

VISALIA AUTO PLAZA

Architectural Design Guidelines

August 19, 2003

Prepared By:

QK4

Architecture.Engineering.Construction.

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Visalia Auto Plaza

Auto Mall

INTRODUCTION

Visalia Auto Plaza (VAP) is a 70 acre, state of the art, regional automotive shopping and service experience for customers in the greater Visalia / Tulare / Hanford area. Modeled after retail concepts of the regional shopping mall, the VAP provides shoppers a unique destination where multiple vehicle dealerships are consolidated on one property of facilitate their purchase and service needs. Variety and selection are the two primary goals of any shopping experience and the VAP through the introduction of separate vehicles brands on properties ranging from approximately 4 to 13.5 acres.

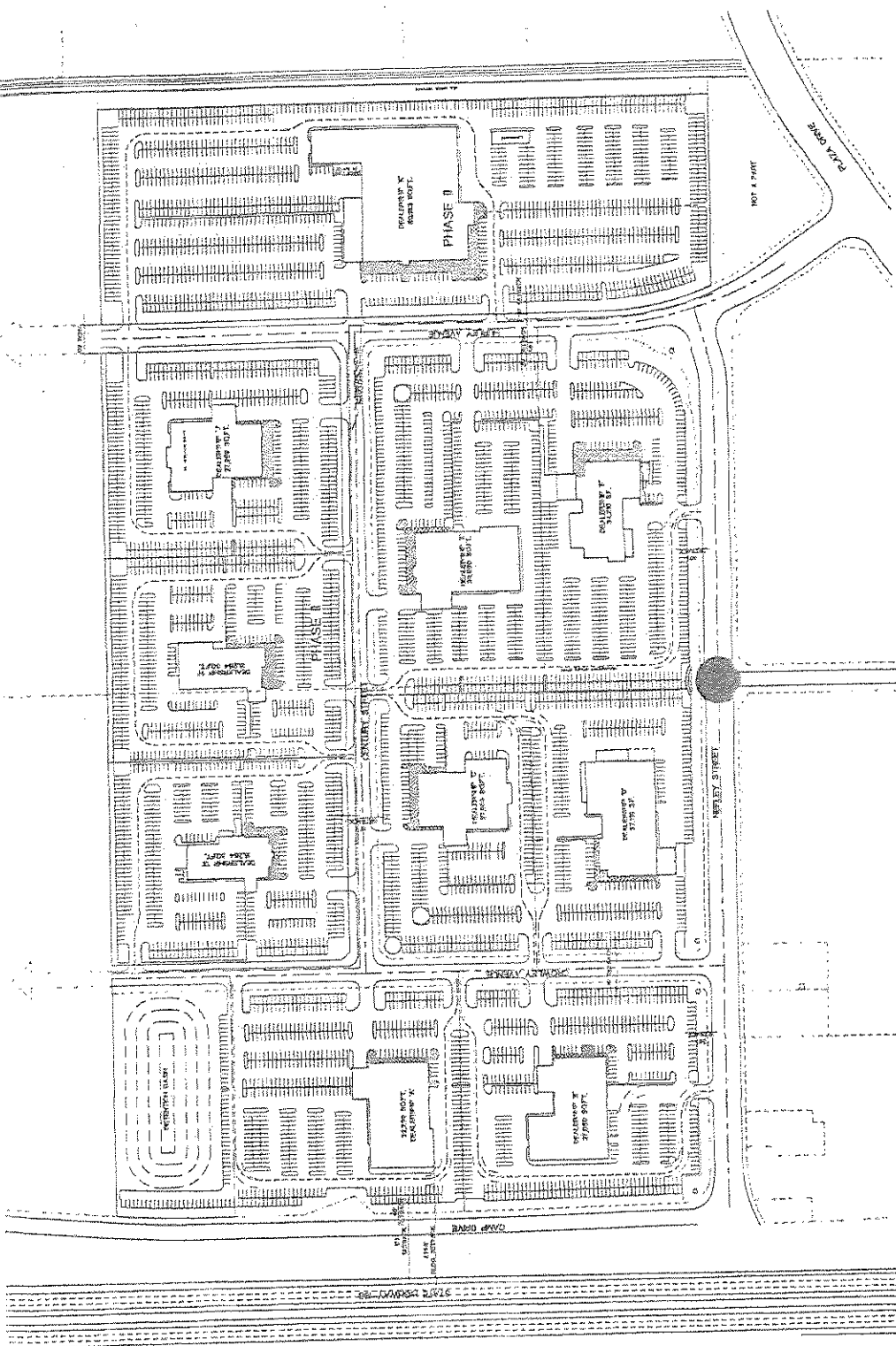
The following architectural design standards have been created as guidelines for the development of the auto plaza and to create continuity between each facet of the project as it is designed and constructed.

SITE MASTER PLAN

The overall Site Master Plan for the Visalia Auto Plaza is shown with all of the proposed phases, is reduced and shown on the next page, Exhibit 1.

SITE IMPROVEMENT

Site improvements will be constructed as each individual dealership develops. These improvements will include construction of ½ streets, plus a 12 foot wide travel lane as well as frontage improvements such as curb and gutter, landscaping and street lighting along the project side only.



CONCEPT PLAN
FIGURE 6

DATE: 5/10/00

SOURCE: QK1 ARCHITECTURE

- * INTER: INTERSECTIONS AND ARE INDICATED BY A CIRCLE WITH A CROSS
- * PHASE I DEVELOPMENT ARE HATCHED AREAS
- * PHASE II DEVELOPMENT ARE HATCHED AREAS
- * BRUSH RETRACTOR REQUIRED ARE NOTED ON PLAN

Visalia Auto Plaza

Auto Mall

SITE PLANNING CONCEPTS

- A. Building location and open spaces; Visalia Auto Plaza auto mall is planned on a parcel of land that is within the gateway to the City of Visalia along State Highway 198. Careful consideration was given to the appearance and site lines from the highway. The building orientation and land uses that abut the highway were purposely laid out to enhance this scenic corridor. Therefore the intent was not to back the project up to the highway, but to open it up and allow site lines with views into the center. To enhance the concept, peripheral building elements (landscape, hardscape, screen walls, sign bases, etc.) will have unifying architectural styles. Buildings will be built on stand-alone pads.
- B. Proposed uses; Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.
- C. Access; Access to the Auto Plaza will be from Plaza Drive. Ingress and egress for individual dealerships will be from Neeley, Hurley, Century, and Crowley Streets. No access to individual parcels will be permitted from Camp Drive.
- D. Phasing of Construction; The project will be constructed in two phases. The developer will construct all improvements to the public streets, underground utilities, common area landscaping, and signage at each phase. Construction of improvements for each parcel would be the responsibility of individual parcel owner. Each individual parcel will provide the required parking for their building. Site drainage will designed so that each phase will work independently of the other phases.

REQUIRED SETBACKS

Building and landscape setbacks are required and will be established through the Architectural Design Guidelines. Setbacks are to be measured from the edge of the property boundary unless otherwise indicated.

A. Building Setbacks:

- | | |
|-------------------------|---|
| • Hurley, Camp & Neeley | 30' Minimum |
| • Century, & Crowley | 15' Minimum |
| • Mill Creek | 5' Minimum from edge of Conservation Easement |
| • Side Yard | 5' Minimum |
| • Rear Yard | 5' Minimum |

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B. Landscaping Setback:

- Camp, Hurley & Neeley 30' Minimum
- Century, Crowley 15' Minimum
- Mill Creek Ditch 5' Minimum from edge of Conservation Easement
- Side Yard 5' Minimum
- Rear Yard 5' Minimum

C. Building Coverage:

- Each site shall have a maximum building coverage of fifty (50) percent of the net site area.

D. Building Height:

- Showroom building height shall be to a maximum of thirty (30) feet. The height shall be measured from the finished surface grade level to the highest point of the roof.

PARKING REQUIREMENTS

A. Customer and employee parking shall be incorporated on the site plans and shall clearly be identified by on-site signage.

B. Minimum parking requirements are as follows:

- Automobile dealerships; One parking space for each two employees during the time of maximum employment, plus one parking space for each two thousand (2,000) square feet of lot and building area used for the display or storage of automobiles.
- No parking of vehicles for sale will be allowed in the public right of way or landscape setbacks (with the exception of raised dealer display pads)

C. Loading and Unloading Facilities:

- Each Dealership site shall provide a loading and unloading area which shall be a minimum of twelve (12) feet by 105 feet. This special area shall be designated on the site plan and shall be in conjunction with the inventory storage area. The design of the loading and unloading area shall provide for the following:
- Incorporate ease of ingress and egress for safety and efficiency.
- The loading and unloading facilities shall not adversely interfere with on-site circulation.

