

AGENDA
REGULAR MEETING OF THE CITY OF SUISUN CITY
PLANNING COMMISSION
7:00 P.M., NOVEMBER 10, 2015

COUNCIL CHAMBERS
701 CIVIC CENTER BOULEVARD
SUISUN CITY, CALIFORNIA 94585

Next Resolution No. PC15-18

1. ROLL CALL:

Chairperson Clemente
Vice-Chair Pal
Commissioner Adeva
Commissioner Holzwarth
Commissioner Osborne
Commissioner Ramos
Commissioner Smith

Pledge of Allegiance
Invocation

2. ANNOUNCEMENTS:

None

3. MINUTES:

Approval of Planning Commission minutes of October 13, 2015.

4. AUDIENCE COMMUNICATIONS:

This is a time for public comments for items that are not listed on this agenda. Comments should be brief. If you have an item that will require extended discussion, please request the item be scheduled on a future agenda.

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Commissioner should be identified at this time.)

5. PUBLIC HEARINGS:

For each of the following items, the public will be given an opportunity to speak. After a Staff Report, the Chair will open the Public Hearing. At that time, the applicant will be allowed to make a presentation. Members of the public will then be allowed to speak. After all have spoken, the applicant is allowed to respond to issues raised by the public, after which the Public Hearing is normally closed. Comments should be brief and to the point. The Chair reserves the right to limit repetitious or non-related comments. The public is reminded that all decisions of the Planning Commission are appealable to the City Council by filing a written Notice of Appeal with the City Clerk within ten (10) calendar days.

A. Request for Granting a Conditional Use Permit to Increase the Capacity for a Daycare Facility to a Maximum of 14 Children at 408 Pearce Court.

- **Resolution No. PC15-___; A Resolution of the Planning Commission of the City of Suisun City Approving Conditional Use Permit Application No. UP15-6-004 to Increase the Capacity of a Daycare Facility to a Maximum of 14 Children at 408 Pearce Court (APN 0173-804-080).**

- B. Request to Establish the Sunset Center Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue and to Approve a Pylon Sign at the Sunset Center Shopping Center.**
- **Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Establish the Sunset Center Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue (APNs 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180).**
 - **Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Approve a 60 Foot Tall Pylon Sign at the Sunset Center Shopping Center (APNs 0173-390-150).**

8. GENERAL BUSINESS

Discussion and Direction Regarding Title 18 “Zoning” Policies.

7. COMMUNICATION:

- A. Staff**
- B. Commission**
- C. Agenda Forecase**

8. ADJOURN.

MINUTES
REGULAR MEETING OF THE CITY OF SUISUN CITY
PLANNING COMMISSION
7:00 P.M., OCTOBER 13, 2015

COUNCIL CHAMBERS
701 CIVIC CENTER BOULEVARD
SUISUN CITY, CALIFORNIA 94585

Next Resolution No. PC15-17

1. ROLL CALL:

Chairperson Clemente
Commissioner Adeva
Commissioner Ramos
Commissioner Smith

Absent
Vice-Chair Pal
Commissioner Osborne
Commissioner Holzwarth

Pledge of Allegiance
Invocation

2. ANNOUNCEMENTS:

None

3. MINUTES:

Commissioner Smith corrected the minutes by asking that on Page 2 it should read garages instead of 8 covered parking places and on Page 8 reference to alternative connections to the City of Fairfield, it should read Clay Street is narrow and not well developed.

Commissioner Smith moved to approve Planning Commission minutes of September 22, 2015 as corrected. Commissioner Ramos seconded the motion. Motion passed 4-0 by roll call vote.

4. AUDIENCE COMMUNICATIONS:

None

CONFLICT OF INTEREST NOTIFICATION

None

5. PUBLIC HEARINGS:

John Kearns introduced Contract Planner James Beggs.

Mr. Beggs stated that the application request was for the conversion of a multi-use office and residential building to a sole use of residential multiple dwellings. Mr. Beggs gave a brief background explaining that the building was originally built in 1901 and previously housed the Police and Fire Departments for the City. The building was sold and converted to office and residential spaces. The building recently sold which has led to the new owner requesting the conversion.

Mr. Beggs stated that the request is to convert the existing commercial space to two additional residential units. This would result in three 3-bedroom apartments and two 1- bedroom apartments.

Mr. Beggs explained that the exterior changes would include:

- The removal of the large garbage area doors on the west side of the building, replacing them with a window and an entry door to match those along that side of the building.
- The addition of three windows on the north side of the building; and
- The addition of two windows on the east side of the building.

Mr. Beggs explained that the existing use requires 13 parking stalls but by converting to solely residential it would lower the requirement to 11. Mr. Beggs further stated that the proposed site plan provides for two parking spaces and one ADA compliant space. On-street parking and a temporary public parking lot nearby would serve for any additional parking.

Chairperson Clemente asked about the ADA parking requirement. Mr. Beggs explained that anything above a single family residence must have ADA parking and because the owner is not living on the premises a certain number of units must be ADA compliant.

Mr. Kearns stated that he wanted to make sure that Mr. Beggs presented the new exhibit in the presentation versus what was in the packet regarding the floor plan and whether or not comments had been received by staff since the Public Hearing was noticed.

Mr. Beggs stated that he did receive a comment from a resident that was curious about the project details and he explained the project and informed the resident about the Public Hearing should she have any further concerns.

Applicant Pam Cooke, 292 Alamo Ste.3, Vacaville stated she would be happy to answer any of the Commission's concerns.

Commissioner Adeva clarified that the commercial spaces in the building were going to be converted to 5 full self-contained units with kitchens. She also voiced her concerns regarding ample parking.

Ms. Cooke stated that she has been at the location on numerous occasions and found that there was ample street parking and the temporary public parking just one residential structure away always had plenty of room for parking.

Chairperson Clemente also questioned the location of the additional required parking. Mr. Beggs explained that it would have to be absorbed by street parking or the temporary parking lot.

Mr. Jason Garben explained that the temporary parking lot was at the corner of California and Main Streets and as that property is developed in the future that available parking for the units would go away. He stated that the residents at 400 California Street would have to use street parking or the parking lot located in front of the Lawler House and Theater.

Chairperson Clemente was concerned about the potential 10 garbage cans that would generally be required by the 5 units.

Ms. Cooke stated that there are currently two shared garbage containers and with the relocation to the back of the building she will be able to double the number of containers.

Chairperson Clemente asked about the architectural design of the new entrances on Suisun Street. Mr. Beggs stated that all new construction would be compatible with the existing architecture.

Chairperson Clemente opened the Public Hearing.

Hearing no comments Chairperson Clemente closed the Public Hearing.

Commissioner Adeva moved to approve Resolution No. PC15-17, Approving Conditional Use Permit No. UP 15-6-002 for the Conversion of Commercial to a Multi-dwelling Residential Facility Located at 400 California Street. Commissioner Smith seconded the motion. Motion passed 4-0 by roll call vote.

7. COMMUNICATION:

A. Staff

Mr. Kearns explained that in the past Commissioners have requested updates on past, current and future projects. He presented a brief update on both entitled projects, long range planning, and Capitol Improvement Projects.

Chairperson Clemente asked if the cameras had been installed at the train depot and Mr. Kearns stated that he believed they had been implemented into the project.

Commissioner Ramos asked if there was a possibility that the water tank on the 30 acre site would be removed. Mr. Kearns stated that it certainly would be an opportunity for Solano Irrigation to consider doing so.

Commissioner Smith asked if there would be a second arm at the new traffic signal at Pintail and Walters. Mr. Kearns stated that he thought there was one currently in place but would look into it.

Mr. Kearns stated that Katrina Lapira brought forward the ordinance to clean up language changing the Commission members from 5 to 7.

Mr. Kearns stated that the developer for the McCoy Creek project paid for the permits for the remaining 9 single family homes.

Commissioner Smith asked staff for larger exhibits shown in the presentation.

Commissioner Ramos stated that he appreciated staff bringing to light at the City Council meeting the value of what the homes at McCoy Creek would be selling for. He felt that it was quite an eye opener for those in attendance. He also stated that it was presented in a very professional way.

Mr. Garben stated that the City was currently in an Exclusive Negotiating Agreement with the Sunset Center property owner for the 8.29 acre site with an opportunity to purchase the site. They have been marketing the site and have been to all the ICSC conferences to market the site. He stated they were trying to obtain two anchor tenants for the site but were unsuccessful and staff received a termination letter on

October 13th, however the brokerage firm would still like to work with the site and continue marketing it. The City will continue to be aggressive with moving forward with the site. Mr. Garben also stated there was a maintenance agreement for that parcel which involves multiple property owners.

B. Commissioners

Commissioner Smith stated a benefit dinner for the Public Safety Academy was being held at the Joseph Nelson Center on Saturday, October 17, 2015 from 6-9pm. Tickets are available for \$60 and it will help provide academic scholarships and uniform scholarships.

Commissioner Smith stated she would also like to extend her gratitude to the Planning Department and Suisun City's overall influence on the "Inspire Dreams Start Now Project", collaboration between Fairfield-Suisun Unified School District and the Fairfield-Suisun Chamber of Commerce. It is being held at the Kroc Center on October 20th from 9:00 am – 2:30 pm for 8th grade students in the district to teach them about opportunities for careers and jobs in the Solano County area.

Mr. Garben stated that Katrina has been working on an interactive display for the Planning Department booth and that Mr. McSorley will be there for the Public Works Department.

C. Agenda Forecast

Mr. Kearns stated the next scheduled Planning Commission Meeting would be on October 27, 2015.

8. ADJOURN.

There being no further business the meeting was adjourned at 8:00 pm.

Anita Skinner, Commission Secretary

a&m/151013.pcm

AGENDA TRANSMITTAL

MEETING DATE: November 10, 2015

PLANNING COMMISSION AGENDA ITEM: PUBLIC HEARING: Request for Granting a Conditional Use Permit to Increase the Capacity for a Daycare Facility to a Maximum of 14 Children at 408 Pearce Court.

Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Approving Conditional Use Permit Application No. UP15-6-004 to Increase the Capacity of a Daycare Facility to a Maximum of 14 Children at 408 Pearce Court (APN 0173-804-080).

OWNER: Kamal Naser and Nzaha Shatara
2557 Abbeyhill Road
Lincoln, CA 95648

APPLICANT: Basha Armstrong
408 Pearce Court
Suisun City, CA 94585

ENVIRONMENTAL REVIEW: This project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301, Existing Facilities.

BACKGROUND: The applicant currently operates a small family daycare known as, “Busy Bodies Playhouse” at 408 Pearce Court. The operator has been a childcare provider for 8 years and recently relocated to Suisun City. The applicant has requested a conditional use permit to expand the capacity of the business to a maximum of 14 children. She submitted a site plan and floor plan, indicating the layout of both the indoor and outdoor activities, as well as a description of her proposed child care operation. These are included as attachments for reference.

STAFF REPORT: The City’s Zoning Ordinance, consistent with state law, defines a large family daycare as a state-licensed care facility that cares for 7-14 children on less than a twenty-four hour basis. In addition, Zoning Ordinance Section 18.08.030(g) requires a conditional use permit for any large daycare facility in the Residential Single-Family (RS) Zoning District. The project site is located at 408 Pearce Court within the Lawler Ranch Subdivision.

The outdoor play area will be in the fenced back yard, providing a safe area where the children can play and be adequately supervised. In addition, the applicant designated specified areas within the dwelling unit in which the children will be cared for. The applicant will provide a balance of indoor and outdoor recreational opportunities, between the state licensed hours of 7:00 A.M. and 5:30 P.M. Monday through Friday. On rare occasions, a 4-hour Saturday date night event for preschool

PREPARED BY:

John Kearns, Associate Planner

REVIEWED/APPROVED BY:

Jason Garben, Development Services Director

parents may be offered. The applicant has indicated that she does not anticipate any parking issues during pick-up and drop-off periods, because the site will have the driveway vacant during business hours that will be available for client use. Additionally, the applicant's clients have a varied range of pick-up and drop-off times, which will minimize the number of clients requiring parking at the site at any given time. Parents will be notified of the appropriate parking procedures. There are no proposed changes to the site area or dwelling at this time.

STAFF RECOMMENDATION: Adopt Resolution PC15-___; A Resolution of the City of Suisun City Planning Commission **Approving** Conditional Use Permit Application No. 15-6-004 to Increase the Capacity of a Daycare Facility to a Maximum of 14 Children at 408 Pearce Court.

ATTACHMENTS:

1. Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Approving Conditional Use Permit Application No. UP15-6-004 to Increase the Capacity of a Daycare Facility to a Maximum of 14 Children at 408 Pearce Court (APN 0173-804-080)
2. Application Materials
3. Location map

RESOLUTION NO. PC 15-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY APPROVING CONDITIONAL USE PERMIT APPLICATION NO. UP15-6-004 TO INCREASE THE CAPACITY OF A DAYCARE FACILITY TO A MAXIMUM OF 14 CHILDREN AT 408 PEARCE COURT

WHEREAS, the Planning Commission at its regular meeting on November 10, 2015 did review application UP15-6-004 to increase the capacity of a daycare facility to a maximum of 14 children at 408 Pearce Court; and

WHEREAS, the public hearing notice was published in the Daily Republic on October 31, 2015; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, this project has been considered regarding all applicable city regulations and ordinances; and

WHEREAS, this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15301; and

WHEREAS, based on evidence presented to the Planning Commission by City Staff and the applicant, the following Findings are hereby made:

1. That the project is categorically exempt from the California Environmental Quality Act, Section 15301, as a use of an existing facility.
2. That the use of the single-family home as a large family daycare has been considered through the Conditional Use Permit process as required by the Suisun City Zoning Ordinance.
3. That only the living area of the single-family residence will be used for the large family daycare.
4. That the large family daycare, when subject to the adopted conditions, will not conflict with the Goals, Objectives, and Policies of the General Plan.
5. That the large family daycare, when subject to the adopted conditions, will not have significant noise, traffic, or parking impacts on the neighborhood.
6. That the large family daycare, when subject to the adopted conditions, will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity, nor to the general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby approve the Conditional Use Permit subject to the following Conditions and all other local, state, and federal requirements:

1. No more than fourteen children shall be in the care of the operator at any time. This number includes children of the operator.
2. Prior to beginning any construction or improvements, plans shall be submitted to the Building Department and any applicable permits obtained as determined by the Chief Building Official.
3. No mechanical equipment shall be installed or maintained which is not customarily incidental to residential use.
4. The use shall not change the character of the dwelling or adversely affect the uses permitted in the residential district.
5. The garage or other accessory structure(s) shall not be used as daycare space.
6. The driveway shall remain free and clear for pick-up and drop-off of children. The operator shall ensure that clients do not obstruct neighboring driveways, double-park, or create traffic/parking problems.
7. The use shall be operated consistent with the licensing requirements and other requirements and regulations of the State of California Department of Social Services.
8. The business shall be subject to the City sign regulation that permits only up to a two square foot area of on-site nameplate signage.
9. If complaints are received or the operator is found not to be in compliance with the above conditions or is found to be creating a nuisance in the neighborhood, the operator may be cited, and the permit may be subject to reconsideration for possible revocation under City Code 18.66.560.

The foregoing motion was made by Commissioner ____ and seconded by Commissioner ____ and carried by the following vote:

AYES:	Commissioners:
NOES:	Commissioners:
ABSENT:	Commissioners:
ABSTAIN:	Commissioners:

WITNESS my hand and the seal of said City this 10th day of November 2015.

Anita Skinner, Commission Secretary

John Kearns

From: Basha Armstrong <busybodiesplayhouse@gmail.com>
Sent: Monday, October 19, 2015 4:05 PM
To: John Kearns
Subject: Busy Bodies Playhouse- Operation Outline

Hello,
My name is Basha,
I own Busy Bodies Playhouse. I have been a childcare provider for 8 years. Prior to residing in California I was a military provider at Ft. Bragg North Carolina. We relocated to Suisun City from the East bay to be closer to family and my fiance is an air force veteran along with his father who is a retired air force veteran of 24 years. We wanted to be closer to the base and our primary clientele.

