory Store.



VICINITY MAP

INTERSTATE 10

PROPOSED PHASING LEGEND

- PLAT: PHASE A
- PHASE 1
 - PHASE 2
 - PHASE 3
 - PLAT: PHASE B
 - PHASE 4
 - PHASE 5
 - PHASE 6

- FACTORY STORES LOT 19
- CAMINO MERCADO TO STREET SECTION TO ACTIVITY STORES
- ENTRY: REARWALL ON B.L.C. OF FLORENCE BLVD AND CAMINO MERCADO ONLY.
- IMPROVEMENTS ALONG FLORENCE BLVD ADJACENT TO LOTS 1-4.
- LOTS 1-4
- ENTRY: REARWALL ON B.L.C. OF FLORENCE BLVD AND CAMINO MERCADO.
- PRIVATE STREETS TO SOUTH AND EAST.
- LOTS 1, 2, 3, 4 WITH IMPROVEMENTS ALONG FLORENCE BLVD INCLUDING:
 - SIDEWALK
- FACTORY STORES LOT 11 IMPROVEMENTS
- CAMINO MERCADO TO STREET SECTION TO SOUTH PROPERTY LINE WITH IMPROVEMENTS ON EAST SIDE ONLY.
- LOTS 11 & 10
- SOUTH STREET SECTION TO CAMINO MERCADO ADJACENT TO LOT 10 AND SOUTH IMPROVEMENTS.
- PARKWAY CONNECTOR STREET WITH IMPROVEMENTS ON NORTH SIDE ONLY.
- LOTS 10 & 9
- WEST TO STREET SECTION TO CAMINO MERCADO TO SOUTH PROPERTY LINE WITH ALL IMPROVEMENTS.
- IMPROVEMENTS ALONG NORTH SIDE OF CONNECTOR STREET.

**PHASING PLAN/
PRELIMINARY SITE PLAN**

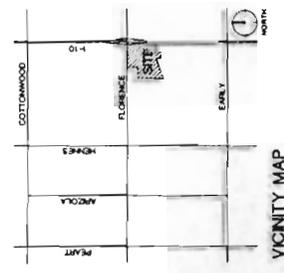
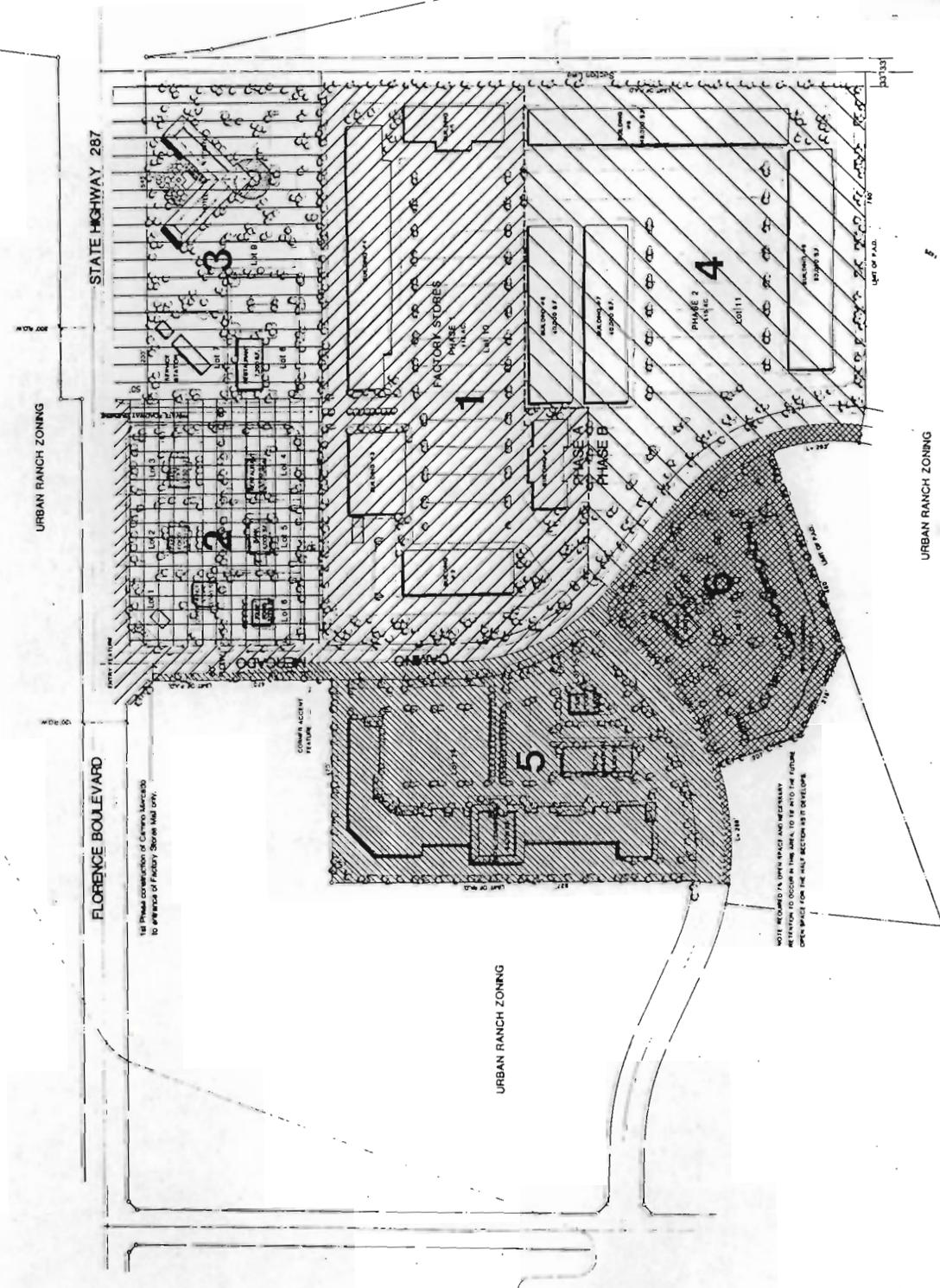
**CASA GRANDE
MERCADO**

SWC of FLORENCE BLVD. & I-10
CASA GRANDE, ARIZONA
Prepared for Casa Grande/I-10 Land Partners Joint Venture
2930 E Camelback Rd. Ste. 160
Phoenix, Arizona 85016

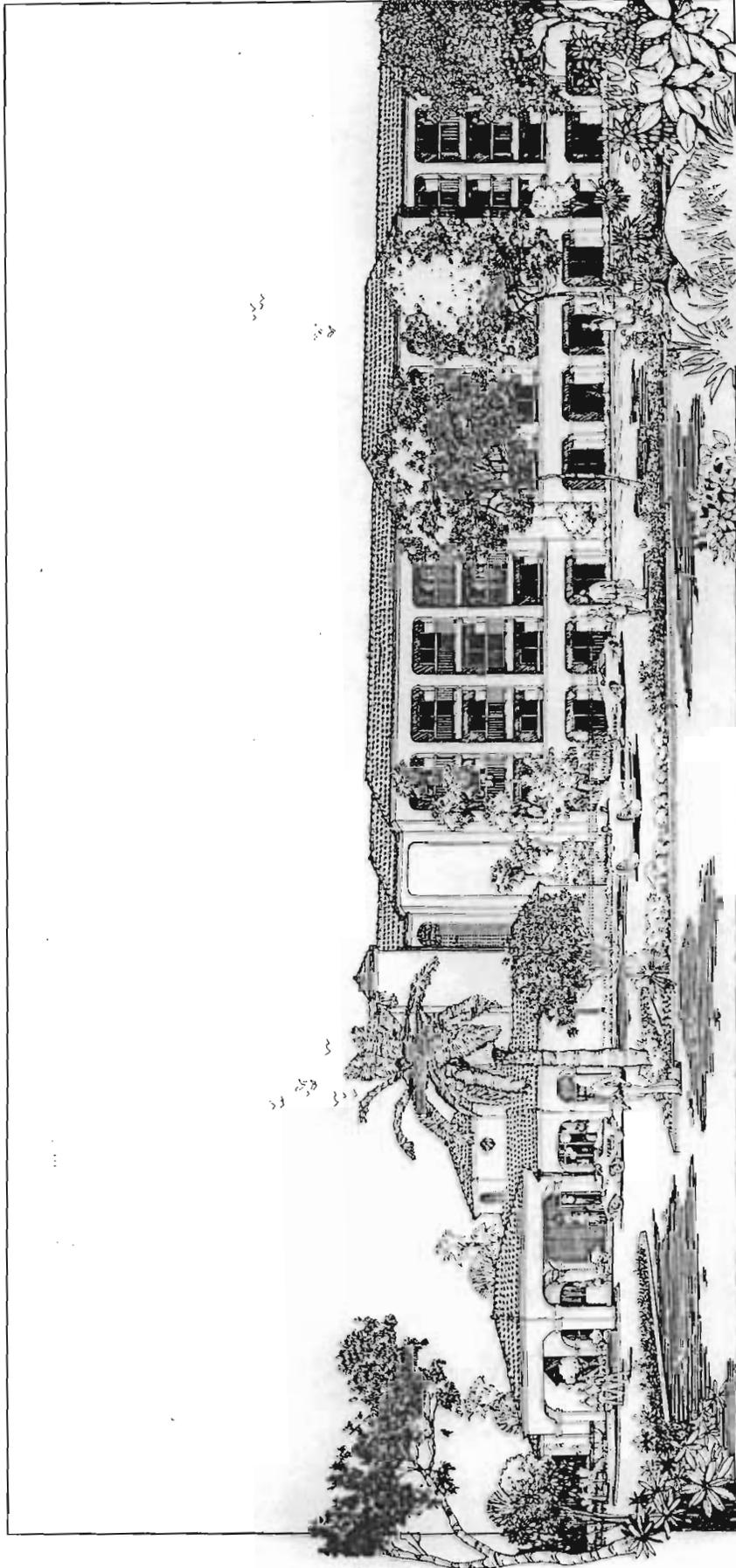
Prepared by
The Architects Group Inc.
1000 N. CENTRAL AVENUE, SUITE 1000
PHOENIX, ARIZONA 85004



1B



VICINITY MAP



HOTEL PERSPECTIVE

CASA GRANDE MERCADO

SWC of FLORENCE BLVD. & I-10

CASA GRANDE, ARIZONA

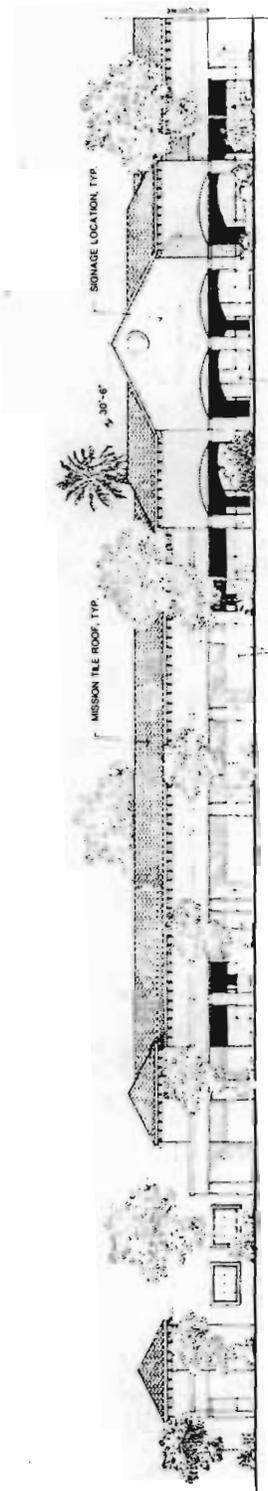
Prepared for: Casa Grande/I-10 Land Partners Joint Venture

2930 E. Camelback Rd., Ste. 180
Phoenix, Arizona 85016

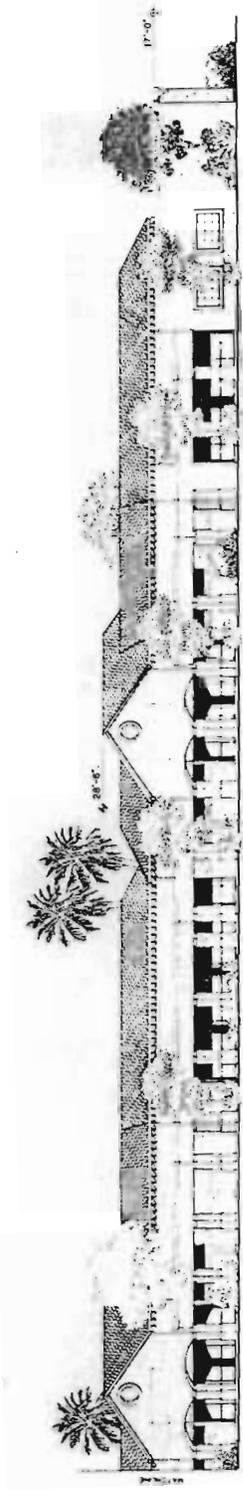
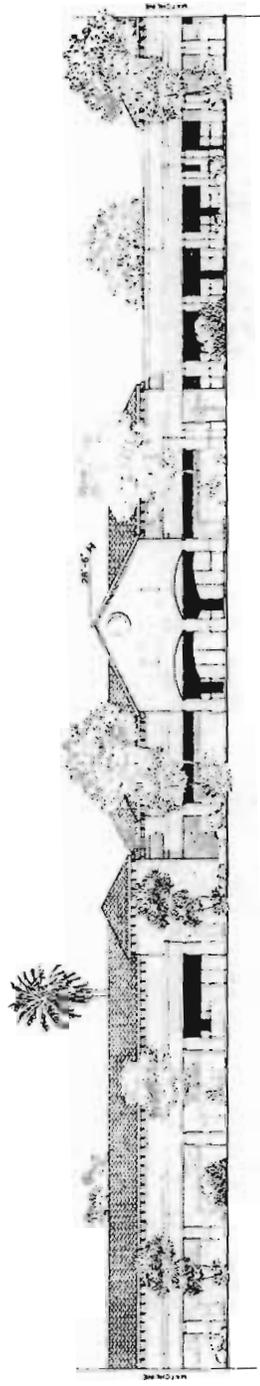
Prepared by: The Architects Group Inc.



11 SEPTEMBER 04



TYPICAL FRONT ELEVATION
 LOTS 12 & 13
 3/8" = 1'-0"



NOTE: ELEVATIONS DO NOT REFLECT EXACT SITE PLAN CONDITIONS, BUT ARE TO DEPICT PROJECT CHARACTER.

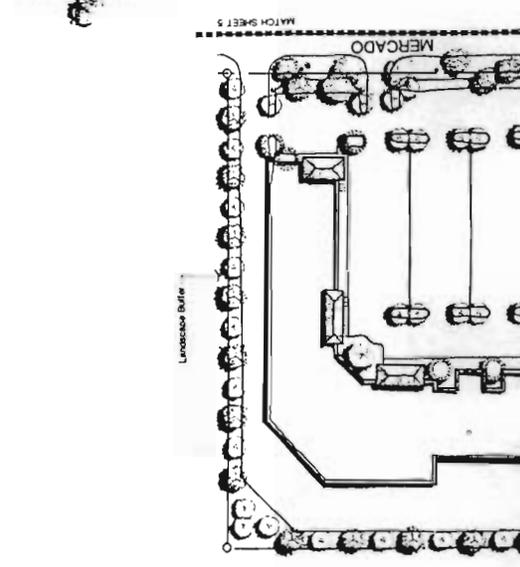
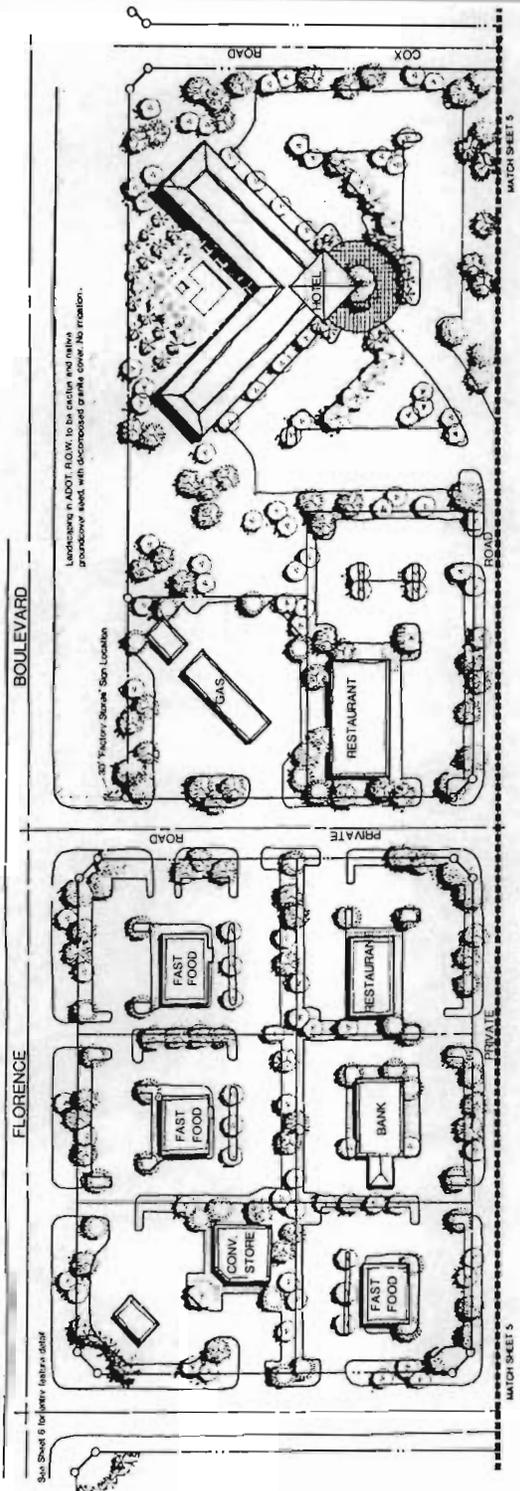
PRELIMINARY ELEVATIONS
**CASA GRANDE
 MERCADO**

SWC of FLORENCE BLVD. & I-10
 CASA GRANDE, ARIZONA
 Prepared for: Casa Grande/I-10 Land Partners Joint Venture
 2930 E. Camelback Rd., Ste. 160
 Phoenix, Arizona 85016

Prepared by:

 The Architects Group, Inc.
 1111 North Central Expressway, Suite 1000
 Phoenix, Arizona 85004
 (602) 955-1000

11 SEPTEMBER 88



PLANT LIST

TREES	SHRUBS & GROUNDCOVER
DATE PALM	COOTILLO
PALO BREA	MEXICAN BIRD OF PARADISE
SWEET ACACIA	CASBA
WEeping ACACIA	BACCHURS
MESQUITE	MOJUN
COOLBAH TREE	MEXICAN HONEYSUDDLE
SAGUARO	DALEA
	DESERT SPOON
	DESERT MARIGOLD
	MEXICAN PRIMROSE
	PORITIMACK
	GAZANIA

- ### LANDSCAPE NOTES
- PUBLIC STREETSCAPE STANDARDS:
 1. 1" CAL. PER 30' WIDE SIDE OF FRONTAGE, 25% TO 1/4" DIA.
 2. 3" DIA. PER 50' WIDE SIDE OF FRONTAGE.
 - ON SITE LANDSCAPING:
 1. 1-5 GAL. SPEC. A, 2-1 GAL. SPEC. B OR
 2. 1-5 GAL. SPEC. A, 2-1 GAL. SPEC. B OR
 3. 30" HIGH WOOD OR METAL POSTS SHALL BE SPACED BY 6 FEET.
 4. All landscaping shall be installed with an automatic system.

LANDSCAPE PRELIMINARY

CASA GRANDE MERCADO

SWC of FLORENCE BLVD. & I-10
 CASA GRANDE, ARIZONA

Prepared for: Casa Grande/I-10 Land Partners Joint Venture
 2930 E. Camelback Rd., Ste. 160
 Phoenix, Arizona 85016

Prepared by:

The Architects Group Inc.
 1100 N. CENTRAL AVENUE, SUITE 100
 PHOENIX, ARIZONA 85004

DATE: 11/11/09
 SCALE: 1" = 40'



Prepared by:
 The Architects Group Inc.
 2930 E. Camelback Rd., Ste. 160
 Phoenix, Arizona 85016

LANDSCAPE PRELIMINARY
CASA GRANDE MERCADO
 SWC of FLORENCE BLVD. & I-10
 CASA GRANDE, ARIZONA

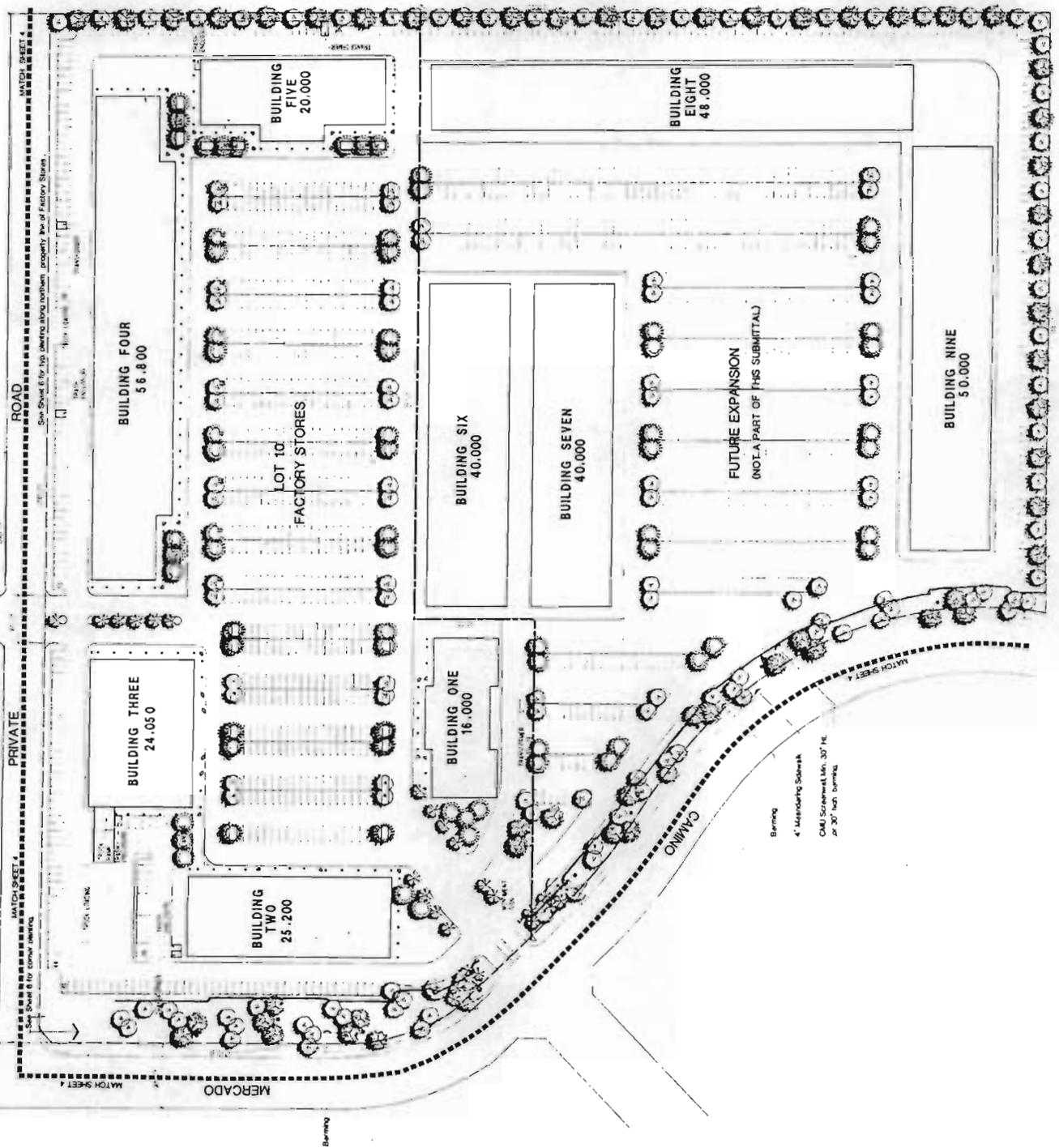
Prepared for: Casa Grande/I-10 Land Partners Joint Venture