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- The loading and unloading facilities shall be designed to accommodate vehicle carrier truck maneuvers on site, without backing from or into a public street.

DESIGN REVIEW / SUBMITTAL PROCESS / GENERAL ARCHITECTURE

A design review and submittal process has been established to ensure that all elements of the development within the Visalia Auto Plaza meet the requirements set forth in these design guidelines. All plans and specifications will be submitted through City of Visalia's Site Plan Review process.

- A. No building, exterior signs or structures shall be erected or exterior alterations or additions made on any site unless such improvements are in conformance with the plans and specifications approved by the Architectural Review Committee. The approval shall encompass landscaping and architecture as specified by these standards.
- B. The Architectural Review Committee shall be established prior to development of the auto dealership and will consist of the following members:
 - Two (2) Developer representatives – Auto Plaza Associates, LLC
 - Two (2) Dealership representatives –
 - One (1) Architectural representative –
 - One (1) City representative as appointed by the City Planner -
- C. Processing through the Auto Plaza Architectural Review Committee will be in addition to the reviews and submittals required by the City of Visalia. Approval or disapproval shall be made in writing within 30 days of application.
- D. Submittals to the Architectural Review Committee shall include:
 - A Site Plan showing the location of all of the buildings, landscaped areas, on-site parking areas, vehicular and pedestrian access ways, accessory structures and signage.
 - Drawings shall be submitted showing elevations of all buildings from all ground level views together with landscaping, accessory structures, building colors and rim materials.
 - A color board of all the surface materials of the buildings and accessory structures.
 - All plans shall be prepared by licensed, registered personnel appropriate to the designs being submitted.

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- Additional supporting material shall be submitted which adequately demonstrate, to the satisfaction of the Architectural Review Committee, that the provisions of these guidelines are met.
- Landscaping plans shall be submitted which show plant selection and usage, conceptual grading, drainage and irrigation improvements.

E. Architectural Theme:

- The Visalia Auto Plaza intends to encourage a Modern/Contemporary architectural theme. The intent of these standards is not to limit innovative design approaches, nor is it to have all dealerships look exactly alike. Manufacturer image programs are acceptable.
- All buildings should be simple in form and should emphasize geometric shapes and horizontal line qualities. The use of curved surfaces is encouraged.

F. Colors:

- The color scheme shall emphasize earth tones and warm gray shades. The buildings' body color that is selected shall be used through each individual dealership and shall work to integrate all elements of the individual dealerships.

G. Building Materials Acceptable:

- Concrete masonry units
- Stucco
- Exposed timbers
- Precast concrete tilt-up panels.
- Ornamental iron
- New brick of rust color
- Flush surface metal panels

H. Buildings Materials Unacceptable:

- Exposed wood siding
- Corrugated metal siding
- Unpainted metal trim or flashing
- Shake or shingle roof

I. Building Orientation and Views:

Visalia Auto Plaza

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- The dealership showrooms and exterior covered areas shall be oriented toward Hurley, Century, and Crowley Streets. Public entrances should be identified by color or form.
- Building and exterior display areas should be sited to complement existing topography, site configuration and adjacent uses. Onsite grading should be kept at a minimum.
- Service bays and repair areas are to be enclosed and located to the rear of the site area. Loading areas, storage areas and trash collection areas should be screened from view from public streets, pedestrian walks or common customer parking areas. The screen wall should be a minimum of six (6) feet in height and shall be masonry concrete or stucco construction consistent with the buildings materials used on the main building. Site fencing, where such fencing is not visible from public streets, may be chain link to maximum height of seven (7) feet with an eighteen (18) inch spiral razor barbed wire cap. No fencing shall be permitted in the front yard setback.
- Roof mounted mechanical equipment, ductwork, vents and access ladders shall be screened from view from the public streets, State Highway 198, pedestrian walks and common parking areas. The equipment shall be screened by the building from itself using parapets, roofs, etc. Individual equipment screens are not encouraged unless they are determined to be consistent with the general building design and materials by the Architectural Review Committee.
- Views from Highway 198; Six (6) foot screen walls will be used to minimize views of the service bays from the highway.
- Large wall masses are to be broken-up through the use of a combination of varying colors and or materials.

J. Vehicle Display Pads:

- Each parcel may have, except on the Camp Drive and Neeley Street frontages, two (2) raised vehicle display pads for each manufacturer line to a maximum of six (6) per parcel. All display pad shall be constructed consistent with the design in Exhibit 2 and may be located in the required landscape area a minimum of five (5) from property line and shall not create a site distance impact to vehicle traffic when exiting. Suggested distance from vehicle access drives is twenty-five (25) feet.
- Vehicle Display pads may also be used to enhance the Visalia Auto Plaza Center Identification Sign Area as shown in Exhibit 3 if the property owner/dealership association includes a mechanism for the sharing of these pads by all the dealerships on a rotating basis. Otherwise, raised pads are not allowed within 50 feet of the center identification signs.

Exhibit "2"