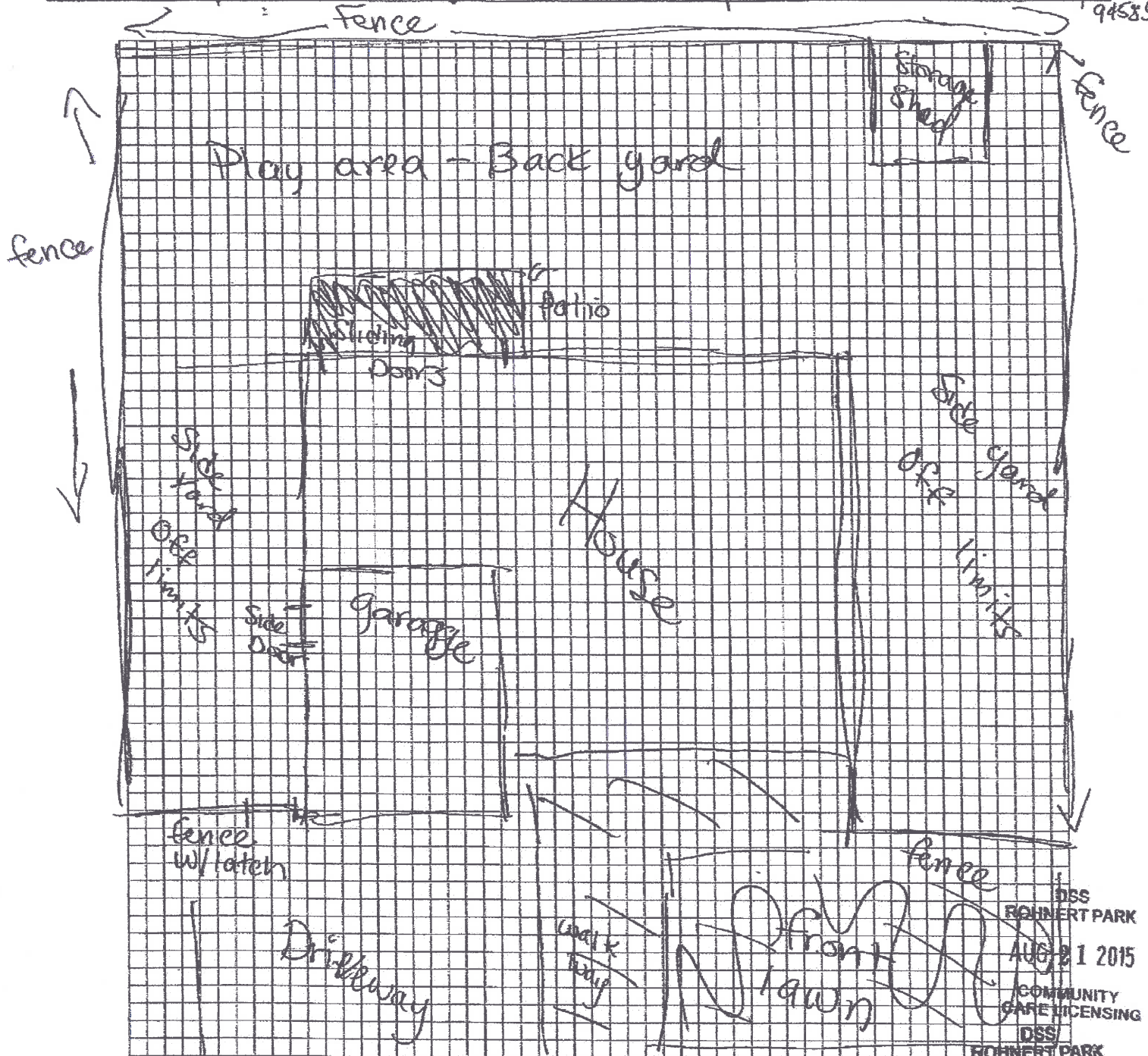
We will be licensed for 14 however some of the children counted in care will be at school during the day. Our primary operation is a part day preschool program from 830am-1230pm Monday-Friday. However we do offer extended care hours until 5:30pm and on occasion if needed will open at 7am for certain parents. Our state licensed hours are 7am-5:30pm monday-friday. On a rare occasion we may offer a 4 hour saturday date night event for our preschool parents. We have a nice size backyard with plastic play equipment. We have a large 2 car driveway and ample parking around our house area and coldesac area. Parents know not to block other neighbors driveways, and parents are informed to pick up and depart promptly with their children.

Thank you for your time and consideration,
Basha ☺

FACILITY SKETCH (Yard) - Family Child Care Home

The yard sketch should show all buildings in the yard including the home (with detail), garage and storage building. Include walks, driveways, play area, fences, gates. Please identify areas which will be "off limits" to children. Show any potential hazardous areas such as pools, garbage storage, animal pens, etc. Show the overall yard size. Try to keep the sizes close to scale. Use the space below.

FACILITY NAME: Busy Bodies Playhouse ADDRESS: 408 Pearce Ct. Suisun City CA 94585

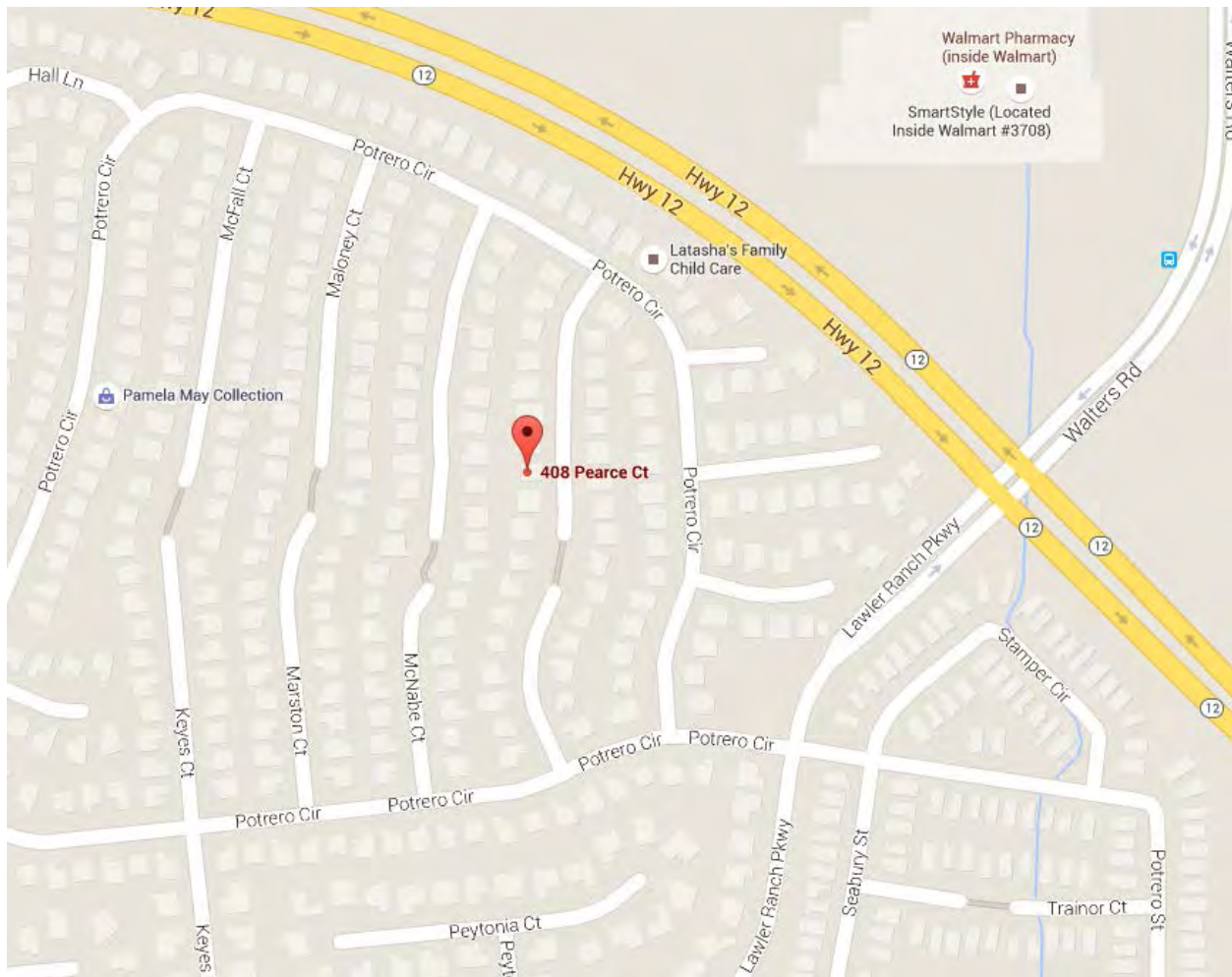


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CARE LICENSING
DSS
ROHNERT PARK

AUG 14 2015

COMMUNITY
CARE LICENSING

408 Pearce Court – Location Map



AGENDA TRANSMITTAL

MEETING DATE: November 10, 2015

PLANNING COMMISSION AGENDA ITEM: PUBLIC HEARING: Request to Establish the Sunset Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue and to Approve a Pylon Sign at the Sunset Center Shopping Center.

Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Establish the Sunset Center Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue (APNs 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180).

Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Approve a 60 Foot Tall Pylon Sign at the Sunset Center Shopping Center (APNs 0173-390-150).

BACKGROUND: On September 3, 2013, the City Council amended the City's Zoning Code to include Special Sign Overlay District regulations that allow the establishment of up to five Special Sign Overlay Districts along Highway 12 (Section 18.54.640-730 of Suisun City Municipal Code).

Centre Place Walnut Creek, LLC (Applicant) has submitted an application to establish the first Special Sign Overlay District along Highway 12. Additionally, the Applicant has requested approval of a 60 foot tall pylon sign.

Under the City's regulations, these are two distinct approvals and this project review considers these actions concurrently. While the Planning Commission may recommend approval and the City Council may approve the design of the pylon sign, such approval would not take effect until after the Sunset Center Special Sign Overlay District is approved and in effect.

STAFF REPORT:

Sunset Center Special Sign Overlay District

The Applicant has requested the establishment of a Special Sign Overlay District (SSOD) for the Sunset Center Shopping Center. The application encompasses 25+ acres including APNs (0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180). Attachment 1 identifies the proposed boundaries of the Sunset Center SSOD.

The City's Zoning Code establishes that such approval of a SSOD is granted through adoption of an ordinance by the City Council. Once established, future signage within the SSOD is reviewed subject to the provisions of the Zoning Code regarding Special Sign Overlay Districts.

PREPARED BY:

John Kearns, Associate Planner

REVIEWED/APPROVED BY:

Jason Garben, Development Services Director

Key provisions of the City's SSOD regulations include:

- Each SSOD may have only one highway-oriented sign within the district.
- The highway oriented sign may advertise businesses located on a different parcel than the sign (referred to as off-premise advertising), but may not advertise businesses located outside of the SSOD boundaries.
- Up to five SSODs may be designated within the Highway 12 corridor. However, no highway-oriented SSOD sign may be constructed within 100 feet of any existing highway-oriented SSOD sign in an adjacent SSOD.
- Generally, the highway-oriented SSOD sign permitted by the establishment of the SSOD shall not exceed 60 feet.
- Highway-oriented SSOD signs shall be context-sensitive to its location, complementary to the materials and design of buildings in proximity to the sign, and landscaped to enhance the aesthetics of the sign.
- Illumination shall be shielded to prevent light from being directed toward roads, to prevent glare, and to prevent impairment of driver vision. Illumination shall not interfere official traffic signs, devices, signals, or pavement markings.
- If the SSOD is located within a named business center, the name of the business center shall be included on the highway-oriented SSOD sign.
- An application for a highway-oriented SSOD sign permit shall include a proposed signage reduction plan.

If approved, the boundaries of the Sunset Center SSOD would be established. Once an SSOD is established, the regulations within the Zoning Code related to SSOD's are applied to the review of individual sign applications. In this case, the City is considering approval of the Sunset Center SSOD and the design of a 60 foot tall pylon sign concurrently.

Sunset Center Pylon Sign

As noted above, the Applicant is seeking concurrent approval of a 60 foot tall pylon sign that would be allowed is the Sunset Center SSOD is established. If the proposed pylon sign is approved by the City Council, such approval would not take effect until the Sunset Center SSOD is approved and in effect.

The review of a highway-oriented sign within a SSOD is reviewed for consistency with the above noted standards and may include site plan review and design review of the proposed sign and its location. Specific design elements and features of the proposed highway-oriented sign include:

- The sign, including its decorative elements, shall not exceed 60' in height;
- The maximum width of the sign shall be 23'2".
- The total number of panels shall be 12 per side (6 sign panels and 6 logos). 4 Sign panels shall be 4'6" x 17' and 2 panels shall be 3'6" x 17'. Each of the logos shall be 5' x 5';
- All of the signage panels on the sign shall be internally illuminated;
- The sign may be designed to accommodate internal cellular or other communications antennas and equipment. No exterior cellular or other communications antennas will be allowed; and
- No electronic message boards or digital signage of any type shall be permitted.

The Sunset Center pylon sign's background is muted in color (aluminum). The center identification and tenant names will be individual illuminated channel letters. The illumination of the letters will be similar to typical channel letters mounted on buildings. The channel letters have translucent acrylic faces that are illuminated internally with LED or a similar light source. The brightness and intensity depends on the color of acrylic faces. Some of the colors are more translucent than others and will transmit more light. For example, white faces would transmit more light than dark blue faces.

The proposed Sunset Center Highway-Oriented Sign is consistent with City standards as follows:

1. Each SSOD may have only one highway-oriented sign within the district.
 - a. The proposed sign will replace the existing highway oriented sign and will be the sole highway oriented sign within the Sunset Center SSOD.
2. The highway oriented sign may advertise businesses located on a different parcel than the sign (referred to as off-premise advertising), but may not advertise businesses located outside of the SSOD boundaries.
 - a. The proposed sign will be monitored for compliance with allowed advertising.
3. Up to five SSODs may be designated within the Highway 12 corridor. However, no highway-oriented SSOD sign may be constructed within 100 feet of any existing highway-oriented SSOD sign in an adjacent SSOD.
 - a. There are no other SSOD's or SSOD highway-oriented signs within 100 feet of the proposed Sunset Center sign.
4. Generally, the highway-oriented SSOD sign permitted by the establishment of the SSOD shall not exceed 60 feet.
 - a. The proposed sign is 60 feet in height and therefore complies with this standard.
5. Highway-oriented SSOD signs shall be context-sensitive to its location, complementary to the materials and design of buildings in proximity to the sign, and landscaped to enhance the aesthetics of the sign.
 - a. The design of the sign utilizes materials consistent with the Sunset Center Shopping Center and will enhance the character and appearance of the existing shopping center by replacing a dilapidated sign providing a more modern and functional sign.
6. Illumination shall be shielded to prevent light from being directed toward roads, to prevent glare, and to prevent impairment of driver vision. Illumination shall not interfere official traffic signs, devices, signals, or pavement markings.
 - a. The internal illumination of the sign and the placement of the sign would assure that not impact to driver safety would result from sign installation.
7. If the SSOD is located within a named business center, the name of the business center shall be included on the highway-oriented SSOD sign.
 - a. The sign design includes the business center name.
8. An application for a highway-oriented SSOD sign permit shall include a proposed signage reduction plan.
 - a. The Applicants will remove the existing, aging monument sign and will remove temporary signage. The SSOD regulations generally apply to new construction

and the City does not seek removal of existing signage from existing businesses.

ALUC Review

Prior to consideration of the Sunset Center SSOD, the proposal must be reviewed by the Solano County Airport Land Use Commission (ALUC) to consider the project's consistency with the newly adopted Travis Airport Land Use Compatibility Plan. Following ALUC action, the Council will consider establishment of the requested Special Sign Overlay District and architectural review of the proposed pylon sign. City Council review is scheduled for December.

CEQA Review

Establishment of the Sunset Center SSOD and approval of the design of the Sunset Center highway-oriented sign are both projects under the California Environmental Quality Act and, therefore, the Planning Commission must consider the potential impacts these projects could have on the environment.

The Sunset Center SSOD would not result in any new building square footage and therefore would have no effect on conditions such as traffic, air quality, noise and other impacts typically associated with urbanization. Current regulations allow a sign up to 50 feet in height and, subject to a use permit, allow a sign up to 75 feet in height. Therefore, allowing signage up to 60 feet in height will not be out of character with the Highway 12 corridor and will not result in significant visual impacts.

The proposed Sunset Center highway-oriented sign has been designed to fit with the architectural character of the surrounding shopping center, relies upon internal illumination that will avoid impacts of glare and will replace an aging and unattractive existing sign.

Based upon the above evaluation there is no evidence that approval of the Sunset Center SSOD or approval of the Sunset Center highway-oriented sign has the potential to result in significant effects on the environment. The proposed project is exempt under Section 15303 New Construction and Conversion of Small Structures and 15311, Accessory Structures of the California Code of Regulations. The project proposes an accessory structure (sign) to the existing commercial development (shopping center and adjacent pad buildings). Additionally, the approval of the Sunset Center SSOD and the associated highway-oriented sign would not result in any new urban development and no significant impacts on the aesthetics of the project or its surrounding environment.

STAFF RECOMMENDATION: Staff recommends that the Planning Commission **Adopt Resolution** PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Establish the Sunset Center Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue (APNs 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180).

Staff further recommends that the Planning Commission Adopt Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City

Council Approve a 60 foot tall Pylon Sign at the Sunset Center Shopping Center (APNs 0173-390-150).

ATTACHMENTS:

1. Map of Proposed Sign District
2. Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Establish the Sunset Center Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue (APNs 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180).
3. Resolution PC15-___; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Approve a 60 Foot Tall Pylon Sign at the Sunset Center Shopping Center (APNs 0173-390-150).
4. Application materials.