PLANT LIST

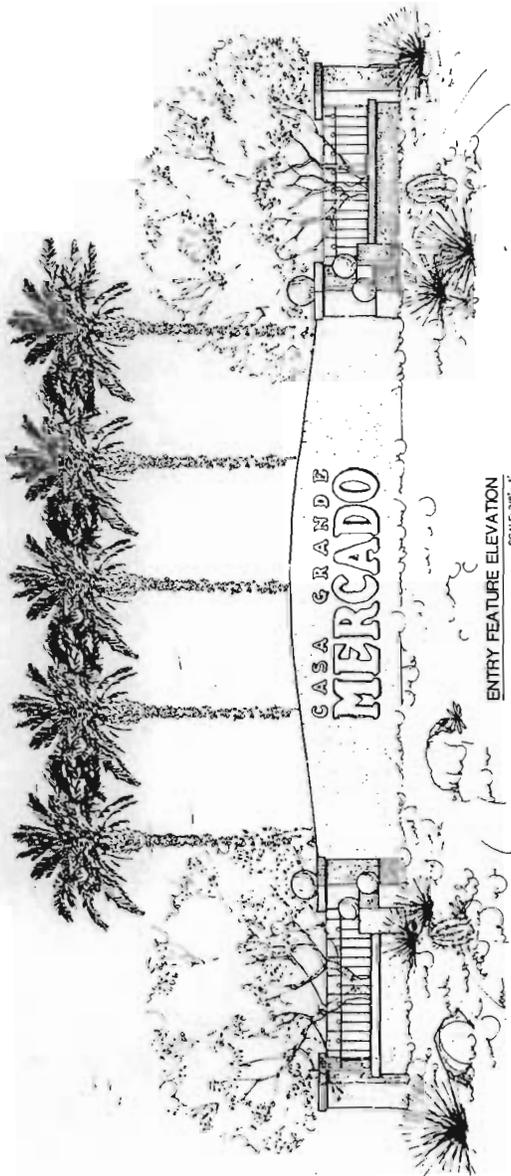
TREES	SHRUBS & GROUND COVER
DATE PALM	OCOTILLO
PALO BREA	MEXICAN BIRD OF PARADISE
SWEET ACACIA	CASSIA
WEeping ACACIA	BACCHARIS
MESQUITE	YOLINA
COOUBAH TREE	MEXICAN HONEYBUCKLE
SAGUARO	DALEA
	DESERT SPOON
	MEXICAN PRIMROSE
	POSTLEMON
	GAJANA

LANDSCAPE NOTES

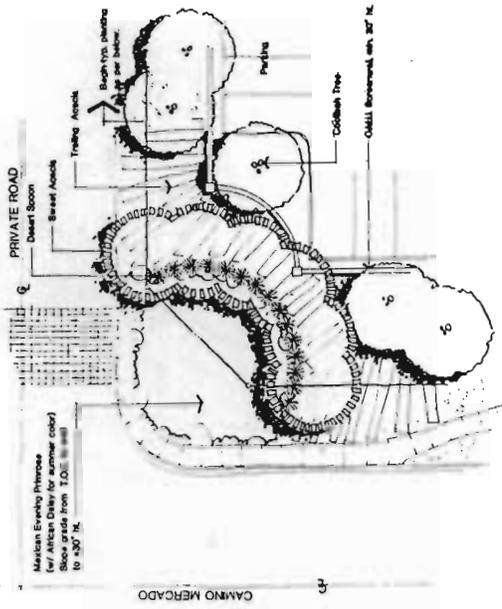
- PUBLIC STREETSCAPE STANDARDS**
 - 1. Tree, min. 15 Gal. per 30' level feet of frontage. 25% to be 24" dbh.
 - 2. Shrubs per 30' level feet of frontage
- ON SITE LANDSCAPING**
 - 1. Trees as per plan. Min. 1-5 Gal. Shrub, & 2-1 Gal. Shrub or Groundcover per 200 square feet of landscapable area.
 - 2. Planting along public street frontage shall be screened by a min. 30" high wall or berm, or a combination of both.
 - 3. All landscaping shall be irrigated with an automatic system.



INTERSTATE 10

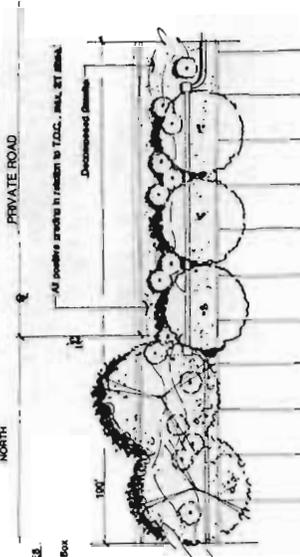


ENTRY FEATURE ELEVATION
SCALE 3/8" = 1'

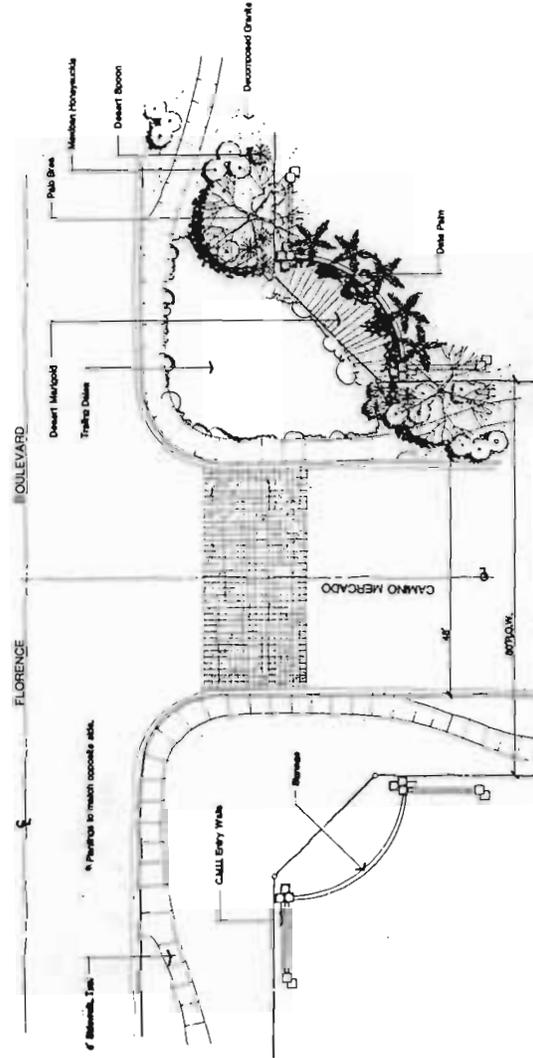


ACCENT PLANTINGS AT NWC OF FACTORY STORES
SCALE 1" = 10'

TYPICAL PLANTING SCHEDULE:
 1 - 10' G. Shrubs
 2 - 10' G. Shrubs
 3 - 10' G. Shrubs
 4 - 10' G. Shrubs
 5 - 10' G. Shrubs
 6 - 10' G. Shrubs
 7 - 10' G. Shrubs
 8 - 10' G. Shrubs
 9 - 10' G. Shrubs
 10 - 10' G. Shrubs
 11 - 10' G. Shrubs
 12 - 10' G. Shrubs
 13 - 10' G. Shrubs
 14 - 10' G. Shrubs
 15 - 10' G. Shrubs
 16 - 10' G. Shrubs
 17 - 10' G. Shrubs
 18 - 10' G. Shrubs
 19 - 10' G. Shrubs
 20 - 10' G. Shrubs
 21 - 10' G. Shrubs
 22 - 10' G. Shrubs
 23 - 10' G. Shrubs
 24 - 10' G. Shrubs
 25 - 10' G. Shrubs
 26 - 10' G. Shrubs
 27 - 10' G. Shrubs
 28 - 10' G. Shrubs
 29 - 10' G. Shrubs
 30 - 10' G. Shrubs
 31 - 10' G. Shrubs
 32 - 10' G. Shrubs
 33 - 10' G. Shrubs
 34 - 10' G. Shrubs
 35 - 10' G. Shrubs
 36 - 10' G. Shrubs
 37 - 10' G. Shrubs
 38 - 10' G. Shrubs
 39 - 10' G. Shrubs
 40 - 10' G. Shrubs
 41 - 10' G. Shrubs
 42 - 10' G. Shrubs
 43 - 10' G. Shrubs
 44 - 10' G. Shrubs
 45 - 10' G. Shrubs
 46 - 10' G. Shrubs
 47 - 10' G. Shrubs
 48 - 10' G. Shrubs
 49 - 10' G. Shrubs
 50 - 10' G. Shrubs



TYP. PLANTING ALONG NORTH PROPERTY OF FACTORY STORES
SCALE 1" = 10'



ENTRY FEATURE PLAN
SCALE 1" = 10'

LANDSCAPE PRELIMINARY
**CASA GRANDE
 MERCADO**

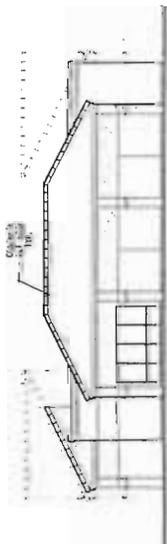
SWC of FLORENCE BLVD. & I-10
 CASA GRANDE, ARIZONA

Prepared for: Casa Grande/I-10 Land Partners Joint Venture
 2830 E Camelback Rd. Ste. 160
 Phoenix, Arizona 85016

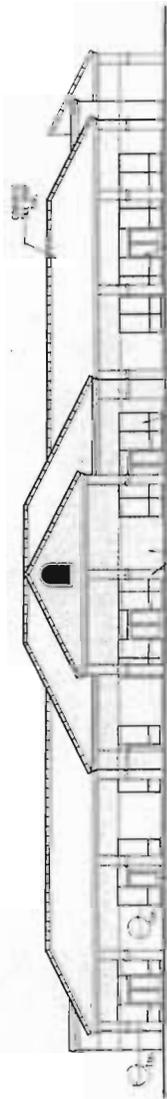
Prepared by:
 The Architects Group Inc.
 1111 North Central Expressway, Suite 100
 Phoenix, Arizona 85004



DATE: 11/11/2008
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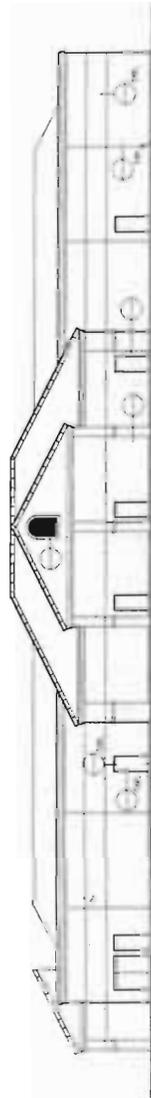
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 SCALE: 1/8" = 1'-0"



BUILDING ONE NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



BUILDING ONE EAST ELEVATION
 SCALE: 1/8" = 1'-0"



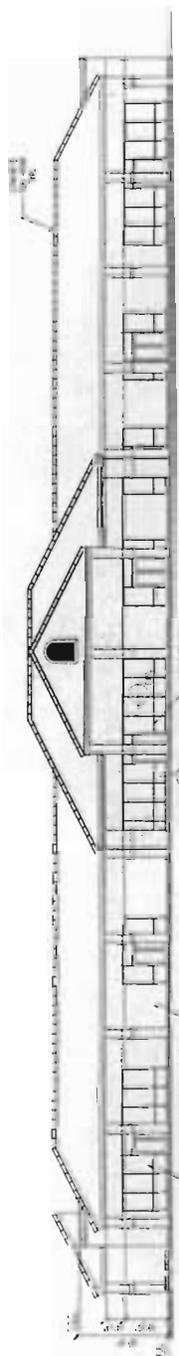
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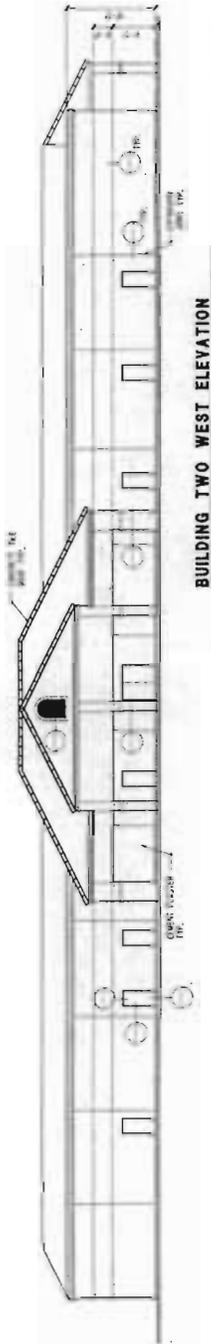
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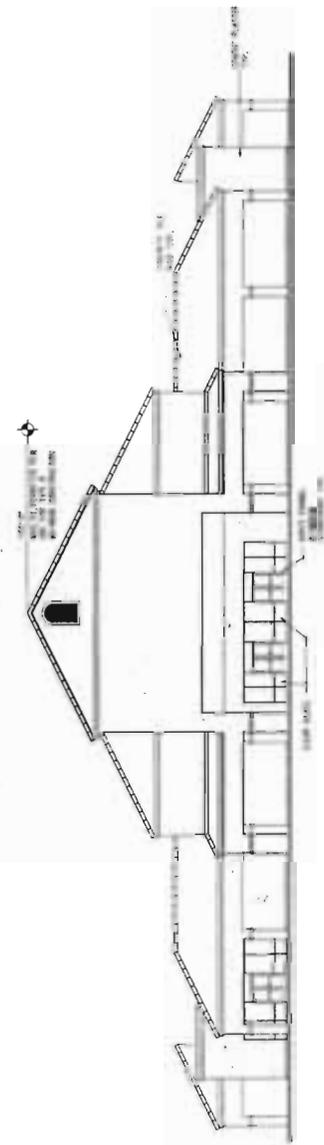
BUILDING TWO NORTH ELEVATION
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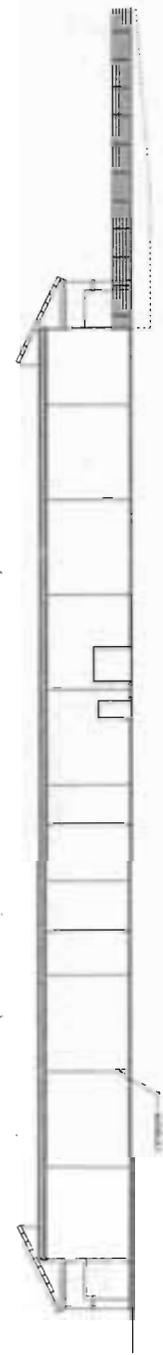
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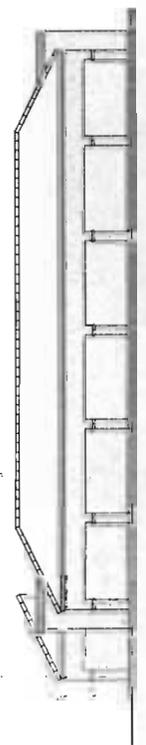
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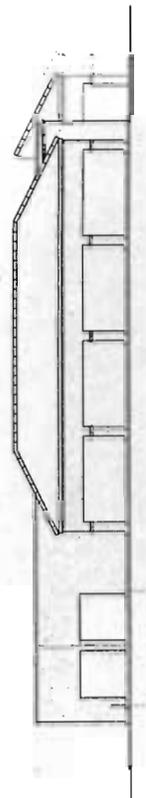
BUILDING THREE NORTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING THREE SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING THREE EAST ELEVATION
SCALE: 1/8" = 1'-0"



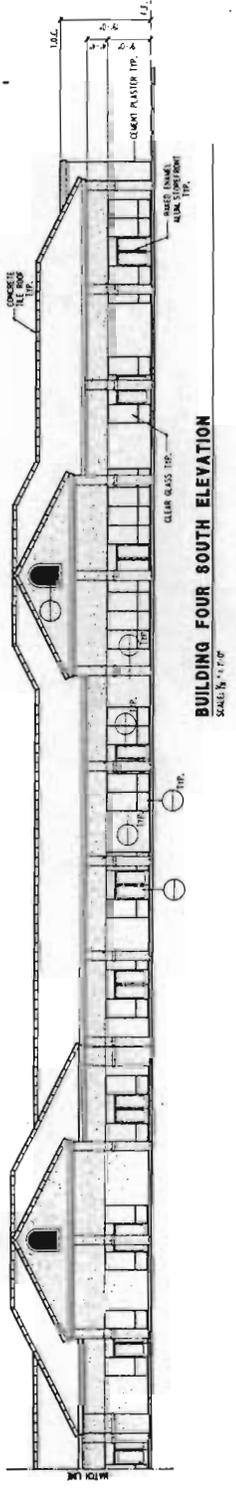
BUILDING THREE WEST ELEVATION
SCALE: 1/8" = 1'-0"

**FACTORY STORES
AT CASA GRANDE
CASA GRANDE, ARIZONA**

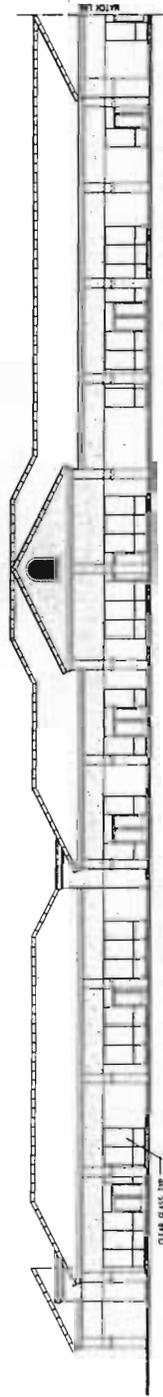
WORKSHEET
PROJECT: FACTORY STORES AT CASA GRANDE
DESIGNED BY: HAYLICK & HUGHES
DRAWN BY: W. H. HUGHES, A.S.C.E.
CHECKED BY: W. H. HUGHES, A.S.C.E.
DATE: 1-14-48
SCALE: 1/4" = 1'-0"

HAYLICK & HUGHES
ARCHITECTS AND PLANNERS
1771 STOCKTON BLVD., SUITE 100
IRVING, TEXAS 75038
TELEPHONE: 972-441-1414

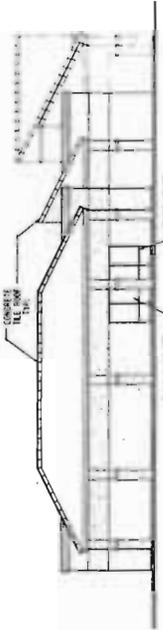
A16
DATE: _____
JOB: _____
SHEET: _____



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



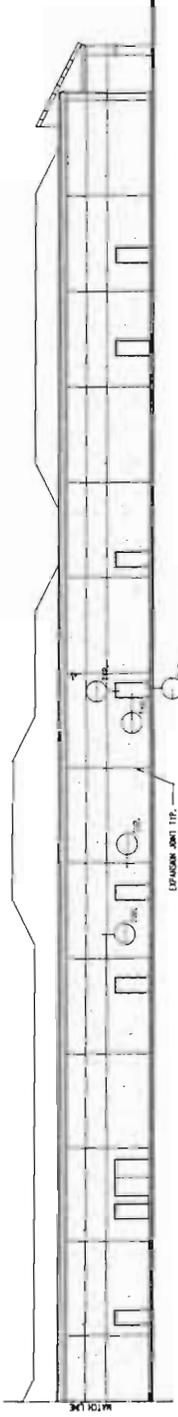
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SCALE: 1/4" = 1'-0"



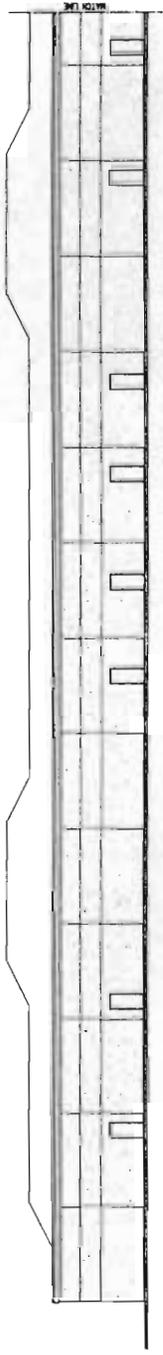
BUILDING FOUR WEST ELEVATION
SCALE: 1/4" = 1'-0"



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



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

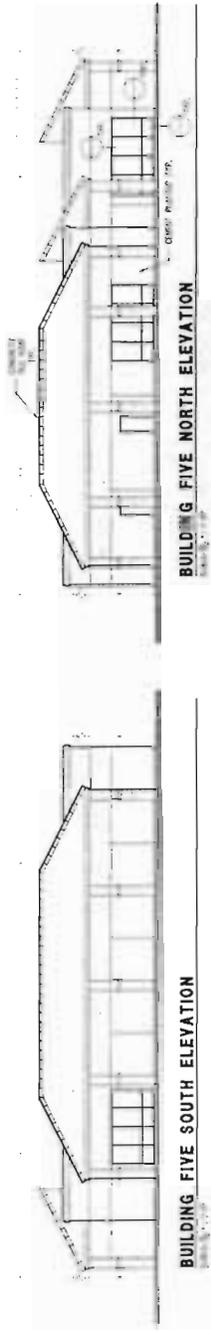
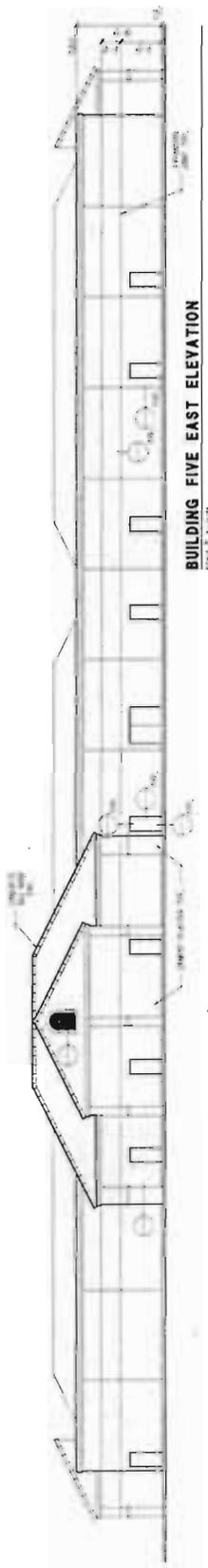
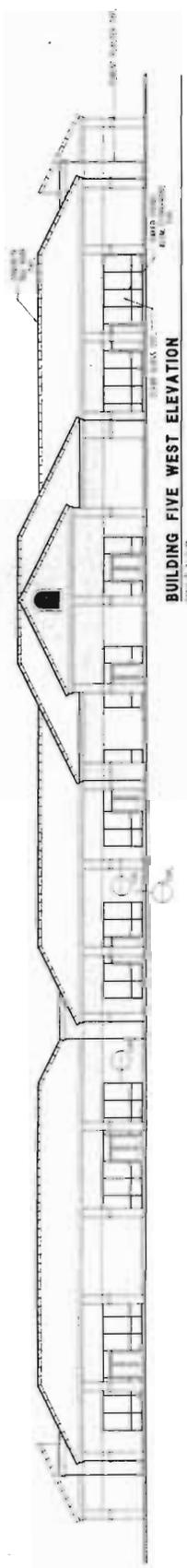


BUILDING FOUR NORTH ELEVATION
SCALE: 1/4" = 1'-0"

**FACTORY STORES
AT CASA GRANDE
CASA GRANDE, ARIZONA**

HAVLICK & HUGHES
ARCHITECTS AND PLANNERS

DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____
SHEET: **A17**



CASA GRANDE MERCADO
PHASE I - BUILDING AREA TABLE

<u>Lot Number</u>	<u>Proposed * Use</u>	<u>Land Area (square feet)</u>	<u>Bldg. Area** (square feet)</u>	<u>Floor Area Ratio</u>
1	Retail/Commercial	33,987.08	4,000.00	12%
2	Retail/Commercial	34,249.97	3,000.00	9%
3	Retail/Commercial	33,987.08	3,750.00	11%
4	Retail/Commercial	33,449.97	3,700.00	11%
5	Retail/Commercial	34,249.97	4,000.00	12%
6	Retail/Commercial	33,449.97	3,000.00	9%
7	Retail/Commercial	34,837.11	3,900.00	11%
8	Retail/Commercial	34,300.00	7,200.00	21%
9	Hotel	210,592.92	80,000.00	38%
10	Retail/Commercial	648,337.90	142,050.00	22%

* Proposed uses and building areas based upon Preliminary Site Plan, September 11, 1989, with the following access points: Florence Boulevard/ Camino Mercado, Florence Boulevard/Secondary Roadway, Florence Boulevard/Eastern Driveway and Florence Boulevard/Western Driveway.