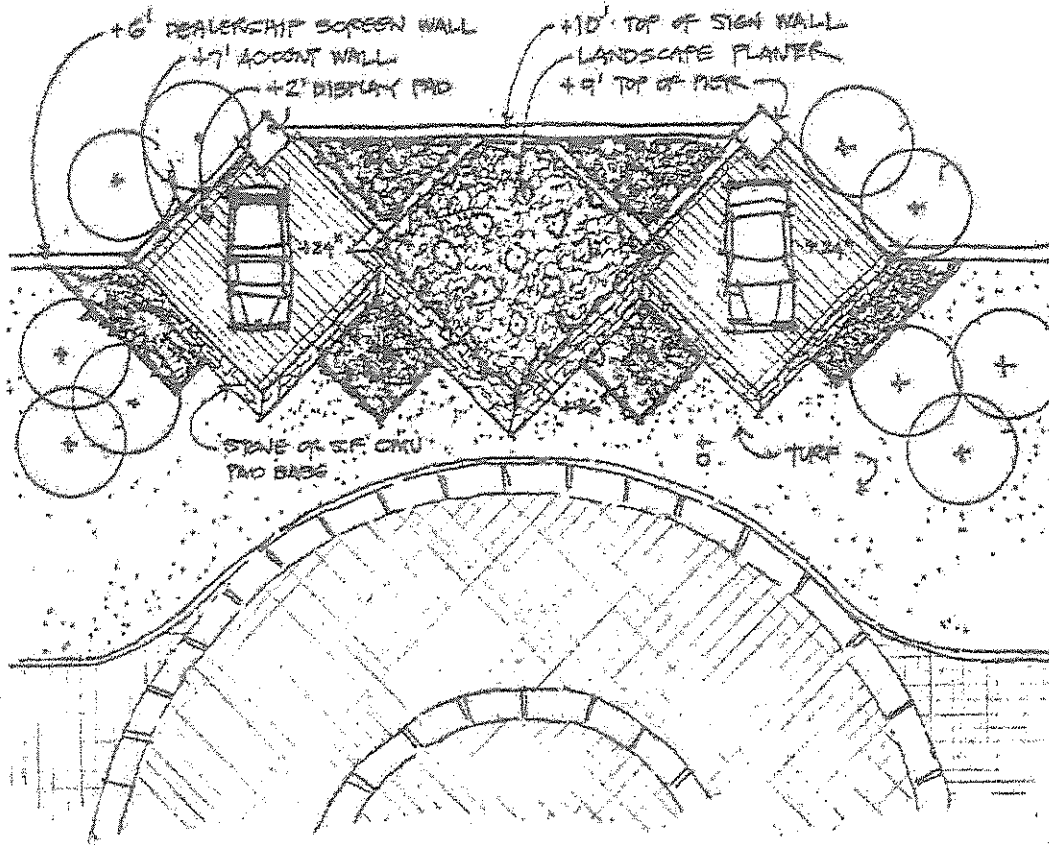
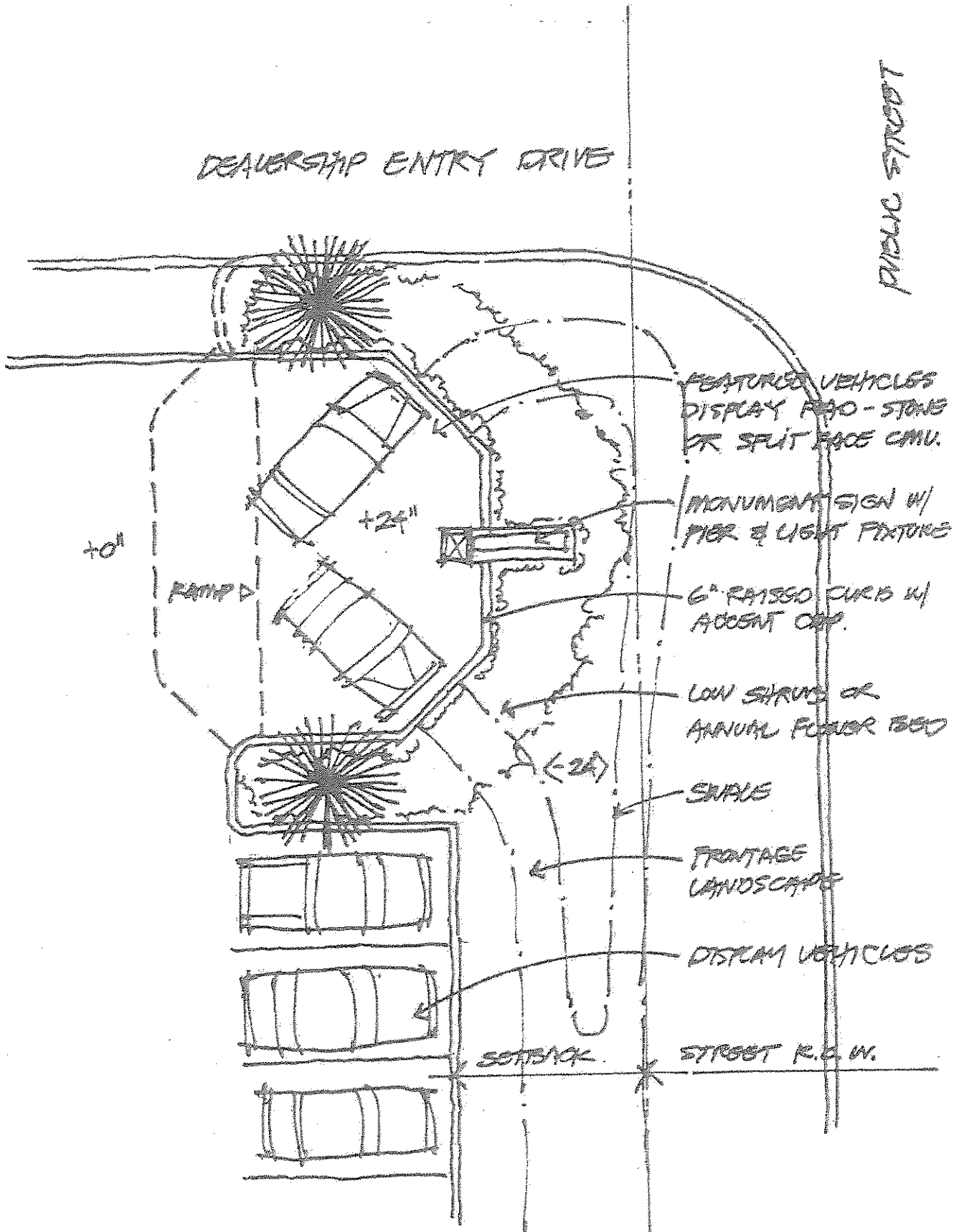


Exhibit "3"



Visalia Auto Plaza

Auto Mall

LANDSCAPING

The primary objective of the landscape guidelines is to promote a visual separation between the dealers, parking lots and adjacent properties. The goal is to promote an environment within the auto mall that is pleasing, inviting, and unified.

A. Landscaping:

- All landscaping will be in accordance with section 17.30.130 of the City of Visalia's Zoning Ordinance, with a provision for clustering of trees.
- Every site on which a building is placed shall be landscaped and maintained thereafter in a well kept condition. A landscaping plan shall be submitted to the Architectural Review Committee. Such landscaping plan shall be prepared by a landscape architect licensed in the State of California.
- Interior landscaping shall be utilized to break up large paved areas and soften building lines.
- The thirty (30) foot front landscaping shall be gently mounded to maximum height of eighteen (18) inches utilizing a turf or ground cover treatment. Trees and shrubs shall be used at common property lines to define site separations.
- The Mill Creek Conservation Easement will be landscaped with riparian plantings.

B. Soil Preparation:

- To ensure proper root growth, soil tests shall be performed and soil additives used to provide adequate nutrients, rooting environmental and soil Ph.

C. Irrigation:

- All landscaped planting areas shall be fully irrigated with complete coverage. All systems/circuits shall be underground. Detailed landscaping and irrigation plans shall be submitted to the City of Visalia Planning Department for review and approval prior to issuance of building permits.
- All irrigation systems shall be automatically controlled with electromechanical or solid state controllers able to have variable length timing circuits.
- Water conservation systems are recommended.
- All valves (remote control valves, quick coupler valves, shut-off valves, etc.) shall be installed in valve boxes which are flush to finished landscaped grade.

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D. Fencing:

- On-site fencing may include a chain fence to a maximum total height of seven (7) feet with an optional eighteen (18) inch spiral razor ribbon barbed wire cap, where such fencing is not visible from the public right of way, public walkways and where it does not extend into the thirty (30) foot front yard setback. Masonry walls of the same height may be substituted at owner's option, or where required by the City of Visalia. This requirement is designed to ensure security for individual properties.

SIGNAGE

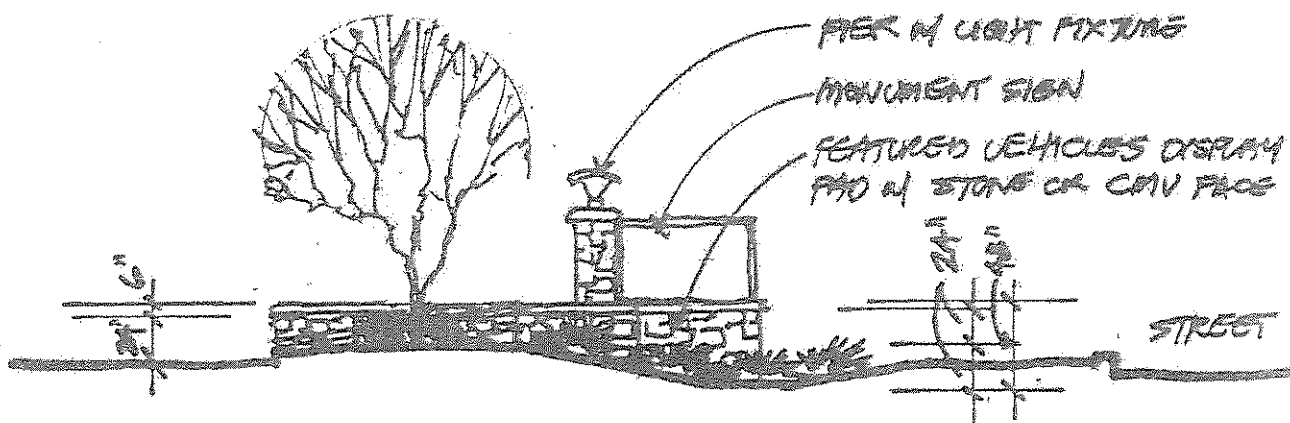
A. General Requirements

- Each dealership shall be allowed only those signs that are necessary for identification of the franchise, the premises, the department uses on site an directional signing. The design size, location, color and materials of construction shall be submitted to the Architectural Review Committee for approval prior to construction. All dealerships shall comply with the City of Visalia Sign Ordinance except as provided herein. Billboards, streamers, temporary signs, revolving signs, flashing signs and moving signs are specifically prohibited.
- No signs visible from outside the property may be placed, parked, attached to or displayed from the site except as provided herein. No signs projecting from the roof line of any building or painted on the sides of buildings or roof without approval of the Architectural Review Committee.
- No temporary signs or advertising materials such as balloons, streamers, flags, and inflatable advertising shall be permitted.
- Center identification signs shall only be allowed at the southwest corner of Hurley and Neeley Streets and the T-intersection of Crowley and Neeley as shown in Exhibit 3.