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Attachment 1

Sunset Center Sign District



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RESOLUTION NO. PC15-

RESOLUTION PC15-___; A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING THE CITY COUNCIL ESTABLISH THE SUNSET CENTER SPECIAL SIGN OVERLAY DISTRICT AT THE NORTHEAST CORNER OF HIGHWAY 12 AND SUNSET AVENUE (APNS 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, AND 180).

WHEREAS, the Planning Commission at its regular meeting on November 10, 2015 did review application RZ 13-4-001 for a Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue (APNs 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180).

WHEREAS, the public hearing notice was published in the Daily Republic on October 31, 2015; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, this project has been considered regarding all applicable city regulations and ordinances; and

WHEREAS, there is no evidence that approval of the Sunset Center SSOD or approval of the Sunset Center highway-oriented sign has the potential to result in significant effects on the environment. The proposed project is exempt under Section 15303 New Construction and Conversion of Small Structures and 15311, Accessory Structures of the California Code of Regulations. The project proposes an accessory structure (sign) to the existing commercial development (shopping center and adjacent pad buildings). Additionally, the approval of the Sunset Center SSOD and the associated highway-oriented sign would not result in any new urban development and no significant impacts on the aesthetics of the project or its surrounding environment; and

WHEREAS, the proposed Special Sign Overlay District is attached as Exhibit A; and

WHEREAS, based on evidence presented to the Planning Commission by City Staff and the applicant, the following Findings are hereby made:

1. That the project is categorically exempt from the California Environmental Quality Act, there is no evidence that approval of the Sunset Center SSOD or approval of the Sunset Center highway-oriented sign has the potential to result in significant effects on the environment. The proposed project is exempt under Section 15303 New Construction and Conversion of Small Structures and 15311, Accessory Structures of the California Code of Regulations. The project proposes an accessory structure (sign) to the existing commercial development (shopping center and adjacent pad buildings). Additionally, the approval of the Sunset Center SSOD and the associated highway-oriented sign would not result in any new urban development and no significant impacts on the aesthetics of the project or its surrounding environment.

2. That the Special Sign Overlay District has been considered through a Rezoning process as required by the Suisun City Zoning Ordinance.
3. That the special sign overlay district, will not conflict with the Goals, Objectives, and Policies of the General Plan.
4. That the special sign overlay district, will not have significant noise, traffic, or parking impacts on the neighborhood.
5. That the special sign overlay district, will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such district, nor detrimental to properties or improvements in the vicinity, nor to the general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby adopt Resolution PC15- ; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Adopt An Ordinance of the City Council of the City of Suisun City Approving a Special Sign Overlay District at the Northeast Corner of Highway 12 and Sunset Avenue (APNs 0173-390-010; 030, 040, 050, 060, 070, 100, 130, 140, 150, 160, 170, and 180).

The forgoing motion was made by Commissioner _____ and seconded by Commissioner _____ and carried by the following vote:

AYES:	Commissioners:
NOES:	Commissioners:
ABSENT:	Commissioners:
ABSTAIN:	Commissioners:

WITNESS my hand and the seal of said City this 10th day of November 2015.

Anita Skinner
Commission Secretary

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ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
APPROVING A SPECIAL SIGN OVERLAY DISTRICT AT THE NORTHEAST
CORNER OF HIGHWAY 12 AND SUNSET AVENUE**

WHEREAS, the Chapter 18.54 of the Suisun City Municipal Code allows for Special Sign Overlay Districts to be established; and

WHEREAS, the Planning Commission at its regular meeting on November 10, 2015, did hold a public hearing to consider the application and, following public comment and due consideration, did vote to recommend the City Council approve the requested Special Sign Overlay District; and

WHEREAS, notice of the City Council's public hearing to consider the application was published in the *Daily Republic* on or before November 21, 2015, consistent with State Law and the Suisun City Code; and

WHEREAS, the City Council at its regular meeting on December 1, 2015, did hold a public hearing to consider the application and, following public comment and due consideration, introduced and waived first reading of Ordinance No. ____.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

SECTION 1. The City Council of the City of Suisun City hereby approves the Special Sign Overlay District (Ordinance No. ____), consistent with the boundaries included in Exhibit A.

SECTION 2. This Ordinance shall be effective 30 days following its adoption by the City Council. A summary of this Ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California with the names of the City Councilmembers voting for and against it.

PASSED, APPROVED, AND ADOPTED as an Ordinance at a regular meeting of the City Council of the City of Suisun City, California, on this 15th day of December 2015.

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Pete Sanchez
Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council on December 1, 2015 and passed, approved, and adopted by the City Council of the City of Suisun City at a regular meeting held on the 15th day of December 2015 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

WITNESS my hand and the seal of said City this 15th day of December 2015.

Linda Hobson, CMC
City Clerk

Exhibit A

Sunset Center Sign District



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RESOLUTION NO. PC 15-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING THE CITY COUNCIL APPROVE A 60 FOOT TALL PYLON SIGN AT THE SUNSET CENTER SHOPPING CENTER (APNS 0173-390-150).

WHEREAS, the Planning Commission at its regular meeting on November 10, 2015 did review application AR13-4-004 for a 60' pylon sign at the Northeast corner of Highway 12 and Sunset Avenue to be located within the Sunset Center Special Sign Overlay District (Sunset Center SSOD); and

WHEREAS, the public hearing notice was published in the Daily Republic on October 31, 2015; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, this project has been considered regarding all applicable city regulations and ordinances; and

WHEREAS, there is no evidence that approval of the Sunset Center SSOD or approval of the Sunset Center highway-oriented sign has the potential to result in significant effects on the environment. The proposed project is exempt under Section 15303 New Construction and Conversion of Small Structures and 15311, Accessory Structures of the California Code of Regulations. The project proposes an accessory structure (sign) to the existing commercial development (shopping center and adjacent pad buildings). Additionally, the approval of the Sunset Center SSOD and the associated highway-oriented sign would not result in any new urban development and no significant impacts on the aesthetics of the project or its surrounding environment; and

WHEREAS, the construction of the proposed sign is to be located consistent with Exhibit A; and

WHEREAS, the construction, design, and operation of the proposed Highway Oriented SSOD sign is to be consistent with Exhibit B and Exhibit C:

WHEREAS, the applicant agrees to remove the existing pylon on the northeast corner of Highway 12 and Sunset Avenue and keep the Sunset Center SSOD free of illegal temporary signage at all times and make every effort to reduce the prospective signage in the district; and

WHEREAS, approval of said Highway-Oriented SSOD sign will not take effect until the Sunset Center SSOD has been established and has taken effect by law; and

WHEREAS, based on evidence presented to the Planning Commission by City Staff and the applicant, the following Findings are hereby made:

1. That the project is categorically exempt from the California Environmental Quality Act, there is no evidence that approval of the Sunset Center SSOD or approval of the Sunset Center highway-oriented sign has the potential to result in significant effects on the

environment. The proposed project is exempt under Section 15303 New Construction and Conversion of Small Structures and 15311, Accessory Structures of the California Code of Regulations. The project proposes an accessory structure (sign) to the existing commercial development (shopping center and adjacent pad buildings). Additionally, the approval of the Sunset Center SSOD and the associated highway-oriented sign would not result in any new urban development and no significant impacts on the aesthetics of the project or its surrounding environment.

2. That the Highway-Oriented SSOD Sign has been considered through an Architectural Review process as required by the Suisun City Zoning Ordinance.
3. That the Highway-Oriented SSOD Sign, will not conflict with the Goals, Objectives, and Policies of the General Plan.
4. That the Highway-Oriented SSOD Sign, will not have significant noise, traffic, or parking impacts on the neighborhood.
5. That the Highway-Oriented SSOD Sign, will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such district, nor detrimental to properties or improvements in the vicinity, nor to the general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby adopt Resolution PC15- ; A Resolution of the Planning Commission of the City of Suisun City Recommending the City Council Approve a 60 Foot Tall Pylon Sign at the Sunset Center Shopping Center (APNs 0173-390-150).

The foregoing motion was made by Commissioner ____ and seconded by Commissioner ____ and carried by the following vote:

AYES:	Commissioners:
NOES:	Commissioners:
ABSENT:	Commissioners:
ABSTAIN:	Commissioners:

WITNESS my hand and the seal of said City this 10th day of November 2015.

Anita Skinner, Commission Secretary

Exhibit A

Sunset Center Sign District – *Pylon Sign Designation*

Pylon Sign



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Exhibit C
Sunset Center Sign District

A. Purpose

The City has adopted this Specific Sign District in accordance with the provisions of the Sign Ordinance in order to:

1. Update the existing regulations regarding Highway Oriented Signs for a portion of the northeast corner of Sunset Avenue and Highway 12 (the “District”).
2. Through the construction of more modern multi-tenant freeway visible signage, enhance the economic vitality of the businesses within the District and encourage the development of vacant parcels and renovation of existing business properties within the District.
3. Provide a framework for focusing signage on a single-pylon leading to an enhanced appearance for the entire business community within the District.

B. Applicability

This Special Sign District applies to signage within the boundaries of the District, as defined by the Sign Ordinance. Except as specifically set forth herein, all other and all existing provisions of the Sign Ordinance shall remain in effect within the District.

C. District Boundaries

District: The boundaries of the District are as shown as Exhibit A of the Sunset Center SSOD ordinance.

D. Description and Location of Pylon Sign

Pylon: A freestanding freeway-oriented structure up to 60 feet tall in substantial conformity with the illustration attached to the Sunset Center Highway-Oriented SSOD sign Resolution as Exhibit B which shall be erected in the approximate location shown as Exhibit A of the Sunset Center Highway-Oriented SSOD sign Resolution. In addition to its decorative elements, the Pylon shall contain 6 sign panels and 6 logo panels on each side.

E. Approvals

1. **Relation to Sign Ordinance.** Any person desiring to erect or place a sign on the Pylon shall comply with all provisions of the Sign Ordinance, unless specifically modified herein.
2. **Types of Businesses Generally Allowed on Pylon.** Businesses located within the District whose primary objective at their business location is retail sales, lodging or recreation shall be allowed to install signage on the Pylon. Such uses shall include:

- (a) Hotels and motels;

- (b) Commercial recreation;
- (c) Restaurants (quick service and sit down dining);
- (d) New auto, truck and recreational vehicle sales;
- (e) Convenience stores
- (f) Furniture and antique sales;
- (g) Full Service Banking Institutions with retail/storefront;
- (h) Gasoline and service stations; and
- (i) Such similar uses as may be determined as consistent therewith by the Development Services Director, or designee, on a case by case basis.

3. Types of Businesses Not Allowed on Pylon. Businesses that provide intangibles and/or professional services shall generally be prohibited from installing signage on the Pylon.

- (a) Law firms;
- (b) Real estate firms;
- (c) Mortgage banking/brokerage firms;
- (d) Insurance firms;
- (e) Physical therapists, massage or martial arts providers;
- (f) Auto repair (but not including auto/truck parts sales);
- (g) Cellular service providers; and
- (h) Such similar uses as may be determined as consistent therewith the foregoing restrictions by the Development Services Director, or designee on a case by case basis.

4. Sign Permit Required. A Sign Permit as provided in §18.54 of the Suisun City Municipal Code shall be required for any Pylon sign face change (including new businesses). Decorative panels to the satisfaction of the Development Services Director shall be required for panels that do not advertise business as provided in Paragraph 2 above.

F. Specifications Applicable to the Pylon and Pylon Sign Panels

1. Pylon Specifications. The following rules and regulations shall apply to the Pylon:

- a) The Pylon, including its decorative elements, shall not exceed 60' in height;
- b) The maximum width of the Pylon shall be 26';
- c) The total number of panels shall be 12 per side (6 sign panels and 6 logos). 4 Sign panels shall be 4'6" x 17' and 2 panels shall be 3'6" x 17'. Each of the logos shall be 5' x 5';
- d) All of the signage panels on the Pylon shall be internally illuminated;

- e) The Pylon may be designed to accommodate internal cellular or other communications antennas and equipment. No exterior cellular or other communications antennas will be allowed; and
 - f) No electronic message boards of any type shall be permitted.
- 2. Pylon Sign Panels.** The following rules and regulations shall apply to the signs on the Pylon:
- 1. No business signage or advertising shall be allowed on the Pylon except utilizing the 6 two-sided sign panels and 6 two-side sign logos.
 - 2. No sign panel may contain the signage of more than one business;
 - 3. No business may use more than one sign panel for its business;
 - 4. Within 60 days of any sign panel becoming vacant, the owner of the Pylon sign shall install a decorative panel or such other sign as may be approved by the Development Services Director, or designee, rather than leave such sign panel blank.

G. Administration and General Provisions

- 1. **Review of Final Designs.** The Development Services Director shall review and approve the final specifications for the Pylon and the sign panels thereon so as to ensure consistent design themes and are otherwise consistent with Exhibit B.
- 2. **Other Requirements May Still Apply.** Nothing in this Special Sign District ordinance eliminates the need for obtaining any other approval or entitlement required by provisions of City Code or the requirements of any City department, or any local, State or Federal agency.
- 3. **Responsibility for Administration.** The Development Services Director, or designee, shall be responsible for administering the provisions of this Special Sign District. This shall include the responsibility and authority to interpret any section of this document.

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Pylon Sign design at Sunset Center



DSIGNART
3428 Hillcrest Avenue
Suite 150
Antioch, CA
94531-8238
T. 925.933.9677
F. 925.933.9784
E. info@dsignart.com
http://www.dsignart.com

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in any way without written
authorization from DSIGNART.

Project:



**SUNSET
TOWN CENTER**

121 - 141 Sunset Avenue
Suisun, CA 94585

Phase:

- ☒ Conceptual
☐ Design Development
☐ Construction Drawing

Date: 10-26-15

Drawn by: J.H.

Scale:

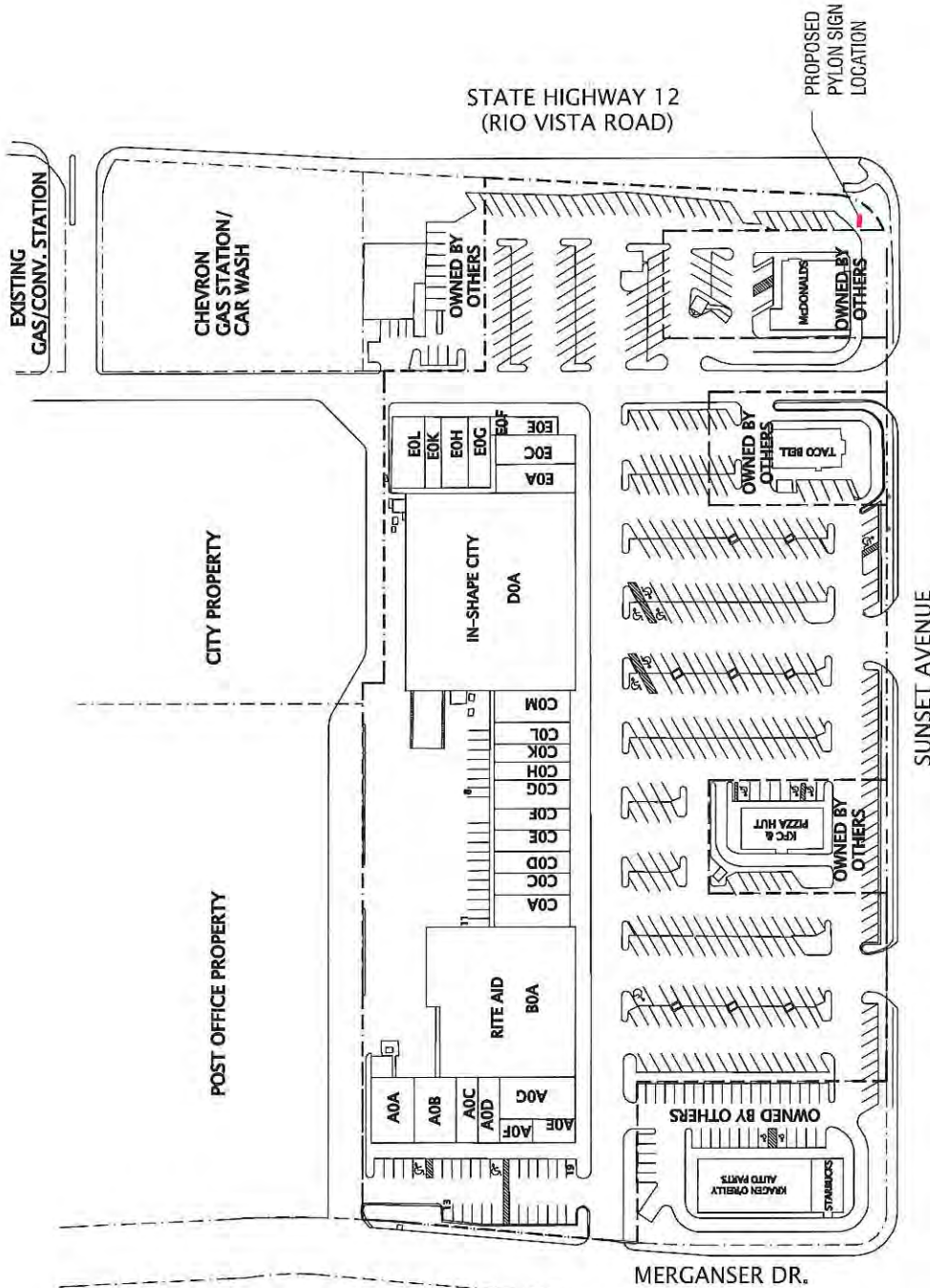
Day #:

Revision:

Title:

Page #:

G.1



SITE PLAN

Scale: 1" = 50'





DSIGNART
3426 Hillcrest Avenue
Suite 150
Antioch, CA
94531-4238
T. 925.933.9877
F. 925.333.9784
E. info@dsignart.com
http://www.dsignart.com

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Project:



**SUNSET
TOWN CENTER**
121 - 141 Sunset Avenue
Suisun, CA 94585

Phase:

☒ Conceptual
☐ Design Development
☐ Construction Drawing

Date: 10-26-15

Drawn by: J.H.