** Variations of these numbers may occur and be made for any Lot during the Major Site Plan Review process by the Casa Grande Planning & Zoning Commission, without requiring amendments to this Plat.

NOTE: This table shall supercede the table indicated on the engineer's plat as submitted on February 13, 1990.

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PROJECT INFRASTRUCTURE REQUIREMENTS

- A. Phase I - Design Requirements for Final Plat Recordation.
1. Factory Stores (Lot 10)
 - a. Final Site Plan
 - b. Building Elevations
 - c. Utilities/Public Improvements
 2. Camino Mercado
 - a. Full element section for 250' South of Florence Boulevard, tapering to 4 lanes (east half of full section) to the entrance to Lot 10.
 - b. Water
 - c. Sewer
 - d. Eastments
 3. Florence Boulevard (south side between Camino Mercado and private road to the east).
 - a. Half-section with deceleration lane as required.
 - b. Sleevity and provisions for future installation of traffic signals at Florence Boulevard and Camino Mercado.
 - c. Water
 - d. Sewer
 - e. Easements
 4. Offsite utility extension plans:
 - a. Water
 - b. Sewer
 - c. Easements
 5. Final plat supporting materials:
 - a. Drainage collection/retention report
 - b. Soils report
 - c. Grading, drainage and development plan
 - d. Construction plans and details
- B. Phase I - Construction Phasing:
1. Construction of items listed above in Design Requirements.
 2. The following items shall be submitted and approved by the Planning and Zoning Commission and/or the City Engineer, when applicable, and installed prior to occupancy of any Phase I building. (As an alternate, the Owner(s) shall post a performance bond, pursuant to the zoning ordinance provisions, to guarantee completion of the work.)
 - a. Landscape along Florence Boulevard frontage between Camino Mercado and the private road to the east to include a minimum of 10 Washingtonia Robusta palm trees (12' minimum), berms, decomposed granite or other groundcover.
 - b. Landscape along the eastern side Camino Mercado right-of-way.
 - c. Western entry way feature and landscape at Camino Mercado and Florence Boulevard.

3. The following items must be submitted for minor site plan review prior to issuance of any building permit.
 - a. Comprehensive sign plan.
 - b. Detailed landscape plan.

C. Phase II - Construction Phasing:

1. Lots 1 - 6: Must undergo major site plan review prior to development.
2. Private roads along the south side of Lots 4 - 6, and the east side of Lots 3 and 4.
3. East entry feature and landscape at Camino Mercado and Florence Boulevard.
4. The developers of Casa Grande Mercado shall provide 1/4 the cost of a future traffic signal for the Florence Boulevard - Camino Mercado intersection. The letter of agreement on the following pages addresses the allocation of this payment by the individual lot users.

D. Phase III - Construction Phasing:

1. Lots 7, 8 and 9: Must undergo major site plan review prior to development.
2. Landscape along Florence Boulevard frontage in A.D.O.T. right of way.

E. Phase IV - Construction Phasing:

1. Lot 11: Must undergo major site plan review prior to development.
2. Camino Mercado half street section (east side) to Lot 11 south property line.
3. Improvements on east side only.

F. Phase V - Construction Phasing:

1. Lots 14 & 15: Must undergo major site plan review prior to development.
2. West half street section of Camino Mercado immediately adjacent, with all improvements.
3. East/West connector street with improvements on north side only.

G. Phase VI - Construction Phasing:

1. Lots 12 and 13: Must undergo major site plan review prior to development.
2. West half street section of Camino Mercado to south property line, with all improvements.
3. Improvements along south side of connector road.

CASA GRANDE/I10 LAND PARTNERS JOINT VENTURE
2930 East Camelback Road, Suite 160
Phoenix, Arizona 85016
(602) 957-0616

February 13, 1990

Mr. Tom Long
City of Casa Grande
300 East Fourth Street
Casa Grande, AZ 85222

Re: Future Traffic Signal at Florence Boulevard & Camino Mercado

Dear Mr. Long:

On January 19, 1990, Bolduc Smiley & Associates completed a Traffic Impact Study for the Casa Grande Mercado. The traffic volumes for the subdivision were based upon the number of trips generated by the types of proposed users for Lots 1 through 15. Based on the Institute of Transportation Engineers' publication titled Trip Generation, factory outlet stores on Lots 10 and 11 will generate 37.4% of the subdivision traffic volume. Exhibit 3-3 from the Study is attached for your references.

Pursuant to City and ADOT requirements, the developers of the Casa Grande Mercado must pay for one quarter of the proposed traffic signal at Camino Mercado and Florence Boulevard or approximately \$20,000. Accordingly, we propose that the cost of the traffic signal be allocated to the lot users based upon traffic volumes as follows:

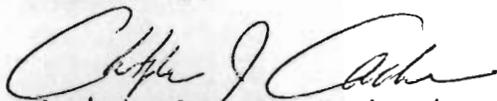
<u>Lot</u>	<u>Percentage of Traffic</u>	<u>Allocation</u>
1	7.2%	\$1,440.00
2	6.3%	1,260.00
3	7.9%	1,580.00
4	1.0%	200.00
5	3.2%	640.00
6	6.3%	1,260.00
7	2.0%	400.00
8	1.9%	380.00
9	2.4%	480.00
10	16.6%	3,320.00
11	20.8%	4,160.00
12	4.1%	820.00
13	3.2%	640.00
14	9.8%	1,960.00
15	7.4%	1,480.00

February 13, 1990
Page 2

Willey Creek Co. Inc, dba C & I Arizona Associates Limited Partnership, agrees to pay their fair share, Phase 1 (Lot10) of \$3,320.00, as a condition of and at the time of the issuance of a building permit. Willey Creek also agrees to pay \$4,160.00 as a condition of and at the time of the issuance of the building permit of Phase 2 (Lot 11). As each of the remaining lots are sold and subsequently developed, each lot user shall pay his fair share of the costs at time of the issuance of the building permit.

In the event signalization is required prior to the sale to the users of Lots 1-9 and 12-15, Casa Grande/I-10 Land Partners Joint Venture shall be responsible for the Traffic signal costs associated with the unsold lots.

Sincerely,



Christopher J. Cacheria
Agent for Casa Grande/I10 Land Partners



Willey Creek Development Co.
by: Kristan L. Otto as Manager,
Western Region

KLO:11

NUMBER OF TRIPS

Land Use	Number of Units	Units	Average Weekday	AM Peak Hour			PM Peak Hour			Percent of ADT Total
				In	Out	Total	In	Out	Total	
Hotel	100	Rooms	870	32	28	60	52	30	82	2.4%
Specialty Retail	126	1000 GSP	5126	60	60	120	215	215	430	13.9%
Shopping Center	320	1000 GSP	13762	160	160	320	566	566	1132	37.4%
Quality Restaurant	3.70	1000 GSP	354	3	0	3	19	8	27	1.0%
Quality Restaurant	7.20	1000 GSP	688	6	1	7	36	16	52	1.9%
Fast Food Restaurant	3.50	1000 GSP	2720	27	22	49	96	86	182	7.4%
Fast Food Restaurant	3.00	1000 GSP	2332	23	19	42	83	73	156	6.3%
Fast Food Restaurant	3.00	1000 GSP	2332	23	19	42	83	73	156	6.3%
Fast Food Restaurant	3.75	1000 GSP	2915	29	24	53	103	92	195	7.9%
Service Station	1	Each	748	11	11	22	13	13	26	2.0%
Convenience Market	3.00	1000 GSP	2661	101	101	202	107	107	214	7.2%
Bank	4.00	1000 GSP	1164	15	12	27	53	56	109	3.2%
Bank	4.00	1000 GSP	1164	15	12	27	53	56	109	3.2%
-----			-----	---	---	---	---	---	---	-----
Total Proposed Project			36837	505	469	974	1479	1391	2870	100.0%
-----			-----	---	---	---	---	---	---	-----
Residential Housing	358	Unit	3600	73	197	270	227	133	360	
Strip Commercial	20	Acre	24000	576	384	960	1320	1320	2640	
-----			-----	---	---	---	---	---	---	-----
Total City Plan			27600	649	581	1230	1547	1453	3000	
-----			-----	---	---	---	---	---	---	-----
Difference (Proposed less City's Plan)			9237	-144	-112	-256	-68	-62	-130	
-----			-----	---	---	---	---	---	---	-----

*Bodur
Smiley &
Associates, Inc.*

FUTURE LAND USE CONDITION NUMBER OF TRIPS

EXHIBIT 3-3

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DESIGN GUIDELINES & DEVELOPMENT RESTRICTIONS

The following Architectural Controls are highlighted to be of importance in the building design phase of the Casa Grande Mercado. These controls are meant to be applied to any development in the project to help insure a uniform standard of quality. They are important not only from an aesthetic viewpoint but from legal and safety viewpoints as well. Additional government regulations may also apply and should be consulted before commencing any design.

1. Easements - No improvements of any kind or nature shall be made or done by any owner or public purchaser, on or in any part of the development within established easements, without the prior approval of the Design Review Committee (hereinafter "Committee").

2. Property Lines are to be verified prior to construction. It is the responsibility of the owner to ensure compliance.

3. Construction Vehicles - No vehicles will be allowed to trespass on adjoining properties without the owner's consent.

4. Portable Restroom Facilities - Must be provided on the construction site during the course of construction. Trailers or motor homes are acceptable substitutes, provided they are always made available to subcontractors. In no case may a trailer, motor home or temporary building be used for habitation.

5. Temporary Fencing - Upon completion of trenching for footings, a temporary chain link fence must be installed around the property lines to contain construction debris and provide safety and theft protection.

6. Construction Dumpster - Upon completion of footings and foundation walls, a construction dumpster, or other suitable container approved by the Committee, must be placed and properly used on the construction site. It must be of sufficient size and quality to contain construction trash and debris.

Lot owners are responsible for any construction material and other debris scattered, by wind or other forces, beyond the boundaries of their property, and should see to it that their own property is kept in an orderly manner during construction.

The contractor and subcontractors shall be advised in this regard, prior to construction, so that there are no misunderstandings. The lot owner will be assessed full labor charges by the Committee should it become necessary to have clean-up performed in the area due to disregard of this requirement.

7. Electrical Service - Electrical power must be provided during the course of construction. Power must be available and used as soon as the first wall is standing. A portable power generator will not meet this requirement.

8. Grading of Lots - Lots must be watered down for dust control purposes before grading. Lots must not be graded until owner is ready to build.

9. Excavation Protection - Excavations more than 30" in depth should be adequately protected by safety barriers when the job site is unattended. Liability for injury or property damage during construction, is entirely that of the individual lot owner. The owner must secure insurance to cover liability during construction.

10. Wind-blown Debris - Items left on the lot during construction which are easily carried by wind should be adequately secured to prevent injury to persons or damage to property (i.g., galvanized metal left on roofs).

11. Driveways - All driveways must be of a solid, paved material. "Interlocking Pavers" or approved alternatives compatible with those used on the Camino Mercado roadway may be used in situations where approved by the Committee.

12. Fences and/or Wall - Design of all walls and fences must comply with any City of Casa Grande regulations. Gates may be wood, metal or other approved material. The use of seconds or gray concrete block for any wall is acceptable only if the wall is painted or stuccoed on both sides. Walls or fences viewed from the street must match the color and texture of the adjoining walls or fences or generally conform to the color and texture of the primary building on the parcel on which the wall or fence will be located. Any decorative perimeter privacy wall installed by the lot owner shall not be removed, altered or painted a color different than the color originally approved by the Committee without prior written approval of the Committee.

The following fencing materials are specifically not permitted:

Plastic

Wood

Bamboo

Corrugated Metal

Chain Link Fence

Parking lot screenwalls shall reflect the architectural character of the buildings. Long, straight, continuous height walls shall be avoided. Wall heights shall undulate as allowable within city guidelines, and surfaces shall be offset to work harmoniously with the berming and landscaping.

13. Exterior Color Scheme - The plans and specifications should also include the detail of the exterior color scheme, including all exterior surfaces and the roof material color. Roofs, and the bulk of the wall surfaces, shall be in a subdued and neutral color range, with specific areas of wall to be accented with brightly festive accent colors. Any future repainting or redecorating of exterior surfaces will also require your submission of a color scheme for Committee approval.

14. Building Rear Elevations - Building rear elevations on all property perimeters shall be treated architecturally with reveals, height variations, wall surface offsets, color/texture variations, and adequate detailing to present a pleasing view from adjacent properties. Long, unbroken lengths of undetailed stuccoed walls shall not be permitted.

15. Roofing Materials - The use of standard asbestos, asphalt, composition or wood shingles is not acceptable. All sloped roofs must be subdued, neutral colors, (blue or green will not be permitted). In flat roof construction, with parapet walls, the parapet must completely surround the roof area. Buildings with built-up roofs must be built-up on all sides.

16. Mechanical Equipment - Mechanical equipment (e.g., air conditioners, etc.) shall not be visible from common areas, streets or adjacent properties. (This does not apply to elevated highway visibility.)

A. When mechanical equipment is ground-mounted, it must be screened by a wall that is of the same finish and texture as the building.

B. When mechanical equipment is roof-mounted, it must be screened from view of the public right of way by a wall or parapet that is an integral part of the building.

17. Solar Units - Solar Units are permitted on flat roofs of the building provided they are approved by the Committee and concealed by screening which is an integral part of the structure of the building. Flat plate collectors will not be considered for approval on any pitched roof of the building.

18. Antennas - No exterior television, radio, or an antenna of any type may be placed, allowed, or maintained upon any lot or parcel without written approval from the Committee. Concealment of antennas will be required where practical. Ham, citizen band or similar antennas shall not be allowed.

19. Amplifiers - No radio, stereo, television, broadcast or loudspeaker unit, and no amplifier of any kind, may be placed upon or outside, or be directed to the outside of, any building without prior written approval from the Committee.

20. Ventilators - Turbine type ventilators are not approved, unless screened.

21. Generators - Out of consideration to neighbors and avoidance of noise pollution, portable generators are not permitted after the first wall is standing.

22. Trash Containers - Trash and garbage containers shall be concealed from view of neighboring or public property except for a reasonable length of time on collection days.

23. Public Improvements

A. Pedestrian Circulation - Pedestrian circulation shall be provided throughout site to form logical patterns between functions, buildings and spaces on site. This shall be separated from vehicular circulation by either a raised or rolled curb or gutter. Handicapped access shall be provided at convenient locations.

B. Street Furniture - Street furniture may consist of such items as benches or seatwalls, trash receptacles, ash urns, bollards, drinking fountains and public telephones. This list is neither inclusive or exclusive of items that may actually be used in the final design. The style, form and color of items used shall be consistent throughout the project and compatible with the architecture.

24. Landscape Guidelines - In order to create an environment sympathetic to the Sonoran Desert, the guidelines herein are encouraged that promote a responsible yet aesthetically pleasing landscape at the Casa Grande Mercado. These guidelines should be used in tandem with applicable City of Casa Grande regulations.

A. The landscape theme along the public right-of-ways and private roadways shall exhibit color, contrast, texture, scale, proportion and a low water using capability. Random, naturalistic groupings of trees shall provide a human scale to the streetscape as well as creating an interesting skyline. A visual anchor for the trees shall be provided by large scale massings of evergreen shrubs and groundcovers that contrast with groupings of colorful, blooming vegetation. Accent plantings, chosen for form and color, shall be situated so as to form focal points as one travels down Florence Boulevard or along internal collectors. Mounds, berming and low decorative walls shall break up flat expanses and add interest.

B. View corridors along Florence Boulevard should provide exposure to the buildings for motorists. These view corridors should be enframed by tree massings that channel views to buildings and signage while camouflaging views to parking lots and service areas. In addition, street corners and driveway entrances should visually open up for safety on ingressing and egressing the Casa Grande Mercado.

C. Developers of individual lots and parcels are encouraged to use vegetative groundcover areas as an alternate to lawns, with placement of them for maximum effect. Groundcover areas immediately adjacent to buildings help to provide a forecourt as well as a visual base for structures. In addition, they provide a cooling micro-climate near entrances or patio areas. The contrast between the oasis effect and the surrounding desert landscape of Florence Boulevard help to highlight the building.

D. An automatic irrigation system is to be provided to any landscape area. This system should feature a drip format or other type of water conservative irrigation system. It should be designed in a competent and professional manner and adhere to commonly accepted practices.

E. Any landscape plans should adhere to City of Casa Grande regulations and any other applicable government standards and regulations.

F. All plant materials should meet American Association of Nurserymen Standards and be in a disease free, acclimated state when planted. Dead plants are to be removed immediately and replaced with healthy specimens. Maintenance shall occur on a regular basis.

G. Any right-of-way planting shall conform to the Arizona Department of Water Resources' Low Water Using Plant List. While on-lot landscaping is not required to conform to this list, future projects are encouraged to choose their plant palette from it. This would not only help to promote

a water conservative environment but provide continuity throughout Casa Grande Mercado.

25. Completion of Construction - Exterior construction must be completed within one year of breaking ground or time period approved by the Committee.

SPECIFIC DESIGN/CONSTRUCTION CONSIDERATIONS

1. Hotel/Business/Restaurant - These uses not only form the "front window" of the Casa Grande Mercado, but will also contribute to the quality development along Florence Boulevard. As a group, these buildings should exhibit compatibility as well as contrast. This oxymoron is achieved through a common theme or style without the buildings being exact images of each other. A southwestern style is proposed because of its adaptability to large as well as small buildings. Through the use of complementary neutral colors, a pronounced first floor and overscaled detailing, a traditional or contemporary interpretation can be achieved and still be compatible. Incorporating a flattened arch motif as in the entry walls and first floor loggias will further tie together the various buildings.

In addition to the buildings themselves, a theme is also exhibited through site amenities and landscaping. By coordinating signage, standard light fixtures and paving texture and color, a human scale is brought to the site that helps to usually link the various buildings together. A common landscape palette between the streetscape and the buildings contributes to a feeling of continuity among the various elements as well.

2. Retail/Commercial - This use forms the core of the Casa Grande Mercado. Whether single or multi-tenant buildings, they should complement each other aesthetically while still allowing for individual identity.

The uses in this group of buildings differs from those along Florence Boulevard buildings. To further continuity, a palette of neutral colors will be adhered to in all developments. The proportioning of any elements shall be in scale with the building, be it large or small. Be adhering to these various design guidelines, a more contemporary interpretation may be developed and still be in compliance with the overall character.

The landscape shall be an integral part of the building development. A setting for the building shall be integrated with any right-of-way landscape to form a cohesive unit rather than separate areas. By utilizing a common plant palette, a flow will be achieved between not only the various buildings but the streetscape as well.

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CASA GRANDE MERCADO
RETAIL DEVELOPMENT
TRAFFIC IMPACT STUDY

By
BOLDUC, SMILEY & ASSOCIATES
5060 North 40th Street, Suite 105
Phoenix, Arizona 85018

January 19, 1990

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1. INTRODUCTION

PURPOSE OF REPORT

The purpose of this report is to evaluate and determine the traffic impacts of a proposed retail development (Casa Grande Mercado) on Florence Boulevard (SR 287) in Casa Grande, Arizona. This study was conducted at the request of the Casa Grande/I-10 Land Partners Joint Venture. The traffic impact study quantifies the transportation impacts of the proposed Casa Grande Mercado under future development conditions.

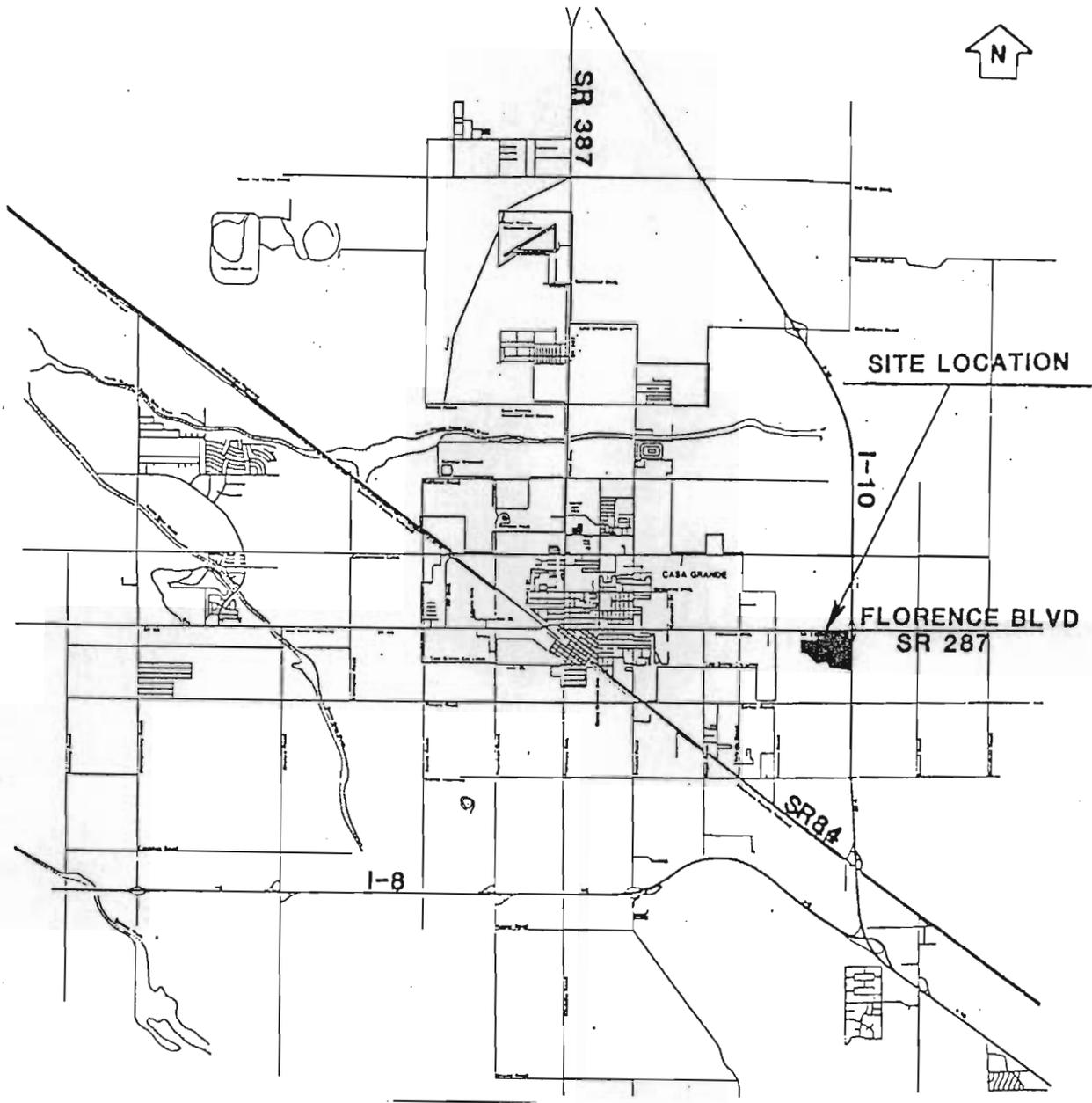
DESCRIPTION OF THE SITE

The study site occupies approximately 67.70 acres (gross) on the southwest corner of the Florence Boulevard and Interstate 10 interchange. The proposed project is a retail development consisting of a mixture of commercial space, hotel, banks, restaurants, convenience store and a service station. A vicinity map is shown on Exhibit 1-1 and a project site plan on Exhibit 1-2.

REPORT FORMAT

This traffic impact study is structured into the following sections.