B. Free Standing Monument Signs

- Each dealership shall be allowed one double faced monument sign for each auto line to a maximum of two per parcel consistent with the sign design in Exhibit 4. The sign shall be located on the primary street frontage. Such sign shall be ground-mounted containing the dealership name and manufacture name of the new automobiles sold on the site. The maximum height of the sign shall not exceed ten (10) feet. The total illuminated sign area shall not exceed thirty-five (35) square feet of sign copy per face. The total aggregate surface area of the sign faces and the structure shall not exceed one hundred forty (140) square feet.

Exhibit "4"



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- Freestanding monument signs shall be setback a minimum of five (5) feet from front property lines and a minimum of twenty (20) feet from any interior side property line.
- Freestanding signs are not allowed on the Camp Drive frontage.

C. Building Signs

- Each dealership shall be allowed building signage identifying the dealership name and manufacture name of new automobiles sold on the site. The sign(s) shall be located on the top showroom fascia facing the primary street or on a flat wall surface. The signs shall be preformed, individual illuminated letters with Plexiglas faces in deep channel cans. The maximum height of the letters shall be thirty-six (36) inches. Logo signs shall not exceed ten (10) square feet in area.
- Building signs along Camp Drive shall be limited to secondary signage only.
- Primary Sign - Two square feet of sign area is permitted for each foot of linear occupancy frontage to a maximum of one hundred fifty (150) square feet. Dealerships may choose which exterior side of the building will be used for the purpose of calculating the permitted sign area.
- Secondary Sign - Additional signs of a maximum of twenty-five (25) percent of the sign area as calculated for the primary sign shall be allowed for each remaining exterior wall provided that the sign area for any given wall shall not exceed two square feet per linear foot of the wall length.
- Variances to building sign area may be approved by the Planning Commission in accordance with Section 17.48.110 of the City of Visalia Zoning Ordinance. Approval of a variance shall be based on providing adequate signage for all manufacturer lines at a single dealership.

D. Department Identification Signs

- One wall sign is allowed for each department (e.g., use card, service, parts, body shop, etc). The maximum height of such signs shall be eight (8) inches with a maximum total area of three square feet per sign.

E. Directional signs

- Dealership directional signs shall be limited to "Enter", "Exit", "Service Entrance", "Customer Parking", and "Employee Parking". Sign height shall not exceed four (4) feet with a maximum sign area of four (4) square feet.

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LIGHTING

Illumination of the auto mall is important for the safety and security of the pedestrian, and motorist. The quality of the lighting needs to be maintained throughout the center and reinforced through the consistent use height, spacing, color and type of fixture used with in the area.

- Although lighting plans for the auto mall have not yet been developed, a general concept for project lighting to be employed in the phase I development has been established. The plan for night lighting for phase I development would provide for sufficiently bright lighting for security and safety purposes, but would avoid offensive glare and direct illumination of off-site locations. This would be accomplished by specifying the use of metal halide lighting in the parking lots, display areas, and internal circulation areas, by recessing light source completely within their fixture, and through the use of cut-off shields on light standards to block direct illumination beyond the parcel boundaries.
- Search Lights (temporary or permanent) are prohibited.



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RECEIVED

2003-0096292

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

DEC 23 2003

COMM. DEVELOP.
CITY OF VISALIA

Recorded
Official Records
County Of
Tulare
GREGORY B. HARDCASTLE
Recorder

REC FEE .00

11:06AM 03-Oct-2003

BT
Page 1 of 23

City of Visalia
Planning Division
315 East Acequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS AGREEMENT made this 26th day of August 2003, by American Properties Holdings, LLC hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, the Owner is the owner of real property, herein called the "Property" situated in the City of Visalia, which Property is described in Item (d) of Exhibit I of this Agreement; and

WHEREAS, the Property is now zoned as specified in Item (a) of Exhibit I; and

WHEREAS, the Owner has applied for a rezoning of the Property pursuant to which application the Property is being rezoned from its present classification to the classification or classifications specified in Item (b) of Exhibit I; and

WHEREAS, hearings have been held upon said application before the City Council of the City of Visalia, State of California, and after having considered the matter presented, it has been determined that certain conditions to the rezoning of said real property must be imposed so as not to endanger the health, safety, and the general welfare of the City of Visalia and its residents.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I is being granted, the rezoning shall be subject to the conditions specified in the following paragraphs:

1. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.
2. That the Owner shall comply with the additional conditions specified in Item (e) of Exhibit I of this Agreement.
3. In the event the Owner, and successor in interest of the Owner, or any person in possession of the property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within thirty (30) days after notice thereof as provided in Paragraph 4, the City may institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of this agreement within thirty (30) days after written notification from City to do so, shall constitute a default in this agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of this agreement either through its own employees or through parties with whom it may contract,

Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

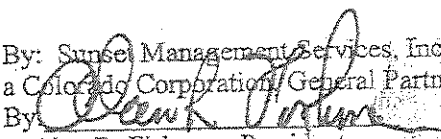
4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.
5. Notice of violation of provisions of this Agreement shall be sent to the Owner at the address specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice if they are reflected on the tax roll.
6. Each and every one of the provisions of this Agreement herein contained shall run with the land and shall bind and inure to the benefit of the successors in interest, heirs and assigns, in the same manner as if they had herein been expressly named.
7. Zoning of the Property as indicated in Item (b) of Exhibit I shall not be consummated until such time as the Agreement has been recorded in the office of the Tulare County Recorder.
8. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

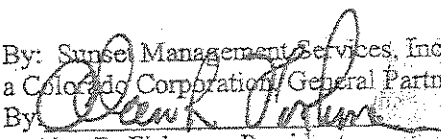
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

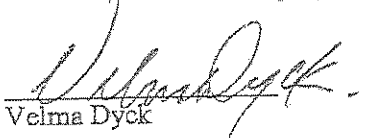
"Owner"

American Properties Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

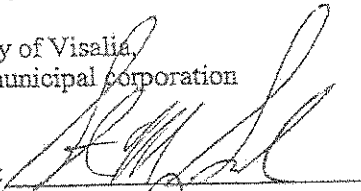
By:  Sunset Management Services, Inc.
a Colorado Corporation, General Partner

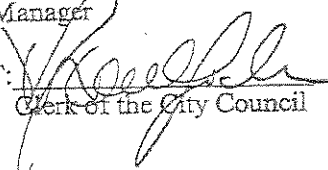
By:  Alan R. Fishman, President


Velma Dyck

"City"

City of Visalia,
a municipal corporation

By: 
City Manager

ATTEST: 
Clerk of the City Council

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tulare

ss.

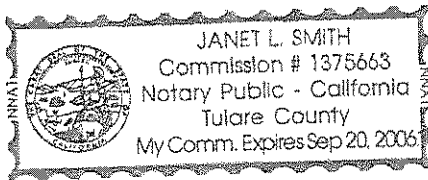
On Oct. 2, 2003 before me,

Janet L. Smith Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steven M. Salomon

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janet L. Smith
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



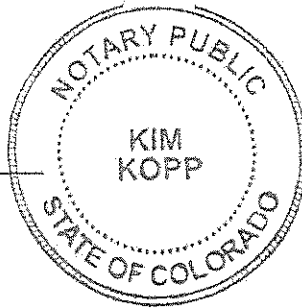
STATE OF COLORADO
COUNTY OF JEFFERSON }

On, Aug. 26, 2003, before me, Kim Kopp, Notary Public personally appeared Alan R. Fishman, personally known to me, or, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim Kopp

My Commission Expires January 9, 2006



RE: Conditional Zoning Agreement No. 2003-01

STATE OF CALIFORNIA

}

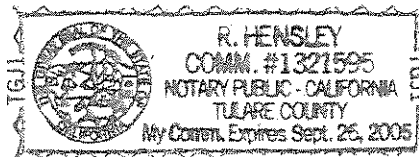
ss.