Scale:

Day #:

Revised:

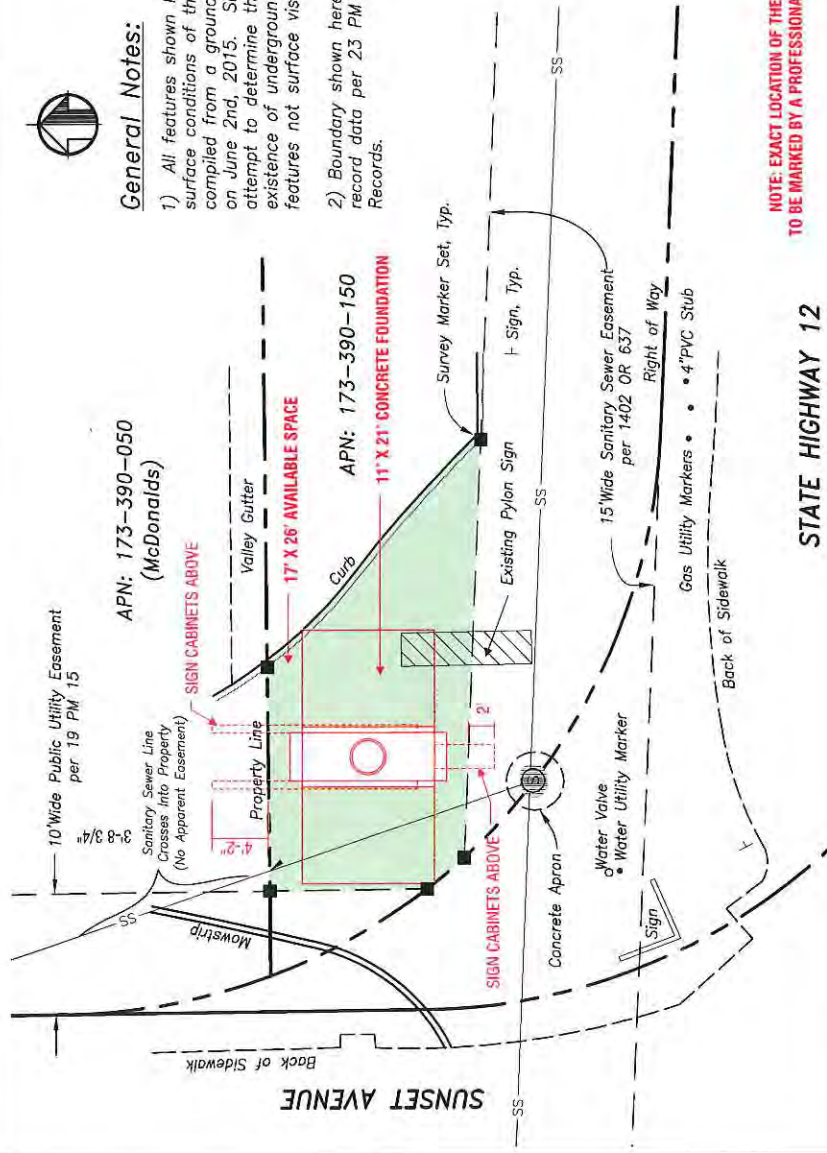
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General Notes:

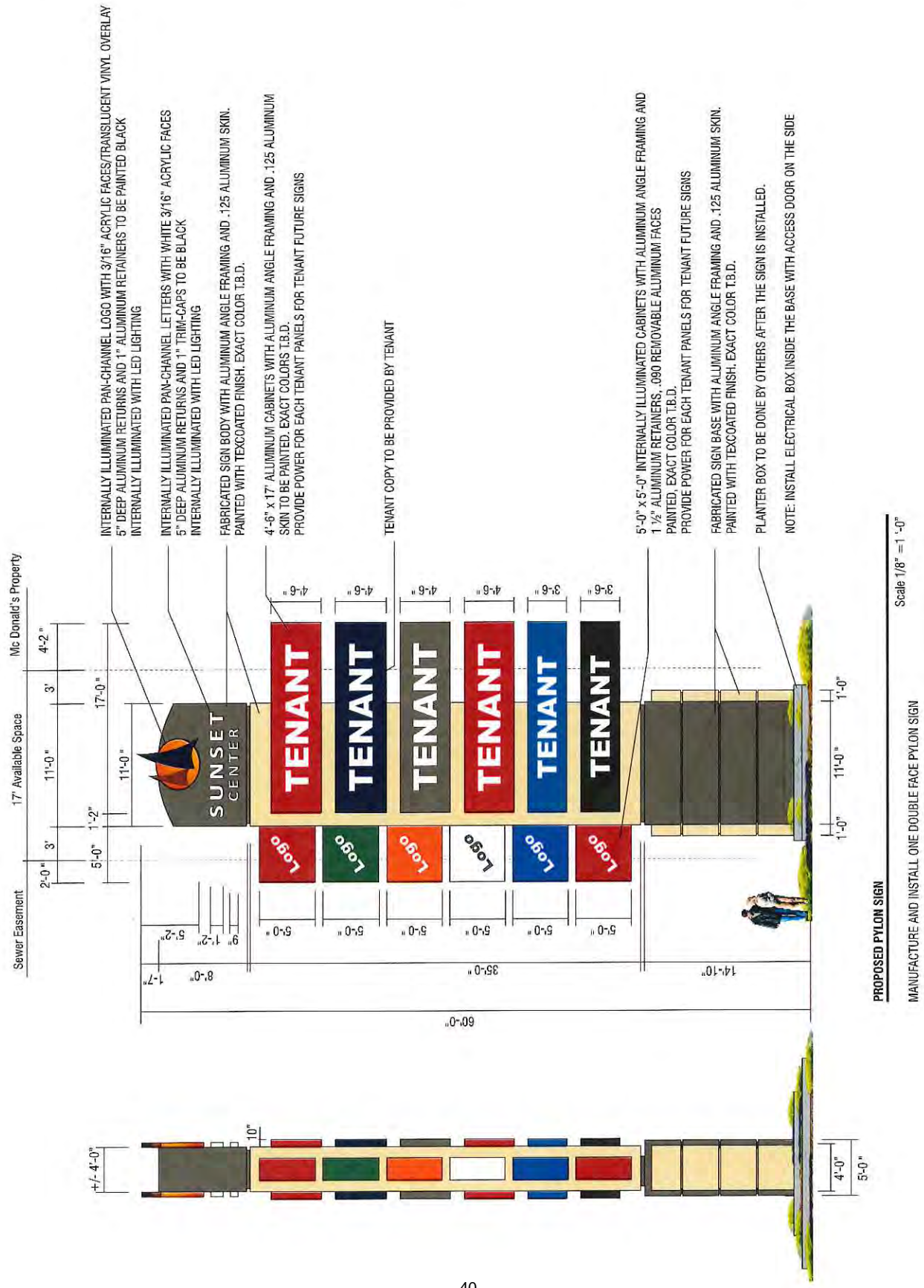
- 1) All features shown hereon represent surface conditions of the project area compiled from a ground survey performed on June 2nd, 2015. Surveyor made no attempt to determine the extent or existence of underground utilities or other features not surface visible.
- 2) Boundary shown hereon is based upon record data per 23 PM 01, Solano County Records.



STATE HIGHWAY 12

Mountain Pacific Surveys Land Surveying • Mapping • Planning 1505 W. Texas Street Fairfield, CA 94533 PH (707) 425-6234 FAX (707) 425-1969		Approved	C. Weekley	
		Drawn	S. Rohlfis	Scale 1"=10'
		Date	6-10-15	Sheet No. 1
		Proj. No.	515035	of 1

Easement Exhibit
Sunset Shopping Center
APN: 173-390-150
City of Suisun City County of Solano





3428 Hillcrest Avenue
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Project:



**SUNSET
TOWN CENTER**

121 - 141 Sunset Avenue
Sausalito, CA 94565

Phase:

- ☒ Conceptual
- ☐ Design Development
- ☐ Construction Drawing

Date: 10-26-15

Drawn by: J.H.

Scale: _____

Day #: _____

Revision: _____

Title: _____

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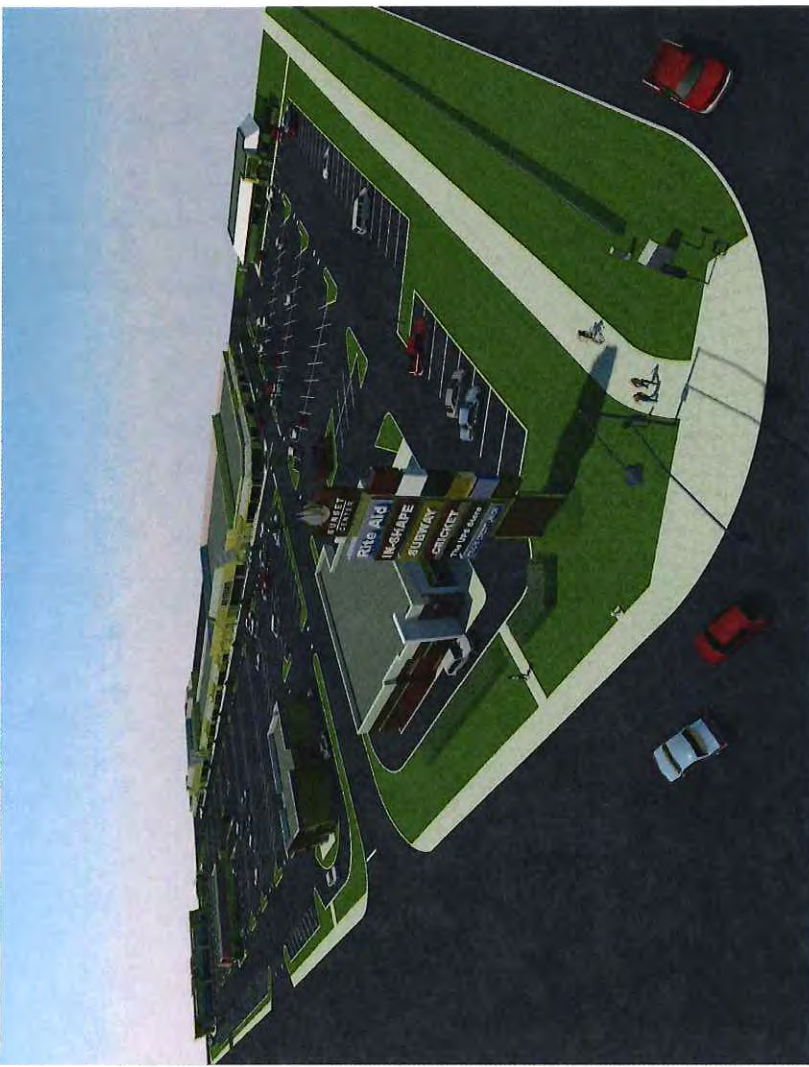
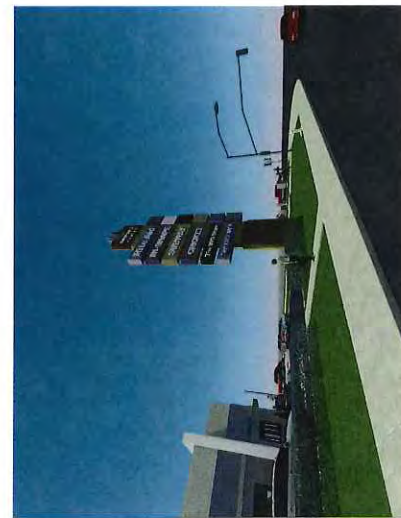
3-D images of Sunset Center with pylon



Sunset Center Monument Signage
For: Hall Equities Group
Suisun City, California

Revisions

4171 Sunset Valley Road
Sunnyvale, CA 94089
707 854 1206 fax 854 6203
www.PUI-Design.com







Landscape plans at Sunset Center with pylon

Becky Hall

From: Terry Camp <tc@campandcamp.com>
Sent: Tuesday, October 27, 2015 2:51 PM
To: Becky Hall
Cc: Pam Winther
Subject: Design Concept Statement

Project: Sunset Center, Suisun, CA.
Date : 10-26-15
Subject: Landscape Design Concept Statement

LANDSCAPE DESIGN CONCEPT STATEMENT

The proposed pylon sign for the Sunset Center shall be integrated into the ground plane and within the landscape setback between Sunset Avenue and Rio Vista . The sign base is provided with a 30" tall planter wall surrounding the column and providing a level planting area for a field of "Cranberry Baby" daylilies while anchoring the structure within a gentle 24" tall mound. The undulating ground plane beneath the pylon allows for the rhythmic and lineal display of lavender and "Black Eyed Stella" daylilies. The "orchard like" structure of row plantings are flanked on either end of the frontage landscaping by white flowering Carpet Roses. This assembly of colorful understory plantings integrate both at the newly proposed Pylon sign as well as the existing McDonalds sign. A curvilinear swath of ice blue fescue provide a striking intermission to the row planting/carpet rose concert.

An automatic, "Smart Controller" directs an "In-line" drip irrigation system which supplies this low water oriented planting scheme. Floral displays can be enjoyed from early Spring through late Summer and Autumn. Foliage colors and textures provide year round contrast with silver/grays, forest green, blue gray and lime greens. The resulting planting design produces an enjoyable rhythm and ever changing visual experience.