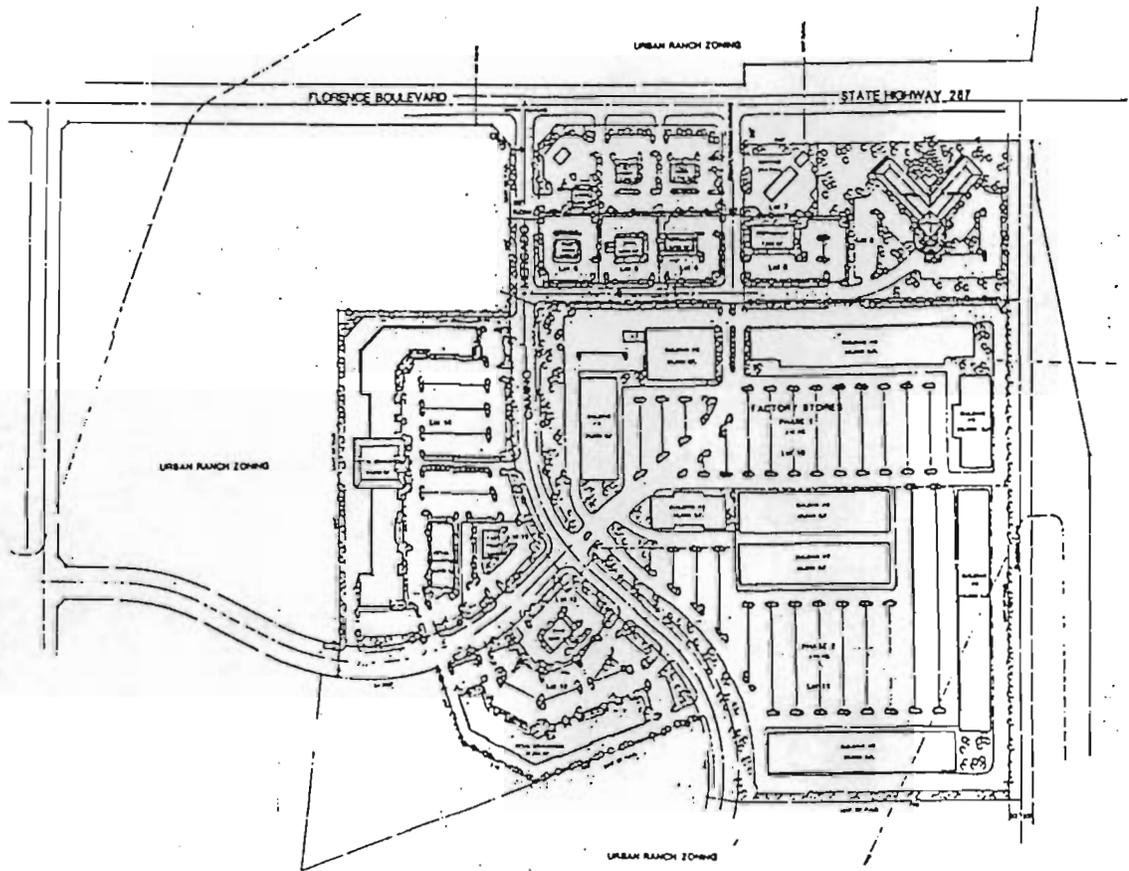
1. INTRODUCTION - Description of the purpose of the study, description of the site, and report format.
2. EXISTING CONDITIONS - Description of future land use, major roadways and traffic volume data.
3. FUTURE CONDITIONS - Description of future land use and major roadways. Discussion of traffic volumes, site trip generation, trip generation and assignment.
4. ANALYSIS - Discussion of signal warrant analysis, capacity analysis of signalized intersections and capacity analysis of unsignalized intersections.
5. SUMMARY AND CONCLUSIONS - Summary of traffic impacts and conclusions.



Bolduc
Smiley &
Associates, Inc.

VICINITY MAP

EXHIBIT 1-1



**Reduc
Smiley &
Associates, Inc.**

SITE PLAN

EXHIBIT 1-2

2. EXISTING CONDITIONS

LAND USE

Currently, the proposed project site is irrigated farm land.

MAJOR ROADWAYS

The study site is adjacent to two major roadways (see Exhibit 1-1): Florence Boulevard (SR 287), and Interstate 10 (I-10). Florence Boulevard is an important east-west roadway in central Pinal County. Florence Boulevard extends from the City of Casa Grande east to the I-10 Corridor and State Highway 87. Florence Boulevard is both a minor arterial roadway for the City of Casa Grande and a state route in the Arizona State Highway System. In the vicinity of the project site Florence Boulevard has been constructed to a width of 68 feet and provides a five lane roadway. The roadway tapers to a width of 62 feet and three travel lanes at the freeway interchange.

The I-10 Freeway ramps are all single lane facilities with STOP control at the off-ramp terminal intersections.

TRAFFIC VOLUMES

Existing daily traffic volume data for the study area roadway (1988 reporting year) were obtained from the City of Casa Grande's Master Thoroughfare Plan and Transportation Study. These data are summarized below:

<u>Location</u>	<u>ADT Volume</u>
Florence Boulevard (SR 287)	7,200

3. FUTURE CONDITIONS

LAND USE

The proposed project includes a retail center, hotel and ten separate PADs. The PADs include four fast food restaurants, two conventional restaurants, two banks, convenience store and a service station. The planned development provides 446,000 gross square feet of retail area, 35,150 gross square feet in the PADs, plus a 100 room hotel. Land use for the completed project site will be as shown in Exhibit 3-1.

Exhibit 3-1

BUILD-OUT LAND USE CONDITIONS
CASA GRANDE MERCADO

<u>Description</u>	<u>Amount</u>
Hotel	100 rooms
Retail	446,000 GSF
Restaurant	3,700 GSF
Restaurant	7,200 GSF
Fast Food Restaurant	3,000 GSF
Fast Food Restaurant	3,000 GSF
Fast Food Restaurant	3,500 GSF
Fast Food Restaurant	3,750 GSF
Bank	4,000 GSF
Bank	4,000 GSF
Convenience Store	3,000 GSF

MAJOR ROADWAYS

The City of Casa Grande's Master Thoroughfare Plan and Transportation Study indicates no major roadway changes adjacent to the project site. The Master Thoroughfare Plan and Transportation Study indicates that Florence Boulevard will eventually be developed as a six lane roadway with a left turn lane.

TRAFFIC VOLUMES

Future traffic volumes for the study area roadways are based upon traffic forecasts developed in the City of Casa Grande's Master Thoroughfare Plan and Transportation Study. Future Year 2005 forecasts indicate that Florence Boulevard (SR287) is expected to accommodate 9,000 vehicles per day by the Year 2005. This increase represents a growth rate (1988 to 2005) of approximately 1.3 percent per year.

It is assumed that the peak hour travel demand on Florence Boulevard will be 8% of the daily volume and the directional trip distribution will be 60%/40%, the forecast peak hour conditions will be 430 vehicles eastbound and 290 westbound.

SITE TRIP GENERATION

Site trip generation for the future land use development was determined with the Institute of Transportation Engineers (ITE) publication titled Trip Generation, 4th Edition, 1985 (ITE Trip Generation Handbook). Exhibit 3-2 shows the land use categories and trip rates for the project's land uses. Exhibit 3-3 illustrates the forecast number of project generated vehicle trips.

These data show that the total project can be expected to generate approximately 36,837 daily vehicle trips. This equates to 974 and 2,870 vehicle trips during the AM and PM peak hours, respectively. Exhibit 3-2 illustrates the hourly and daily vehicle trip volume for each of the parcels.

Multi-use projects generate fewer external vehicular trips because of the internal matching of trip ends. A retail customer may, for example, also stop for lunch or buy gasoline. Trip interaction is the term for the number of trips which are multi-purpose and are attracted to more than one parcel on the project site. A typical trips interaction rate could be as low as 15% of the total. However, the project site has a large number of individual PAD sites and includes several restaurants, a convenience store, banks, etc. and a higher rate appears to be reasonable for the project site. The ITE Trip Generation handbook provides information on single purpose trip ratios for various land uses. For example, a survey showed that only 73% of small shop customers, 81% of restaurants and 90% of bank customers reported making single purpose trips. A weighted average for the Casa Grande Mercado land uses supports a higher trip interaction rate and a 24 percent rate was used in this

analysis. The remaining 76% of the project trips were assumed to be external trips and were added to the roadway traffic volumes. Exhibit 3-4 illustrates the total trip generation, the calculated trip interaction and the forecast net site trip generation. As described, the net project trip generation is expected to be 27,996 daily vehicle trips, with 740 and 2,181 vehicle trips generated during the AM and PM peak hours, respectively.

Some of the project generated trips would have been generated by the land uses assumed under the City of Casa Grande's Master Thoroughfare and Transportation Study. The City's Plan identifies the project site as a mixture of highway commercial and medium density residential housing. Exhibit 3-2 and 3-3 illustrate the trip rates and number of trips assumed for under the Master Plan land use. The Master Plan land use would have generated 27,600 daily vehicle trips or 1,230 and 3,000 trips during the AM and PM peak hours, respectively. The net change in site trips (Exhibit 3-3) is approximately 9,237 additional daily trips but 256 and 130 fewer trips during the AM and PM peak hours, respectively.

TRIP DISTRIBUTION AND ASSIGNMENT

The trip distribution procedure determines the general pattern of travel to and from the project site. On the basis of the future land use conditions and current traffic patterns the project generated trips were distributed as follows:

<u>Percent of Daily Trips</u>	<u>Directional Distribution</u>
44	northbound I-10
<u>23</u>	southbound I-10
67	eastbound Florence Boulevard
33	westbound Florence Boulevard
<hr style="width: 50%; margin: 0 auto;"/> 100	<hr style="width: 50%; margin: 0 auto;"/> Total

The trip assignment procedure determines the actual travel paths used by drivers to reach the general distribution outlined above. The project generated trips were assigned in a manner consistent with the overall trip distribution defined above. Exhibit 3-5 illustrates the overall distribution of vehicle trips and identifies the PM Peak Hour volume of project generated trips under future conditions. Exhibit 3-6 shows the pattern of average daily traffic volumes generated by the project site.

TRIP RATES

Land Use	ITE Code	Units/ Trips	Average Weekday	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Hotel	310	Rooms	8.70	0.32	0.28	0.60	0.52	0.30	0.82
Specialty Retail	814	GSP	40.68	0.48	0.48	0.96	1.71	1.71	3.42
Shopping Center	820	GSP	43.00	0.50	0.50	1.00	1.77	1.77	3.54
Quality Restaurant	831	GSP	95.62	0.82	0.09	0.91	5.00	2.25	7.25
Quality Restaurant	831	GSP	95.62	0.82	0.09	0.91	5.00	2.25	7.25
Fast Food Restaurant	833	GSP	777.28	7.67	6.28	13.95	27.56	24.44	52.00
Fast Food Restaurant	833	GSP	777.28	7.67	6.28	13.95	27.56	24.44	52.00
Fast Food Restaurant	833	GSP	777.28	7.67	6.28	13.95	27.56	24.44	52.00
Fast Food Restaurant	833	GSP	777.28	7.67	6.28	13.95	27.56	24.44	52.00
Service Station	844	Each	748.00	10.50	10.50	21.00	12.50	12.50	25.00
Convenience Market	851	GSP	887.00	33.80	33.80	67.60	35.56	35.56	71.12
Bank	912	GSP	291.11	3.86	2.91	6.77	13.37	13.91	27.28
Bank	912	GSP	291.11	3.86	2.91	6.77	13.37	13.91	27.28
Residential Housing	270	Unit	10.06	0.20	0.55	0.75	0.63	0.37	1.01
Strip Commercial	820	Acre	1200.00	28.80	19.20	48.00	66.00	66.00	132.00

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& Smiley
& Associates, Inc.**

FUTURE LAND USE CONDITION TRIP RATES

EXHIBIT 3-2

NUMBER OF TRIPS

Land Use	Number of Units		Average Weekday	AM Peak Hour			PM Peak Hour			Percent of ADT Total
	Units	Units		In	Out	Total	In	Out	Total	
Hotel	100	Rooms	870	32	28	60	52	30	82	2.4%
Specialty Retail	126	1000 GSF	5126	60	60	120	215	215	430	13.9%
Shopping Center	320	1000 GSF	13762	160	160	320	566	566	1132	37.4%
Quality Restaurant	3.70	1000 GSF	354	3	0	3	19	8	27	1.0%
Quality Restaurant	7.20	1000 GSF	688	6	1	7	36	16	52	1.9%
Fast Food Restaurant	3.50	1000 GSF	2720	27	22	49	96	86	182	7.4%
Fast Food Restaurant	3.00	1000 GSF	2332	23	19	42	83	73	156	6.3%
Fast Food Restaurant	3.00	1000 GSF	2332	23	19	42	83	73	156	6.3%
Fast Food Restaurant	3.75	1000 GSF	2915	29	24	53	103	92	195	7.9%
Service Station	1	Each	748	11	11	22	13	13	26	2.0%
Convenience Market	3.00	1000 GSF	2661	101	101	202	107	107	214	7.2%
Bank	4.00	1000 GSF	1164	15	12	27	53	56	109	3.2%
Bank	4.00	1000 GSF	1164	15	12	27	53	56	109	3.2%
Total Proposed Project			36837	505	469	974	1479	1391	2870	100.0%
Residential Housing	358	Unit	3600	73	197	270	227	133	360	
Strip Commercial	20	Acre	24000	576	384	960	1320	1320	2640	
Total City Plan			27600	649	581	1230	1547	1453	3000	
Difference (Proposed less City's Plan)			9237	-144	-112	-256	-68	-62	-130	

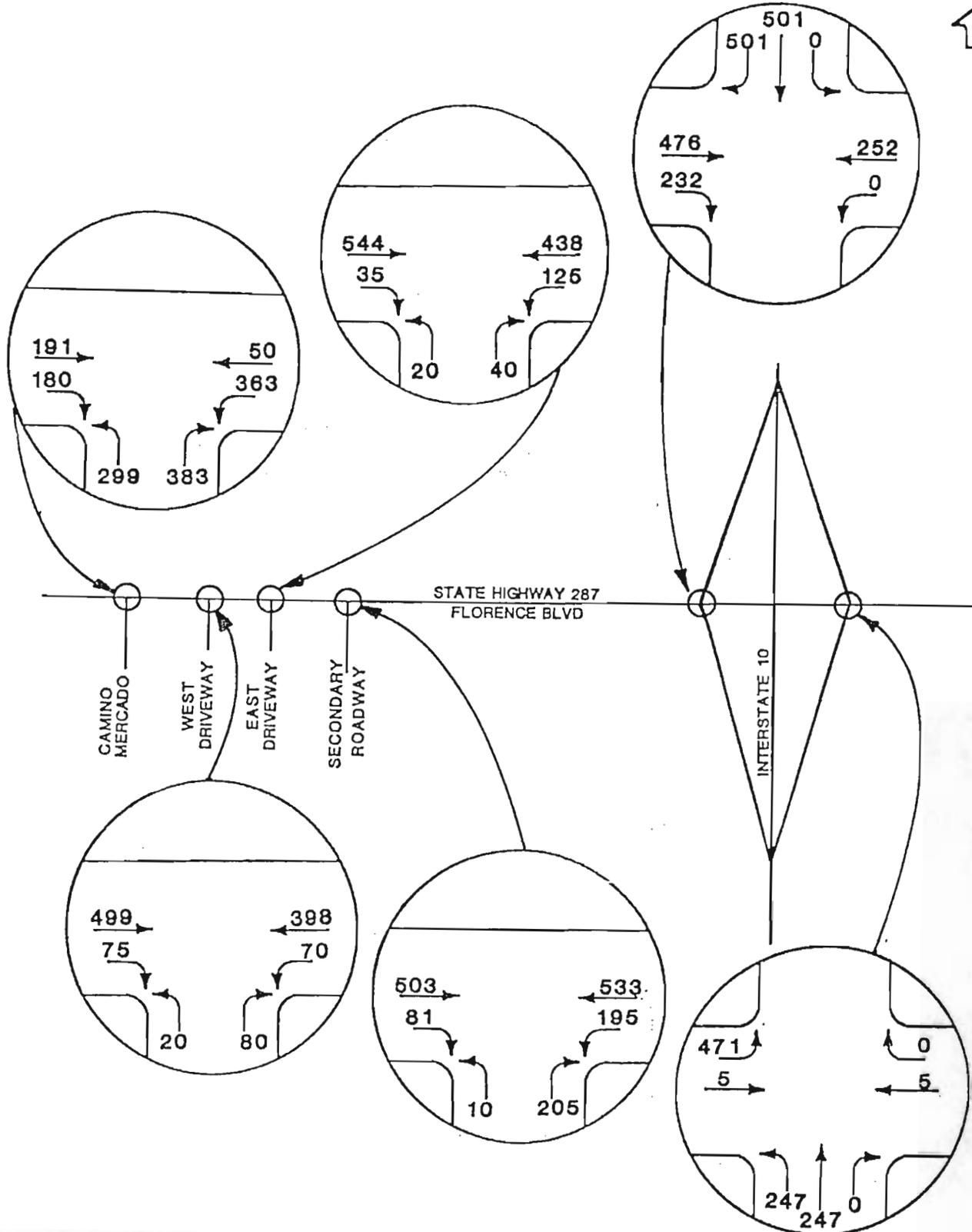
Bolduc
Smiley &
Associates, Inc.

FUTURE LAND USE CONDITION NUMBER OF TRIPS

EXHIBIT 3-3

NUMBER OF TRIPS

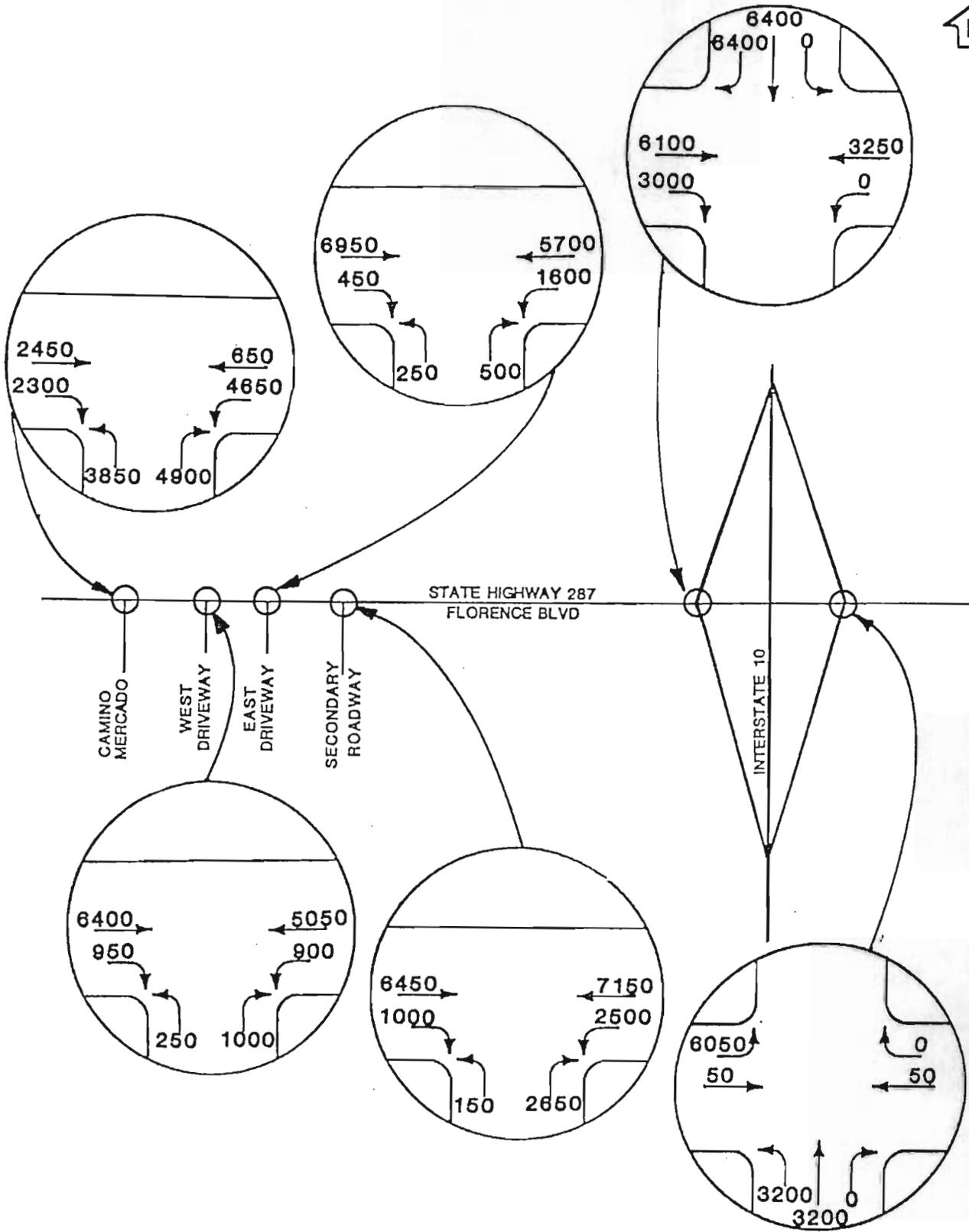
Land Use	Number of Units	Units	Average Weekday	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Hotel	100	Rooms	870	32	28	60	52	30	82
Specialty Retail	126	GSP	5126	60	60	120	215	215	430
Shopping Center	320	GSP	13762	160	160	320	566	566	1132
Quality Restaurant	4	GSP	354	3	0	3	19	8	27
Quality Restaurant	7	GSP	688	6	1	7	36	16	52
Fast Food Restaurant	4	GSP	2720	27	22	49	96	86	182
Fast Food Restaurant	3	GSP	2332	23	19	42	83	73	156
Fast Food Restaurant	3	GSP	2332	23	19	42	83	73	156
Fast Food Restaurant	4	GSP	2915	29	24	53	103	92	195
Service Station	1	Each	748	11	11	22	13	13	26
Convenience Market	3	GSP	2661	101	101	202	107	107	214
Bank	4	GSP	1164	15	12	27	53	56	109
Bank	4	GSP	1164	15	12	27	53	56	109
Total New Plan	582		36837	505	469	974	1479	1391	2870
Reduction for Internal Trips		24%	8841	121	113	234	355	334	689
Total Site Trip Generation			27996	384	356	740	1124	1057	2181



**Bolduc
Milley &
Associates, Inc.**

**PROJECT TRAFFIC VOLUMES
PM PEAK HOUR**

EXHIBIT 3-5



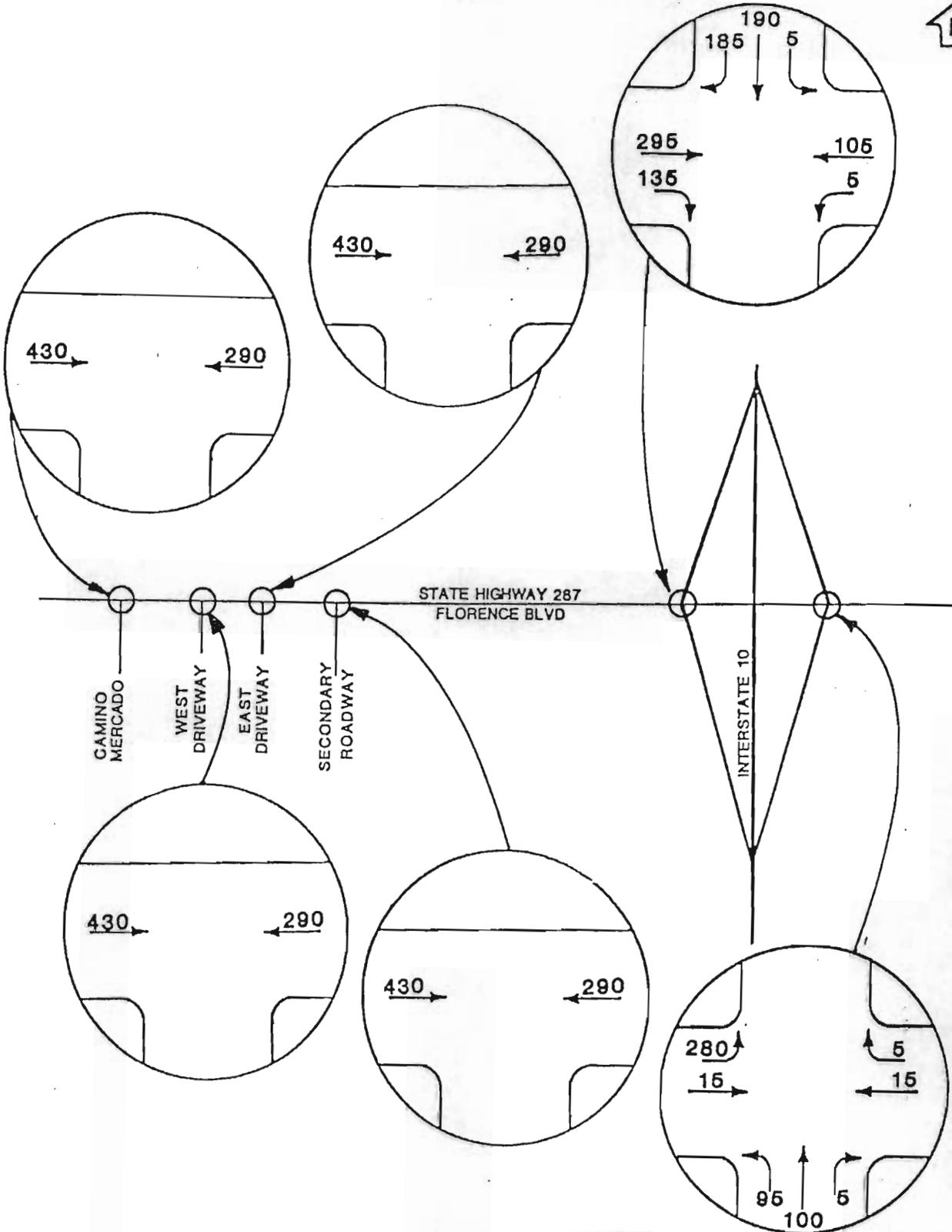
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Smith &
Associates, Inc.**

**PROJECT TRAFFIC VOLUMES
ADT CONDITIONS**

EXHIBIT 3-6

Exhibit 3-7 illustrates the "Future (2005) Traffic Volumes" for the study area roadways. These volumes represent the PM Peak Hour forecast for the study area without the Casa Grande Mercado Development plan. This volume forecast was based upon the previously discussed forecast of 9,000 vehicles per day, an 8% peak hour ratio and a 60/40 directional split.