COUNTY OF TULARE

On, October 1, 2003, before me, R. Hensley, Notary Public personally appeared Velma Dyck, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/a~~re~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

R. Hensley



Re: Conditional Zoning Agreement No. 2003-01

EXHIBIT I
CONDITIONAL ZONING AGREEMENT NO. 2003-01

(a) The Property prior to the rezone contemplated in this agreement is now zoned:

Agriculture (A)

(b) The zoning reclassification of a portion of the Property is from its present zoning to:

Service Commercial (CS)

(c) Notice to the Owner pursuant to Paragraph No. 4, shall be addressed to:

Mr. Will Dyck
2025 N. Gateway, Suite 101
Fresno, CA 93727

(d) "Property" as used in this Agreement, includes:

APN No's. 081-020-063 and 081-020-068.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

EXHIBIT II
CONDITIONAL ZONING AGREEMENT NO. 2003-01
Design Guidelines

**City of Visalia
Agenda Item Transmittal**

Meeting Date: September 2, 2003

Agenda Item Number (Assigned by City Clerk): 10

Agenda Item Wording: Second reading and adoption of Ordinance No. 2003-13 for the following:

Change of Zone No. 2002-18, an amendment to the Zoning Ordinance to change the zone from Agriculture (A) to Service Commercial (CS). The project is 72 acres located west of Plaza Drive between Mill Creek Ditch and Camp Drive (APN 081-02-063, 064, 068) to accommodate the Visalia Auto Plaza.

Applicant: Mangano Homes/Westland Development

Deadline for Action: None

Submitting Department: Community Development - Planning

Contact Name and Phone Number:

Darlene Mata, Principal Planner (559) 713-4002

For action by:

- ☒ City Council
- ☐ Redev. Agency Bd.
- ☐ Cap. Impr. Corp.
- ☐ VPFA

For placement on which agenda:

- ☐ Work Session
- ☐ Closed Session
- ☒ Regular Session:
- ☐ Consent Calendar
- ☐ Regular Item
- ☐ Public Hearing

Est. Time (Min.): 15 min

DEPARTMENT RECOMMENDATION AND SUMMARY:

Staff recommends that the City Council adopt Ordinance No. 2003-13 approving Change of Zone No. 2002-18 subject to Conditional Zoning Agreement No. 2003-01 attached.

Conditional Zoning Agreement 2003-01, attached contains Design Guidelines for the development of the Auto mall. The Planning Commission had recommended several changes to the Guidelines including the reduction of the maximum height of buildings from 50-feet to 35-feet and elimination of the provision to allow raised vehicle display pads.

Based on comments of the City Council, staff has not amended the guidelines as recommended by the Planning Commission. The primary goal in the guidelines is to provide common theme and design parameters for items such as the raised vehicle pads, signage and landscaping. The guidelines currently state that each dealership will be allowed two raised pads per manufacturer line to a maximum of six per parcel. For example, if a dealership sells only one car line, then only two raised pads would be allowed. If a dealership consists of two car lines then they would be allowed four. All the pads will be required to be constructed in conformance with a standard design. The pads will have a block or stone base a maximum height of three feet that will coordinate with the monument signs. The requirement that all raised pads, and monument signs, look the same will provide the continuity of design mentioned by the auto mall consultant at the public hearing.

Another amendment to the Design Guidelines is to signage. The applicant proposes two center identification signs, at the intersection of Hurley and Neeley Streets and Neeley and Crowley Street. The center identification signs will both be the same design with a low profile curved wall a maximum height of 5-feet with landscaping surrounding the sign. The signs will be

designed to coordinate with the monument signs in the development. The Design Guidelines also contain a provision that would allow two raised pads near the center identification sign at the Hurley and Neeley Street intersection. Staff has amended the Guidelines to state that the two raised pads will be allowed if the property owners association can provide for the joint use of the pads by all dealerships within the Auto mall. If a provision is not made for the joint use of the pads, they will not be allowed.

There was discussion at the Council meeting on limiting the use of the Auto mall to new car dealerships. The Guidelines have been clarified to state that uses within the project are limited to new car dealerships with ancillary used car sales and the normal service components, see page 4 in the Design Guidelines. No stand alone used car dealerships or service businesses will be allowed within the project area. Minor changes to the text were made in these areas only.

The Design Guidelines will become part of the Zoning Agreement to be recorded. . The City Council can direct staff to make any other changes to the guidelines deemed necessary to facilitate a quality development. Copies of the Zoning Agreement signed by the property owners are attached. There are currently two copies signed by the two owners, the final original to be signed by the City and recorded will have all the signatures on one document.

COMMITTEE/COMMISSION REVIEW AND ACTIONS:

On August 18, 2003, the City Council approved the resolutions and ordinance approving the general plan amendment and change of zone.

The Planning Commission approved a recommendation of approval of General Plan Amendment 2002-20 and Change of Zone 2002-18 on July 28, 2003.

EXHIBITS:

Ordinance No. 2003 – 13 with Zoning Agreement 2003-01

Recommended Motion (and Alternative Motions if expected):

1. I move to approve the second reading of Ordinance No. 2003-13 approving Change of Zone 2002-18 and Conditional Zoning Agreement No. 2003-01.

CITY MANAGER RECOMMENDATION:

Environmental Assessment Status

CEQA Review:

Required? Yes

Review and Action:

Prior:

Required

City Council certified the EIR on August 18, 2003

NEPA Review:

Required? No

Review and Action:

Prior:

Required

Financial Impact

Funding Source:

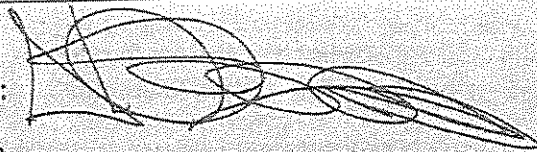
Account Number: _____ (Call Finance for assistance)

Budget Recap:

Total Estimated cost: \$	New Revenue: \$
Amount Budgeted: \$	Lost Revenue: \$
New funding required: \$	New Personnel: \$
Council Policy Change: Yes _____	No _____

Review and Approval - As needed:

Department Head Review (Signature):



Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

ORDINANCE NO. 2003-13

AMENDING A PORTION OF THE ZONING MAP FROM (A) AGRICULTURE TO (CS) COMMERCIAL SERVICE, LOCATED NORTH OF STATE HWY 198, WEST OF PLAZA DRIVE; MANGANO HOMES/WESTLAND DEVELOPMENT COMPANY, APPLICANT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA

Section 1: The City Council certified that the Final Environmental Impact Report for the Visalia Auto Plaza Project, SCH 2003021076, was prepared consistent with the California Environmental Quality Act (CEQA) and City of Visalia Environmental Guidelines on August 181, 2003;

Section 2: The City Council adopted a Mitigation Monitoring Program to monitor the implementation of mitigation measures identified to reduce impacts to a level of less than significant and a Statement of Overriding Considerations for those impacts which could not be mitigated to a level less than significant.

Section 3: The Planning Commission of the City of Visalia has recommended to the City Council that property designated (A) Agriculture, located north of State HWY 198, west of Plaza Drive, be rezoned to CS (Commercial Service).

Section 4: The amendment is subject to provisions of Conditional Zoning Agreement No. 2003-01, attached hereto.

Section 5: This property is hereby zoned CS (Commercial Service) and Zoning Map of the City of Visalia is amended to show said parcel zoned CS (Commercial Service).

Section 6: This ordinance shall become effective 30 days after passage hereof or upon execution of Conditional Zoning Agreement No. 2003-01, whichever is later.

PASSED AND ADOPTED: 9/2/03

ATTEST:

STEVEN M. SALOMON, CITY CLERK

JESUS J. GAMBOA, MAYOR

Jesús J. Gamboa

APPROVED BY CITY ATTORNEY

Daniel M. Deoley

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Steven M. Salomon, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2003-13 passed and adopted by the Council of the City of Visalia at a regular meeting held on September 2, 2003 and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated: *September 22*, 2003

STEVEN M. SALOMON, CITY CLERK

By *Roxanne Yoder*, Chief Deputy

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

City of Visalia
Planning Division
315 East Acequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS CONDITIONAL ZONING AGREEMENT NO. 2003-01 (the "Agreement") made this ____ day of ____ 2003, by American Property Holdings, I.L.C., a California limited liability company, hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, the Owner is the owner of real property, herein called the "Property" situated in the City of Visalia, which Property is described in Item (d) of Exhibit I of this Agreement; and

WHEREAS, the Property is now zoned as specified in Item (a) of Exhibit I; and

WHEREAS, Mangano Homes / Westland Development, agent of the Owner, have applied for a rezoning of the Property pursuant to which application the Property is being rezoned from its present classification to the classification or classifications specified in Item (b) of Exhibit I; and