Terrence Camp PLA, ASLA
Principal



Landscape Architecture - Urban Design - Planning

2520 Camino Diablo Walnut Creek CA 94597
(P) 925-941-6488 ext.101 (C) 925-260-7263
(F) 925-941-6455
e-mail: tc@campandcamp.com
Web Page: www.campandcamp.com

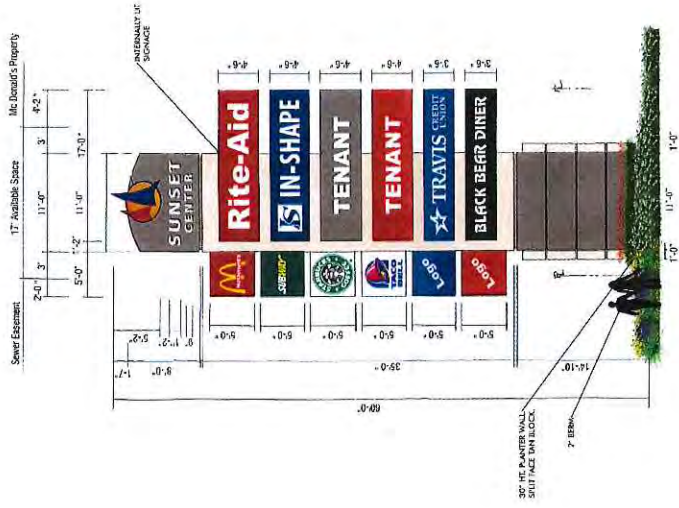
 Featured on Houzz



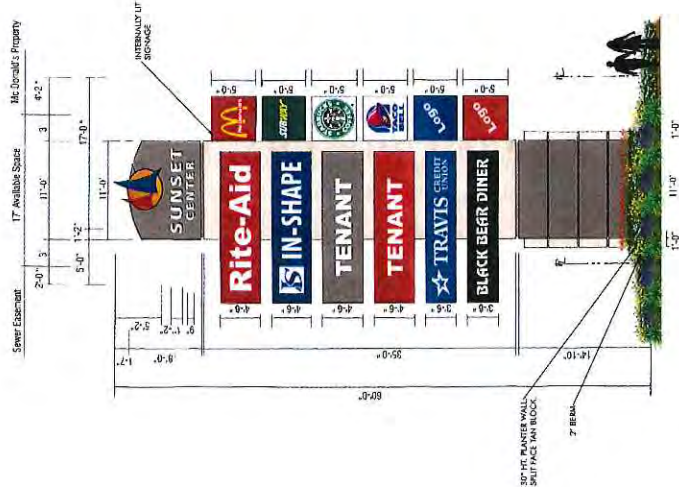
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DATE: 10/12/2015
SCALE: 1" = 10'-0"
JOB # 14-000
SHEET

L-3



PROPOSED PYLON SIGN - VIEW FROM MCDONALDS
VIEW B



PROPOSED PYLON SIGN - VIEW FROM SUNSET AVE
VIEW A



REVISIONS
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DATE: 10/27/2015
SCALE: 1" = 10'-0"
JOB # 14-000

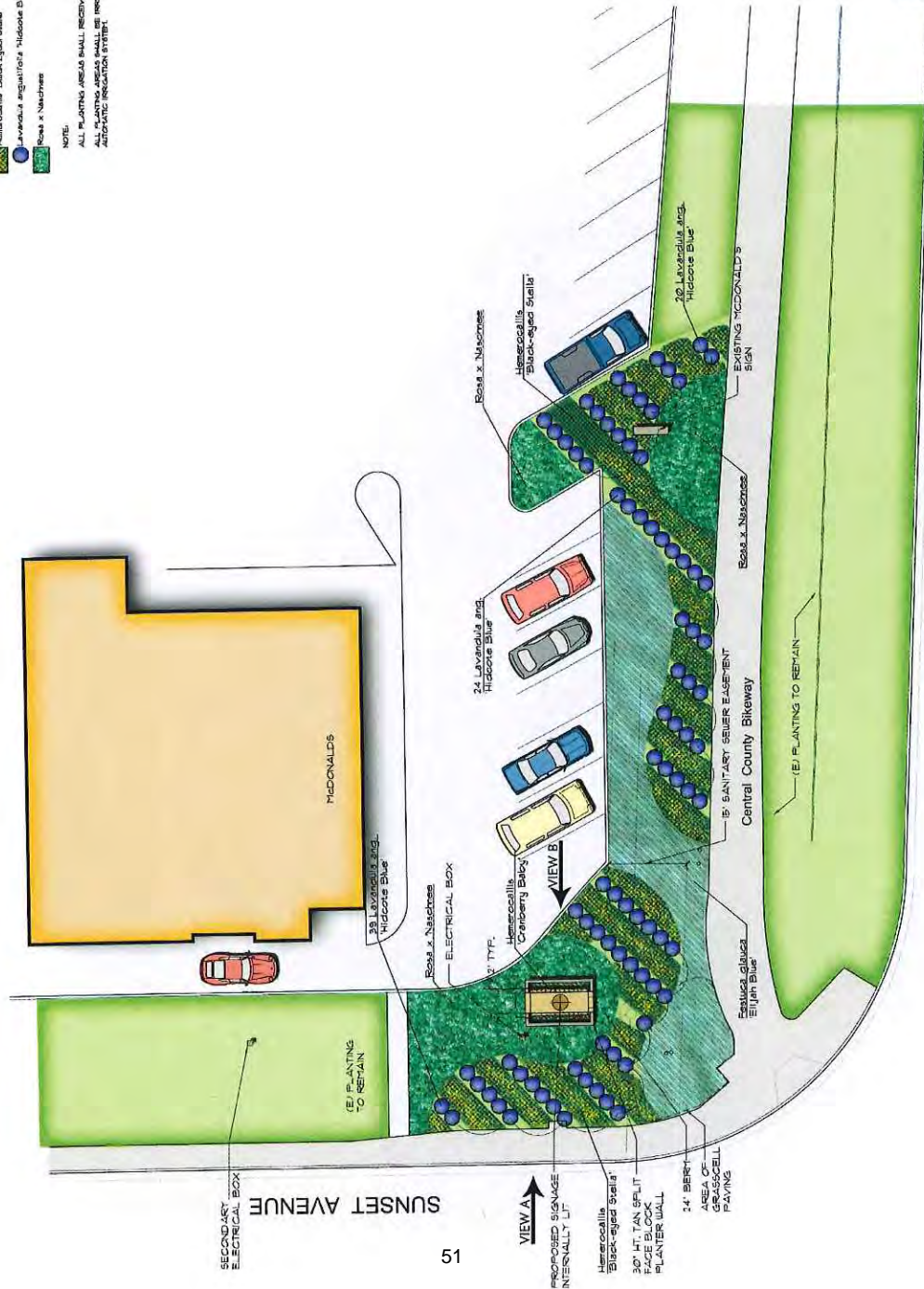
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L-2

Plant Material Key

Botanical Name	Common Name	Size
Festuca glauca 'Elijah Blue'	ELIJAH BLUE FESCUE	2' oc. / 1 gal.
Hemerocallis 'Craneberry Baby'	CRANE-BERRY BABY DAY-LILY	18" oc. / 1 gal.
Hemerocallis 'Black-eyed Stella'	BLACK-EYED STELLA DAY-LILY	18" oc. / 1 gal.
Lavandula angustifolia 'Hidcote Blue'	HIDCOTE BLUE ENGLISH LAVENDER	1 gal.
Rosa x Nascree	WHITE CARPET ROSE	3' oc. / 1 gal.

NOTE:
ALL PLANTING AREAS SHALL RESERVE 3' OFF PER BANK HATCH.
ALL PLANTING AREAS SHALL BE MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.



RIO VISTA (HWY 12)



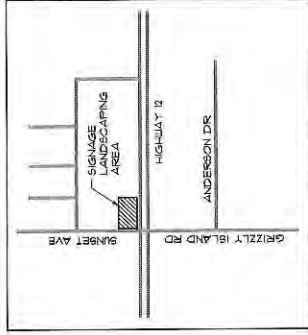
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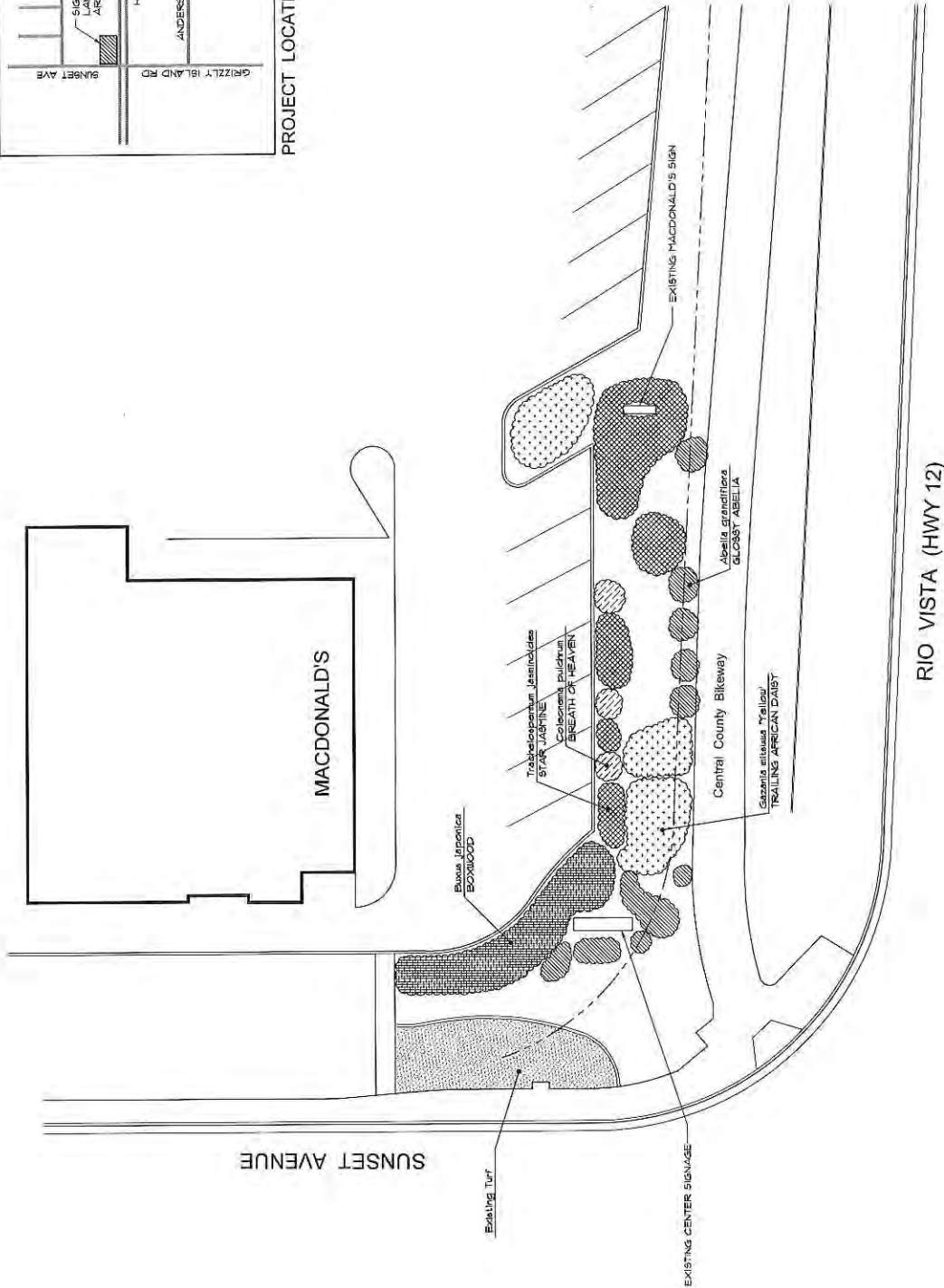
JOB # 14-000

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PROJECT LOCATION



McDonald's Utility and Pylon Easement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Centre Place Walnut Creek, LLC
c/o Hall Equities Group
1855 Olympic Boulevard, Suite 300
Walnut Creek, CA 94596

UTILITY AND PYLON EASEMENT AGREEMENT

This UTILITY AND PYLON EASEMENT AGREEMENT ("Agreement") is made as of _____, 2015, by and between: CENTRE PLACE WALNUT CREEK, LLC, a California limited liability company ("CPWC"); and ARC CAFEUSA001, LLC, a Delaware limited liability company ("ARC").

RECITALS

A. CPWC is the owner of certain real property located in the City of Suisun City (the "City"), County of Solano (the "County"), State of California generally known as 141 and 131 Sunset Avenue, being **Assessor's Parcels No. 0173-390-140; and 0173-390-150**, and more particularly described on Exhibit 1 attached hereto (the "CPWC Parcel").

B. ARC is the owner of certain real property located in the City, generally known as 109 Sunset Avenue, being **Assessor's Parcel No. 0173-390-050**, and more particularly described on Exhibit 2 attached hereto (the "ARC Parcel"). The ARC Parcel is contiguous to the CPWC Parcel.

AGREEMENT

1. **Grant of Utility Easement.** ARC (for purposes of this Section 1, the "Grantor") hereby grants and conveys to CPWC (for purposes of this Section 1, the "Grantee") a perpetual, nonexclusive easement (the "Utility Easement") appurtenant to the CPWC Parcel (for purposes of this Section 1, the "Dominant Tenement") for the use by CPWC, CPWC's tenants, and the licensees, invitees and permittees of Grantee or its tenants (collectively, the "CPWC Permitted Users") over, under, across and through that portion of the ARC Parcel (for purposes of this Section 1, the "Servient Tenement") described in Exhibit 3, attached hereto (the "Utility Easement Area") and also that portion described in Section 1.1B, below, subject to the terms and conditions of this Agreement.

1.1. **Use of Utility Easement.** The Utility Easement granted herein is for the following purposes:

A. The installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation and removal (collectively, "Use") of the following (collectively, "Utility Facilities"), all of which shall be underground and within the Utility Easement Area: electrical, telephone and communications lines, together with all appropriate, conduits, braces,

connections, fastenings, and other appliances and fixtures (including telemetry and electrical cables); and the Utility Easement includes

B. The right at all times to enter in, over and upon an area (the "Utility Construction Easement Area") whose boundaries are parallel to and ten feet (10') outside (measured perpendicularly from) each boundary of the Utility Easement Area, in order to lay down, construct, reconstruct, replace, remove, repair, maintain, operate and use said Utility Facilities.

2. **Grant of Pylon Easements.** ARC (for purposes of this Section 2, the "Grantor") hereby grants and conveys to CPWC (for purposes of this Section 2, the "Grantee"), subject to the terms and conditions of this Agreement, the following easements (collectively, the "Pylon Easement") appurtenant to the CPWC Parcel (for purposes of this Section 2, the "Dominant Tenement") for the use by CPWC and such other parties as CPWC may designate from time to time (collectively, the "Pylon Users"): (i) a perpetual, non-exclusive easement over, under, across and through that portion of the ARC Parcel (for purposes of this Section 1, the "Servient Tenement") described in Section 2.1B, below; and (ii) a perpetual, exclusive easement above the elevation of eight feet (8') above mean sea level (the "Exclusive Air Space") over that portion of the ARC Parcel described in Exhibit 4, attached hereto (the "Pylon Easement Area").

2.1. **Use of Pylon Easement.** The Pylon Easement granted herein is for the following purposes:

A. The construction, use, operation, replacement, maintenance and repair within the Exclusive Air Space of (i) a pylon sign (the "Pylon") whose ground support shall be located on the Dominant Tenement, (ii) panels on the Pylon, and (iii) communication equipment (including antennae and/or satellite dishes) on the Pylon and/or its panels ("Communication Equipment"); and

B. The right at all times to enter in, over and upon an area (the "Pylon Construction Easement Area") whose boundaries are parallel to and ten feet (10') outside (measured perpendicularly from) each boundary of the Pylon Easement Area described in Exhibit 4, attached hereto, in order to construct, reconstruct, replace, remove, repair, maintain, operate and use the Pylon, panels on the Pylon and Communication Equipment.

3. **Easements; Easement Areas; Permitted Users; Access to Easement Areas.**

3.1. **Easements.** As used hereafter in this Agreement, "Easements" means collectively the Utility Easement and Pylon Easement, and "Easement" means each one of them individually.

3.2. **Easement Areas.** As used hereafter in this Agreement, "Easement Areas" means collectively the Utility Easement Area, Utility Construction Easement Area, Exclusive Air Space, Pylon Easement Area, and Pylon Construction Easement Area, and "Easement Area" means each one of them individually.

3.3. Permitted Users. As used hereafter in this Agreement, "Permitted Users" means: with respect to the Utility Easement, the CPWC Permitted Users; and with respect to the Pylon Easement, the Pylon Users.

3.4. Access to Easement Areas. Each of the Easements also includes the perpetual, non-exclusive right of access, ingress and egress (at any time and between (i) each of the Easement's Easement Areas and (ii) the Dominant Tenement and/or public streets adjoining the Servient Tenement) by pedestrians, vehicles, trucks and equipment over and across all portions of the Servient Tenement as are reasonably appropriate in connection with the use of the Easements for the their respective purposes.

4. Non-Exclusive Rights; Restrictions. Grantor retains the right to make any use of the Servient Tenement that does not interfere with Grantee's use and enjoyment of the non-exclusive Easements for their stated purposes. Grantor agrees: not to make, or permit, any use of the Exclusive Air Space; and not to construct or install any structure or improvement upon the other Easement Areas other than landscaping. Grantee shall not be responsible for any damage caused to that landscaping by Grantee's exercise of Grantee's rights under this Agreement. If Grantor, or any invitee or permittee of Grantor, causes any damage or alteration to any of Grantee's Utility Facilities, Pylon, panels on the Pylon, or Communication Equipment (collectively, "Facilities"), Grantor shall reimburse Grantee for all costs and expenses of repairing and restoring the subject Facilities and all other damages, costs, and expenses caused by or associated with such damage, alteration and repair, all of which shall be paid by Grantor to Grantee within twenty (20) days of Grantee receiving a written request for such reimbursement together with reasonable documentation supporting the amount requested.

5. Easement Burden. The parties recognize that division, development and/or improvement of the Dominant Tenement will increase the burden on the Easement and on the Servient Tenement. Grantor hereby consents to such increased burden. Notwithstanding the provisions of California Civil Code Section 807, or any other statute now or hereafter in effect which may restrict the right of an easement holder to increase the burden upon the Servient Tenement, Grantor hereby agrees that the Easement shall be available for the full use, enjoyment and benefit of all Permitted Users of all portions of the Dominant Tenement as it may be divided, developed and improved in the future regardless of the increased burden on the Easement and the Servient Tenement.

6. Right to Dedicate Easement. The Easements, or any of them, may be dedicated or conveyed, in whole or in part, to any public utility or public entity without a transfer of the Dominant Tenement. Grantor agrees promptly to properly execute, have notarized and deliver in recordable form such other and further documents as hereafter may be requested or required in connection with the acceptance of dedication of an Easement, or any portion thereof or interest therein, to any public utility or public entity.

7. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of each of the parties hereto. In order to implement this binding effect, Grantor and Grantee hereby agree to record this Agreement in the Official Records of the County.