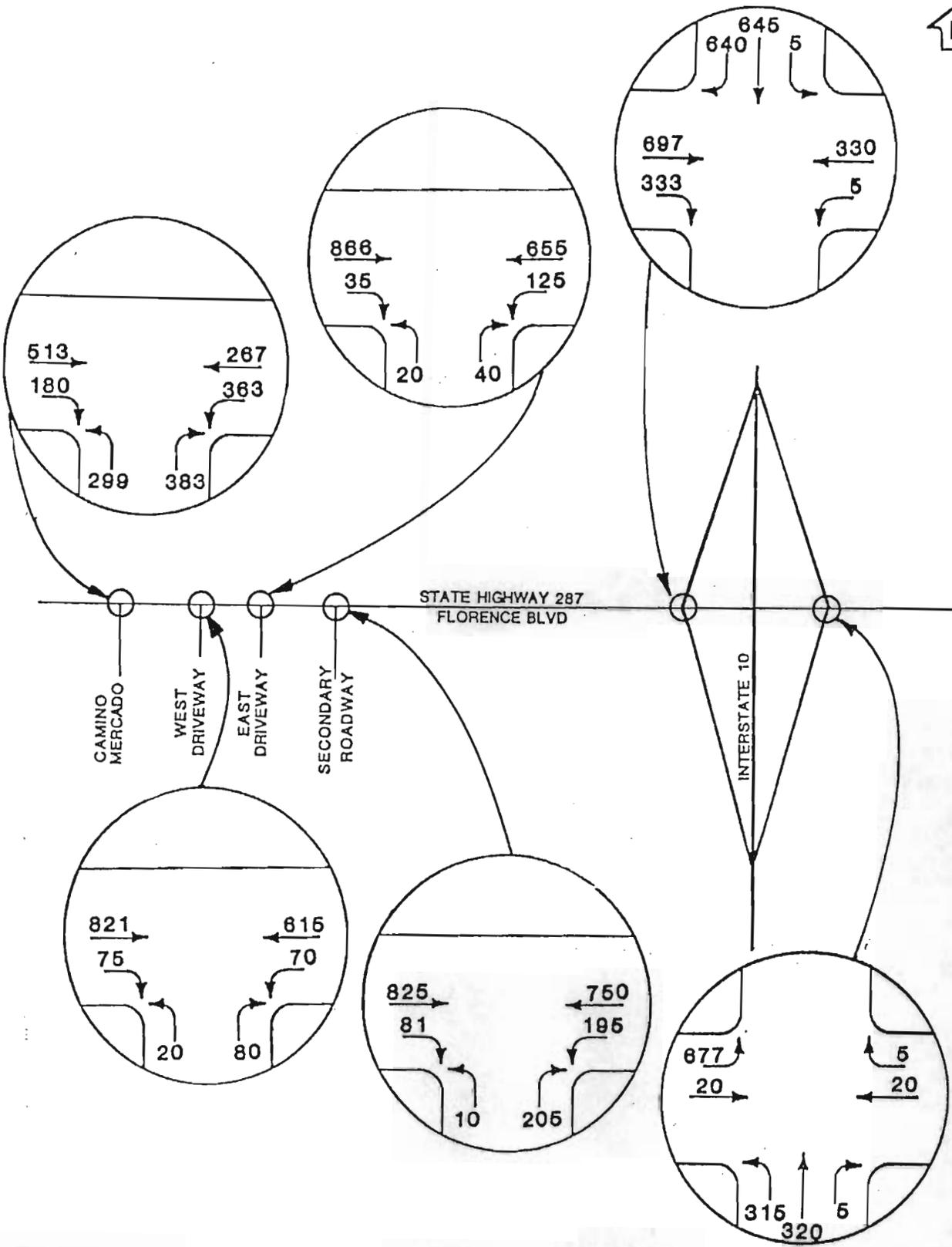
As described in the ITE Trip Generation handbook, many of the future traffic volume vehicles (Exhibit 3-7) will divert into the proposed project. These pass-by trips will reduce the vehicle trips below the sum of the future traffic volume and the project traffic volumes. Because of the number of PAD's in the proposed site a percentage of 25% pass-by trips was used in this analysis. Exhibit 3-8 illustrates the expected "Future Plus Project Traffic Volumes." These volumes represent the PM Peak Hour forecast for the study area after the Casa Grande Mercado development plan is complete.



Baldwin & Associates, Inc.

**FUTURE (2005) TRAFFIC VOLUMES
PM PEAK HOUR**

EXHIBIT 3-7



**FUTURE (2005) PLUS PROJECT TRAFFIC VOLUMES
PM PEAK HOUR**

**Bolduc
Smith &
Associates, Inc.**

EXHIBIT 3-8

4. ANALYSIS

SIGNAL WARRANT ANALYSIS

A signal warrant analysis was performed to determine if a traffic signal is warranted with the addition of the site generated traffic volumes (under full build-out conditions). Signal warrants were evaluated for the intersection of Florence Boulevard with Camino Mercado. Although the eventual development of the area south of the project site may attract additional traffic to Camino Mercado, only the project traffic volumes were used in this analysis. The results of the signal warrant analysis are shown in Exhibit 4-1. A copy of the traffic signal warrant work sheet is included in the Appendix.

The data show that the project trips alone are sufficient to meet Warrant 1: Minimum Vehicular Volume and Warrant 2: Interruption of Continuous Traffic. Based upon these data, a traffic signal appears to be warranted at the intersection of Florence Boulevard with Camino Mercado.

EXHIBIT 4-1

SIGNAL WARRANT ANALYSIS

Higher Volume Minor Street Approach

	<u>Criteria</u>	<u>Hourly Approach Volume</u>	
	<u>@ 70%</u>	<u>Highest</u>	<u>8th Highest</u>
Florence Boulevard/ Camino Mercado			
<u>Warrant 1</u>	140	725	538 *
<u>Warrant 2</u>	70	725	538 *

* Indicates that this warrant is met.

A traffic signal should be considered for installation only after the following criteria are met.

1. When the center is constructed and fully built out, a traffic study should be performed to measure traffic volumes, directional distribution, accident data, driver delay, etc. A signal should be built when this engineering study shows that the signal is justified.
2. The Arizona Department of Transportation (ADOT) Policy, Guidelines and Procedures (PGP-4C-2-1, April, 1987) indicates that an engineering study for a traffic signal should include a comprehensive investigation of traffic conditions. This engineering study should take into account all relevant factors and not just the signal warrants alone. A location that meets the signal warrants does not necessarily mean that a signal is justified. The engineering study identified in this PGP should consider actual field data, traffic volumes, actual delay, accidents, and capacity.
3. The Manual on Uniform Traffic Control Devices (1988) supports the same position that "the satisfaction of a warrant or warrants is not in itself justification for a signal". The Manual recommends a full engineering study to determine if the signal will improve overall safety or operation. "If the requirements are not met, a traffic signal should neither be put into operation nor continued in operation (if already installed)".
4. The forecast traffic conditions are based upon assumed trip volumes and distribution. Variations in either the volume of trips or a distribution with a more westward orientation could change the result of the signal warrant analysis.
5. The signed speed limit on Florence Boulevard has a major impact upon the decision criteria used in the signal warrant analysis. The future speed limit will probably decrease as the area continues to develop and traffic volumes increase.

CAPACITY ANALYSIS - SIGNALIZED INTERSECTIONS

The capacity analyses for signalized intersections were performed using a technique that is included in the 1985 Highway Capacity Manual. The Planning Application Method was used rather than the operations application because the details of future signalization are not known. The Planning Application provides a basic assessment of whether or not capacity is likely to be exceeded for a given set of demand volumes and geometrics. Combinations of critical lane volumes are identified by considering conflicting movements. For a north-south street, critical conflicts are the northbound left-turn movement with the southbound through movement and the southbound left-turn movement with the northbound through movement. The critical volume for the north-south street is the largest of these two conflicting critical movements. The critical volume for the east-west street is determined using the same method. The total critical volume for the intersection is the sum of the critical volumes for the north-south and east-west streets. The critical volume for the intersection is compared to the criteria in the following table:

<u>Critical Volume for Intersection, VPH</u>	<u>Relationship to Probable Capacity</u>
0 to 1,200	Under Capacity
1,201 to 1,400	Near Capacity
Over 1,400	Over Capacity

Because capacity cannot be precisely defined when signal design and the details of geometric and traffic conditions are not fully defined, the results of the planning analysis are general determinations of the probable traffic conditions at the intersection. The limits of the probable capacity are lower than the limits of the theoretical capacity, allowing some margin of safety in the forecast conditions.

Exhibit 4-2 indicates the assumed roadway geometry for three intersections that are likely to be signalized within the study area. Exhibit 4-3 illustrates the calculated Level of Service under "Future Plus Project" traffic conditions.

A summary of the signalized intersection capacity analysis is provided in Exhibit 3-8. The data show that each of the study intersections is forecast to operate at acceptable "Under Capacity" conditions with "Future Plus Project" traffic. No additional improvements are warranted by the forecast project traffic volumes. All capacity analysis computations are included in the Appendix.

EXHIBIT 4-2
ASSUMED INTERSECTION GEOMETRY

<u>Intersection</u>	<u>Lane Uses</u>
Florence Boulevard/ Camino Mercado Northbound	two left turn single right turn
Eastbound	two through shared through and right turn
Westbound	single left turn three through
Florence Boulevard/ West Freeway Ramp Terminal Southbound	shared left and through single right turn
Eastbound	single through shared through and right
Westbound	single left two through
Florence Boulevard/ East Freeway Ramp Terminal Northbound	shared left and through single right turn
Eastbound	single left two through
Westbound	single through shared through and right

EXHIBIT 4-3
CAPACITY ANALYSIS SUMMARY FOR SIGNALIZED INTERSECTIONS
PM PEAK HOUR CONDITIONS

<u>Intersection</u>	<u>Condition</u>	<u>Level of Service</u>
Florence Boulevard/ Camino Mercado	2005	Under Capacity
Florence Boulevard/ West Ramp Terminal	2005	Under Capacity
Florence Boulevard/ East Ramp Terminal	2005	Under Capacity

CAPACITY ANALYSIS - UNSIGNALIZED INTERSECTIONS

This analysis assumes that the secondary shopping center access intersections will be STOP sign controlled on the minor approach (northbound) and will operate as unsignalized intersections. The capacity analyses for the unsignalized intersections was performed using the method described in Chapter 10 of the 1985 Highway Capacity Manual. The procedure is based on the use of gaps in the major traffic stream by vehicles crossing or turning through that stream. In the analysis procedure, critical gaps in the stream are determined based on the conflicting volume and the type of maneuvers. The availability of such gaps then regulates the number of possible movements. The actual turning or through movement count is then deducted from the possible number of movements, resulting in the reserve capacity.

Level of Service refers to a scale that measures the quality of flow on a roadway network. At an unsignalized intersection the level of service is measured by the number of opportunities that a driver has to enter the major roadway. The level of service is calculated by subtracting the number of vehicles attempting to enter traffic from the total number of opportunities. This difference is called the reserve capacity of the intersection. The highest reserve capacity represents the highest quality of flow and many more opportunities than vehicles. The lowest reserve capacity represents an equal number of opportunities and vehicles.

Exhibit 4-4 illustrates intersection level of service for various reserve capacities. As shown Level of Service A represents the highest quality flow and the highest reserve capacity of over 400 passenger cars per hour. Level of Service E represents a lower quality of flow, a reserve capacity less than 100 vehicles per hour and relatively few opportunities for additional vehicles entering the roadway.

When Level of Service E or F occurs, traffic usually adjusts their routes to reduce delay. For example, when 2-4 vehicles are queued waiting to make a left turn from a driveway or minor street, additional vehicles wanting to make the same left turn typically will seek out and use alternative routes. The most common alternative to excessive delays when making a left turn (from a stopped condition, onto a major street), is to turn right and either make a U-turn or use another route. It is definitely not unusual for drivers to accept some additional travel distance if they can reduce stopped delay.

EXHIBIT 4-4

LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS

RESERVE CAPACITY (PCPH)	LEVEL OF SERVICE
400	A
300-399	B
200-299	C
100-199	D
0-99	E
*	F

*When demand volume exceeds the capacity of the lane, delays will be encountered with queuing.

As a result of drivers constant search for the shortest or quickest route, traffic assignment predictions and capacity analysis are usually only meaningful as general indicators of level of service and delay. For example, the unsignalized intersection procedure does not adjust or correct the predicted capacity of left turns onto streets for the influence of upstream traffic signals. Although the procedure may predict a very low number of possible left turn movements, typical volumes observed range from 50-100 vehicles per hour even when turning left onto high volume arterials.

The capacity analysis results for the Future 2005 conditions are summarized in Exhibit 4-5. The analysis was based upon the assumption that each of the unsignalized intersections would have a two lane approach for northbound travel. Two lanes allow separate left and right turn lanes.

It is important to note that the capacity analyses performed herein are representative of the average conditions that could be expected during the peak or worst hour. They do not represent the average conditions throughout the day. The other 23 hours typically operate at a higher level of service.

The data shows that the westbound left turns from Florence Boulevard operate at a low but acceptable level of service. There is additional capacity at the signalized Camino Mercado intersection.

For the minor roadway approaches it is only the northbound left turns which are subject to any significant delay. These volumes are generally low (i.e. less than 25 vehicles) and no roadway improvements are warranted.

EXHIBIT 4-5

CAPACITY ANALYSIS RESULTS FOR UNSIGNALIZED INTERSECTIONS
FUTURE (2005) PLUS PROJECT CONDITIONS

<u>Intersection</u>	<u>Maneuver</u>	<u>PM Peak Hour Level of Service</u>
Florence Boulevard /Secondary Site Access	Left from the driveway	E
	Right from the driveway	A
	Left from Florence Boulevard	D
Florence Boulevard /Eastern Driveway	Left from the driveway	D
	Right from the driveway	A
	Left from Florence Boulevard	C
Florence Boulevard/ Western Driveway	Left from the driveway	E
	Right from the driveway	A
	Left from Florence Boulevard	C

DRIVEWAY SPACING

Driveway spacing is always a concern on the major roadways. Driveways increase conflict which affects operation and the level of service along a roadway.

The City of Casa Grande's Master Thoroughfare Plan identifies the study section of Florence Boulevard as a minor arterial (Figure 8-1, page 8-3). The City of Casa Grande's Master Thoroughfare Plan and Transportation Study provides access control guidelines for local roadways. The City's standards are based upon Guidelines for Control of Direct Access to Arterial Highways by the Federal Highways Administration (1984).

The recommended minimum driveway spacing for minor arterial roadways adjacent to commercial land uses is 150 feet (center-line to center-line). The following table (Exhibit 4-6) identifies driveway spacing and compares the site plan distances to the recommended minimum standard.

EXHIBIT 4-6

SITE PLAN DRIVEWAY SPACING
DESIGN DISTANCES AND MINIMUM SPACING CRITERIA

<u>Location</u>	<u>Observed Distance</u>	<u>Minimum Distance</u>	<u>Minimum Met?</u>
Camino Mercado to West Driveway	205 ft	150 ft	YES
West Driveway to East Driveway	170 ft	150 ft	YES
East Driveway to Secondary Roadway	200 ft	150 ft	YES

These data indicate that the recommended minimum driveway spacing is met for the planned driveway locations.

5. SUMMARY AND CONCLUSIONS

The purpose of this report was to present a traffic analysis study for the proposed Casa Grande Mercado development. The project site is located on the south side of Florence Boulevard (SR 287) immediately west of the Interstate 10 interchange. The project is a 472,000 square foot retail development. The site plan includes ten different PAD sites plus a hotel.

The total trip production for the project is expected to be 36,837 daily vehicle trips with approximately 974 and 2,870 vehicle trips during the AM and PM peak hours, respectively. Approximately 24% of the total trip generation was assumed to be multi-purpose trips. The remaining trips are the net site trip generation. The net trip production for the project is expected to be 27,996 daily vehicle trips with approximately 740 and 2,181 vehicle trips during the AM and PM peak hours, respectively.

- o Signal warrant analysis indicates that a traffic signal can be anticipated for the intersection of Florence Boulevard with Camino Mercado, the main site roadway.

Any new construction at the Florence Boulevard/Camino Mercado intersection should include the necessary conduit and pull boxes for future signal installation.

- o Capacity analyses indicate that the Florence Boulevard intersections with Camino Mercado (main site entrance) and the freeway ramp terminals are all expected to operate at an "Under Capacity" condition with "Future Plus Project" traffic volume conditions.
- o With the assumption of a signalized intersection at Camino Mercado, the unsignalized intersections at the secondary site roadway was found to provide acceptable operating conditions with "Future Plus Project" traffic volume conditions.
- o The site plan provides two site driveways serving the PAD developments on the north side of the project. The purpose of these driveways is to provide direct access to the PADs. Trip assignment shows that the volumes at these driveways are relatively low and that an acceptable level of service will be attained with STOP control only on the minor northbound approaches.

- o Driveway spacing on the proposed site plan is between 170 and 205 feet. National guidelines and the City of Casa Grande's driveway spacing criteria specify a minimum spacing of 150 feet. The two site driveways have adequate spacing to meet both the National and the City of Casa Grande design criteria.
- o The traffic volume data indicate that a deceleration lane is needed for eastbound traffic on Florence Boulevard at the Camino Mercado and Secondary Roadway intersections. The traffic volume data do not indicate that an acceleration lane is needed at these two intersections.

APPENDIX

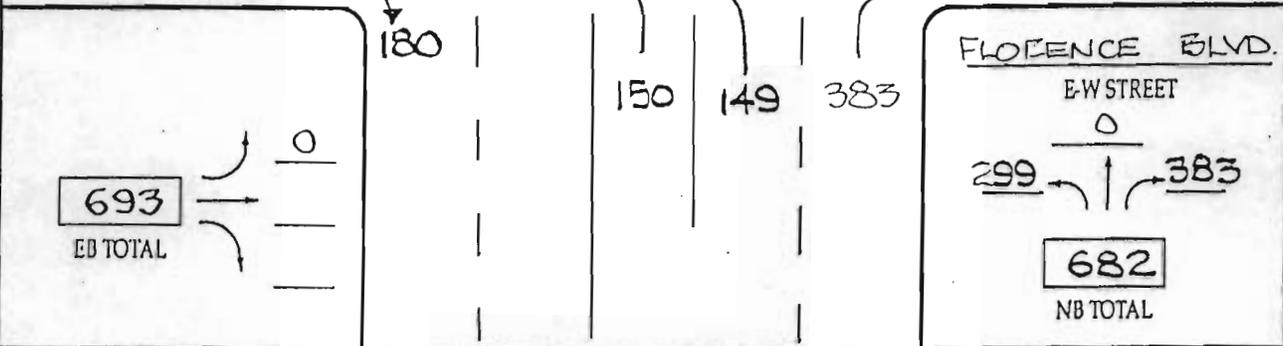
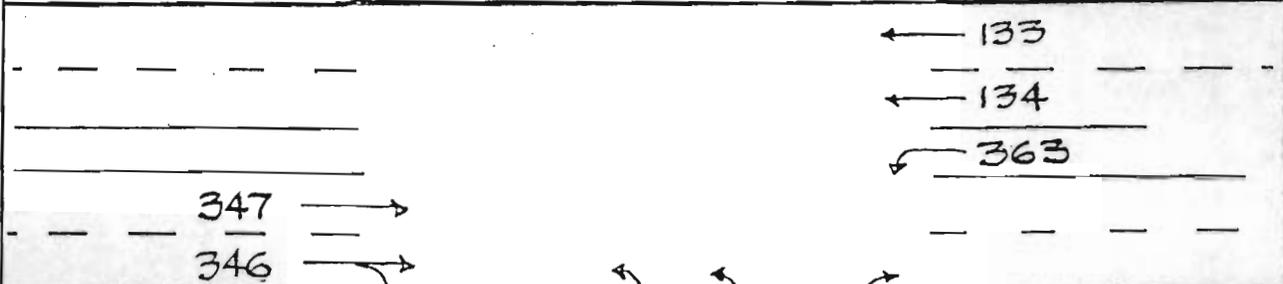
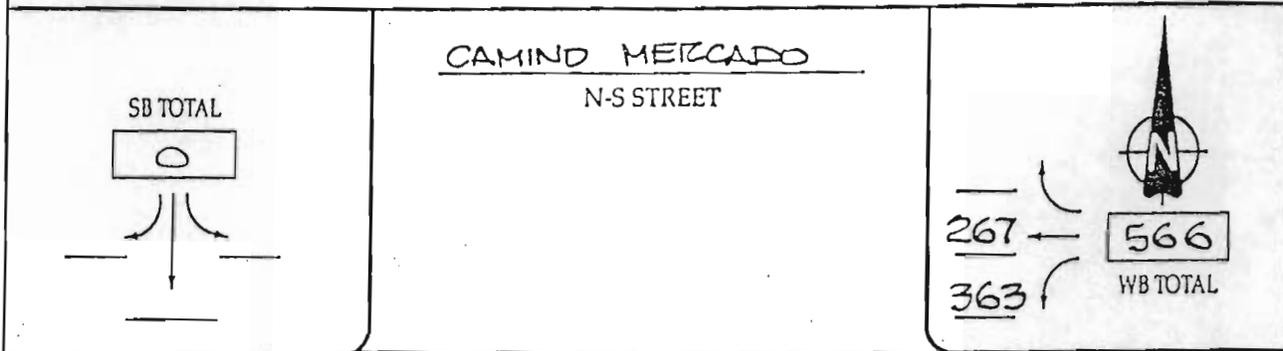
1. Traffic Signal Warrant Analysis
2. Signalized Intersection Capacity Analysis Worksheet
 - o Florence Boulevard/Camino Mercado
 - o Florence Boulevard/West Freeway Ramp Terminal
 - o Florence Boulevard/East Freeway Ramp Terminal
3. Unsignalized Intersection Capacity Analysis
 - o Florence Boulevard/Secondary Roadway
 - o Florence Boulevard/Eastern Driveway
 - o Florence Boulevard/Western Driveway