WHEREAS, hearings have been held upon said application before the City Council of the City of Visalia, State of California, and after having considered the matter presented, it has been determined that certain conditions to the rezoning of said Property must be imposed so as not to endanger the health, safety, and the general welfare of the City of Visalia and its residents.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I is being granted, the rezoning shall be subject to the conditions specified in the following paragraphs:

1. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.
2. That the Owner shall comply with the additional conditions specified in Item (e) of Exhibit I of this Agreement.
3. In the event the Owner, any successor in interest of the Owner, or any person in possession of the Property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within thirty (30) days after notice thereof as provided in Paragraph 4, the City may institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of Exhibit I of this Agreement within thirty (30) days after written notification from City to do so, shall constitute a default in this Agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of Exhibit I of this Agreement either through its own employees or through parties with whom it may contract, and assess the full costs and expenses thereof to the Owner. The

Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.
5. Notice of violation of provisions of this Agreement shall be sent to the Owner at the address specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice if they are reflected on the tax roll.
6. Each and every one of the provisions of this Agreement herein contained shall run with the land and shall bind and inure to the benefit of the successors in interest, heirs and assigns, in the same manner as if they had herein been expressly named.
7. Zoning of the Property as indicated in Item (b) of Exhibit I shall not be consummated until such time as the Agreement has been recorded in the office of the Tulare County Recorder.
8. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

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

"Owner"

American Properties Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

By: Sunset Management Services, Inc.
a Colorado Corporation, General Partner
By: Alan R. Fishman
Alan R. Fishman, President

"City"

City of Visalia,
a municipal corporation

By: _____
City Manager

ATTEST: _____
Clerk of the City Council

Velma Dyck

EXHIBIT I
CONDITIONAL ZONING AGREEMENT NO. 2003-01

- (a) The Property prior to the rezone contemplated in this agreement is now zoned:

Agriculture (A)

- (b) The zoning reclassification of a portion of the Property is from its present zoning to:

Service Commercial (CS)

- (c) Notice to the Owner pursuant to Paragraph No. 4, shall be addressed to:

Mr. Will Dyck
2025 N. Gateway, Suite 101
Fresno, CA 93727

- (d) "Property" as used in this Agreement, includes:

APN No's. 081-020-063 and 081-020-068.

- (e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

City of Visalia
Planning Division
315 East Avequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS CONDITIONAL ZONING AGREEMENT NO. 2003-01 (the "Agreement") made this 16 day of June, 2003, by American Property Holdings, LLC, a California limited liability company, hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

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equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (c) of Exhibit I of this Agreement either through its own employees or through parties with whom it may contract, and assess the full costs and expenses thereof to the Owner. The Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.
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9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

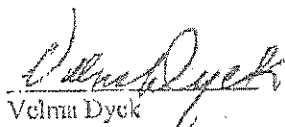
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"Owner"

American Property Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

By: Sunset Management Services, Inc.
a Colorado Corporation, General Partner
By: _____
Alan R. Fishman, President


Velma Dyck

"City"

City of Visalia,
a municipal corporation

By: _____
City Manager

ATTEST: _____
Clerk of the City Council

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(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

VISALIA AUTO PLAZA

Architectural Design Guidelines

August 19, 2003

Prepared By:

QK4

Architecture.Engineering.Construction.

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Visalia Auto Plaza

Auto Mall

INTRODUCTION

Visalia Auto Plaza (VAP) is a 70 acre, state of the art, regional automotive shopping and service experience for customers in the greater Visalia / Tulare / Hanford area. Modeled after retail concepts of the regional shopping mall, the VAP provides shoppers a unique destination where multiple vehicle dealerships are consolidated on one property of facilitate their purchase and service needs. Variety and selection are the two primary goals of any shopping experience and the VAP through the introduction of separate vehicles brands on properties ranging from approximately 4 to 13.5 acres.

The following architectural design standards have been created as guidelines for the development of the auto plaza and to create continuity between each facet of the project as it is designed and constructed.

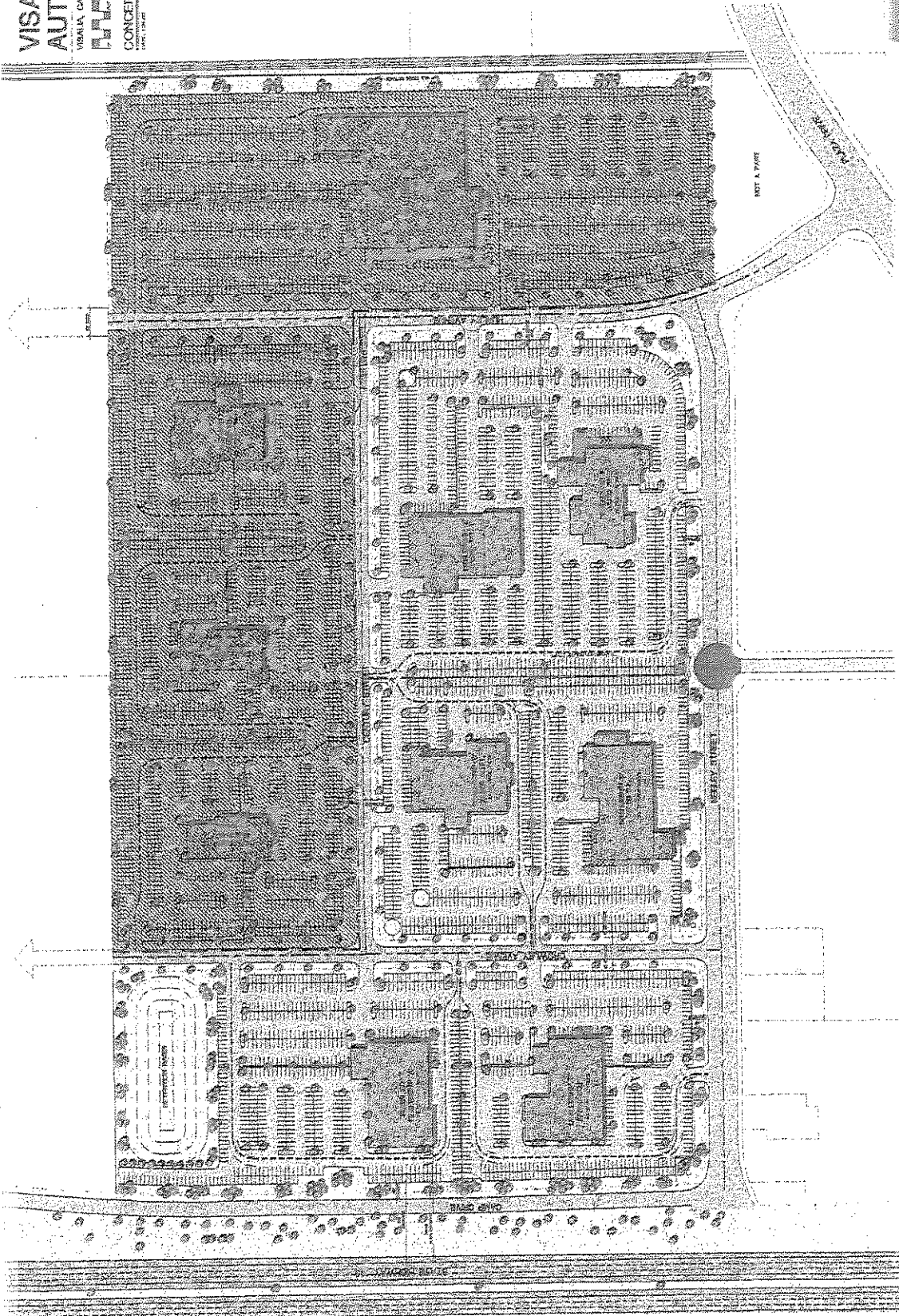
SITE MASTER PLAN

The overall Site Master Plan for the Visalia Auto Plaza is shown with all of the proposed phases, is reduced and shown on the next page, Exhibit 1.

SITE IMPROVEMENT

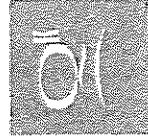
Site improvements will be constructed as each individual dealership develops. These improvements will include construction of ½ streets, plus a 12 foot wide travel lane as well as frontage improvements such as curb and gutter, landscaping and street lighting along the project side only.