8. **Benefits to Dominant Tenement.** The Easements, grants, conditions, covenants and agreements contained herein: are made for the direct benefit of the Dominant Tenement; shall create equitable servitudes and burdens upon the Servient Tenement in favor of the Dominant Tenement; shall create rights and obligations as provided for herein between the respective owners of the Dominant Tenement and the Servient Tenement, their heirs, successors and assigns; and shall operate as covenants running with the land for the benefit of the Dominant Tenement.

9. **Entire Agreement.** This Agreement contains the entire agreement among the parties relating to the rights granted herein and the obligations assumed herein. All other, prior, contemporaneous or future discussions, representations, understandings, agreements or modifications concerning those matters are of no force or effect excepting only future modifications in writing, signed by the party to be charged therewith.

10. **Exhibits.** All exhibits attached hereto are incorporated herein by reference.

11. **Attorneys Fees.** In the event of any controversy, claim or dispute relating to interpretation or enforcement of this Agreement, or relating to any Easement granted hereby, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs of suit and expert witness fees.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, any or all of which may be signed by fewer than all the parties hereto, but all of which together shall be deemed a single document.

14. **Waiver; Amendment.** The waiver by one party of the performance of any covenant, condition or promise contained in this Agreement shall not constitute a waiver, express or implied, by any other party, nor shall it constitute a waiver, express or implied, of any other covenant, condition or promise. No delay in enforcing any right or remedy shall constitute a waiver of such right or remedy. All waivers must be in writing. This Agreement may be amended only by a writing signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this UTILITY AND PYLON EASEMENT AGREEMENT as of the day and year first above written.

"Grantor"

ARC CAFEUSA001, LLC,
a Delaware limited liability company

by _____
_____, Manager

"Grantee"

CENTRE PLACE WALNUT CREEK, LLC,
a California limited liability company

by _____
Mark D. Hall, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, 2015, before me, _____,
Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, 2015, before me, _____,
Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

CPWC PARCEL

Real property in the City of Suisun City, County of Solano, State of California, described as follows:

PARCEL ONE:

PARCEL "A" AND THAT PORTION OF PARCEL B, AS SHOWN ON THE MAP ENTITLED: "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER" RECORDED DECEMBER 14, 1981 IN BOOK 23 OF PARCEL MAPS AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, THAT PORTION OF PARCEL B DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL B OF SAID PARCEL MAP SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE SOUTH 00° 43' 00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89° 16' 22" WEST PARALLEL TO THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 67.50 FEET; THENCE NORTH 00° 43' 00" WEST, 5.00 FEET TO SAID NORTHERLY LINE; THENCE NORTH 89° 16' 22" EAST ALONG SAID NORTHERLY LINE 67.50 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

PARCEL "B" AS SHOWN ON THE MAP ENTITLED: "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER", RECORDED DECEMBER 14, 1981 IN BOOK 23 OF PARCEL MAPS AT PAGE 1 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL B OF SAID PARCEL MAP, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE SOUTH 00° 43' 00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89° 16' 22" WEST PARALLEL TO THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 67.50 FEET; THENCE NORTH 00° 43' 00" WEST, 5.00 FEET TO SAID NORTHERLY LINE; THENCE NORTH 89° 16' 22" EAST ALONG SAID NORTHERLY LINE OF 67.50 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, VEHICULAR AND PEDESTRIAN TRAFFIC, PARKING, AND FOR PUBLIC UTILITIES AS PROVIDED FOR IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS", RECORDED NOVEMBER 01, 1979 IN BOOK 1979 AS PAGE 94395, INSTRUMENT NO. 56053, SOLANO COUNTY RECORDS.

SAID DECLARATION WAS AMENDED PER FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 11, 1984 AS INSTRUMENT NUMBER 20639, IN BOOK 1984 AT PAGE 40102 AND PER SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 18, 1988, AS INSTRUMENT NUMBER 14752, IN BOOK 1988, PAGE 28571.

APN: 0173-390-140, as to Parcel 1 and 0173-390-150, as to Parcel 2

EXHIBIT 2

ARC PARCEL

Real property in the City of Suisun City, County of Solano, State of California, described as follows:

PARCEL ONE:

PARCEL E, AS SHOWN ON TILE MAP ENTITLED "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER", RECORDED DECEMBER 2, 1981, IN BOOK 23 OF PARCEL MAPS, AT PAGE I, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, VEHICULAR AND PEDESTRIAN TRAFFIC, PARKING, AND FOR PUBLIC UTILITIES AS PROVIDED FOR IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS", RECORDED NOVEMBER 1, 1979, IN BOOK 1979, PAGE 94395, INSTRUMENT NO. 56053, SOLANO COUNTY RECORDS.

APN: 0173-390-050

EXHIBIT 3

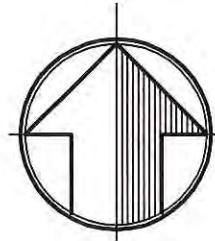
Utility Easement Area

An easement 5 feet in width situate in the City of Suisun City, State of California, over, under, and across a portion of Parcel E as shown on that certain map entitled "Parcel Map 1610-116 for Sunset Center" filed for record December 2, 1981 in Book 23 of Parcel Maps at Page 01 in the office of the Solano County Recorder, the west line of said easement being more particularly described as follows:

Beginning at a point on south line of said Parcel E from which point the southwest corner thereof bears South 89°17' 00" West, 7.03 feet; thence from said Point of Beginning, lying parallel with the west line of said Parcel E, North 0°43' 00" West, 50.00 feet to the terminus of this description. The east line of this easement is to be shortened or extended as required so as to terminate at said south line of Parcel E.

Containing 250 square feet, more or less.

Bearings used in this description are based upon Book 23 of Parcel maps, Page 01, S.C.R.



10' Wide Public Utility
Easement per 19 PM 15

Parcel E
23 PM 01

5' UTILITY
EASEMENT

SUNSET

N 0°43'00" W
50.00'

Point of Beginning
Utility Easement

S 89°17'00" W

S.W. Cor.
Pcl. E

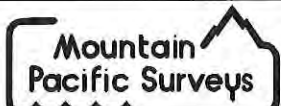
7.03'

Parcel B
23 PM 01

AVENUE

15' Wide Sanitary Sewer
Easement per 1402 OR 637

STATE HIGHWAY NO. 12



Land Surveying • Mapping • Planning
1505 W. Texas Street PH (707) 425-6234
Fairfield, CA 94533 FAX (707) 425-1969

Exhibit "3" (cont.) - Easement Sketch
Sunset Shopping Center
APN: 173-390-050 & -150
City of Suisun City County of Solano

Approved

Drawn C.Weakley

Scale 1"=20'

Date 10-13-15

Sheet No.

Proj. No.
515035.1

of 2

2

EXHIBIT 4

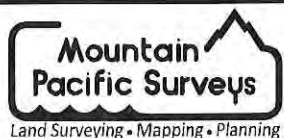
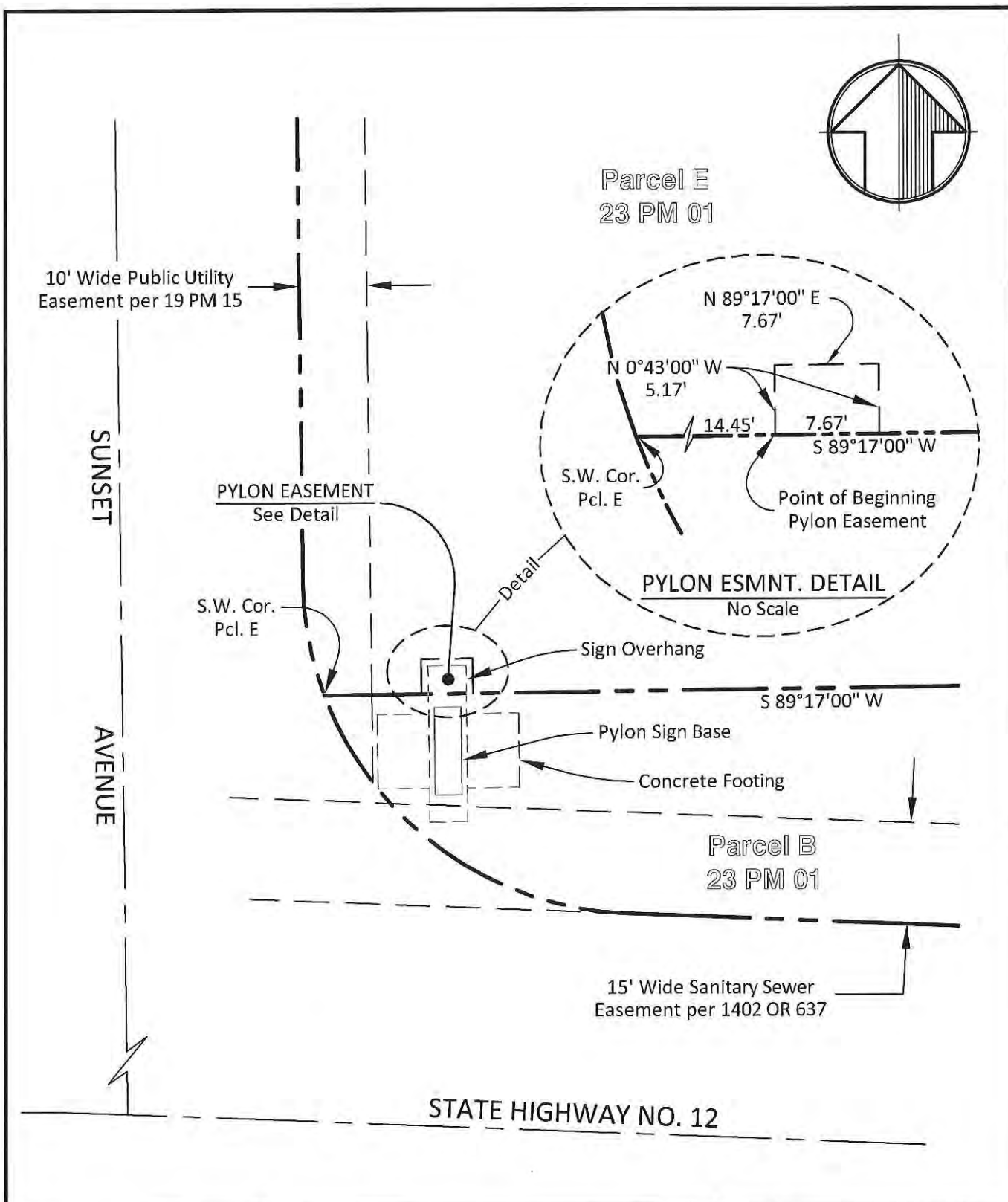
Pylon Easement

An easement situate in the City of Suisun City, State of California, over, under, and across a portion of Parcel E as shown on that certain map entitled "Parcel Map 1610-116 for Sunset Center" filed for record December 2, 1981 in Book 23 of Parcel Maps at Page 01 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at a point on south line of said Parcel E from which point the southwest corner thereof bears South 89°17' 00" West, 14.45 feet; thence from said point of beginning North 0°43' 00" West, 5.17 feet; thence North 89°17'00" East, 7.67 feet; thence South 0°43'00" East, 5.17 feet to a point on said south line; thence along said south line South 89°17'00" West, 7.67 feet to the point of beginning.

Containing 40 square feet, more or less.

Bearings used in this description are based upon Book 23 of Parcel maps, Page 01, S.C.R.



Land Surveying • Mapping • Planning
1505 W. Texas Street PH (707) 425-6234
Fairfield, CA 94533 FAX (707) 425-1969

Exhibit "4" (cont.) - Easement Sketch
Sunset Shopping Center
APN: 173-390-050 & -150
City of Suisun City County of Solano

Approved

Drawn C. Weakley

Date 10-13-15

Proj. No. 515035.1

Scale 1"=20'

Sheet No.

of 2

2



Where to place the
electrical box for
new pylon at Sunset

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McDonald's Sign Panel Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Centre Place Walnut Creek, LLC
c/o Hall Equities Group
1855 Olympic Boulevard, Suite 300
Walnut Creek, CA 94596

SIGN PANEL EASEMENT AGREEMENT

This SIGN PANEL EASEMENT AGREEMENT ("Agreement") is dated for reference purposes only as of _____ 20__, by and between: CENTRE PLACE WALNUT CREEK, LLC, a California limited liability company ("Owner" or "Grantor"); and ARC CAFEUSA001, LLC, a Delaware limited liability company ("User" or "Grantee").

RECITALS

A. Owner is the owner of certain real property located in the City of Suisun City (the "City"), County of Solano (the "County"), State of California generally known as 141 and 131 Sunset Avenue, being **Assessor's Parcels No. 0173-390-140; and 0173-390-150**, and more particularly described on Exhibit 1 attached hereto (the "Owner Parcel").

B. User is the owner of certain real property located in the City, generally known as 109 Sunset Avenue, being **Assessor's Parcel No. 0173-390-050**, and more particularly described on Exhibit 2 attached hereto (the "User Parcel"). The User Parcel is contiguous to the Owner Parcel.

C. Owner has constructed, or intends shortly to construct, a pylon sign (the "Pylon") on the Owner Parcel near the corner of Sunset Avenue and State Highway 12, in Suisun, California. The approximate dimensions and design of the Pylon and the individual sign panels on the Pylon (each a "Panel") are depicted on Exhibit 3, attached hereto (the "Sign Plan").

AGREEMENT

1. **Sign Plan.** Owner reserves the right to change unilaterally from time to time and in any way the Pylon and/or any or all Panels (for example but not by way of limitation, the appearance, location, dimensions, orientation, design or specifications of the Pylon or Panels, or the number of Panels), or to terminate all use of all Panels and/or remove the Pylon. As used in this Agreement, "Sign Plan" means the Sign Plan attached hereto as it or any of its details may be modified by Owner from time to time in the future. Owner from time to time unilaterally may execute and record an amendment to this Agreement stating that (i) the then current Sign Plan reflected by the most currently recorded version of this Agreement or amendment hereto is of no further force or effect, and (ii) that former Sign Plan is superseded by the revised Sign Plan attached to the amendment being recorded. However, recordation of such an amendment shall not be a pre-requisite to the effectiveness of any Sign Plan modification by Owner.

2. **Grant of Sign Panel Easement; Assigned Panel.** Subject to the terms and conditions of this Agreement, Owner (as "Grantor") hereby grants and conveys to User (as "Grantee") an exclusive easement (the "Easement") appurtenant to the User Parcel (the "Dominant Tenement") for the use by User or by an occupant of the User Parcel most recently designated by User from time to time by written notice to Owner (a "Permitted User") of the top most, double sided Panel location on the Highway 12 side of the Pylon (the "Assigned Panel") for the promotion of a McDonald's restaurant operating on the User Parcel (the "Permitted Business").

2.1. **Assigned Panel Change.** Owner may at any time change the Assigned Panel by giving User written notice of the change, which notice must specify: (i) the latest date (the "Latest Change Date"), which must be at least sixty (60) days after the date of Owner's notice to User, by which User must terminate all use of the previously designated Assigned Panel; (ii) whether User is to leave its previous panel in place or replace it with a plain, unmarked panel of such material, configuration and appearance as is specified by Owner (User agrees to promptly comply with such instructions as Owner may provide in this regard); (iii) the replacement Assigned Panel, which may be on the same Pylon or on a modified or relocated Pylon (as provided in Section 1, above) but which must have at least the same surface area as the prior Assigned Panel and must be on the top most level of all Panels on the subject Pylon; (iv) the earliest date upon which the new panel location will be available for User to commence installation of its replacement panel, which date must be at least thirty (30) calendar days before the Latest Change Date. User shall cease all use of the prior panel immediately upon commencing its use of the replacement Assigned Panel. If Owner changes the Assigned Panel, Owner shall reimburse to User all reasonable costs and expenses incurred by User in making the change.

3. **Easement Term; Quitclaim Deed.**

3.1. **Term.** The Easement shall become effective on the date specified in a written notice from Owner to User stating when the Assigned Panel location will be available for User to commence installation of its Panel. The Easement will terminate, and thereafter will be of no force or effect, on the earliest of: (i) the date specified in a written notice from Owner to User stating Owner has elected to terminate all use of all Panels and/or remove the Pylon; (ii) the earliest date (the "Final Dark Day") on which, for a continuous period of the preceding one hundred eighty (180) calendar days, there has failed to be open for full time operation a Permitted Business on the User Parcel, provided, however, termination under this clause shall not be effective unless Owner gives User a written notice of termination, which notice either is given before the Final Dark Day and states termination under this clause will be effective on the Final Dark Day (or on a specified date thereafter), or is given after the Final Dark Day and states termination under this clause was, is, or will be effective as of a date stated therein (which date is not earlier than the Final Dark Day); (iii) automatically upon the use of the Assigned Panel for any purpose other than the promotion of a Permitted Business; (iv) automatically upon any attempted or completed transfer or assignment that is not permitted under Section 4, below; (v) the termination of this Agreement following a Default as defined and provided in Section 7, below; or (vi) such other date as is provided in this Agreement.