PLANNING APPLICATION WORKSHEET

Intersection: FLORENCE BLVD & CAMINO MERCADO Date: FUTURE + PROJECT

Analyst: D. HARMON Time Period Analyzed: PM PEAK HOUR

Project No. 89299 City/State: CASA GRANDE



EB LT	=	<u>0</u>
WB TH	=	<u>134</u>
WB LT	=	<u>363</u>
EB TH	=	<u>347</u>
} OR		
		<u>710</u>

NB LT	=	<u>150</u>
SB TH	=	<u>0</u>
SB LT	=	<u>0</u>
NB TH	=	<u>0</u>
} OR		
		<u>0</u>

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

710 + 150 = 860 STATUS? UNDER

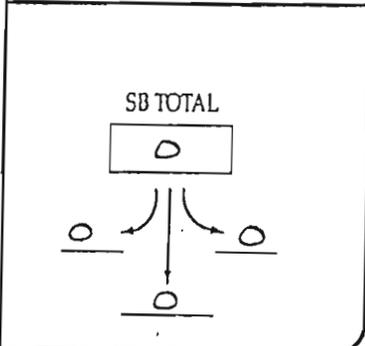
E-W CRITICAL N-S CRITICAL

PLANNING APPLICATION WORKSHEET

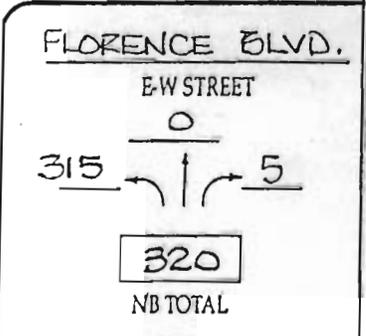
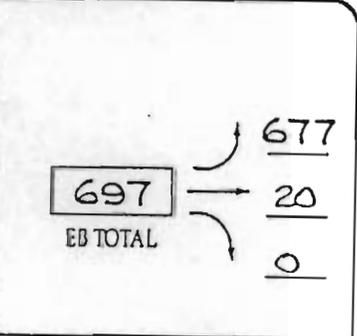
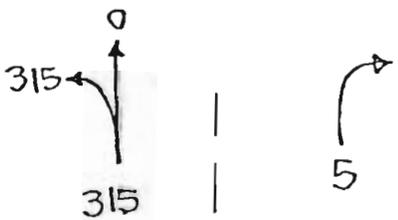
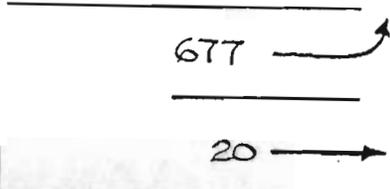
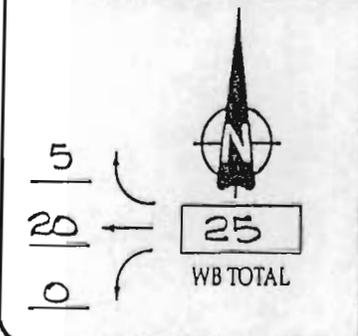
Intersection: FLORENCE BLVD & I-10 Date: FUTURE + PROJECT

Analyst: D. HAZMON Time Period Analyzed: PM PEAK HOUR

Project No. 89299 City/State: CASA GRANDE



I-10 EAST RAMP
N-S STREET



EB LT	=	<u>677</u>	
WB TH	=	<u>20</u>	
WB LT	=	<u>0</u>	} OR
EB TH	=	<u>20</u>	
		<u>697</u>	

NB LT	=	<u>315</u>	
SB TH	=	<u>0</u>	
SB LT	=	<u>0</u>	} OR
NB TH	=	<u>0</u>	
		<u>315</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

697 + 315 = 1012 STATUS? UNDER

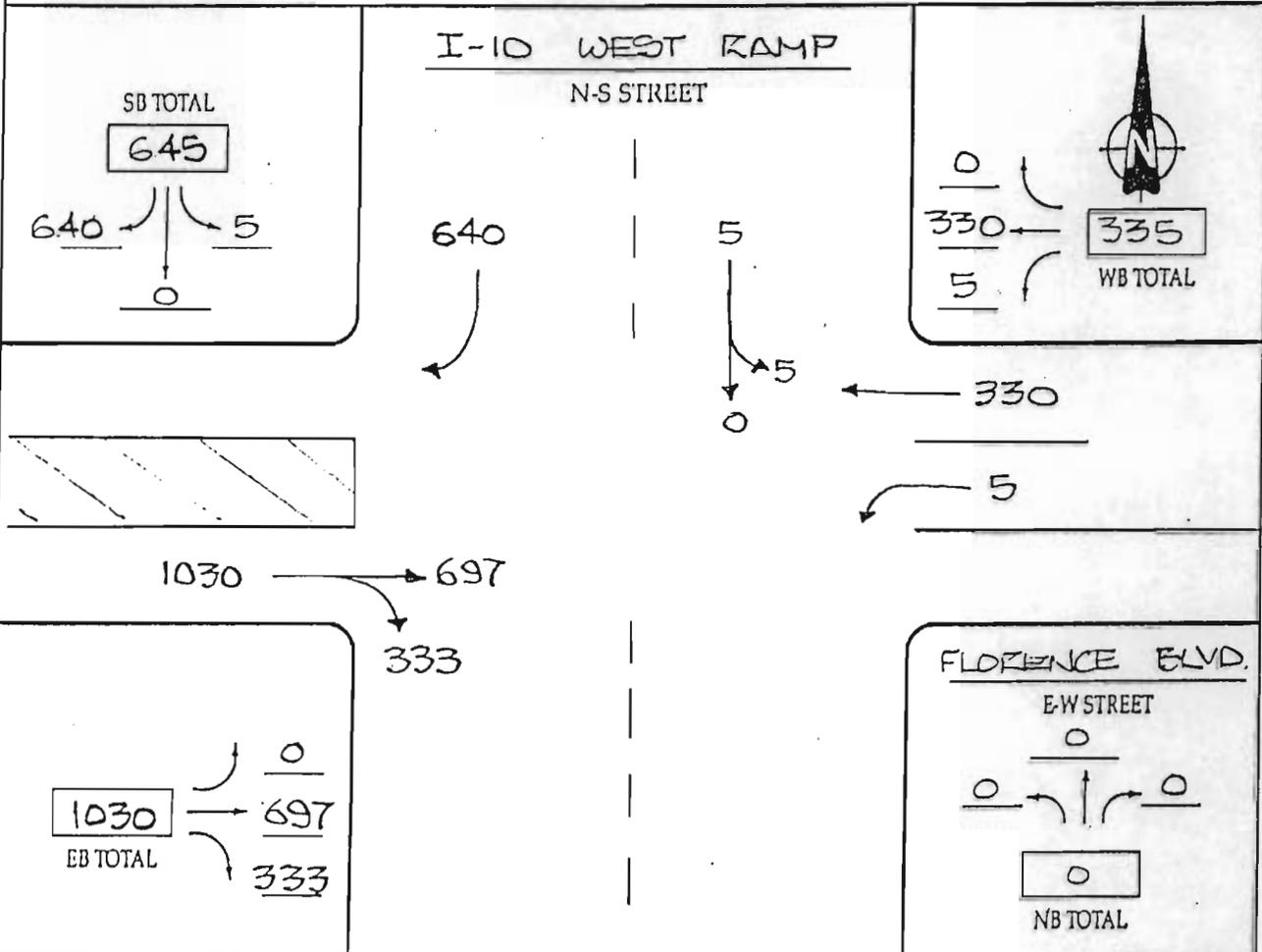
E-W CRITICAL N-S CRITICAL

PLANNING APPLICATION WORKSHEET

Intersection: FLORENCE BLVD & I-10 Date: FUTURE + PROJECT

Analyst: D. HARMON Time Period Analyzed: PM PEAK HOUR

Project No. 89299 City/State: CASA GRANDE



EB LT	=	<u>0</u>	
WB TH	=	<u>330</u>	} OR
WB LT	=	<u>5</u>	
EB TH	=	<u>697</u>	
		<u>702</u>	

NB LT	=	<u>0</u>	
SB TH	=	<u>0</u>	} OR
SB LT	=	<u>5</u>	
NB TH	=	<u>0</u>	
		<u>5</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

702 + 5 = 707 STATUS? UNDER
 E-W CRITICAL + N-S CRITICAL

IDENTIFYING INFORMATION

 AVERAGE RUNNING SPEED, MAJOR STREET..... 45
 PEAK HOUR FACTOR..... 1
 AREA POPULATION..... 30000
 NAME OF THE EAST/WEST STREET..... FLORENCE BLVD.
 NAME OF THE NORTH/SOUTH STREET..... SECONDARY ENTRANCE
 NAME OF THE ANALYST..... D.HARMON
 DATE OF THE ANALYSIS (mm/dd/yy)..... 1/15/90
 TIME PERIOD ANALYZED..... FUTURE + PROJECT

OTHER INFORMATION: PM PEAK HOUR

INTERSECTION TYPE AND CONTROL

 INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	195	10	--
THRU	825	750	0	--
RIGHT	81	0	205	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	2	--

MOVEMENT	FLOW-RATE v (pcph)	POTEN-TIAL CAPACITY	ACTUAL MOVEMENT CAPACITY	SHARED CAPACITY	RESERVE CAPACITY		LOS
		c (pcph) P	c (pcph) M	c (pcph) SH	c = c - v R	c - v SH	

MINOR STREET

NB LEFT	11	45	18	18	7	E
RIGHT	226	583	583	583	357	B

MAJOR STREET

WB LEFT	215	315	315	315	100	D
---------	-----	-----	-----	-----	-----	---

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 45

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 30000

NAME OF THE EAST/WEST STREET..... FLORENCE BLVD.

NAME OF THE NORTH/SOUTH STREET..... EAST DRIVEWAY

NAME OF THE ANALYST..... D.HARMON

DATE OF THE ANALYSIS (mm/dd/yy)..... 1/15/90

TIME PERIOD ANALYZED..... FUTURE + PROJECT

OTHER INFORMATION: PM PEAK HOUR

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	125	20	--
THRU	866	655	0	--
RIGHT	35	0	40	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	1	--

MOVEMENT	FLOW-RATE	POTENTIAL CAPACITY	ACTUAL MOVEMENT CAPACITY	SHARED CAPACITY	RESERVE CAPACITY	LOS
	v (pcph)	c (pcph)	c (pcph)	c (pcph)	c = c - v	
		p	M	SH	R SH	

MINOR STREET

NB LEFT	22	45	29	>	29	>	7	>	E
RIGHT	44	585	585	>	79	>	13	>	E
					585	>	541	>	A

MAJOR STREET

WB LEFT	138	317	317		317		180		D
---------	-----	-----	-----	--	-----	--	-----	--	---

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 45

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 30000

NAME OF THE EAST/WEST STREET..... FLORENCE BLVD.

NAME OF THE NORTH/SOUTH STREET..... WEST DRIVEWAY

NAME OF THE ANALYST..... D.HARMON

DATE OF THE ANALYSIS (mm/dd/yy)..... 1/15/90

TIME PERIOD ANALYZED..... FUTURE + PROJECT

OTHER INFORMATION: PM PEAK HOUR

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	70	20	--
THRU	821	615	0	--
RIGHT	75	0	80	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	1	--

MOVEMENT	FLOW-RATE	POTENTIAL CAPACITY	ACTUAL MOVEMENT CAPACITY	SHARED CAPACITY	RESERVE CAPACITY	LOS
	v (pcph)	c (pcph)	c (pcph)	c (pcph)	c = c - v R SH	
MINOR STREET						
NB LEFT	22	51	42	> 42 >	20 > E	
RIGHT	88	586	586	> 163 >	53 >	>E
				> 586 >	498 >	A
MAJOR STREET						
WB LEFT	77	319	319	319	242	C

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this _____ day of _____, 19__ by CASA GRANDE/I-10 LAND PARTNERS JOINT VENTURE, a joint venture partnership organized under the laws of the State of Arizona, with a mailing address of 2930 East Camelback Road, Suite 160, Phoenix, Arizona 85016 (hereinafter "Partners"), and C & I ARIZONA ASSOCIATES LIMITED PARTNERSHIP, a New Hampshire limited partnership, with a principal place of business at c/o Willey Creek Company, Inc., Watson Brook Road, Exeter, New Hampshire 03833 (hereinafter "C & I") (Partners and C & I are collectively referred to herein as the "Parties").

1. RECITALS AND PURPOSES; CERTAIN DEFINITIONS.

1.1 Partners currently own a certain parcel of land containing 53 acres, more or less, located at the southwest corner of Cox Road and Florence Blvd., and near the Florence Boulevard Interchange with I-10, in the City of Casa Grande, Pinal County, Arizona, which is described more particularly in Exhibit "A" attached hereto and by this reference incorporated herein. Said 53 acres includes all of the platted property, except Lot 10, shown on the Preliminary Plat (the "Plat") prepared by Collar, Williams & White Engineering, Inc., dated September 14, 1989 (revised _____) for the proposed Casa Grande Mercado in Casa Grande, Arizona, attached hereto as Exhibit B and incorporated herein by reference. Said 53 acres and Lot 10 (i.e., all of the platted property on the Plat) are referred to herein as the "Property". It is understood that a Final Plat of Casa Grande Mercado is being prepared and will be recorded after the date of recordation of this Declaration (hereinafter referred to as the "date hereof"). To the extent, if any, the size or location of any lots, easements, roadways or other tracts presently shown on the Preliminary Plat are changed by the Final Plat, an Amendment to this Declaration will be recorded substituting the final Plat in lieu of the Preliminary Plat, and all references herein to the "Plat" shall then be deemed to refer to the Final Plat of Casa Grande Mercado.

1.2 C & I owns fifteen (15) acres of real property, shown as Lot 10 on the Plat, which is described more particularly in Exhibit "C" attached hereto and by this reference incorporated herein. C & I is desirous of constructing and developing on Lot 10 in one or more phases a retail factory outlet mall with appurtenant parking, loading docks and certain restaurant and other facilities containing approximately 142,050 square feet of retail space (the "Project").

1.3 C & I has an option to purchase approximately seventeen (17) additional acres of real property, shown as Lot 11 on the Plat, and more particularly described in Exhibit "D" attached hereto and by this reference incorporated herein. Lot 11

is sometimes referred to herein as the "Option Parcel". If C & I exercises the option, C & I shall develop the Option Parcel for factory outlet stores or other uses which are compatible with the Project.

1.4 Approximately 11.5 acres of the Partners' real property, located north of Lot 10 and south of Florence Boulevard, are described on Exhibit "E" attached hereto and by this reference incorporated herein. Said 11.5 acres are shown as Lots 1 through 9, inclusive, on the Plat and are referred to herein as the "Frontage Property".

1.5 The Parties wish to provide for the planned and harmonious development of the Property. The Parties further desire to set forth the terms and provisions governing development of the Property, as well as provide for the maintenance and control of certain nonexclusive easements shown on the Plat for the benefit of all present and future owners of the Property.

1.6 "Affiliate" of, or person or entity "Affiliated" with, a specified person or entity, shall mean and refer to a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified. For purposes of this definition, control (including the terms "controlling," "controlled by" and "under common control with") means the direct or indirect ownership of 51% or more of such person or entity.

1.7 "Committee" shall mean and refer to the Design Review Committee as hereinafter established.

1.8 "Common Areas" shall mean and refer to those tracts of land, within the Property, designated on the Plat as follows:

- a) North-South Access Easement
- b) East-West Access Easement
- c) Open Space/Retention Area

The Common Areas do not constitute any part of any Lot and have not, as of the date hereof, been dedicated for public use.

1.9 "Common Expense" or "Common Expenses" shall mean and refer to the actual and estimated expenses of operating, repairing, replacing and maintaining the Common Areas.

1.10 "Declaration" shall mean and refer to this Declaration, as the same may be amended from time to time pursuant to the provisions hereof.

1.11 "Improvement" shall mean and include all land preparation or excavation, landscaping, buildings, structures, parking areas, trackage, fences, walls, hedges, plantings, poles, driveways, drainage ponds, retention or detention basins, lakes,

recreational facilities of any type or nature, signs, glazing or reglazing of exterior windows and all other construction including but not limited to painting and repainting, which affects the exterior shape, size, color or appearance of any building, structure or facility. The term "Improvement" specifically includes both original Improvements and all later changes or alterations; provided that it does not include any replacement or repair of any part of an Improvement which does not change the exterior color or appearance.

1.12 "Lot" shall mean and refer to any Lot shown on the Plat, the exact size and dimensions of which (if not already indicated on Exhibit "B") shall be established by the Final Plat of Casa Grande Mercado and the legal description contained in the original conveyance from the Partners to the first third-party fee owner of any Lot. If two or more Lots, as defined above, are acquired by the same Owner in fee, such Lots may, at the option of said Owner, be combined and treated as a single Lot for the purposes hereof.

1.13 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has been merged) in any Lot which is subject to this Declaration. Except as otherwise indicated in this Declaration, the term "Owner" shall include the Partners in their capacity as the owner of a Lot. An Owner does not include a person or entity who holds an interest in a Lot, or any part thereof, merely as security for the performance of an obligation. In the event the Owner of any Lot consists of more than one Person, such Persons shall execute and deliver to the Committee a written instrument, including a power of attorney, appointing and authorizing one individual or entity as their agent to receive all notices and demands required or permitted to be given under the terms and provisions of this Declaration, to execute any and all documents, consents and instruments required under the terms and provisions of this Declaration, and to cast all votes and to take any and all actions required or permitted to be taken by them under the terms and conditions of this Declaration. An Owner may change its designated agent by written notice, but such change shall be effective only after delivery of the notice to the Committee.

1.14 "Person" shall mean and refer to a natural person, a corporation, a partnership, a trust or any other legal entity.

1.15 "Property" shall mean and refer to the real property covered by this Declaration and more particularly described in Exhibits "A" and "C", and as shown on the Plat.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, Partners and C & I hereby establish the easements hereinafter set forth and declare, covenant and agree that the Property and each Lot therein shall be held, mortgaged (including being subjected to a deed of trust), leased, sold or conveyed subject to the following covenants,

assessments, liens, obligations, conditions, reservations and restrictions (collectively, "Restrictions"), which shall attach to and run with the land and shall be binding on the Property and all Owners and Persons having or acquiring any right, title or interest in and to the Property or any part or parts thereof, and shall inure to the benefit of the Owners of the Lots.

2. REGULATION OF USE AND IMPROVEMENTS WITHIN THE PROPERTY.

2.1 Permitted Uses. Lot 10[✓] may be used for a retail factory outlet mall and other reasonably related uses, or for any purposes otherwise permitted by the Zoning Ordinance of the City of Casa Grande, adopted November, 1987, as hereafter amended from time to time (the "Zoning Ordinance"). ^If C&I or any of its affiliates exercises the option to purchase the Option Parcel pursuant to the Option Agreement recorded on the date hereof in _____, Records of Pinal County, Arizona, within the time provided in said Option Agreement, the Option Parcel may be used for a retail factory outlet mall and other reasonably related uses, or for any purposes otherwise permitted by the zoning ordinance. For purposes of this limitation, a factory outlet mall shall be defined as any retail shopping center in which at least 75% of the rentable space (exclusive of fast food or sit down restaurants) of such center is occupied by tenants that are manufacturers (or licensees thereof) of a nationally recognized brand name product which is distributed directly to the public at a sales price not greater than 70% of the retail sales price customarily charged by sellers of the same merchandise in the greater Phoenix, Arizona area. The foregoing description of "manufacturers (or licensors thereof)" does not include department stores, non-manufacturer retailers and discounters.

The Frontage Property shall be used only for commercial retail businesses which are compatible with a retail shopping center; such businesses may include, but need not be limited to, stores, banks, savings and loans, brokerage houses and other financial institutions, theaters, gas station, restaurants, fast food outlets and convenience stores, hotel, motel or inn and any and all related or supporting facilities and for any purposes otherwise permitted by the Zoning Ordinance.

2.2 Prohibited Uses. Without intending to define or limit the provisions of Section 2.1 above, the following uses of the Property are prohibited.

(a) Any use which is noxious or offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance or endangers health or is hazardous by reason of risk of fire or explosion. This prohibition shall not apply to dust, smoke, or noise, if deemed noxious or offensive, generated from construction activities on the Property.

(b) Any use which is in violation of the laws (after taking into account the application of any variance,

exception or special use ordinance or regulation) of the United States, the State of Arizona, the City of Casa Grande, Pinal County or any other governmental authority having jurisdiction over the Property;

(c) Any construction, placement, installation or maintenance of any Improvement which is prohibited by or in violation of the Zoning Ordinance or the Design Guidelines for Casa Grande Mercado, dated _____, prepared by the Architects Group, Inc., as hereafter amended from time to time (the "Design Guidelines") which shall be held and retained by the Design Review Committee and available for inspection during normal business hours at such reasonable location designated by the Committee;

(d) Uses not otherwise permitted in Section 2.1 above;

(e) Except on Lot 10 and except on the Option Parcel in the event C&I or its affiliates exercise the Option Agreement as set forth in Section 2.1, no factory outlet mall, as defined above, shall be developed and/or operated anywhere on the Property without the prior written consent of the Owner of Lot 10; provided, however, if the Owner of Lot 10 and the Owner of the Option Parcel, if the Option has been exercised as set forth in Section 2.1 at any time discontinue or cease to operate factory outlet stores on Lot 10 and the Option Parcel, if the option to purchase has been exercised, or if the factory outlet mall as described in Section 2.1 has not been completed on Lot 10 within eighteen (18) months from the date hereof, or Partners acquires Lot 10 and the Option Parcel, if the option to purchase has been exercised as set forth in Section 2.1 at any time hereafter, then the Restriction prohibiting developing and/or operating a factory outlet mall on any Lot thereupon shall automatically cease and be deemed terminated;

(f) Prior to the earlier of (i) April 1, 1991 or (ii) one year from the date of issuance of a certificate of occupancy for the first phase of the factory outlet mall on Lot 10, a hotel, motel, inn or other similar development shall not be developed or constructed on any part of the Frontage Property;

(g) No part of Lot 10 or the Option Parcel may be developed, used or operated as a gasoline station, fast food outlet (except as provided in subparagraph (h) below), convenience store or as a bank (provided that an unmanned automatic teller machine and night deposit box shall not by itself be considered a bank for purposes of this Restriction), or as a hotel, motel or inn;

(h) No more than one (1) food court may be developed and operated on each of Lots 10 and 11. No more than two (2) restaurants, including one nationally known fast food restaurant chain, may be developed and operated on each of Lots 10 and 11 outside of the food court. Such "nationally known fast

food restaurant chain" classification shall be determined at the time that the restaurant requests the required building permit; provided, however, the Owners of a majority of the Lots within the Frontage Property may waive this Restriction;

(i) No freestanding restaurant or fast food "pads" shall be permitted on either Lot 10 or Lot 11.

2.3 Setback Lines. Except as otherwise expressly provided in this Declaration, no building, wall or other structure or any part thereof shall be erected or placed on a Lot within the setback lines prescribed by whichever of the following is more stringent: (a) the Design Guidelines or (b) the Zoning Ordinance of the City of Casa Grande (the "City"). Wherever there is a reference in the same sentence in this Declaration to the requirements of the Design Guidelines and the City's Zoning Ordinance, the more stringent requirements shall apply.

2.4 Lot Coverage. The percentage of each Lot which may be covered by buildings shall be governed by the Preliminary Site Plan in the Design Guidelines and the Building Area Table on the Casa Grande Mercado Plat.

2.5 Parking. Parking shall be governed as follows:

(a) Each Owner must provide off-street parking as required by the Zoning Ordinance or the Design Guidelines.

(b) The location, number, size and surfacing of parking spaces shall conform to the applicable requirements in the Zoning Ordinance or the Design Guidelines.

(c) Parking areas or drives may encroach upon the setbacks as set forth in Section 2.3, provided that the City's Zoning Ordinance permits the same and provided the parking areas or drives are screened by a solid barrier acceptable under the Design Guidelines or a landscaped berm at least three feet higher than parking grade. Minimum setbacks for parking areas on each Lot shall be subject to the requirements set forth in the Zoning Ordinance or the Design Guidelines.

(d) All parking areas, drives and vehicular easements shall be paved with not less than two inches of asphalt covering or any other material recognized as a sound civil engineering practice for this use, unless a thicker covering or other material is required by the Zoning Ordinance or the Design Guidelines.

(e) All parking areas shall be illuminated with fixtures which comply with the requirements of the Zoning Ordinance or the Design Guidelines. Such fixtures and illumination shall be screened from view from the streets to the extent, and by such means and materials, required by the Zoning Ordinance or the Design Guidelines.

2.6 Loading and Receiving Areas. Loading and receiving areas shall be governed as follows:

(a) All loading and receiving areas shall be paved with not less than two inches of asphalt covering or any other material recognized as a sound civil engineering practice for this use, unless a thicker covering or other material is required by the Zoning Ordinance or Design Guidelines.

(b) All loading and receiving areas shall be screened from view from public and private streets to the extent and by such means and materials required by the Zoning Ordinance or the Design Guidelines.

2.7 Outside Storage. Except during construction, or as permitted by the Design Guidelines or the City's Zoning Ordinance, no materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be permitted to be stored on any area exterior to a building. Any permitted outside storage shall be screened from view of adjoining properties and public and private streets by a solid barrier acceptable under the Design Guidelines so as not to be visible to a person six feet tall standing on any part of adjacent streets or property at an elevation no greater than the elevation of the base of the items being viewed; provided however, that during construction of Improvements on any Lot, necessary construction materials and supplies may be stored on the Lot without the need for a solid barrier, provided such materials and supplies are kept in neat order during the construction process. Except during the construction process, no temporary building or structure shall be erected, installed or maintained on any Lot without the prior written approval of the Committee. All temporary structures used for construction purposes must receive prior written approval by the Committee with regard to location and appearance, and must be removed promptly upon completion of construction, and that portion of the Lot from which the same are removed promptly shall be placed in such condition as is otherwise required by this Declaration.

2.8 Solid Waste Receptacle. Subject to the Zoning Ordinance or the Design Guidelines, whichever may impose more stringent container requirements, each Lot shall have a minimum of one commercial size solid waste container unless the Lot is vacant. Said commercial waste container shall be maintained in good mechanical condition. All waste containers shall be emptied as often as necessary so as to prevent such container from overflowing and at least once every seven days if such container is used for the deposit of garbage or other putrescible material. All garbage or putrescible material must be bagged or wrapped so as to be air tight before depositing in the waste containers. When waste containers are in use, lids and doors of such waste containers are to be kept in a closed position at all times except during times when such container is being emptied or filled. Each waste container shall be screened from view or filled. Each waste container shall be screened from view from all adjacent property

or streets by means of solid barriers (acceptable under the Design Guidelines) six feet in height on three sides and preferably enclosed.

2.9 Landscaping. Each Lot, including portions thereof located within any setback lines or easement areas, shall be landscaped in accordance with landscape plans and irrigation and water conservation plans as may be required by the City's Zoning Ordinance or the Design Guidelines. All landscaping to be provided on any Lot shall have an underground irrigation system and such landscaping, irrigation, drainage and water conservation system shall be completed within 60 days after a Certificate of Occupancy has been issued for any building on a Lot, or, in the case of Lot 10 and the Option Parcel, within (i) 60 days after completion of the first three buildings on each such Lot, or (ii) 18 months after the date hereof, whichever first occurs. It is the responsibility of the Owner of a Lot to maintain all landscaped areas of the Owner's Lot (including those portions lying within setback lines and any easement areas on the Owner's Lot) as well as any Common Areas immediately adjacent to the Owner's Lot unless any such area is dedicated to the City.

2.10 Signs. Signs shall be governed as follows:

(a) No sign (including but not limited to, a building identification or marketing sign or a tenant identification sign) shall be permitted on any Lot except as permitted by the Zoning Ordinance or the Design Guidelines or the Comprehensive Sign Plan prepared by Bleier Industries, Ltd. for the Casa Grande Mercado, dated February __, 1990, whichever is most restrictive. Criteria regarding signs may relate to the size, number, location, shape, design, and color of such signs. Normally, permitted signs will be limited to those signs which:

- (i) identify the name and business of the occupant, or which give directions, or which offer the premises for sale or for lease; and
- (ii) are not of an unusual size or shape when compared to the building or buildings, if any, on the Lot; provided, however, the Owners of Lots may be entitled to construct or place "Tower Signs" on their lots as may be permitted by the Design Guidelines; and provided that the Owner of Lot 10 shall be entitled to construct or place a "Tower Sign" and "Wall Signs" as specified in that certain Tower Sign Agreement and Visual Corridor Easement recorded on _____, in _____, and that certain Wall Sign Easement and Maintenance Agreement recorded on _____, in _____, respectively of the records of the County Recorder of Pinal County, Arizona.

2.11 Utility Connections. All utility wires, pipes, conduits, facilities, connections and installations (including, without limitation, electrical and telephone) shall, to the extent reasonably possible, be placed underground. No utility meter or apparatus shall be located on any pole or attached to the outside of any building wall which is exposed to view from any adjacent Lot or street. All transformers shall be placed on or below the surface of the Lot.

2.12 Height Restrictions. With the exception of signs, the height of which are governed by the provisions of Section 2.11 hereof, no building, structure, or appurtenance thereto located (i) on Lots 1 through 8 inclusive shall exceed twenty-four feet (24') in height, or (ii) on Lot 9 shall exceed sixty feet (60') in height. The aforesaid height limitations shall not be applicable to architectural or decorative features attached to the buildings which may be permitted by the Zoning Ordinance or the Design Guidelines.

2.13 Minimum Lot Size; Partition Restrictions. Except as permitted by the City and the Design Review Committee, no Lot shall be smaller than as shown on the Plat, and each such Lot shall remain undivided and no Owner shall bring any action for partition of the same or of its interest therein. Notwithstanding the foregoing, judicial partition of a Lot owned by two or more Persons is not prohibited so long as the same is effected by means of a sale of the entire Lot with the partition affecting only a division of the proceeds of such sale.

2.14 On-Site Drainage. No water shall be drained or discharged from any Lot or building thereon, except in accordance with grading plans approved by the City. Further, each Owner is responsible for controlling the on-site drainage on such Owner's Lot, and no Owner shall interfere with the drainage established by the grading plan for the property adjacent to the Lot.

2.15 Building Exteriors. All colors of materials on the building exteriors and all exterior wall surfaces of any building shall be in accordance with requirements of the Zoning Ordinance or Design Guidelines. All materials used for the exterior of the buildings shall be high quality, long-life, low maintenance materials.

2.16 Exterior Lighting. Exterior lighting shall be designed, installed, directed and maintained in accordance with the requirements of the Zoning Ordinance or the Design Guidelines.

3. DESIGN REVIEW COMMITTEE.

3.1 Establishment. There is hereby established a Design Review Committee (the "Committee") which shall consist of three natural persons who must be Owners, Affiliates, or partners, directors, officers, employees, agents or representatives of Owners. Within 30 days of the formation of the Committee, and

within thirty 30 days after each reformation of the Committee resulting from a change in its membership, the three members of the Committee shall meet and designate one of the three members to act as chairman of the Committee. The Chairman shall be responsible for coordinating the activities of the Committee as well as to interface with the Owners and their representatives concerning any matter affecting the Committee. All submissions to the Committee shall be done through the Chairman at an address to be submitted in writing by the Committee to each Owner. With respect to any matters to be considered by the Committee, a majority decision of the three members of the Committee shall control and be binding.

(a) One of the three initial Committee members shall be appointed by Partners, which member shall be deemed affiliated with and selected by the Owners of the Frontage Property (the "Frontage Property Member"). A second member of the initial Committee shall be appointed by C & I, which member shall be deemed affiliated with and selected by the Owner of Lot 10 (the "Lot 10 Member"). The third member (the "Neutral Member") of the initial Committee shall be _____. Until the Transition Date, as defined in subparagraph (b) below, the Owners of a majority of the Frontage Property Lots at any time or times may appoint a successor Frontage Property Member of the Committee, and the Owner of Lot 10 at any time or times may appoint a successor Lot 10 Member. A successor Neutral Member may be appointed by a unanimous vote of the Frontage Property Member and Lot 10 Member of the Committee; provided, if they disagree, such Neutral Member shall be selected by the then Presiding Judge of Pinal County, Arizona.

(b) The three initial members of the Committee (or their successors, appointed as provided in subparagraph (a) above) shall hold office until the latter to occur (the "Transition Date") of (i) seven (7) years from the date hereof or (ii) the date on which seventy-five percent (75%) or more of the Lots within the Property, other than Lot 10 and Lot 11, have been sold and conveyed to third parties not affiliated with Partners. After the Transition Date, one member of the Committee shall always be an employee, agent or Affiliate appointed by the Owner of Lot 10, as long as Lot 10 is used as a factory outlet mall (if it ceases to be used as a factory outlet mall pursuant to Section 2.2(e), then such member of the Committee shall be elected by the Owners, with the Owner of each Lot having one vote for such member); the other two members of the Committee shall be elected by the Owners, with the Owner of each Lot having one vote for each such member.

(c) The members of the Committee shall serve at the pleasure of the Owners. No member of the Committee shall receive any compensation for his or her services.

(d) The Committee, each member of the Committee, his employer and the Owner or Owners electing or appointing such member shall not be personally liable to the Owners (either individually or collectively) for any mistake of judgment or for

any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance), except for willful misconduct or fraud.

3.2 Approvals, Waivers and Variances. It is the intent of this Declaration that the regulation of Lots as set forth in this Declaration be strictly adhered to. Notwithstanding that intent, it is recognized that particular circumstances may from time to time and on a case-by-case basis necessitate the waiving or varying of certain of the requirements set forth in the Design Guidelines referred to in Article 2 hereof. Therefore, for good cause shown, the Committee may, in its sole discretion, reasonably exercised and on a case-by-case basis, waive or vary one or more of the requirements and standards of the Design Guidelines so long as such waiver or variance does not violate the overall scheme and intent of Article 2 or the Design Guidelines. Any waiver or variance, when granted, shall be final and binding upon all Owners; provided that it is granted in accordance with the provisions of this Section. The granting of a waiver or variance to one Owner shall not automatically entitle another Owner to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own merits. Further, the granting of a waiver or variance to an Owner shall not automatically entitle that Owner to any subsequent or additional waiver or variance. All approvals, waivers and variances by the Committee shall be in writing and granted and signed by at least two members of the Committee and, if requested by the applicant or the Committee, shall be in recordable form. Any approval, waiver or variance in any form other than as set forth in the immediately preceding sentence shall not be binding on the Committee or the Owners. The Committee also shall have the authority to interpret the provisions of this Declaration and the Design Guidelines, and the Committee's interpretation shall be binding on the Owners and all other Persons affected thereby.

3.3 Enforcement by Committee. The Committee shall have the power and authority, but not the obligation, to enforce the Restrictions and provisions in this Declaration, it being understood that each Owner also has the power and authority to enforce compliance with the Restrictions and provisions in this Declaration. No Improvement shall be constructed, erected, placed, altered (by addition or deletion), maintained or permitted to remain on any Lot except in accordance with the more stringent of (i) the plans and specifications approved by the City under the Zoning Ordinance (including any waiver or variance thereof granted by the City), or (ii) the requirements set forth in the Design Guidelines (or any waiver or variance thereof granted by the Committee). Any Improvement constructed in violation of the requirements of the Zoning Ordinance or the Design Guidelines shall be removed or corrected by the Owner of the Lot on which such Improvement has been constructed, and failing that, any other Owner or the Committee may remove or correct the violation as set forth in Section 5.2 or bring suit to enjoin the construction or maintenance of such Improvement or otherwise compel compliance with the Zoning Ordinance or the Design Guidelines.

3.4 Limitation of Liability. The construction of any Improvement shall be the sole responsibility of the Owner and any recommendation with respect to any plans or specifications or the means or method of construction made by the Committee or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of said Improvement; nor shall it give rise to any claim by anyone against Partners or C & I or the Committee or any member thereof for any defect in design or construction of any Improvement.

4. EASEMENTS.

4.1 Tower Sign; Visual Corridor Easement. The Owner of Lot 10 shall be permitted to construct, repair and maintain on Lot 10 a Tower Sign as set forth in that certain Tower Sign Agreement and Visual Corridor Easement ("Tower Sign Agreement") referred to in Section 2.10 hereof. The Owner of Lot 9 [7, 8 and 9] also has granted to the Owner of Lot 10 a visual corridor easement over and across that portion of Lot 9 [all of Lots 7, 8 and 9] as more specifically described in the Tower Sign Agreement.

4.2 Wall Sign Easements. The Partners have granted to the Owner of Lot 10 the exclusive right to use two parcels of property described in the Wall Sign Easement and Maintenance Agreement ("Wall Sign Agreement") referred to in Section 2.10 hereof for installing, repairing and maintaining two wall signs and utilities, landscaping and irrigation systems as specified in the Wall Sign Agreement.

4.3 Access Easements.

(a) North-South Access Easement. The Partners have granted to the Owner of Lot 10 a non-exclusive easement for vehicular and pedestrian ingress and egress, which easement shall be approximately 60 feet in width, as shown on the Plat ("North-South Access Easement"), all as more particularly set forth in that certain North-South Access Easement recorded on the date hereof in _____ in the records of Pinal County Arizona. It is understood that the North-South Easement initially is for the primary benefit of Lot 10, but it is acknowledged that Owners of the Frontage Property (use by other persons within and without Casa Grande Mercado being deemed minimal) later will use such Easement to varying degrees based on the proximity of their respective Lots to the North-South Easement.

The North-South Access Easement shall be designed and constructed as set forth in said recorded Easement. After construction of the North-South Access Easement, the Owner of Lot 10 shall repair and maintain such Easement until a Lot within the Frontage Property shall have been conveyed to a third party not affiliated with Partners, at which time and thereafter the cost of repair and maintenance of the North-South Access Easement shall be allocated between the Owner of Lot 10 and the Owners of the Frontage Property Lots as follows: _____

[based on Traffic Study Report]

Until such time as the repair and maintenance costs are allocated between the Owner of Lot 10 and the Owners of the Frontage Property, the Owner of Lot 10 shall pay all real property taxes and assessments and liability insurance relating to the North-South Access Easement. After the conveyance of a Lot within the Frontage Property to a third party, real property taxes and assessments and liability insurance relating to said Easement shall be allocated between the Lot 10 and Property Frontage Lot owners on the same basis set forth above for repair and maintenance costs. It is expressly understood that Partners shall have the right at any time to dedicate the North-South Access Easement to the City.

(b) East-West Access Easement. The Partners hereby establish and create a non-exclusive easement for the benefit of the Owners of the Lots within the Frontage Property extending from Camino Mercado on the west and running easterly to the North-South Access Easement, as shown on the Plat (the "East-West Access Easement"). It is understood that the East-West Access Easement has been granted primarily for the benefit of the Owners of the Frontage Property, and that any use thereof by the Owner of Lot 10 or other Owners or persons within or without Casa Grande Mercado will be minimal. Partners, at its expense, may, but shall not be obligated to, construct a paved roadway not less than 32' wide within said Easement, and Partners also may construct and place within said Easement any curb, gutter, adjacent sidewalks, utilities, fire hydrants, light standards, and landscaping which it deems appropriate. After construction of the roadway, all costs of maintenance and repair, and all real estate taxes and assessments and public liability insurance premiums, shall be allocated as follows: 50% to Lots 7, 8 and 9 [25% to Lot 9, 12.5% to Lot 7, and 12.5% to Lot 8], and 50% to Lots 1 through 6 inclusive [___% to each of Lots 1, 2 and 3 and ___% to each of Lots 4, 5 and 6]. It is expressly understood that Partners shall have the right at any time to dedicate the East-West Access Easement to the City.

5. COVENANTS.

5.1 Duty to Maintain. Each Owner shall keep, repair and maintain all Improvements on such Owner's Lot as required by the Zoning Ordinance or Design Guidelines. Once improved parking lots or driveways have been constructed on any Lot, such maintenance shall include maintaining drainage of surface water. In addition, each Owner shall keep, repair and maintain all landscaping and irrigation systems located on such Owner's Lot or located in Common Areas adjacent to the Lot owned by such Owner.

5.2 Right to Effect Maintenance and Repairs. If any Owner or the Committee is, from time to time, dissatisfied with the performance by any other Owner of its obligations under Sections 3.3 and 5.1, such dissatisfied Owner or the Committee shall have the right to give 15 days written notice of such

dissatisfaction, specifying the particulars in respect to which its performance is deemed by the notifying Owner or Committee to be unsatisfactory. If during the 15-day period from the date of the notice such performance continues to be unsatisfactory, the notifying Owner or Committee shall have the right to give a second notice of dissatisfaction in the same manner, specifying the particulars in respect of which the performance is deemed by the notifying Owner or Committee to be unsatisfactory, and if during the 15-day period from the date of such second notice the performance continues to be unsatisfactory, the notifying Owner or Committee shall have the right to perform such obligations of the other Owner and the other Owner shall promptly pay the notifying Owner or Committee (as appropriate) on demand, the reasonable costs of performing such obligations, together with the costs and expenses, including reasonable attorneys' fees, incurred by the notifying Owner or Committee in enforcing its rights hereunder. The Owners shall not, however, have any obligation to perform the obligations of the other Owner.

5.3 Mechanic's Liens. None of the Owners shall have the power or authority to create any lien, encumbrance, or charge upon the Lot of any other Owner. Wherever under the terms of this Declaration any Owner is permitted to perform any work upon the Lot owned by another Owner (the "Non-performing Owner") to cure or correct a violation of these Restrictions, it is expressly understood and agreed that such Owner shall not permit any mechanic's, materialmen's, or other similar liens to stand against the Non-performing Owner's Lot on which any labor or material has been furnished in connection with any work performed by such Owner. Upon request of the Non-performing Owner of the Lot on which labor or material has been furnished, the Owner performing the work shall cause such lien to be released by posting an appropriate bond or otherwise. For purposes of this Section, the Committee shall have the same rights, and be subject to the same limitations, as any Owner who performs work on the Lot of a Non-performing Owner to correct a violation of the Restrictions.

5.4 Sharing of Costs. Unless specifically agreed to the contrary elsewhere in this Declaration, each Owner shall be liable for the costs associated with the repair, replacement and maintenance of the Common Areas referred to in Section 1.8 hereof, which costs (the "Common Area Expenses") shall include but not be limited to replacement, repair and maintenance costs, drainage control expenses, public liability insurance, and real estate taxes and assessments. It is understood that with respect to each of the Common Areas referred to in Section 1.8 hereof, the basis for allocation of the costs and expenses associated with each separate Common Area (i.e., the North-South Access Easement, the East-West Access Easement and the Open Space/Retention Area) differs, and accordingly a different formula for allocating those Common Area Expenses for each of the separate Common Areas has been prescribed in this Declaration. The Common Area Expenses for the North-South Access Easement and the East-West Access Easement shall be allocated to the Owners specified, and in the manner specified, in Sections 4.3 and 4.4 hereof. Unless and until the

Open Space/Retention Area shall be used for off-site drainage from any particular Lot or Lots within Casa Grande Mercado, the Common Area Expenses for repair and maintenance of the Open Space/Retention Area shall be allocated among all of the Owners within the Property according to the ratio which the gross square footage of each such Owner's Lot bears to the entire gross square footage of all of the Lots within the Property. At such time as the Open Space/Retention Area is used for off-site drainage from any particular Lot or Lots within Casa Grande Mercado, then the Common Area Expenses for such area shall be allocated among all of the Owners within the Property on such basis as may be determined by the Design Review Committee. Any Lot Owner who handles his Lot's drainage on-site shall not be liable for payment of any costs or expenses for offsite drainage (except those costs and expenses relating to offsite drainage of Common Areas and Camino Mercado) onto the Open Space/Retention Area.

No Owner shall be liable for any claims related to or arising out of the use by any other party of any easements except those contained within such Owner's own Lot, unless such claim clearly arose as the result of the activities of another Owner or failure of another Owner to comply with the provisions of this Declaration.

5.5 Reimbursement of Costs. Any Owner or the Committee who incurs an expense or cost in performing an obligation of another Owner shall notify such other Owner of the expense or cost and the other Owner shall reimburse the Owner or Committee, as appropriate, incurring the expense or cost within 30 days thereafter. The expense or cost may include any charges of financing the performance of such obligation, and if the Owner or Committee incurring such expense or cost did not borrow to finance such performance, then such Owner or Committee shall be entitled to interest at the rate of one and one-half percent (1-1/2%) per month on the amount of any funds used to pay such expense or cost from the date such expenses or costs were incurred. Such expenses or costs, but only if incurred by the Committee, shall be payable as a "Special Assessment" and secured by the Assessment Lien as provided in Sections 6.2 and 6.4 hereof.

6. ASSESSMENTS AND ASSESSMENT LIENS.

6.1 Establishment of Assessments. Each Owner of a Lot, for himself, his heirs, personal representatives, successors and assigns, covenants and agrees that his Lot shall be subject to an annual assessment for repairing, maintaining and servicing the Common Areas in the manner and to the extent provided for elsewhere in this Declaration (the "Annual Assessment"). The Annual Assessment for each Lot shall be in an amount to be determined by the Committee, utilizing the allocation provisions set forth in Sections 4.3, 4.4 and 5.4 hereof, which shall be each Owner's proportionate share of the costs incurred by the Committee in its performance of its responsibilities and functions if exercised by the Committee, in keeping, repairing and maintaining the Common Areas. The cost to the Committee of the aforesaid

functions shall be deemed to include all direct and indirect costs attributable, in accordance with generally accepted accounting principles applied on a consistent basis throughout the term hereof, to the performance by or for the account of the Committee of such functions, whether they be performed in whole or in part by employees and agents of the Committee or by independent contractors.

For the sole purpose of accommodating each Lot Owner, the Committee agrees to use its best efforts to project its aforementioned costs and expenses from time to time during the term hereof, and, on the basis of such cost projections, to periodically furnish each Owner with estimates of the Annual Assessment payable by him hereunder.

It is specifically understood and agreed that the Annual Assessment payable hereunder is intended to cover and fully reimburse the Committee for all reasonable expenses which the Committee may incur in the performance of its responsibilities and functions under this Declaration. It is further specifically understood and agreed that the Committee's good faith allocation (utilizing the allocation methods prescribed in Sections 4.3, 4.4 and 5.4 hereof) of the aggregate maintenance and service assessments for the Common Areas payable under this Declaration shall be binding upon all parties concerned.

6.2 Restoration of Owner's Lot; Special Assessments. In the event the Committee at any time determines that any Owner of a Lot fails to repair or maintain his Lot or otherwise fails to comply with these Restrictions, the Zoning Ordinance or the Design Guidelines, the Committee, through its agents, employees or independent contractors (which may include but not be limited to architects, engineers, contractors and attorneys), shall have the right, and each Owner grants to the Committee the right, to enter upon such Owner's Lot and repair, maintain and otherwise perform any or all of the obligations which such Owner failed to perform. The Committee shall notify each such Owner of the costs and expenses incurred by the Committee in taking such action and the Owner so notified of such an assessment shall pay such assessment (the "Special Assessment") within 30 days from the date of such notice, as specified in Section 5.5.

6.3 Books and Records. The Committee shall keep books of account for the performance of its functions hereunder and to allow each Owner to inspect such books at such reasonable place as the Committee designates.

6.4 Assessment Lien. The aforesaid assessments, including Annual and Special Assessments, together with interest thereon at the rate of one and one-half percent (1-1/2%) per month after delinquency, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien (hereinafter called the "Assessment Lien") upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs

and attorneys' fees, shall be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due, but such personal obligation of the Owner shall not be deemed to limit or discharge the charge on the land and continuing lien upon the Lot against which such assessment is made. No Owner shall escape liability for the assessments which fell due while he was the Owner, by nonuse of his Lot or the Common Areas, or by transfer or abandonment of his Lot. The Owner's personal obligation for assessments which fell due while he was the Owner shall not pass to a successor Owner unless expressly assumed by the successor Owner.

6.5 Enforcement. If the Owner of any Lot fails to pay an assessment when due, the Committee may enforce the payment of the assessment or enforce the lien against the Lot by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Committee does not prejudice or waive its rights to exercise the other remedy): (a) bring an action at law against the Owner personally obligated to pay the assessments; or (b) foreclose the Assessment Lien against the Lot in accordance with the then-prevailing Arizona law relating to the foreclosure of realty mortgages or a trustee's sale under a deed of trust. The Committee shall have the power to bid on any foreclosed interest at foreclosure sale and to acquire, hold, sell, lease, mortgage and convey the same.

Anything hereinabove to the contrary notwithstanding, the remedies above set forth for the Committee are not exclusive, and the Committee may take any and all other remedies available to it at law and equity. In no event shall the Committee or any member thereof, or the Partners or C & I as the respective Owners of a Lot, have any liability whatsoever for any violation of any of the Restrictions with respect to such Lot by a successor Owner.

6.6 Effect on Mortgages and Deeds of Trust. The Assessment Lien shall be junior and subordinate to the lien of any institutional lender's realty mortgage (including any deed of trust) against an Owner's Lot, and foreclosure of the Assessment Lien shall not affect or impair the lien of any such institutional mortgage. The foreclosure of an institutional lender's mortgage against the Lot or acceptance of a deed in lieu of foreclosure shall not affect or impair the Assessment Lien, except that any institutional mortgage foreclosure purchaser or grantee taking by deed in lieu of foreclosure shall take the Lot free and clear of the Assessment Lien and all charges that have accrued up to the date of issuance of a sheriff's deed, trustee's deed, or deed in lieu of foreclosure, but shall take subject to the Assessment Lien and all assessments and charges accruing subsequent to the issuance of a sheriff's deed, trustee's deed, or deed given in lieu of foreclosure. Any reference in this section to an institutional lender's "mortgage" shall be deemed to include an institutional lender's deed of trust; and with respect to any such deed of trust, the institutional lender as beneficiary thereunder shall be deemed to have, to the same extent possible under Arizona

law, the rights and remedies equivalent to those granted hereinabove to the institutional mortgagee.

7. INDEMNITY AND INSURANCE.

7.1 Indemnities. Each of the Owners will indemnify, defend and hold the other Owners harmless from all claims or judgments arising from the use of such portions of any easements as are located within the respective Lot owned by such Owner, or any portion thereof, unless such claim demand, or judgment is caused by the negligence of another Owner.

7.2 Liability Insurance. Each Owner will provide public liability insurance with limits of not less than _____ million dollars (\$____,000,000) for each individual, _____ million dollars (\$____,000,000) for each accident, and _____ hundred thousand dollars (\$__00,000) for property damage, naming the Owner, the owner of the Common Areas and the Committee as insureds as their interest may appear, to insure against liability arising from the use of the Common Areas and the portions of any easements which are located within the respective Lot owned by each such Owner. The limits of coverage shall be increased, from time to time, to the limits which a prudent businessman would set under similar circumstances. Each Owner shall provide the Chairman of the Committee annually with proof that such insurance is in effect, and the policies therefor shall provide that they may not be substantively amended or cancelled without 30 days prior notice to each of the named insureds.

8. TAXES AND ASSESSMENTS.

8.1 Obligation to Pay. Each Owner shall pay before delinquency all real property taxes and assessments which become a lien upon the Lot owned by such Owner.

8.2 Right to Cure. Any Owner shall have the right to pay any delinquent real property taxes or assessments, together with any penalties or interest, which have become a lien upon any easement within a Lot. Any Owner who has failed to pay such taxes or assessments shall be liable to and shall reimburse the other Owner the amount of such payment, if any, together with interest thereon at the rate of one and one-half percent (1-1/2%) per month from the date of such payment. Each Owner shall have the right to rely upon the amount of real property taxes or assessments as set forth in the records of the appropriate State or County agency which has the power, functions, and duties of the government relating to the taxation or assessment of real property and shall not have any obligation to contest such amount prior to the payment of the delinquent amount. The Committee shall have the same rights as specified hereinabove for an Owner in paying any such delinquent real property taxes or assessments, and any such payment by the Committee shall be secured by the Assessment Lien and collectible and enforceable in the same manner as an Annual or Special Assessment.

9. REMEDIES.

9.1 Injunctive Relief. If any Owner violates or threatens to violate any of the Restrictions set forth in this Declaration, the other Owners and the Committee each shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction and/or the right to a decree of specific performance. The prevailing party also shall be entitled to recover from the other party its costs and expenses, including attorneys' fees, incurred in bringing any such action.

9.2 Excuse for Performance. If performance of any act or obligation of any Owner is prevented or delayed by an act of God, war, civil strife or riots, labor disputes, or other cause or causes beyond the reasonable control of such Owner, the time for the performance of the act or obligation will be extended for the period that such act or performance is delayed or prevented by any such cause.

9.3 Breach Will Not Permit Termination. It is expressly agreed that no breach of this Declaration will entitle any Owner or the Committee to cancel or rescind or otherwise terminate this Declaration, but this limitation shall not affect, in any manner, any other rights or remedies which the Owners or Committee may have by reason of any breach of this Declaration.

10. MISCELLANEOUS.

10.1 Not a Public Dedication. Unless expressly set forth herein, nothing express or implied in this Declaration will be deemed to be a gift or dedication of any portion of the Lots or the Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration will be strictly limited to and for the purposes expressed herein.

10.2 Severability. If any clause, sentence, or other portion of the terms, conditions, covenants and provisions of this Declaration becomes illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

10.3 Covenants to Run with Land. Each and all of the Restrictions contained in this Declaration (whether affirmative or negative in nature):

(a) are made for the direct and mutual benefit of each of the Lots;

(b) create, where easements are granted, equitable servitudes upon the property or Lots in favor of the other Lots;

(c) constitute covenants running with the land;

(d) bind each and every Person having any fee, leasehold, or other interest in any portion of the Lots at any time or from time to time to the extent that such portion is affected or bound by the Restriction in question, or that the Restriction is to be performed on such portion of any of the Lots: and

(e) inure to the benefit of the Owners and the respective heirs, personal representatives, successors and assigns of their respective interests in any of the Lots, and the invitees, guests, licensees, lessees, employees, and agents of said Owners.

10.4 References to Restrictions. Any and all instruments of sale, conveyance or lease of any interest in any Lot may contain a reference to this Declaration and shall be subject to the Restrictions in this Declaration the same as if they were therein set forth in full; provided, however, that the Restrictions herein shall be binding upon all grantees, assignees and transferees of the Lots and all persons affected by the Restrictions, whether express reference is made to this Declaration or not.

10.5 Attorneys' Fees. In any lawsuit or arbitration brought by any party to enforce the provisions hereof, whether legal or equitable, the prevailing party shall be entitled to an award for reasonable attorneys' fees.

10.6 Interpretation. The provisions hereof shall be liberally construed to effectuate the purpose of providing for the development of Lot 10, the Option Property and the Frontage Property in general conformance with the City's Zoning Ordinance and the Design Guidelines, and providing for rights and obligations concerning ingress and egress, and parking which will benefit and burden the Lots and the Owners of all improvements developed on any of the Lots. The term "C & I" shall mean C & I Arizona Associates Limited Partnership and each of its successors in interest as to any or all of Lot 10. The term "Partners" shall mean Casa Grande/I-10 Land Partners Joint Venture and each of its successors in interest as to any or all of the Frontage Property, and the Option Property (Lot 11) until the Option Property is conveyed.

10.7 No Waiver. Failure to enforce any breach or violation of any of the Restrictions or provisions hereof shall not constitute an abandonment or waiver of any right to enforce, then or subsequently, such Restriction or provision or any of the other Restrictions herein set forth.

10.8 Assignability. The rights, easements, and licenses granted herein shall always be appurtenant to the respective Lot benefited by such rights, easements, or licenses

and may be assigned, transferred, or conveyed only with an interest in said Lots.

10.9 Governing Law. This Declaration shall be interpreted in accordance with and governed by the laws of the State of Arizona.

10.10 Amendment or Termination. Except as otherwise expressly provided herein, the Restrictions and easements herein created are permanent in nature, shall run with the land, and cannot be (i) terminated except by a written, recorded document, signed by the Owners of ninety percent (90%) or more of the Lots within the Property /(provided the Owner of Lot 10 is included in the Owners of ninety percent (90%) or more of the Lots within the Property); or (ii) amended except by a written, recorded document, signed by the Owners of 66 2/3% or more of the Lots within the Property, provided, however, anything to the contrary in this Declaration notwithstanding, no amendment or modification of Section 2.2(e) or Section 5.4 shall be made without the concurring vote of the Owner of Lot 10; and provided further that no amendment or modification shall be made without the concurring vote of the Owner of the Lot(s) to be affected by the proposed amendment (it being understood that such concurring votes are to be included in the Owners of 66 2/3% or more of the Lots).

10.11 Counting Days. "Days" as used herein shall be business days if five or fewer days are specified. If more than five days are specified, they shall be calendar days, except that if the last day of the specified number of days is not a business day, then the period shall be extending automatically so that the last day will be the next following business day.

10.12 Notices. All notices, approvals or other communications required or permitted to be given under this Declaration shall be in writing and shall be considered properly given or made: (i) seventy-two (72) hours after being mailed from within the United States by first-class United States mail, certified mail, return receipt requested, postage prepaid and addressed to the Owner for whom it is intended at the last known address of said Owner, whether actually received or not; or (ii) when actually received by the Owner to whom it is intended if given in any other manner. The mailing address for an Owner shall be the address of such Owner as shown on the tax rolls of the County or the address given by such person to the Committee. An Owner may change his or her address by filing a written instruction with the Committee or the Pinal County, Arizona, Recorder's Office.

10.13 Arbitration.

(a) All disputes among the Owners arising under this Declaration shall, at the election of one of the Owners who is a party to the dispute, be settled by arbitration according to the provisions of this Section, unless the disputing Owners agree on some other method of arbitration.

(b) Any disputing Owner desiring to submit a matter to arbitration shall first give notice to the other disputing Owner(s) of what is desired from the other disputing Owner(s) to resolve the matter. If, within 15 days after the notice, the matter has not been resolved as requested or in some other mutually acceptable manner, the arbitration procedure shall be started and shall proceed as set forth below.

(c) The arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of Arizona and the then-existing rules and regulations of the American Arbitration Association, as amended from time to time, governing commercial transactions to the extent such rules and regulations are not inconsistent with the Arizona Arbitration Act or this Declaration. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbiters in secrecy, available for inspection only by any party and by its respective attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. Judgment upon any award rendered under arbitration may be entered in any court having jurisdiction thereof. If three arbitrators are used, a decision of any two of them shall be binding.

(d) The costs of the arbitration, including any American Arbitration Association administration fee and the arbitrator's fee, costs for the use of facilities during the hearings, and attorneys' fees shall be borne by the losing party or the other, the costs shall be born as determined by the arbitrator.

IN WITNESS WHEREOF, the undersigned parties have caused this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS to be executed effective as of that date first written above.

CASA GRANDE/I-10 LAND PARTNERS
JOINT VENTURE, a joint venture
partnership

By Casa Grande/I-10 Land
Partners Limited Partnership I,
an Arizona limited partnership
Its General Partner

By WC Properties V,
a
Its General Partner

By Cacheris Investment
Company, a

Its General Partner

By Christopher J. Cacheris
Its Manager

By Casa Grande/I-10 Land Partners
Limited Partnership II, an
Arizona limited partnership
Its General Partner

By WC Properties VI,
a
Its General Partner

By Cacheris Investment
Company, a

Its General Partner

By Christopher J. Cacheris
Its Manager

C & I ARIZONA ASSOCIATES LIMITED
PARTNERSHIP, a New Hampshire
limited partnership

By Its General Partner

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged to before me
this _____ day of _____, 1989, by _____.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged to before me
this _____ day of _____, 1989, by _____,
the _____ of _____.

Notary Public

My Commission Expires:

DESIGN GUIDELINES
FOR

CASA GRANDE
MERCADO

BY

CASA GRANDE/ I-10 LAND PARTNERS,
JOINT VENTURE





The Architects Group Inc.

Architecture · Planning · Landscape Architecture

September 18, 1989

Mr. Kent Meyers
Mr. Jerry Owens
City of Casa Grande
300 E. Fourth Street
Casa Grande, Arizona 85222

Re: Casa Grande Mercado
TAG #87-009

Dear Messrs. Meyers and Owens:

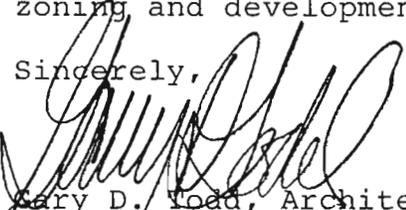
It is with great pleasure that Casa Grande/I-10 Land Partners, J.V. submits the Plans and Development Guide for the Casa Grande Mercado, a 62 acre master planned development on Florence Boulevard West of I-10.

The initial phase of Casa Grande Mercado will be a commercial development combining a variety of users. These uses have been combined so as to be complementary to each other as well as to the surrounding streetscape. In addition, restrictions have been developed so as to provide quality buildings of compatible styles and materials without being "cookie cutter" images of each other.

The accompanying design guidelines will help to show and explain the concept through plans, elevations and text. We hope these guidelines will provide the necessary information to review and approve the zoning request.

We look forward to working with the City of Casa Grande in the zoning and development of this property.

Sincerely,


Gary D. Todd, Architect
For THE ARCHITECTS GROUP, INC.

GDT:kct

DESIGN GUIDELINES & DEVELOPMENT RESTRICTIONS

The following Architectural Controls are highlighted to be of importance in the building design phase of the Casa Grande Mercado. These controls are meant to be applied to any development in the project to help insure a uniform standard of quality. They are important not only from an aesthetic viewpoint but from legal and safety viewpoints as well. Additional government regulations may also apply and should be consulted before commencing any design.

1. Easements - No improvements of any kind or nature shall be made or done by any owner or public purchaser, on or in any part of the development, without the prior approval of the Developer.

2. Property Lines are to be verified prior to construction. It is the responsibility of the owner to ensure compliance.

3. Construction Vehicles - No vehicles will be allowed to trespass on adjoining properties without the Developer's consent.

4. Portable Restroom Facilities - Must be provided on the construction site during the course of construction. Trailers or motor homes are acceptable substitutes, provided they are always made available to subcontractors. In no case may a trailer, motor home or temporary building be used for habitation.

5. Temporary Fencing - Upon completion of trenching for footings, a temporary chain link fence must be installed around the property lines to contain construction debris and provide safety and theft protection.

6. Construction Dumpster - Upon completion of footings and foundation walls, a construction dumpster, or other suitable container approved by the Developer, must be placed and properly used on the construction site. It must be of sufficient size and quality to contain construction trash and debris.

Lot owners are responsible for any construction material and other debris scattered, by wind or other forces, beyond the boundaries of their property, and should see to it that their own property is kept in an orderly manner during construction.

The contractor and subcontractors shall be advised in this regard, prior to construction, so that there are no misunderstandings. The lot owner will be assessed full labor charges by the Developer should it become necessary to have clean-up performed in the area due to disregard of this requirement.

7. Electrical Service - Electrical power must be provided during the course of construction. Power must be available and used as soon as the first wall is standing. A portable power generator will not meet this requirement.

8. Grading of Lots - Lots must be watered down for dust control purposes before grading. Unless previously graded by the developer, lots must not be graded until owner is ready to build.

9. Mechanical Equipment - Mechanical equipment (e.g., air conditioners, etc.) shall not be visible from common areas, streets or adjacent properties.

A. When mechanical equipment is ground-mounted, it must be screened by a wall that is of the same finish and texture as the building. Approved fences in most cases will satisfy this requirement.

B. When mechanical equipment is roof-mounted, it must be screened from view of the public right of way by a wall or parapet that is an integral part of the building.

10. Solar Units - Solar Units are permitted on flat roofs of the building provided they are approved by the Developer and concealed by screening which is an integral part of the structure of the building. Flat plate collectors will not be considered for approval on any pitched roof of the building.

11. Roofing Materials - All sloped roofs must be subdued, neutral colors (blue or green will not be permitted). In flat roof construction, with parapet walls, the parapet must completely surround the roof area. Buildings with built-up roofs must be built up on all sides.

12. Exterior Color Scheme - The plans and specifications should also include the detail of the exterior color scheme, including all exterior surfaces and the roof material color. Roofs, and the bulk of the wall surfaces, shall be in a subdued and neutral color range, with specific areas of wall to be accented with brightly festive accent colors. The Developer would like to call to your attention that any future repainting or redecorating of exterior surfaces will also require your submission of a color scheme for developer approval.

13. Driveways - All driveways must be of a solid, paved material. "Interlocking Pavers" or approved alternatives may be used in situations where approved by the Developer.

14. Fences and/or Wall - Design of all walls and fences must comply with any City of Casa Grande regulations. Gates may be wood, metal or other approved material. The use of seconds or gray concrete block for any wall is acceptable only if the wall

is painted or stuccoed on both sides. Walls or fences viewed from the street must match the color and texture of the adjoining walls or fences or generally conform to the color and texture of the primary building on the parcel on which the wall or fence will be located.

15. Corner Lots - When a building, planned for a corner lot, is rotated from a position where front does not face street intended (address street), the required setback must be observed from both street's property lines.

16. Excavation Protection - Excavations more than 30" in depth should be adequately protected by safety barriers when the job site is unattended. Liability for injury or property damage during construction, is entirely that of the owner and not of the developer. The owner must secure insurance to cover liability during construction.

17. Wind-blown Debris - Items left on the lot during construction which are easily carried by wind should be adequately secured to prevent injury to persons or damage to property (i.e., galvanized metal left on roofs).

18. Completion of Construction - Exterior construction must be completed within one year of breaking ground or time period approved by the Developer.

19. Landscaping - Weed control must be performed consistently before, during and after construction. Landscaping must be completed within the time limits imposed by the Casa Grande Code. All landscaping on lots shall comply with the City of Casa Grande regulations and with the Casa Grande Mercado Landscape Plan and Guidelines. Public right-of-ways shall use plant selections from the State of Arizona's low water using plant list.

20. Building Rear Elevations - Building rear elevations on all property perimeters shall be treated architecturally with reveals, height variations, wall surface offsets, color and texture variations, and adequate detailing to present a pleasing view from adjacent properties. Long, unbroken lengths of undetailed stuccoed walls shall not be permitted.

21. Antennas - No exterior television, radio, or an antenna of any type may be placed, allowed, or maintained upon any lot or parcel without written approval from the Developer. Concealment of antennas will be required where practical. Ham, citizen band or similar antennas shall not be allowed.

22. Amplifiers - No radio, stereo, television, broadcast or loudspeaker unit, and no amplifier of any kind, may be placed upon or outside, or be directed to the outside of, any building without prior written approval from the Developer.

23. Trash Containers - Trash and garbage containers shall be concealed from view of neighboring or public properties except for a reasonable length of time on collection days.

24. Setbacks - Building setbacks will be reviewed by the Developer to ensure the protection of neighboring properties. Sensitivity to this issue in the preliminary design stage will prevent problems later on in the process.

25. Roofing Materials - The use of standard asbestos, asphalt, composition or wood shingles is not acceptable. Blue or green clay tiles are not acceptable.

26. Fences or Walls - Any decorative perimeter privacy wall installed by the developer shall not be removed, altered or painted a color different than the color originally approved by the Developer without prior written approval of the Developer.

Parking lot screenwalls shall reflect the architectural character of the buildings. Long, straight, continuous height walls shall be avoided. Wall heights shall undulate as allowable within city guidelines, and surfaces shall be offset to work harmoniously with the berming and landscaping.

The following fencing materials are specifically not permitted:

Plastic

Wood

Bamboo

Corrugated Metal

Chain Link Fence

27. Ventilators - Turbine type ventilators are not approved, unless screened.

28. Generators - Out of consideration to neighbors and avoidance of noise pollution, portable generators are not permitted after the first wall is standing.

SPECIFIC DESIGN/CONSTRUCTION CONSIDERATIONS

1. Hotel/Business/Restaurant - These uses not only form the "front window" of the Casa Grande Mercado, but will also contribute to the quality development along Florence Boulevard. As a group, these buildings should exhibit compatibility as well as contrast. This oxymoron is achieved through a common theme or style without the buildings being exact images of each other. A southwestern style is proposed because of its adaptability to large as well as small buildings. Through the use of complementary neutral colors, a pronounced first floor and overscaled detailing, a traditional or contemporary interpretation can be achieved and still be compatible. Incorporating a flattened arch motif as

in the entry walls and first floor loggias will further tie together the various buildings.

In addition to the buildings themselves, a theme is also exhibited through site amenities and landscaping. By coordinating signage, a standard light fixture and paving texture and color, a human scale is brought to the site that helps to usually link the various buildings together. A common landscape palette between the streetscape and the buildings contributes to a feeling of continuity among the various elements as well.

2. Retail/Commercial - This use forms the core of the Casa Grande Mercado. Whether single or multi-tenant buildings, they should complement each other aesthetically while still allowing for individual identity.

The uses in this group of buildings differs from those along Florence Boulevard in that they are of a much larger scale. As a result, the architectural style will reflect this difference while retaining certain design traits. A simpler type of building will be developed with an emphasis on form rather than decoration. Any detailing should be simple but still of an overscaled nature to complement the Florence Boulevard buildings. To further continuity, a palette of neutral colors will be adhered to in all developments. The proportioning of any elements shall be in scale with the building, be it large or small. By adhering to these various design guidelines, a more contemporary interpretation may be developed and still be in compliance with the overall character.

The landscape shall be an integral part of the building development. A setting for the building shall be integrated with

any right-of-way landscape to form a cohesive unit rather than separate areas. By utilizing a common plant palette, a flow will be achieved between not only the various buildings but the streetscape as well.

LANDSCAPE GUIDELINES

In order to create an environment sympathetic to the Sonoran Desert, restrictions are encouraged that promote a responsible yet aesthetically pleasing landscape at the Casa Grande Mercado. These guidelines should be used in tandem with applicable City of Casa Grande regulations.

1. The landscape theme along the public right-of-ways and private roadways exhibits color, contrast, texture, scale, proportion and a low water using capability. Random, naturalistic groupings of trees provide a human scale to the streetscape as well as creating an interesting skyline. A visual anchor for the trees is provided by large scale massings of evergreen shrubs and groundcovers that contrast with groupings of colorful, blooming vegetation. Accent plantings, chosen for form and color, are situated so as to form focal points as one travels down Florence Boulevard or along internal internal collectors. Mounds, berming and low decorative walls break up flat expanses and add interest.

2. View corridors along Florence Boulevard are designed to provide exposure to the buildings for motorists. These view corridors are enframed by tree massings that channel views to buildings and signage while camouflaging views to parking lots and service areas. In addition, street corners and driveway entrances are visually opened up for safety on ingressing and egressing the Casa Grande Mercado.

3. Developers of individual lots and parcels are encouraged to use vegetative groundcover areas as an alternate to lawns, with placement of them for maximum effect. Groundcover areas immediately adjacent to buildings help to provide a forecourt as well as a visual base for the structure. In addition, they provide a cooling micro-climate near entrances or patio areas. The contrast between the oasis effect and the surrounding desert landscape of Florence Boulevard help to highlight the building.

4. An automatic irrigation system is to be provided to any landscape area. This system should feature a drip format or other type of water conservative irrigation system. It should be designed in a competent and professional manner and adhere to commonly accepted practices.

5. Any landscape plans should adhere to City of Casa Grande regulations and any other applicable government standards and regulations.

6. All plant materials should meet American Association of Nurserymen Standards and be in a disease free, acclimated state when planted. Dead plants are to be removed immediately and replaced with healthy specimens. Maintenance shall occur on a regular basis.

7. Any right-of-way planting shall conform to the Arizona Department of Water Resources' Low Water Using Plant List. While on-lot landscaping is not required to conform to this list, future projects are encouraged to choose their plant palette from it. This would not only help to promote a water conservative environment but provide continuity throughout Casa Grande Mercado.