**VISALIA
AUTO PLAZA**
VISALIA, CALIFORNIA
CONCEPT PLAN
DATE: 12/04/03



Autopilot

425 S. 4th Street
Suite 101
Visalia, CA 93291
Tel: 559-377-2723
Fax: 559-377-2725
www.934.com



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SITE PLANNING CONCEPTS

- A. Building location and open spaces; Visalia Auto Plaza auto mall is planned on a parcel of land that is within the gateway to the City of Visalia along State Highway 198. Careful consideration was given to the appearance and site lines from the highway. The building orientation and land uses that abut the highway were purposely laid out to enhance this scenic corridor. Therefore the intent was not to back the project up to the highway, but to open it up and allow site lines with views into the center. To enhance the concept, peripheral building elements (landscape, hardscape, screen walls, sign bases, etc.) will have unifying architectural styles. Buildings will be built on stand-alone pads.
- B. Proposed uses; Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.
- C. Access; Access to the Auto Plaza will be from Plaza Drive. Ingress and egress for individual dealerships will be from Neeley, Hurley, Century, and Crowley Streets. No access to individual parcels will be permitted from Camp Drive.
- D. Phasing of Construction; The project will be constructed in two phases. The developer will construct all improvements to the public streets, underground utilities, common area landscaping, and signage at each phase. Construction of improvements for each parcel would be the responsibility of individual parcel owner. Each individual parcel will provide the required parking for their building. Site drainage will be designed so that each phase will work independently of the other phases.

REQUIRED SETBACKS

Building and landscape setbacks are required and will be established through the Architectural Design Guidelines. Setbacks are to be measured from the edge of the property boundary unless otherwise indicated.

A. Building Setbacks:

- | | |
|-------------------------|---|
| • Hurley, Camp & Neeley | 30' Minimum |
| • Century, & Crowley | 15' Minimum |
| • Mill Creek | 5' Minimum from edge of Conservation Easement |
| • Side Yard | 5' Minimum |
| • Rear Yard | 5' Minimum |

B. Landscaping Setback:

- Camp, Hurley & Neeley 30' Minimum
- Century, Crowley 15' Minimum
- Mill Creek Ditch 5' Minimum from edge of Conservation Easement
- Side Yard 5' Minimum
- Rear Yard 5' Minimum

C. Building Coverage:

- Each site shall have a maximum building coverage of fifty (50) percent of the net site area.

D. Building Height:

- Showroom building height shall be to a maximum of thirty (30) feet. The height shall be measured from the finished surface grade level to the highest point of the roof.

PARKING REQUIREMENTS

A. Customer and employee parking shall be incorporated on the site plans and shall clearly be identified by on-site signage.

B. Minimum parking requirements are as follows:

- Automobile dealerships; One parking space for each two employees during the time of maximum employment, plus one parking space for each two thousand (2,000) square feet of lot and building area used for the display or storage of automobiles.
- No parking of vehicles for sale will be allowed in the public right of way or landscape setbacks (with the exception of raised dealer display pads)

C. Loading and Unloading Facilities:

- Each Dealership site shall provide a loading and unloading area which shall be a minimum of twelve (12) feet by 105 feet. This special area shall be designated on the site plan and shall be in conjunction with the inventory storage area. The design of the loading and unloading area shall provide for the following:
- Incorporate ease of ingress and egress for safety and efficiency.
- The loading and unloading facilities shall not adversely interfere with on-site circulation.

- The loading and unloading facilities shall be designed to accommodate vehicle carrier truck maneuvers on site, without backing from or into a public street.

DESIGN REVIEW / SUBMITTAL PROCESS / GENERAL ARCHITECTURE

A design review and submittal process has been established to ensure that all elements of the development within the Visalia Auto Plaza meet the requirements set forth in these design guidelines. All plans and specifications will be submitted through City of Visalia's Site Plan Review process.

- A. No building, exterior signs or structures shall be erected or exterior alterations or additions made on any site unless such improvements are in conformance with the plans and specifications approved by the Architectural Review Committee. The approval shall encompass landscaping and architecture as specified by these standards.
- B. The Architectural Review Committee shall be established prior to development of the auto dealership and will consist of the following members:
 - Two (2) Developer representatives – Auto Plaza Associates, LLC
 - Two (2) Dealership representatives –
 - One (1) Architectural representative –
 - One (1) City representative as appointed by the City Planner -
- C. Processing through the Auto Plaza Architectural Review Committee will be in addition to the reviews and submittals required by the City of Visalia. Approval or disapproval shall be made in writing within 30 days of application.
- D. Submittals to the Architectural Review Committee shall include:
 - A Site Plan showing the location of all of the buildings, landscaped areas, on-site parking areas, vehicular and pedestrian access ways, accessory structures and signage.
 - Drawings shall be submitted showing elevations of all buildings from all ground level views together with landscaping, accessory structures, building colors and rim materials.
 - A color board of all the surface materials of the buildings and accessory structures.
 - All plans shall be prepared by licensed, registered personnel appropriate to the designs being submitted.

- Additional supporting material shall be submitted which adequately demonstrate, to the satisfaction of the Architectural Review Committee, that the provisions of these guidelines are met.
- Landscaping plans shall be submitted which show plant selection and usage, conceptual grading, drainage and irrigation improvements.

E. Architectural Theme:

- The Visalia Auto Plaza intends to encourage a Modern/Contemporary architectural theme. The intent of these standards is not to limit innovative design approaches, nor is it to have all dealerships look exactly alike. Manufacturer image programs are acceptable.
- All buildings should be simple in form and should emphasize geometric shapes and horizontal line qualities. The use of curved surfaces is encouraged.

F. Colors:

- The color scheme shall emphasize earth tones and warm gray shades. The buildings' body color that is selected shall be used through each individual dealership and shall work to integrate all elements of the individual dealerships.

G. Building Materials Acceptable:

- Concrete masonry units
- Stucco
- Exposed timbers
- Precast concrete tilt-up panels.
- Ornamental iron
- New brick of rust color
- Flush surface metal panels

H. Buildings Materials Unacceptable:

- Exposed wood siding
- Corrugated metal siding
- Unpainted metal trim or flashing
- Shake or shingle roof

I. Building Orientation and Views:

Visalia Auto Plaza

Auto Mall

- The dealership showrooms and exterior covered areas shall be oriented toward Hurley, Century, and Crowley Streets. Public entrances should be identified by color or form.
- Building and exterior display areas should be sited to complement existing topography, site configuration and adjacent uses. Onsite grading should be kept at a minimum.
- Service bays and repair areas are to be enclosed and located to the rear of the site area. Loading areas, storage areas and trash collection areas should be screened from view from public streets, pedestrian walks or common customer parking areas. The screen wall should be a minimum of six (6) feet in height and shall be masonry concrete or stucco construction consistent with the buildings materials used on the main building. Site fencing, where such fencing is not visible from public streets, may be chain link to maximum height of seven (7) feet with an eighteen (18) inch spiral razor barbed wire cap. No fencing shall be permitted in the front yard setback.
- Roof mounted mechanical equipment, ductwork, vents and access ladders shall be screened from view from the public streets, State Highway 198, pedestrian walks and common parking areas. The equipment shall be screened by the building from itself using parapets, roofs, etc. Individual equipment screens are not encouraged unless they are determined to be consistent with the general building design and materials by the Architectural Review Committee.
- Views from Highway 198; Six (6) foot screen walls will be used to minimize views of the service bays from the highway.
- Large wall masses are to be broken-up through the use of a combination of varying colors and or materials.

J. Vehicle Display Pads:

- Each parcel may have, except on Camp Drive frontages, two (2) raised vehicle display pads for each manufacturer line to a maximum of six (6) per parcel. All display pad shall be constructed consistent with the design in Exhibit 2 and may be located in the required landscape area a minimum of five (5) from property line and shall not create a site distance impact to vehicle traffic when exiting. Suggested distance from vehicle access drives is twenty-five (25) feet.
- Vehicle Display pads may also be used to enhance the Visalia Auto Plaza Center Identification Sign Area as shown in Exhibit 3 if the property owner/dealership association includes a mechanism for the sharing of these pads by all the dealerships on a rotating basis. Otherwise, raised pads are not allowed within 50 feet of the center identification signs.

Exhibit 2 – Raised Pads

Exhibit 3 – Center ID Sign

LANDSCAPING

The primary objective of the landscape guidelines is to promote a visual separation between the dealers, parking lots and adjacent properties. The goal is to promote an environment within the auto mall that is pleasing, inviting, and unified.

A. Landscaping:

- All landscaping will be in accordance with section 17.30.130 of the City of Visalia's Zoning Ordinance, with a provision for clustering of trees.
- Every site on which a building is placed shall be landscaped and maintained thereafter in a well kept condition. A landscaping plan shall be submitted to the Architectural Review Committee. Such landscaping plan shall be prepared by a landscape architect licensed in the State of California.
- Interior landscaping shall be utilized to break up large paved areas and soften building lines.
- The thirty (30) foot front landscaping shall be gently mounded to maximum height of eighteen (18) inches utilizing a turf or ground cover treatment. Trees and shrubs shall be used at common property lines to define site separations.
- The Mill Creek Conservation Easement will be landscaped with riparian plantings.

B. Soil Preparation:

- To ensure proper root growth, soil tests shall be performed and soil additives used to provide adequate nutrients, rooting environmental and soil Ph.

C. Irrigation:

- All landscaped planting areas shall be fully irrigated with complete coverage. All systems/circuits shall be underground. Detailed landscaping and irrigation plans shall be submitted to the City of Visalia Planning Department for review and approval prior to issuance of building permits.
- All irrigation systems shall be automatically controlled with electromechanical or solid state controllers able to have variable length timing circuits.
- Water conservation systems are recommended.
- All valves (remote control valves, quick coupler valves, shut-off valves, etc.) shall be installed in valve boxes which are flush to finished landscaped grade.

D. Fencing:

- On-site fencing may include a chain fence to a maximum total height of seven (7) feet with an optional eighteen (18) inch spiral razor ribbon barbed wire cap, where such fencing is not visible from the public right of way, public walkways and where it does not extend into the thirty (30) foot front yard setback. Masonry walls of the same height may be substituted at owner's option, or where required by the City of Visalia. This requirement is designed to ensure security for individual properties.

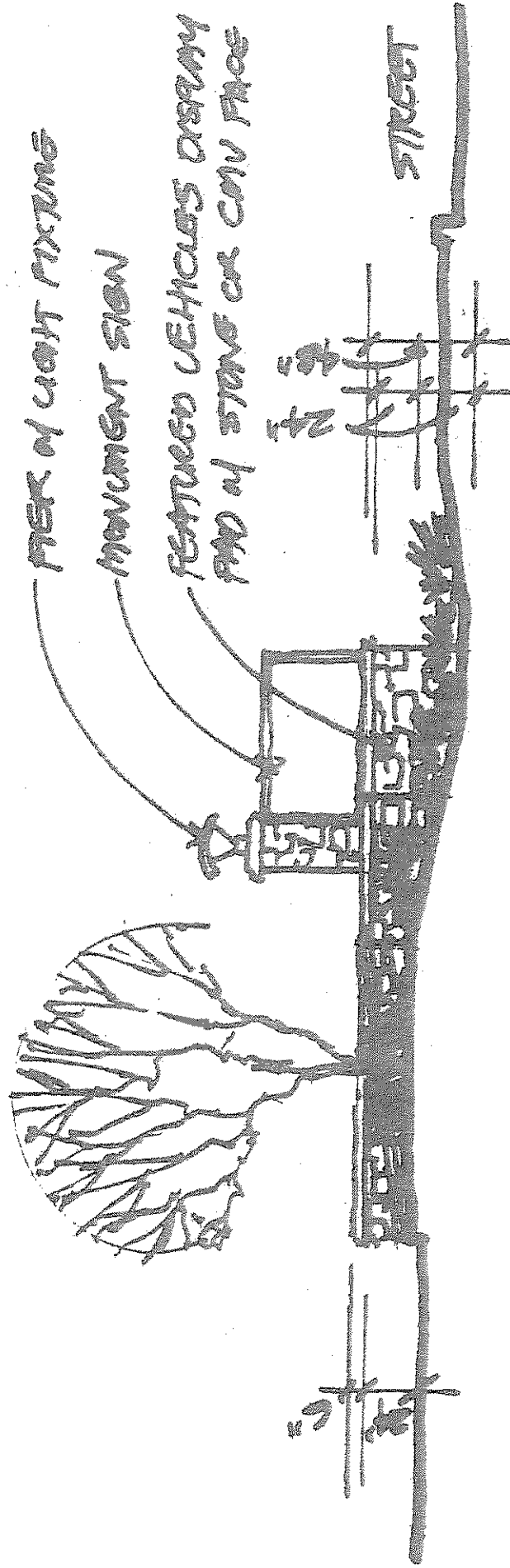
SIGNAGE

A. General Requirements

- Each dealership shall be allowed only those signs that are necessary for identification of the franchise, the premises, the department uses on site an directional signing. The design size, location, color and materials of construction shall be submitted to the Architectural Review Committee for approval prior to construction. All dealerships shall comply with the City of Visalia Sign Ordinance except as provided herein. Billboards, streamers, temporary signs, revolving signs, flashing signs and moving signs are specifically prohibited.
- No signs visible from outside the property may be placed, parked, attached to or displayed from the site except as provided herein. No signs projecting from the roof line of any building or painted on the sides of buildings or roof without approval of the Architectural Review Committee.
- No temporary signs or advertising materials such as balloons, streamers, flags, and inflatable advertising shall be permitted.
- Center identification signs shall only be allowed at the southwest corner of Hurley and Neeley Streets and the T-intersection of Crowley and Neeley as shown in Exhibit 3.

B. Free Standing Monument Signs

- Each dealership shall be allowed one double faced monument sign for each auto line to a maximum of two per parcel consistent with the sign design in Exhibit 4. The sign shall be located on the primary street frontage. Such sign shall be ground-mounted containing the dealership name and manufacture name of the new automobiles sold on the site. The maximum height of the sign shall not exceed ten (10) feet. The total illuminated sign area shall not exceed thirty-five (35) square feet of sign copy per face. The total aggregate surface area of the sign faces and the structure shall not exceed one hundred forty (140) square feet.



MONUMENT SIGN DETAIL

- Freestanding monument signs shall be setback a minimum of five (5) feet from front property lines and a minimum of twenty (20) feet from any interior side property line.
- Freestanding signs are not allowed on the Camp Drive frontage.

C. Building Signs

- Each dealership shall be allowed building signage identifying the dealership name and manufacture name of new automobiles sold on the site. The sign(s) shall be located on the top showroom fascia facing the primary street or on a flat wall surface. The signs shall be preformed, individual illuminated letters with Plexiglas faces in deep channel cans. The maximum height of the letters shall be thirty-six (36) inches. Logo signs shall not exceed ten (10) square feet in area.
- Building signs along Camp Drive shall be limited to secondary signage only.
- Primary Sign - Two square feet of sign area is permitted for each foot of linear occupancy frontage to a maximum of one hundred fifty (150) square feet. Dealerships may choose which exterior side of the building will be used for the purpose of calculating the permitted sign area.
- Secondary Sign - Additional signs of a maximum of twenty-five (25) percent of the sign area as calculated for the primary sign shall be allowed for each remaining exterior wall provided that the sign area for any given wall shall not exceed two square feet per linear foot of the wall length.
- Variances to building sign area may be approved by the Planning Commission in accordance with Section 17.48.110 of the City of Visalia Zoning Ordinance. Approval of a variance shall be based on providing adequate signage for all manufacturer lines at a single dealership.

D. Department Identification Signs

- One wall sign is allowed for each department (e.g., use card, service, parts, body shop, etc). The maximum height of such signs shall be eight (8) inches with a maximum total area of three square feet per sign.

E. Directional signs

- Dealership directional signs shall be limited to "Enter", "Exit", "Service Entrance", "Customer Parking", and "Employee Parking". Sign height shall not exceed four (4) feet with a maximum sign area of four (4) square feet.

LIGHTING

Illumination of the auto mall is important for the safety and security of the pedestrian, and motorist. The quality of the lighting needs to be maintained throughout the center and reinforced through the consistent use height, spacing, color and type of fixture used with in the area.

- Although lighting plans for the auto mall have not yet been developed, a general concept for project lighting to be employed in the phase I development has been established. The plan for night lighting for phase I development would provide for sufficiently bright lighting for security and safety purposes, but would avoid offensive glare and direct illumination of off-site locations. This would be accomplished by specifying the use of metal halide lighting in the parking lots, display areas, and internal circulation areas, by recessing light source completely within their fixture, and through the use of cut-off shields on light standards to block direct illumination beyond the parcel boundaries.
- Search Lights (temporary or permanent) are prohibited.