3.2. Quitclaim Deed. At any time after the termination of the Easement as provided in this Agreement, Owner may request that User sign, notarize in recordable form, and deliver to Owner for recording in the County Records, a quit claim deed releasing to Owner all rights of User and all Permitted Users under this Agreement, which quit claim deed shall be in such form and content as Owner reasonably requests. If User fails to sign, notarize in recordable form and return to Owner that quit claim deed within fourteen (14) days of being requested to do so, Owner may file an action to quiet title declaring that Owner's Parcel is not encumbered or affected by this Agreement, and/or Owner may pursue any other rights provided by law. User shall reimburse Owner for all attorneys' fees, costs, expenses and damages incurred or suffered by Owner in taking any such action, or suffered or incurred by Owner on account of User's failure to timely provide the quitclaim deed.

4. Easement Not Transferrable. The easement and associated rights hereunder may not be transferred or assigned to, nor used or exercised by, anyone other than (i) an owner of the User Parcel who is operating a Permitted Business on the User Parcel, or (ii) an occupant of the User Parcel who is operating a Permitted Business on the User Parcel.

5. Use of Assigned Panel.

5.1. Hours of Illumination. Subject to governmental requirements, the Assigned Panel shall be illuminated during such legally permissible times as are determined by Owner from time to time.

5.2. Compliance. User, at User's sole cost, at all times shall cause the Assigned Panel to comply with all applicable laws, rules, regulations, recorded instruments encumbering the Owner Parcel that were in force before the recording of this Agreement, and the Uniform Electric Code applicable to the Assigned Panel (including its illumination).

5.3. Assigned Panel Restrictions. The Assigned Panel shall not: (i) include any moving, swinging, rotating, flashing, blinking, fluctuating or otherwise animated light; (ii) emit any loud, annoying or intrusive sound; or (iii) exhibit, post or display anything of an obscene, indecent, immoral or unlawful nature.

5.4. Assigned Panel Use Cessation. Upon the termination of this Easement, or at such earlier time as the Permitted User ceases to use the Assigned Panel for the Permitted Business, the Owner may, at the Owner's option but at User's cost, either (i) permit the Assigned Panel sign to be left in place, (ii) replace the Assigned Panel sign with a plain unmarked sign, or (iii) replace the sign with any other sign.

5.5. Indemnity. User and the Permitted User, jointly and severally, (in this Section 5.5, collectively, the "Indemnitor") shall be fully responsible for the operations, acts and omissions of the Assigned Panel sign contractor and such sign contractor's subcontractors, and shall defend, indemnify and hold harmless Owner and each other party entitled to use any Panel from all damages, liabilities, claims, expenses and causes of action arising out of any operations, acts or omissions by Indemnitor, or Indemnitor's sign contractors and subcontractors, and all costs charges and expenses related to the Assigned Panel or asserted by such contractors or

subcontractors (including all costs described in Section 6.4, below). Each Indemnitor shall require that its sign contractor carry workman's compensation and public liability insurance against all damage suffered or done to any and all parties and/or property while the contractor is engaged in the construction, installation, repair, replacement or maintenance of the Assigned Panel. Such insurance shall provide indemnity limits no less than \$2,000,000 per occurrence. User's obligations under this Section 5.5 shall survive the termination of this Agreement.

6. **Costs.**

6.1. Allocable Share of Shared Costs. As used in this Agreement, "Allocable Share" means the fraction, expressed as a percentage, equal to the square footage of the Assigned Panel's face(s), measured from the outside of the Assigned Panel's frame (on each face, if the Assigned Panel has multiple faces), divided by the aggregate square footage of all Panels on the Pylon, regardless of whether the Assigned Panel or all or any of the other Panels are, in fact, installed or actively being used. If and so long as the Pylon and Panels are as depicted on the Sign Plan attached hereto, it is agreed User's initial Allocable Share is 4.35%. If the Allocable Share changes, Owner will give User written notice of the adjusted Allocable Share, which adjusted percentage shall be in effect thereafter unless and until another change occurs.

6.2. Shared Costs. "Shared Costs" means all costs and expenses incurred by Owner for owning, operating, using, repairing, replacing and maintaining the Pylon (including, to the extent not chargeable to any party other than Owner, the Panels) and any easement areas (including improvements, equipment and facilities located therein) benefiting or related to the Pylon or Panels. Those Shared Costs include costs of repainting of damaged, worn or vandalized portions of the Pylon, all costs for electricity (including the costs of maintaining, repairing, replacing all lines and conduits), all real or personal property taxes allocable to the Pylon (including, to the extent not chargeable to any party other than Owner, the Panels), and all insurance, if any, maintained by Owner respecting the Pylon, the Panels and the ownership, use and operation of the Pylon and Panels. Owner shall have no obligation to obtain or maintain any insurance respecting the Pylon, the Panels and the ownership, use and operation of the Pylon and Panels. If property taxes are not separately assessed to the Pylon and Panels, or if Owner's insurance for the Pylon and Panels is not charged to Owner separately from Owner's other insurance related to the Owner Parcel, the portion(s) of Owner's property tax and/or insurance costs to be included in Shared Costs shall be such amount as is reasonably estimated by Owner. Shared Costs also shall include an administration fee equal to five percent (5%) of all other Shared Costs.

A. Pylon Construction Costs. Shared Costs also shall include Owner's aggregate cost to remove the old pylon sign near the location of the Pylon and to construct the Pylon, including all related utility lines and facilities (collectively, "Construction Costs"). Those Construction Costs include, but are not necessarily limited to: (i) all costs of designing and planning the work (including all engineering, architectural and other consultants' fees and costs); (ii) all costs for material and labor to perform the work; (iii) all permit fees, inspection fees and other governmental charges applicable to or

incurred in connection with the work and insurance premiums related thereto; (iv) fees and charges of all architects and engineers for services related to the Work; and (v) all costs of periodic onsite inspections. User will be responsible for the initial Allocable Share of all Construction Costs, including Construction Costs incurred before the Effective Date of this Agreement.

6.3. Payment of Shared Costs. Owner shall submit to User periodic billings (but not more often than monthly) for User's Allocable Share of Construction Costs (including Construction Costs incurred before the Effective Date of this Agreement) and for User's Allocable Share of other Shared Costs incurred after the Effective Date of this Agreement. Each billing is due in full within thirty (30) days of its date. Owner, at its option, may base billings on an estimated amount of total Shared Costs to be incurred in a calendar year, or other convenient period. Owner periodically will provide User a reconciliation of the Shared Costs payments made by User after the period covered by the last reconciliation, compared to the actual Shared Costs for which User was responsible during the current reconciliation period. If that reconciliation shows User under paid his Allocable Share of actual Shared Costs, he shall pay that shortfall within thirty (30) days of receiving the reconciliation from Owner. If that reconciliation shows User over paid his Allocable Share of actual Shared Costs, Owner, at Owner's option, either shall pay the overpayment to User with the delivery of the reconciliation, or credit the amount of the over payment against subsequent billings of Shared Costs. User's obligations under this Section 6.3 shall survive the termination of this Agreement.

A. Shared Cost Audit. Provided User gives Owner a written request for an audit within twelve (12) months after the date of the last reconciliation given to User, User shall have the right to audit Owner's books and records, including actual bills for costs incurred, pertaining to the Shared Costs for the period covered by that reconciliation. User's written audit request must specify a date for the audit not earlier than thirty (30) days after the request is received by Owner. If that date conflicts with Owner's availability, Owner and User shall agree to a new date, which shall not be more than thirty (30) days later than the initially proposed date. The audit shall be performed at a location specified by Owner. If the audit discloses any error in the reconciliation, an appropriate adjustment shall be made forthwith. The cost of any audit shall be assumed by User unless User is entitled to a refund in excess of the greater of (i) five percent (5%) of the amount set forth in the reconciliation as User's Allocable Share of Shared Costs for the reconciliation period, or (ii) One Thousand Dollars (\$1,000.00), in which case Owner shall pay the cost of such audit.

6.4. Separate Costs. All costs of designing, permitting, fabricating, installing, maintaining, repairing and replacing the sign panel and sign box in the Assigned Panel location shall be borne solely by User.

7. Default.

7.1. Each of the following events shall be a "Default" by User under this Agreement:

A. User fails to pay as and when due any amount User is required to pay under the terms of this Agreement, and shall not cure such default in full within ten (10) calendar days after written notice thereof is given by (or on behalf of) Owner to User; if User occupies the User Parcel pursuant to a Lease from Owner (a "Lease"), any notice given by (or on behalf of) Owner, as landlord under the Lease, which includes a reference to amounts due under this Agreement or due with respect to the Pylon or Assigned Panel (or similar verbiage) shall be deemed an adequate notice under this Section 7.1.A;

B. User shall fail to comply with any term, provision or covenant of this Agreement, other than payment obligations referred to in Section 7.1.A, immediately above, and shall not cure such failure within twenty (20) calendar days after written notice thereof is given by (or on behalf of) Owner (provided that if such default cannot reasonably be cured within twenty (20) days, then User shall have an additional reasonable period of time within which to cure such default); if User occupies the User Parcel pursuant to a Lease, any notice given by (or on behalf of) Owner, as landlord under the Lease, which includes a reference to amounts due under this Agreement or due with respect to the Pylon or Assigned Panel (or similar verbiage) shall be deemed an adequate notice under this Section 7.1.A; or

C. If User occupies the User Parcel pursuant to a Lease, any breach, default or event of default (as defined in the Lease) shall occur under the Lease.

7.2. Upon the occurrence of any Default described above, Owner shall have the following rights and remedies, in addition to all other rights and remedies provided by law, to which Owner may resort cumulatively or in the alternative.

A. Owner may give written notice to User terminating this Agreement, in which event the Easement will terminate, and thereafter will be of no force or effect, effective as of the date specified in Owner's notice. If User occupies the User Parcel pursuant to a Lease, Owner's termination of this Agreement and the Easement shall not constitute a termination of the Lease, nor a breach of the Lease by Owner, nor in any way relieve or modify any of User's obligations or liabilities under the Lease.

B. If User occupies the User Parcel pursuant to a Lease, Owner may treat User's Default under this Agreement as an event of default under the Lease and pursue against User any or all remedies which Owner, as landlord, may have under the Lease;

C. Pursue collection from User of any and all amounts owed by User under this Agreement; and

D. Exercise any other rights against User which Owner may have under the law.

7.3. Interest. Any monetary payment due Owner hereunder that is not received by Owner when due shall bear interest from the day it was due until it is

received by Owner, computed at the rate of 10% per annum (or a rate equal to the maximum rate allowed by law, whichever is less). All payments received shall be applied first to interest accrued under this section, and only the balance remaining thereafter, if any, shall apply to the principal amount of the past due payment.

8. **User and Permitted User.** User shall be responsible and liable under this Agreement for all acts and omissions of each Permitted User with the same force and effect as if it were an act or omission by User personally. Any notice given to User or to any Permitted User will be binding and effective on both User and all Permitted Users on the date the notice is first given to any of them, as if the notice were simultaneously given to all of them at that same time, and without the necessity of any notice ever being given to the other(s). Any consent or waiver by User respecting this Agreement (including, but not limited to, any modification of this Agreement) shall be binding and effective on all Permitted Users, as if they each had personally joined therein, without the necessity of any joinder by or notice to any Permitted User. At Owner's election, any consent or waiver by any Permitted User respecting this Agreement (including, but not limited to, any modification of this Agreement) shall be binding and effective on User and all other Permitted Users, as if they each had personally joined therein, without the necessity of any joinder by or notice to User or any other Permitted User. Upon the termination of this Agreement as to User, all rights and benefits of all Permitted Users automatically will end without the necessity of any notice to any of them.

9. **Estoppel Certificate.** User and Owner each agrees that upon written request of the other (which request may not be made by a party more than twice in any twelve (12) month period), it will issue to the requesting party, or its prospective mortgagee or successor, an estoppel certificate (the "Estoppel") stating to the best of the issuer's knowledge as of such date:

A. whether it knows of any default under this Agreement by the requesting party or any other party, and if there are known defaults, specifying the nature thereof;

B. whether this Agreement has been or modified or amended in any way, and if so, then stating the terms and nature thereof;

C. whether this Agreement is in full force and effect; and

D. whether, to such party's actual knowledge, conditions exist which, with the passage of time and/or giving of notice, or both, will become a default under this Agreement by the requesting party or any other party, and, if so, specifying any such conditions.

E. Such statement shall act to prevent the party furnishing it from making or bringing any claim against a bona fide encumbrancer or purchaser for value who does not have knowledge of facts to the contrary of those contained in the Estoppel, and who has acted in reasonable reliance upon the Estoppel, to the extent any such claim is based upon facts known to the party furnishing the Estoppel to be contrary to those asserted in the Estoppel. The issuance of an Estoppel shall in no event subject the party furnishing it to any liability for the negligent or inadvertent failure of such party

to make correct statements or disclose relevant information (but it shall estop such party from making assertions contrary to those known to the party at the time of signing the Estoppel to be contrary to the assertions set forth in the Estoppel for the period covered by the Estoppel). Failure by any party to furnish such statement after receipt by such party of an additional ten (10) day notice from the requesting party shall be deemed an acknowledgment by such party that all matters above are true and correct as of the date of such request.

10. **Liens.** User and Permitted User shall keep the Easement, Assigned Panel and Pylon free from any and all encumbrances, liens, judgment and claims arising out of any work performed, materials furnished, or liabilities or obligations incurred by or through such party or their affiliates.

11. **Non-Exclusive Rights; Restrictions.** Grantor retains the right to make any use of the Servient Tenement that does not interfere with Grantee's use and enjoyment of the Easement for its stated purpose as permitted in this Agreement. If Grantee, or any invitee or permittee of Grantee, causes any damage or alteration to the Servient Tenement, the Pylon, panels on the Pylon, or communication facilities on the Pylon or on the Pylon panels (collectively, "Facilities"), Grantee promptly shall pay for all costs and expenses incurred for the repair and restoration of the subject Facilities to at least as good condition as they were in before that damage or alteration.

12. **Binding on Successors.** This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of each of the parties hereto. In order to implement this binding effect, Grantor and Grantee hereby agree to record this Agreement in the Official Records of the County.

13. **Benefits to Dominant Tenement.** The Easement, grant, conditions, covenants and agreements contained herein: are made for the direct benefit of the Dominant Tenement; shall create equitable servitudes and burdens upon the Servient Tenement in favor of the Dominant Tenement; shall create rights and obligations as provided for herein between the respective owners of the Dominant Tenement and the Servient Tenement, their heirs, successors and assigns; and shall operate as covenants running with the land for the benefit of the Dominant Tenement.

14. **Entire Agreement.** This Agreement contains the entire agreement among the parties relating to the rights granted herein and the obligations assumed herein. All other, prior, contemporaneous or future discussions, representations, understandings, agreements or modifications concerning those matters are of no force or effect excepting only future modifications in writing, signed by the party to be charged therewith.

15. **Exhibits.** All exhibits attached hereto are incorporated herein by reference.

16. **Attorneys Fees.** In the event of any controversy, claim or dispute relating to interpretation or enforcement of this Agreement, or relating to the Easement granted hereby, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs of suit and expert witness fees.

17. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. **Execution in Counterparts; Effective Date.** This Agreement may be executed in counterparts, any or all of which may be signed by fewer than all the parties hereto, but all of which together shall be deemed a single document. The earliest date upon which each party has signed and delivered to the other party a copy of this Agreement shall be the "Effective Date."

19. **Submission.** The submission of this document for review, comment or signature does not constitute an offer to be bound hereby. This document and the various terms and conditions set forth in this document shall become effective only upon its full execution and delivery by all the parties hereto.

20. **Waiver; Amendment.** The waiver by one party of the performance of any covenant, condition or promise contained in this Agreement shall not constitute a waiver, express or implied, by any other party, nor shall it constitute a waiver, express or implied, of any other covenant, condition or promise. No delay in enforcing any right or remedy shall constitute a waiver of such right or remedy. All waivers must be in writing. This Agreement may be amended only by a writing signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this SIGN PANEL EASEMENT AGREEMENT as of the day and year first above written.

"Grantee"

ARC CAFEUSA001, LLC,
a Delaware limited liability company

by _____
_____, Manager

"Grantor"

CENTRE PLACE WALNUT CREEK, LLC,
a California limited liability company

by _____
Mark D. Hall , Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 2015, before me, _____,
Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 2015, before me, _____,
Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

OWNER PARCEL

Real property in the City of Suisun City, County of Solano, State of California, described as follows:

PARCEL ONE:

PARCEL "A" AND THAT PORTION OF PARCEL B, AS SHOWN ON THE MAP ENTITLED: "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER" RECORDED DECEMBER 14, 1981 IN BOOK 23 OF PARCEL MAPS AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, THAT PORTION OF PARCEL B DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL B OF SAID PARCEL MAP SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE SOUTH 00° 43' 00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89° 16' 22" WEST PARALLEL TO THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 67.50 FEET; THENCE NORTH 00° 43' 00" WEST, 5.00 FEET TO SAID NORTHERLY LINE; THENCE NORTH 89° 16' 22" EAST ALONG SAID NORTHERLY LINE 67.50 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

PARCEL "B" AS SHOWN ON THE MAP ENTITLED: "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER", RECORDED DECEMBER 14, 1981 IN BOOK 23 OF PARCEL MAPS AT PAGE 1 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL B OF SAID PARCEL MAP, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE SOUTH 00° 43' 00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89° 16' 22" WEST PARALLEL TO THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 67.50 FEET; THENCE NORTH 00° 43' 00" WEST, 5.00 FEET TO SAID NORTHERLY LINE; THENCE NORTH 89° 16' 22" EAST ALONG SAID NORTHERLY LINE OF 67.50 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, VEHICULAR AND PEDESTRIAN TRAFFIC, PARKING, AND FOR PUBLIC UTILITIES AS PROVIDED FOR IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS", RECORDED NOVEMBER 01, 1979 IN BOOK 1979 AS PAGE 94395, INSTRUMENT NO. 56053, SOLANO COUNTY RECORDS.

SAID DECLARATION WAS AMENDED PER FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 11, 1984 AS INSTRUMENT NUMBER 20639, IN BOOK 1984 AT PAGE 40102 AND PER SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MAY 18, 1988, AS INSTRUMENT NUMBER 14752, IN BOOK 1988, PAGE 28571.

APN: 0173-390-140, as to Parcel 1 and 0173-390-150, as to Parcel 2

EXHIBIT 2

USER PARCEL

Real property in the City of Suisun City, County of Solano, State of California, described as follows:

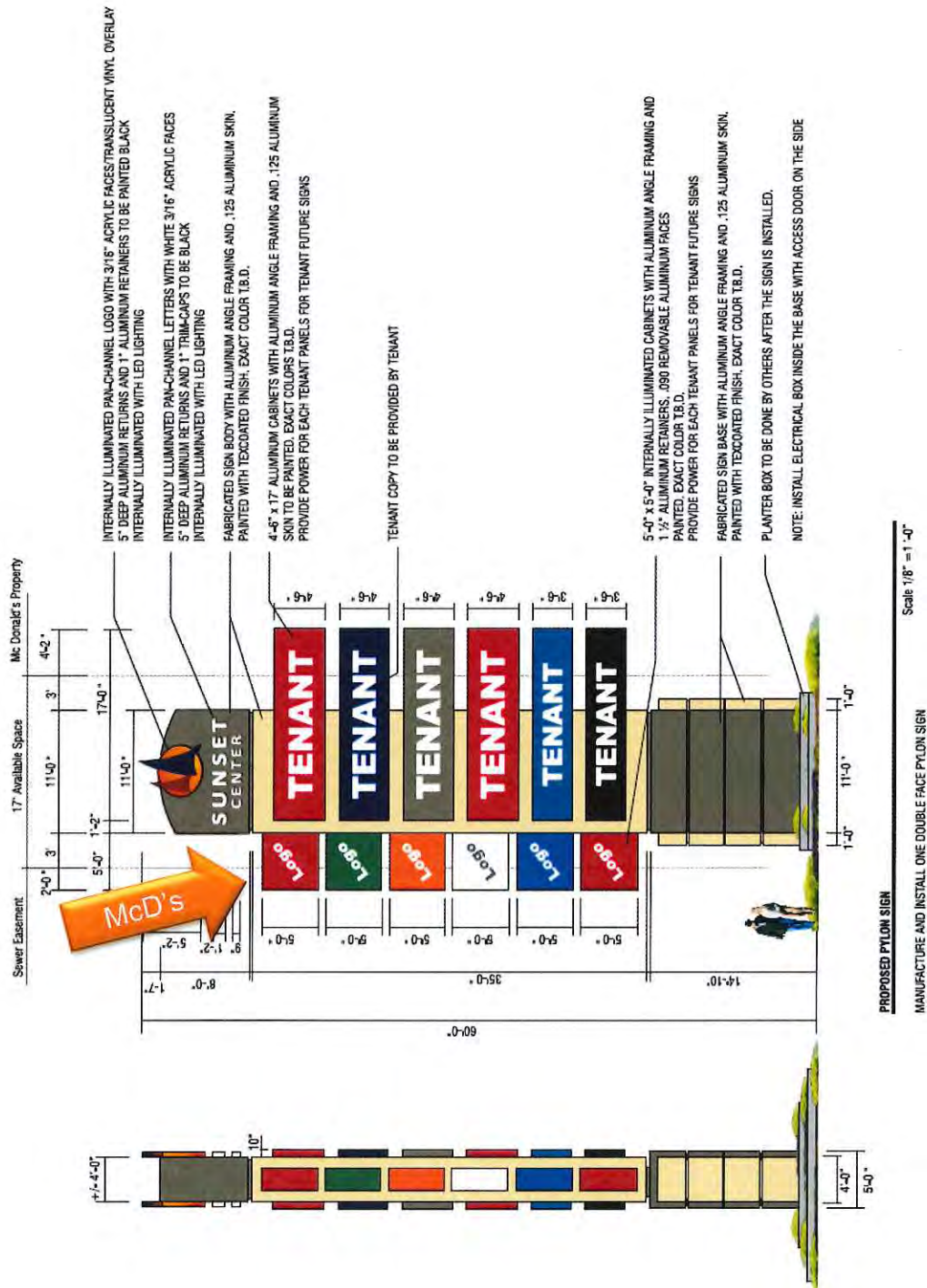
PARCEL ONE:

PARCEL E, AS SHOWN ON TILE MAP ENTITLED "PARCEL MAP 1610-116 FOR SUNSET SHOPPING CENTER", RECORDED DECEMBER 2, 1981, IN BOOK 23 OF PARCEL MAPS, AT PAGE I, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, VEHICULAR AND PEDESTRIAN TRAFFIC, PARKING, AND FOR PUBLIC UTILITIES AS PROVIDED FOR IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS", RECORDED NOVEMBER 1, 1979, IN BOOK 1979, PAGE 94395, INSTRUMENT NO. 56053, SOLANO COUNTY RECORDS.

APN: 0173-390-050



AGENDA TRANSMITTAL

MEETING DATE: November 10, 2015

PLANNING COMMISSION AGENDA ITEM: Discussion and Direction Regarding Title 18 “Zoning” Policies.

BACKGROUND: In the Spring of 2010, the City Council authorized a contract with AECOM to complete both an update of the General Plan as well as an update of Title 18 “Zoning”. The City Council adopted the General Plan in May 2015 which has allowed staff and the consultant to focus on completing the Zoning Ordinance Update. This will allow both the General Plan and Zoning Ordinance to be consistent with each other.

A zoning ordinance consists of two parts: a map (or series of maps) and text. The zoning map shows how the community is divided into different use districts or zones. Zoning districts common to most ordinances include residential, commercial, industrial, and agricultural. The zoning map must show precise boundaries for each district. Consequently, most zoning maps rely on street or property lines as district boundaries.

The zoning text serves two important functions. First, it explains the zoning rules that apply in each zoning district. These rules typically establish a list of land uses permitted in each district plus a series of specific standards governing lot size, building height, and required yard and setback provisions. Second, the text sets forth a series of procedures for administering and applying the zoning ordinance. In most cases, the text is divided according to "sections" (or "articles") for ease of reference. (<http://plannersweb.com/2001/04/zoning-basics/>)

STAFF REPORT: The last comprehensive update of Title 18 “Zoning” was over 30 years ago and there are many cases (including “definitions”) of references back to 1974. Since the last comprehensive update, there have been many changes in terms of land use, changes in state laws, and procedural process changes.

The following three topic matters: Front Yard Landscaping, Signage, and Smoke-Free Environments and “Healthy” Store Policies are specific areas additional direction is needed to complete a draft of the Zoning Ordinance Update. For each area, background and draft policies/recommendations are provided for consideration of the Planning Commission.

Front Yard Landscaping

Currently, staff uses Section 18.44.270 “Parking in Residential Front Yards” to enforce general treatment of front yards relating to the ground surface.

18.44.270 - Parking in residential front yards.

Any portion of any front yard, utilized for parking or storing of any motor vehicle, recreational vehicle, boat, trailer or camper shall be paved with an all-weather surface material, such as

PREPARED BY:

John Kearns, Associate Planner

REVIEWED/APPROVED BY:

Jason Garben, Development Services Director

concrete pavement, decomposed granite, crushed limestone, turfstone, or an equivalent material of sufficient strength to support vehicle weight. Such materials, including all walks, driveways and parking spaces, shall not exceed sixty percent of the area of any residential front yard. The zoning administrator may vary this requirement for lots fronting on the curvilinear portions of cul-de-sacs.

The intent is to prevent the over-paving in front yards. Additionally, the intent of the regulation is aesthetics, as well as functionality, as over-paving could burden the stormwater infrastructure. This issue has most recently resurfaced, as residents have begun responding to Executive Order B-29-15 in which the Governor declared California in a State of Emergency regarding the drought. The Executive Order has placed restrictions on water usage. A typical response has been to replace turf with drought-resistant landscape (permitted) or replace all landscaped areas with pavement (not permitted), eliminating the need for irrigation. Further, when a resident chooses the latter option, often times staff is not alerted to the work until it has been completed and becomes a code enforcement matter. Currently, there is no permit required for this type of work.

Recommendations

- Include design requirements that include both hardscape and landscape and locations for appropriate parking off-street.
- Include a maximum percentage of coverage of paved materials.
- Provide a better definition for “all-weather surface material”.

Signage

Currently, Chapter 18.54 “Signs” incorporates various sections that provide policies relating to design, location, and types of signage. Two primary purposes of the sign code are (1) Promote economically stable and visually attractive districts within the city; and (2) Promote signs that are attractive, pleasing, and harmonized with the physical character of the structure and environment of surrounding properties. The following are recommendations that require direction, including “Exempt Signs with Limitations”, “Prohibited Signs”, and “Illegal Signs (enforcement)”. For each, staff has provided recommendations for consideration.

Recommendations for Exempt Signs with Limitations

- A-Frame, sandwich board, or similar portable signs, subject to the following.
 - Maximum of one sign per tenant space.
 - Maximum sign area of 6 square feet and a maximum height of 3 feet, measured from the ground to the top of the sign structure.
 - A-frame signs are allowed in any front yard, foyer, portico, or other building entry provided they do not interfere with required pedestrian access, ingress, and egress.
 - A-frame signs shall be placed at least five feet behind the face of curb and outside of the City right-of-way. Where there is no sidewalk or curb, A-frame signs shall be located outside of the City right-of-way.

- A-frame signs shall not be placed where they may obstruct vision or create other public safety hazards. A-frame signs shall comply with clearance rules under the Americans with Disabilities Act.
- A-frame signs may be placed in the vision triangle provided they are less than 3 feet in height.
- A-frame signs may not be illuminated.
- A-frame signs shall be removed during all times when the business establishment is closed.
- Window signs that do not exceed 25 percent coverage of any window. Window signs do not count toward cumulative allowable sign area. This limitation is considered industry best practice for natural surveillance that serves to increase the risk of detection for offenders, enable evasive actions by potential victims, and facilitate intervention by police (Crime Prevention Through Environmental Design and Defensible Space). As such, window signs that exceed 25 percent of any window are not allowed.
- Temporary signs displaying noncommercial messages:
 - A maximum of 6 square feet of signage per sign, set back at least 5 feet from the public right-of-way, and not projecting above the roofline of any structure.
 - During the time period beginning 90 days before a special, general, or primary election and ending 3 weeks after such election, the total allowed sign area for noncommercial messages may be 32 square feet in area. The same setback and height restrictions listed above shall apply to this additional area.
 - Such signs shall not be posted on any private utility property or public property, including, but not limited to, streets, traffic signs and poles, sidewalks, parkways, medians, city parks, and trees.
 - Such signs shall not be located within 100 feet of a polling place, in accordance with the California Elections Code.
 - Such signs shall not be posted without prior written approval of the property owner.
 - Such signs shall not be illuminated.
- Temporary Promotional Signs:
 - Banners made of paper, cloth, canvas, lightweight fabric, or other nonrigid material, with or without frames, may be permitted. Such signs must be adequately anchored and composed of materials durable enough to withstand exposure to the elements.

- Display periods for temporary promotional signs shall be limited to a maximum of 90 days per calendar year.
- Temporary promotional signs may be displayed in windows, attached to a building façade, or mounted in a permanent display case.
- A maximum of two signs are allowed with a maximum combined area consistent with the standards in Table below (Temporary Promotional Sign Standards).

Table
Temporary Promotional Sign Standards

Size of Establishment	Maximum Sign Area
Less than 5,000 square feet	40 square feet
Greater than 5,000 square feet	60 square feet

Table Notes:

1. Window signs are not included in the maximum allowable sign area above. Window signs fall under exempt signs with limitations (see Subsection 18.54.040.B).

- Temporary promotional signs may not be illuminated.

Recommendations for Prohibited Signs

- Billboards as defined herein. This does not prohibit relocation agreements as authorized by state law (California Business and Professions Code Section 5412).
- Roof signs or signs placed above the roofline.
- Animated, Flashing, scrolling, digital, or video screen signs except time and temperature signs.
- Revolving signs.
- Signs placed on the public right-of-way or affixed to an element or structure on the public right-of-way, or located on a publicly owned tree, fence, or utility pole or otherwise posted on public property, except where required by a governmental agency.
- Inflatable balloon signs, including, but not limited to, individual balloons, balloon strings, and other inflatable objects made of a flexible material and inflated so as to be lighter than air.
- Signs painted on a fence or freestanding wall.
- Mobile billboards advertising displays traversing or parked on a public right-of-way for the primary purpose of advertising.

- Examine signs attached to light standards (poles), traffic control devices, or utility poles.
- Signs affixed to a structure or property not owned by the person or entity installing the signs, unless authorized by the written consent of the owner of the structure or property. For purposes of this provision, “owner” means any person or entity holding the immediate right of possession and control.
- Off-site signs, except as otherwise permitted by this Chapter.
- Signs that are dilapidated, abandoned, or in disrepair or dangerous condition.
- Window signs that exceed 25 percent of any window.

Recommendations for Illegal Signs (Enforcement)

- **Illegal Signs.** Any sign or advertising statuary which was not lawfully erected or maintained, or was not in conformance with the ordinance in effect at the time of the erection of the sign or advertising statuary, or which was not installed with a valid permit from the City, shall be considered illegal. Illegal signs shall be abated or removed by the property owner or person responsible for installing or maintaining the sign.
 - The duty to abate arises upon notice by the Development Services Director or designee. Such notice shall give such parties a 30-day opportunity to cure by conformance to current law and/or current permit, to abate by removal or other remedial action. If the sign owner or property owner fails to remove or alter the sign to comply with this Chapter within 30 days after such notice, such signs may be removed by the City, with the reasonable cost of abatement chargeable to the sign owner and/or property owner.
 - Such notices may be appealed in the same manner as any other sign-related decision. However, when a sign poses a serious and immediate threat to public health or safety by virtue of its physical condition, without consideration of the message thereon, the threat may be summarily abated by court order, or an emergency abatement should be summarily abated by the City, with the reasonable cost of abatement chargeable to the sign owner and/or property owner.

Smoke-Free Environments and “Healthy” Store Policies

City of Suisun City was awarded a grant (Partners to Improve Community Health) from the Center of Disease Control through Solano County. Specific aims of the grant include increasing the availability and affordability of healthy foods and beverages in a variety of community settings; promoting water consumption in schools; getting corner/convenience store owners to sell fruits and vegetables; limiting the number of tobacco retail outlets and making more parks smoke-free; and establishing clinical referral systems for patients with high blood pressure or diabetes to learn about healthy living. Many of these goals fall outside of the purview of zoning, but a majority have direct or indirect ties to zoning. For example, it may be appropriate to make certain uses “conditionally permitted” or to implement certain standards for certain uses.

Recommendations for Smoke-Free Environments and “Healthy” Store Policies.

- Make fruit stands an allowed use in both residential and non-residential zoning districts subject to location requirements.
- Provide definitions for convenience stores, smoke shops, liquor store, recreational smoking lounge, community garden, and corner market in the Zoning Ordinance.
- Provide a specific ordinance that restricts the concentration of retail establishments selling alcohol and/or tobacco products.
- Establish locational requirements from sensitive uses for alcohol and tobacco retail businesses.

Staff is seeking input from the Planning Commission which will be forwarded to City Council for consideration. The City Council will likely consider these recommendations in December.

Next Steps

Staff will take the recommendations provided by the Planning Commission and forward them to the City Council for discussion in December. Once the City Council provides direction, staff will be able to complete the draft Zoning Ordinance and begin the public review process.

STAFF RECOMMENDATION: Staff recommends that the Planning Commission:

- Receive Staff Presentation; and
- Take any Public Comments; and
- Provide Staff with Discussion, Direction, and Comments.

ATTACHMENTS: