

OVERSIGHT BOARD RESOLUTION NO. 2014-022

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE FORMER SAN MARCOS REDEVELOPMENT AGENCY AMENDING THE LONG RANGE PROPERTY MANAGEMENT PLAN FOR THE REAL PROERTY ASSESTS OF THE FORMER REDEVELOPMENT AGENCY

WHEREAS, On November 1, 2013, the Oversight Board received and approved the Long Range Property Management Plan, in accordance with the requirements stated in HSC 34191.5(c); and

WHEREAS, the Long Range Property Management Plan indicated that the Successor Agency to the former San Marcos Redevelopment Agency wishes to retain several pieces of property for a government purpose; and

WHEREAS, after consultation with the State Department of Finance, the Long Range Property Management Plan needs to be amended to reflect the retained property is intended to be transferred to the City of San Marcos for the government purpose as indicated in the Long Range Property Management Plan.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former San Marcos Redevelopment Agency does hereby resolve as follows:

- A. Directs staff to amend the Long Range Property Management Plan to reflect transfer of ownership to the City; and
- B. The properties listed in the Long Range Property Management Plan, retained for government use as described in HSC 34181(a), were purchased with bond proceeds in accordance with the bond covenants.

PASSED, APPROVED AND ADOPTED by the Oversight Board of the Successor Agency to the former San Marcos Redevelopment Agency at a meeting held on the 4th day of April, 2014, by the following roll call vote:

AYES:	BOARD MEMBERS:	JONES, MALONE, NEWMAN, SIMMONS,
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	GITTINGS, HAMELS, PEREZ



TODD NEWMAN
OVERSIGHT BOARD VICE CHAIR

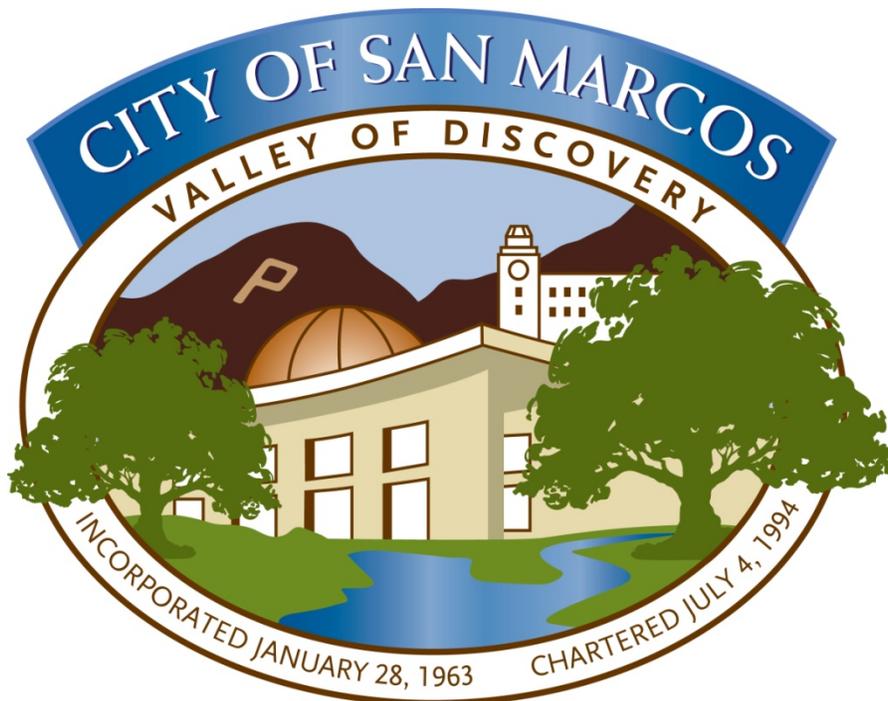
ATTEST:



PHILIP SCOLLICK, CLERK OF THE BOARD

AMENDED LONG RANGE PROPERTY
MANAGEMENT PLAN

SUCCESSOR AGENCY TO THE FORMER
SAN MARCOS REDEVELOPMENT AGENCY



1 Civic Center Drive
San Marcos, CA 92069

Long Range Property Management Plan

Successor Agency to the former San Marcos Redevelopment Agency

Introduction

Governor Brown signed Assembly Bill 1484 (AB 1484) into law on June 27, 2012 that made substantial changes to the redevelopment agency dissolution process implemented under Assembly Bill X1 26 in 2011. As a budget trailer bill, AB 1484 contained several key components of the dissolution process, one of which is the requirement that all successor agencies develop a long-range property management plan. This plan governs the disposition and use of the former redevelopment agency property. This document serves as the Long Range Property Management Plan for the Successor Agency to the former San Marcos Redevelopment Agency (Successor Agency).

Synopsis and Brief History of Properties

There are eight (8) individual or combined properties owned and controlled by the Successor Agency. They include:

1. Via Vera Cruz vacant land. Four parcels, totaling 145,055 square feet consists of vacant and currently unused land acquired to construct necessary roadways and flood plain adjustments consistent with the Creek District Specific Plan. No tenants were using the site at the time of the acquisition. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos, for its intended government use pursuant to subdivision (a) of HSC section 34181.**
2. 684 Barham Drive. This property is a 13,503 square foot lot with an approximately 2,700 square foot steel framed, single story structure. The building consists of non-ADA compliant office/restroom spaces and a warehouse with a deteriorating loading dock. No tenants have leased the site since the acquisition was completed. The building and site currently sits vacant and is partially fenced. Property was acquired for the widening of SR 78 and realignment of the eastbound State Route 78 Woodland Parkway / Barham Drive off-ramp. This property is incorrectly listed as a property held by the San Marcos Redevelopment Agency in the title report. This property was purchased with locally derived impact fees and not with any redevelopment dollars and title should have been in the City of San Marcos. **The Successor Agency recommends title transfer of this property to the City of San Marcos; this property is intended for a government use pursuant to subdivision (a) of HSC section 34181.**
3. 567 Deer Springs. This property is a 1,232,748 square foot, hillside agriculture site with limited flat / developable land and location of a former orchard. No tenants have used the property since the acquisition by the former Redevelopment Agency. Property was purchased for future parkland / expansion of the existing and nearby Walnut Grove Park. **The Successor Agency recommends selling this property.**

4. South Santa Fe Road. This road widening project consists of 7 small parcels on South Santa Fe Road. Each property is listed below:

4a. Right of Way strip off South Santa Fe Road (Parcel 1). A narrow, 2,539 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos, for its intended government use pursuant to subdivision (a) of HSC section 34181.**

4b. Right of Way strip off South Santa Fe Road (Parcel 2). A narrow, 625 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**

4c. Right of Way strip off South Santa Fe Road (Parcel 3). A narrow, 5,610 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**

4d. Right of Way strip off South Santa Fe Road (Parcel 4). A narrow, 3,592 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**

4e. Right of Way strip off South Santa Fe Road (Parcel 5). A narrow, 2,128 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**

4f. Right of Way strip off South Santa Fe Road (Parcel 6). A narrow, 686 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**

- 4g. South Santa Fe Road parcel (217-103-13-00) (Parcel 7). A 2,398 square foot parcel acquired as part of the South Santa Fe Road widening and South Santa Fe Road / Smilax intersection improvements. Property is not developable and has no former or existing tenants. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**
5. 931 Grand Ave. A 43,560 square foot nearly vacant parcel with one billboard structure. At the time of the acquisition, the former automotive repair and used car sales tenant moved out and the buildings were demolished. An existing billboard remains on the premises despite the lease being deemed terminated by the former Redevelopment Agency. A lease termination letter was sent to the billboard tenant on July 19, 2010. Monthly rent checks continue to be sent by the billboard owner and returned by the Successor Agency. Property was acquired for the realignment of the Linda Vista Drive and Grand Avenue intersection. The “leftover” portions of the parcel would not be of sufficient size for private development use. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**
 6. 930 Linda Vista. A 23,087 square foot parcel formerly developed and used as a mini or self-storage facility. At the time of acquisition, all storage spaces were vacant and no existing or new tenants occupied all or a portion of the parcel. The existing improvements were demolished shortly after acquisition. Property was acquired for the realignment of the Linda Vista Drive and Grand Avenue intersection. The “leftover” portions of the parcel would not be of sufficient size for private development use. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**
 7. 939 Grand Avenue. A 12,283 square foot parcel formerly developed and used as the headquarters for the San Marcos Chamber of Commerce. The development consisted of a primary building, a small outbuilding and a small billboard. After acquisition, the tenant, San Marcos Chamber of Commerce, and former owner remained on-site for a period of time before relocating in November of 2010 to their new offices. After the lease terminated, the primary and outbuilding were demolished leaving only the billboard. The billboard’s lease remains in effect and the tenant continues to pay rent to the Successor Agency. The property was acquired for the realignment of the Linda Vista Drive and Grand Avenue intersection. The “leftover” portions of the parcel probably would not be of sufficient size for private development use. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**
 8. Portion of 1200 block of San Marcos Boulevard. Two parcels totaling 133,293 square feet of vacant land within the Creek District Specific Plan. A portion of this site currently serves as a temporary parking lot for the San Marcos Unified School District. The parking lot, which covers a portion of these two parcels and three adjacent parcels owned by the City of San Marcos, is a

generally unimproved lot with minimal infrastructure. The parcels were purchased to construct necessary public improvements, including drainage, public streets and flood control as part of the governing Creek District Specific Plan and subsequent jurisdictional requirements imposed by the federal and state environmental-focused agencies. **The Successor Agency recommends retention and transfer of this property to the City of San Marcos for its intended government use pursuant to subdivision (a) of HSC section 34181.**

These properties are described in detail in the following sections and attachments.

OVERSIGHT BOARD RESOLUTION NO. 2013-018

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE FORMER SAN MARCOS REDEVELOPMENT AGENCY APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN FOR THE REAL PROERTY ASSESTS OF THE FORMER REDEVELOPMENT AGENCY

WHEREAS, the City Council of the City of San Marcos ("City") adopted the Redevelopment Plan for Project Area No. 1 of the San Marcos Redevelopment Agency ("Agency") on or about July 12, 1983, the Redevelopment Plan for Project Area No. 2 on or about July 19, 1985, and the Redevelopment Plan for Project Area No. 3 on or about July 11, 1989, for the purpose of considering and pursuing redevelopment activities in the community pursuant to the Community Redevelopment Law, California Health & Safety Code Sections 33000, et. seq. ("CRL"); and

WHEREAS, pursuant to Assembly Bill X1 26 ("AB X1 26"), as supplemented in the decision of the California Supreme Court entitled *California Redevelopment Association, et al. v. Ana Matosantos, et al*, Supreme Court matter S194861, which decision was issued on December 29, 2011, redevelopment agencies have been dissolved by the State as of February 1, 2012 and no longer exist as public bodies, corporate or politic, Successor Agencies were designated to provide for the payment of enforceable obligations of each redevelopment agency and the administration of the wind-down of each such redevelopment agency; and

WHEREAS, pursuant to Resolution No. 2012-7607, approved and adopted by the City on January 10, 2012, the City elected to serve as the Successor Agency to the Agency following its dissolution; and

WHEREAS, Assembly Bill 1484, further amended the Dissolution Act (AB X1 26) requiring additional dissolution actions by the Successor Agency; and

WHEREAS, pursuant to Health and Safety Code section 34191.4(c), the San Marcos Successor Agency received "Finding of Completion" from the Department of Finance (DOF) on May 1, 2013; and

WHEREAS, under HSC section 34191.5(b), when a "Finding of Completion" is issued to a successor agency, the agency has six months to complete and remit to Department of Finance a long range property management plan for the disposition of real property; and

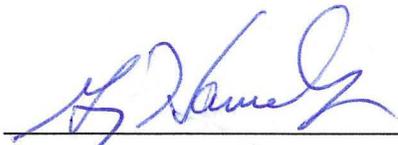
WHEREAS, the Oversight Board has received the Long Range Property Management Plan, as prepared by the SA, which addresses the requirements as HSC 34191.5(c).

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former San Marcos Redevelopment Agency does hereby resolve as follows:

- A. The Long Range Property Management Plan is hereby approved, and
- B. The use of bond proceeds for the purchase of certain of the properties described in the Long Range Property Management Plan; to wit, those to be used for government purposes, the use of bond proceeds gives rise to the requirement to meet bond and indenture covenants; further, given that said properties were acquired by the former RDA with such bond funds for the governmental purpose of road and infrastructure improvements, said properties are to be retained by the Successor Agency to achieve such governmental purpose and ensure compliance with the applicable bond and indenture covenants.
- C. The lease revenue from the 939 Grand Avenue shall be retained by the Successor Agency, as the Successor Agency has maintained such property prior to and following the dissolution of redevelopment and has incurred utility, maintenance and administrative oversight costs associated with the same, and as the lease revenue is de minimis in comparison with the expense and effort that would be required to allocate remaining income, if any, to taxing entities.

PASSED, APPROVED AND ADOPTED by the Oversight Board of the Successor Agency to the former San Marcos Redevelopment Agency at a meeting held on the 1st day of November, 2013, by the following roll call vote:

AYES:	BOARD MEMBERS:	GITTINGS, JONES, MALONE, NEWMAN, SIMMONS, HAMELS
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	PEREZ



GARY HAMELS
OVERSIGHT BOARD CHAIR

ATTEST:


Phillip Scollick, Clerk of the Board



LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

Instructions: Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment_Administration@dof.ca.gov

The subject line should state “[Agency Name] Long-Range Property Management Plan”. The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to Redevelopment_Administration@dof.ca.gov.

Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

GENERAL INFORMATION:

Agency Name: **San Marcos**

Date Finding of Completion Received: May 1, 2013

Date Oversight Board Approved LRPMP: Nov. 1, 2013

Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes No

For each property the plan includes the purpose for which the property was acquired.

Yes No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes No

ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

Please see attached document

Agency Contact Information

Name: Lydia Romero

Name: Laura Rocha

Title: Deputy City Manager

Title: Finance Director

Phone: 760-744-1050 ext. 3114

Phone: 760-744-1050 ext. 3131

Email: lromero@san-marcos.net

Email: lrocha@san-marcos.net

Date: Nov. 1, 2013

Date: Nov. 1, 2013

Department of Finance Local Government Unit Use Only

DETERMINATION ON LRPMP: APPROVED DENIED

APPROVED/DENIED BY: _____ DATE: _____

APPROVAL OR DENIAL LETTER PROVIDED: YES DATE AGENCY NOTIFIED: _____

Form DF-LRPMP (11/15/12)

LONG RANGE PROPERTY
MANAGEMENT PLAN

SUCCESSOR AGENCY TO THE FORMER
SAN MARCOS REDEVELOPMENT AGENCY



1 Civic Center Drive
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Long Range Property Management Plan

Successor Agency to the former San Marcos Redevelopment Agency

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8. Portion of 1200 block of San Marcos Boulevard. Two parcels totaling 133,293 square feet of vacant land within the Creek District Specific Plan. A portion of this site currently serves as a temporary parking lot for the San Marcos Unified School District. The parking lot, which covers a portion of these two parcels and three adjacent parcels owned by the City of San Marcos, is a generally unimproved lot with minimal infrastructure. The parcels were purchased to construct necessary public improvements, including drainage, public streets and flood control as part of the governing Creek District Specific Plan and subsequent jurisdictional requirements imposed by the federal and state environmental-focused agencies. **The Successor Agency recommends**

retention of this property for its intended government use pursuant to subdivision (a) of HSC section 34181.

These properties are described in detail in the following sections and attachments.

History of Development Proposals and Activities

All but one of the properties included in the Successor Agency's inventory were acquired in an effort to improve vehicular and pedestrian circulation throughout the City of San Marcos or for improving flood control measures along the San Marcos and Las Posas Creek channel and floodways.

South Santa Fe Road improvements (APNs 217-102-55, 217-102-57, 217-102-59, 217-102-61, 217-102-63, 217-102-65 and 217-103-13) consist of widening existing two-lane road to a four-lane arterial and realign the intersection with Smilax Road to comply with the current highway design standards. The project is in the design phase. Construction is anticipated in 2014 pending federal funds approval. These are small strips of linear land which will not support any development.

Three properties (consisting of five parcels with APNs 219-152-42, 219-152-44, 219-152-45, 219-152-61 and 219-152-51) located near the intersection of **Grand Avenue and Linda Vista Drive** were acquired for the planned realignment of the Grand Avenue and Linda Vista intersection, which will cut through all or a portion of the five parcels. The realignment is necessary to meet the minimum standard distance between intersections and provide improved level of services. The existing Linda Vista/Grand Avenue intersection is too close to the Grand Avenue/Bent Avenue intersection. The remaining property would be too small (eastern edge) for any private use and would be used for pedestrian pathways and as a landscaped parkway. Portions of the parcels on the western edge of the realignment would also be too small for development without the assemblage of adjacent properties. Two billboard structures remain on these parcels with one billboard's lease terminated by the San Marcos Redevelopment Agency on July 19, 2010. This lease continues to be in dispute between the billboard company and the Successor Agency. The second billboard (located on APN 219-152-51) provides a current monthly income of \$655.77. This is the only revenue generating property owned by the former Redevelopment Agency.

The parcel (APN 220-250-23) located at **684 Barham Drive** was acquired for the purpose of improving and realigning the existing State Route 78 eastbound off ramp for Woodland Parkway and Barham Drive and was purchased in its entirety with locally imposed impact fees. This parcel was incorrectly titled as belonging to the (former) San Marcos Redevelopment agency and should have been listed as property held by the City of San Marcos. The parcel itself consists of an approximately 2,700 square foot steel-framed warehouse with limited office space located adjacent to the parking lot. A larger outdoor yard and loading dock are also located on this parcel. No tenants have occupied the building since the acquisition of the property. There have been a few inquires received by the Successor Agency but no lease has been negotiated due to the limited term and the lack of ADA compliance with both the parking areas and the office portions of the warehouse building. The cost to bring the building into compliance with state and federal accessibility laws is estimated to be substantial. The project is in design phase. Construction is anticipated in 2016 contingent on federal funding availability.

Two sets of non-adjacent properties, consisting of six parcels (4 parcels along **Via Vera Cruz** with APN 221-061-52, 221-061-53, 221-061-54 and 221-061-55; and 2 parcels along San Marcos Boulevard with APNs 221-041-63 and 221-041-64) are were acquired for flood control improvements and construction

of roads. Without these necessary flood control improvements, future private and public development on adjacent and nearby properties would not be possible. All improvements relating to the San Marcos Creek and Las Posas Creek are part of the approved Creek District Specific Plan and required by federal and state regulatory agencies pursuant to the relevant permits. The initial implementation of the Specific Plan (Phase 1) is in design phase. The construction is scheduled for 2015.

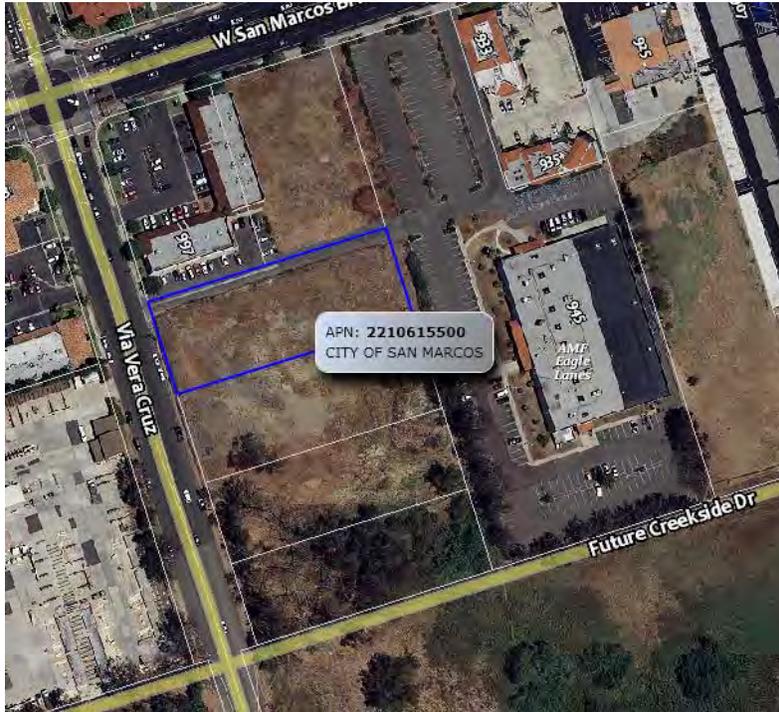
The large, agriculture-use property located at **567 Deer Springs Road** (APN 182-270-11) is situated outside the City of San Marcos' boundaries, was acquired as part of the Walnut Grove Park expansion master plan and would be used solely as parkland. The terrain of and access to the property creates difficulties for any private use other than orchard / grove agriculture. The flat(ter) portions of the parcel are generally occupied by access roads and utility easements with one area containing relatively flat land atop the hilly terrain. A structure did exist at this location but was demolished due to its dilapidated and unsafe condition. 4-inch water service remains on-site and active but electric service was terminated with the demolition of the property.

Inventory.

Section 34191.5(c)(1) of the California Health and Safety Code requires that the Long Range Property Management Plan include an inventory of all properties held in the Community Redevelopment Property Trust Fund. For the Successor Agency, this includes the eight properties referenced in the above sections and are listed separately, as per the governing statute.

Property #1 (a):

Via Vera Cruz (one of 4 adjoining parcels) – 221-061-55



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency on May 24, 2012 using housing bond funds in accordance with the bond covenants. The purchase price (inclusive of all four adjoining parcels) was \$1,027,063.53.

No appraisals have been completed since the acquisition although with the recent transfer date and the general land values for non-improved land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

The property was acquired as part of the assemblage properties necessary for the construction of two new public roads, pedestrian paths and flood control improvements. These improvements are part of the Creek District Specific Plan. The roadway improvements are necessary to complete the infrastructure dictated by the Specific Plan and to spur private development on non-public owned lands within the Specific Plan area.

The two proposed roadways would include Main Street (name not finalized) and Creekside Drive running parallel to San Marcos Boulevard and the San Marcos Creek and connecting other North/South

streets, including Via Vera Cruz. Flood control efforts would raise the property's elevation to above the 100-year water surface elevation and assist in the creation of a levee system along San Marcos Creek.

Parcel data for each property

The property does not have a specific address; however, it is in the 400 block of Via Vera Cruz. The Assessor Parcel Number for this specific parcel is 221-061-55. The lot size is approximately 36,155 sf and measures 0.83 acres. There are no buildings or other improvements on the property. The current zoning is SPA – mixed use and is within the Creek District Specific Plan. Attachment F is the land use and circulation portion for the Creek District Specific Plan.

Estimate of current value

The property, inclusive of four contiguous parcels, was purchased for \$1,027,063.53. This purchase price is NOT the value of this specific parcel as the parcel was purchased with three others as one specific property purchase.

No rental revenue was ever received by the Redevelopment or Successor Agency and the land has and continues to remain vacant and not fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,027,063.53

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site. A Phase 1 Environmental Site Assessment was performed during escrow, which did not reveal any issues of concern.

Potential for transit-oriented development and advancement of planning objectives

Bus transit stops may be constructed along Via Vera Cruz. Main Street and Creek Side Drive Improvements will include diagonal street parking and pedestrian walkway.

History of previous development proposals and activities

This is a vacant property with no known prior history of proposed development.

Property #1 (b):

Via Vera Cruz (one of 4 adjoining parcels) – 221-061-54



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency on May 24, 2012 using housing bond funds in accordance with the bond covenants. The purchase price (inclusive of all four adjoining parcels) was \$1,027,063.53.

No appraisals have been completed since the acquisition although with the recent transfer date and the general land values for non-improved land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

The property was acquired as part of the assemblage properties necessary for the construction of two new public roads, pedestrian paths and flood control improvements. These improvements are part of the Creek District Specific Plan. The roadway improvements are necessary to complete the infrastructure dictated by the Specific Plan and to spur private development on non-public owned lands within the Specific Plan area.

The two proposed roadways would include Main Street (name not finalized) and Creekside Drive running parallel to San Marcos Boulevard and the San Marcos Creek and connecting other North/South

streets, including Via Vera Cruz. Flood control efforts would raise the property's elevation to above the 100-year water surface elevation to assist in the creation of a levee system along San Marcos Creek.

Parcel data for each property

The property does not have a specific address; however, it is in the 400 block of Via Vera Cruz. The Assessor Parcel Number for this specific parcel is 221-061-54. The lot size is approximately 36,155 sf and measures 0.83 acres. There are no buildings or other improvements on the property. The current zoning is SPA – mixed use and is within the Creek District Specific Plan. Attachment F is the land use and circulation portion for the Creek District Specific Plan.

Estimate of current value

The property, inclusive of four contiguous parcels, was purchased for \$1,027,063.53. This purchase price is NOT the value of this specific parcel as the parcel was purchased with three others as one specific property purchase.

No rental revenue was ever received by the Redevelopment or Successor Agency and the land has and continues to remain vacant and not fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,027,063.53.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site. A Phase 1 Environmental Site Assessment was performed during escrow, which did not reveal any issues of concern.

Potential for transit-oriented development and advancement of planning objectives

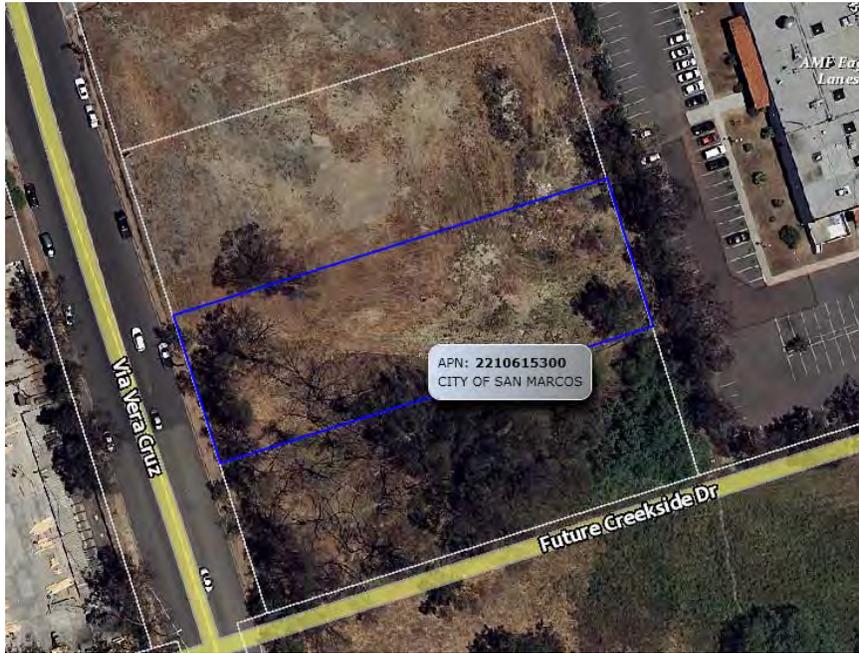
Bus transit stops may be constructed along Via Vera Cruz. Main Street and Creek Side Drive Improvements will include diagonal street parking and pedestrian walkway.

History of previous development proposals and activities

This is a vacant property with no known prior history of proposed development.

Property #1 (c):

Via Vera Cruz (one of 4 adjoining parcels) – 221-061-53



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency on May 24, 2012 using housing bond funds in accordance with the bond covenants. The purchase price (inclusive of all four adjoining parcels) was \$1,027,063.53.

No appraisals have been completed since the acquisition although with the recent transfer date and the general land values for non-improved land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

The property was acquired as part of the assemblage properties necessary for the construction of two new public roads, pedestrian paths and flood control improvements. These improvements are part of the Creek District Specific Plan. The roadway improvements are necessary to complete the infrastructure dictated by the Specific Plan and to spur private development on non-public owned lands within the Specific Plan area.

The proposed two roadways would include Main Street (name not finalized) and Creekside Drive running parallel to San Marcos Boulevard and the San Marcos Creek and connecting other North/South streets, including Via Vera Cruz. Flood control efforts would raise the property’s elevation to above the 100-year flood elevation and assist in the creation of a levee system along San Marcos Creek.

Parcel data for each property

The property does not have a specific address; however, it is in the 400 block of Via Vera Cruz. The Assessor Parcel Number for this specific parcel is 221-061-53. The lot size is approximately 36,155 sf and measures 0.83 acres. There are no buildings or other improvements on the property. The current zoning is SPA – mixed use and is within the Creek District Specific Plan. Attachment F is the land use and circulation portion for the Creek District Specific Plan.

Estimate of current value

The property, inclusive of four contiguous parcels, was purchased for \$1,027,063.53. This purchase price is NOT the value of this specific parcel as the parcel was purchased with three others as one specific property purchase.

No rental revenue was ever received by the Redevelopment or Successor Agency and the land has and continues to remain vacant and not fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,027,063.53.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site. A Phase 1 Environmental Site was performed during escrow, which did not reveal any issues of concern.

Potential for transit-oriented development and advancement of planning objectives

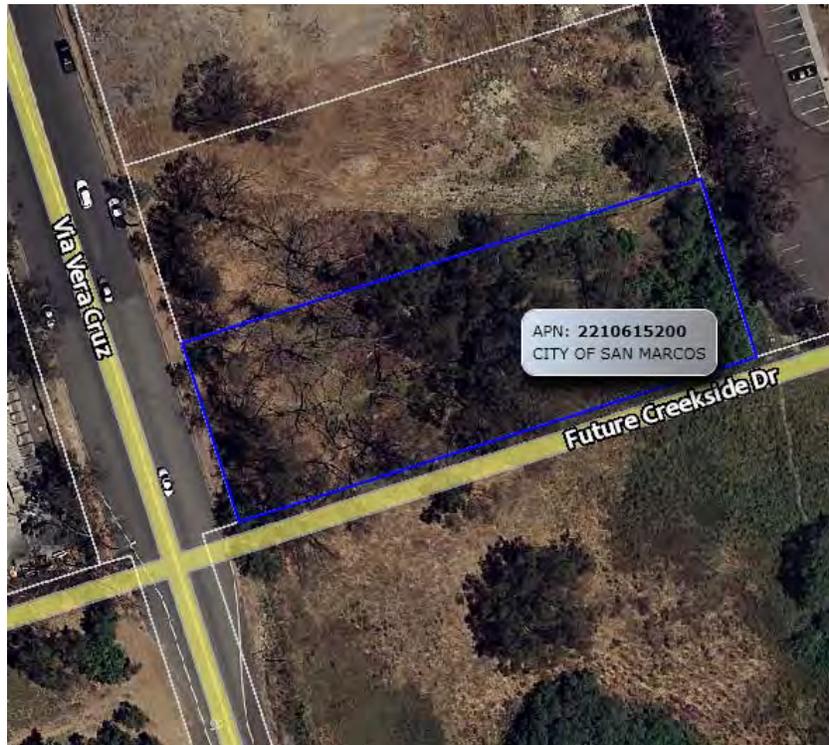
Bus transit stops may be constructed along Via Vera Cruz. Main Street and Creek Side Drive Improvements will include diagonal street parking and pedestrian walkway.

History of previous development proposals and activities

This is a vacant property with no known prior history of proposed development...

Property #1 (d):

Via Vera Cruz (one of 4 adjoining parcels) – 221-061-52



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency on May 24, 2012 using housing bond funds in accordance with the bond covenants. The purchase price (inclusive of all four adjoining parcels) was \$1,027,063.53.

No appraisals have been completed since the acquisition although with the recent transfer date and the general land values for non-improved land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

The property was acquired as part of the assemblage properties necessary for the construction of two new public roads, pedestrian paths and flood control improvements. These improvements are part of the Creek District Specific Plan. The roadway improvements are necessary to complete the infrastructure dictated by the Specific Plan and to spur private development on non-public owned lands within the Specific Plan area.

The two proposed roadways would include Main Street (name not finalized) and Creekside Drive running parallel to San Marcos Boulevard and the San Marcos Creek and connecting other North/South

streets, including Via Vera Cruz. Flood control efforts would raise the property's elevation to above the 100-year flood elevation and assist in the creation of a levy system along San Marcos Creek.

Parcel data for each property

The property does not have a specific address; however, it is in the 400 block of Via Vera Cruz. The Assessor Parcel Number for this specific parcel is 221-061-52. The lot size is approximately 36,590 sf and measures 0.84 acres. There are no buildings or other improvements on the property. The current zoning is SPA – mixed use and is within the Creek District Specific Plan. Attachment F is the land use and circulation portion for the Creek District Specific Plan.

Estimate of current value

The property, inclusive of four contiguous parcels, was purchased for \$1,027,063.53. This purchase price is NOT the value of this specific parcel as the parcel was purchased with three others as one specific property purchase.

No rental revenue was ever received by the Redevelopment or Successor Agency and the land has and continues to remain vacant and not fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,027,063.53.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site. [A phase one environmental review was performed during escrow, which did not reveal any issues of concern.

Potential for transit-oriented development and advancement of planning objectives

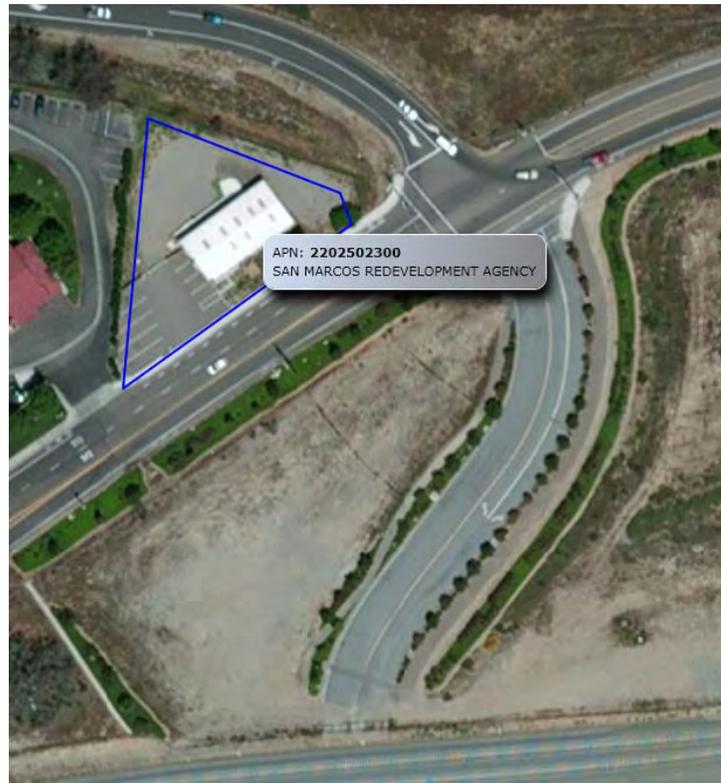
Bus Stops may be constructed along Via Vera Cruz. Main Street and Creek Side Drive Improvements will include diagonal street parking and pedestrian walkway.

History of previous development proposals and activities

This is a vacant property with no known prior history of development proposals.

Property #2:

684 Barham – 220-250-23



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the City of San Marcos in March 2010 using locally levied impact fees. The purchase price was \$809,719. This property was wrongly entitled to the San Marcos Redevelopment Agency.

No appraisals have been completed since the acquisition although with the current trends in property values in the area, it is reasonable to expect the price would not have changed from the acquisition price. While there is a building (warehouse with offices) on the property, it is not compliant with state and federal accessibility laws and would require significant investment to bring the building up to current requirements. This factor would negate all, if any, of a property value increase.

Purpose for which the property was acquired

684 Barham Drive was acquired for the purpose of widening SR 78 and realigning the existing State Route 78 East Bound off ramp to Barham Drive and Woodland Parkway. The remnant will be used for

the implementation of water quality treatment and hydro-modification as required by the Regional Water Quality Control Board. (Attachment I - Engineering design)

Parcel data for each property

The property's address is 684 East Barham Drive in San Marcos (zip code 92078). The Assessor Parcel Number for this specific parcel is 220-250-23. The lot size is approximately 13,503 sf and measures 0.31 acres. There is one building measuring approximately 2,700 square feet and is of a steel-framed, metal-sided warehouse with limited office space. The current zoning is light industrial.

The parcel itself includes an approximately 2,700 square foot steel-framed warehouse with limited office space located adjacent to the parking lot. A larger outdoor yard and loading dock are also located on this parcel.

Estimate of current value

The property was purchased for \$809,719 with locally collected impact fees. No rental revenue was ever received by the Redevelopment or Successor Agency and the land has and continues to remain vacant and not fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$809,719.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

Bus stops may be constructed on Barham Drive. Sidewalk and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #3:

567 Deer Springs – 182-270-11



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in February 2010 using bond proceeds in accordance with the bond covenants. The purchase price was \$1,207,075.

No appraisals have been completed since the acquisition. The property has changed with the demolition of the only structure on the property, which would negatively affect the present day property value. With the current trends in property values in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

567 Deer Springs Road was acquired as part of the planned expansion of the nearby Walnut Grove Park. The intent of the purchase was for this property to be solely as parkland and to benefit the community. Regional use of the expanded park, once completed, is possible and likely.

Parcel data for each property

The property is located off of Marilyn Lane although it has a metered address of 567 Deer Springs Road. The property is located within an unincorporated area of San Diego County. The Assessor Parcel Number

for this specific parcel is 182-270-11. The lot size is approximately 1,232,748 square feet and measures 28.30 acres. There are no current buildings on the property. The previous building, a 912 square foot home that was built in 1941, was demolished in 2010. This property is located outside city limits, however it is within the sphere of influence; the city's current zoning is agricultural-residential. The County has this land zoned as limited agriculture.

Estimate of current value

No appraisals have been completed since the acquisition. The property has changed with the demolition of the only structure on the property, which would negatively affect the present day property value. Additionally, the terrain of and access to this property reduces future private development possibilities. With the current trends in property values in the area, it is reasonable to expect the price would not have changed from the acquisition price of \$1,207,075.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

None

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4 (a):

South Santa Fe Avenue (Right of Way Strip) – 217-102-55



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue heading west towards Vista, California, our neighboring city. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2700 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-102-55. The lot size is approximately 2,539 square feet and measures 0.06 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is consider right of way, however the adjacent property is zoned light industrial.

Estimate of current value

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site. [

Potential for transit-oriented development and advancement of planning objectives

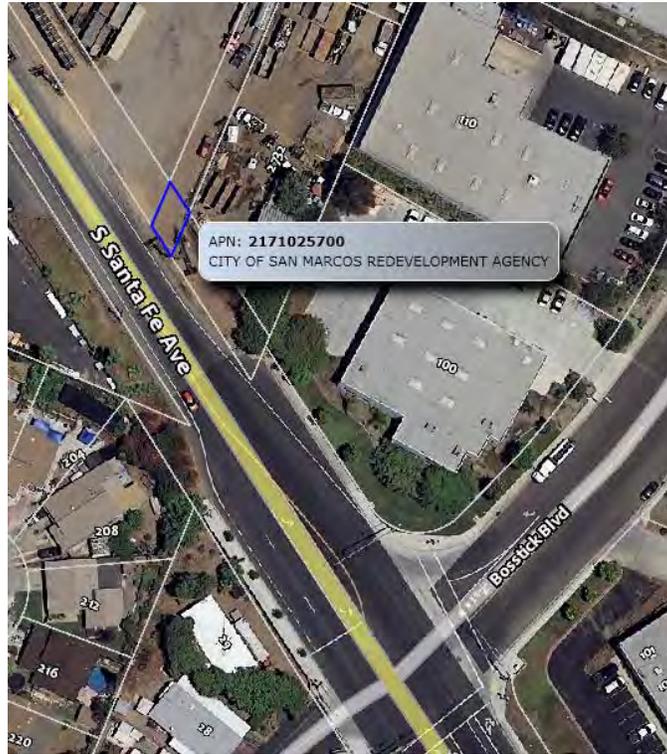
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4(b):

South Santa Fe Avenue (Right of Way Strip) – 217-102-57



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue heading west towards Vista, California, our neighboring city. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2700 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-102-57. The lot size is approximately 625 square feet and measures 0.01 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is consider right of way, however the adjacent property is zoned light industrial.

Estimate of current value

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

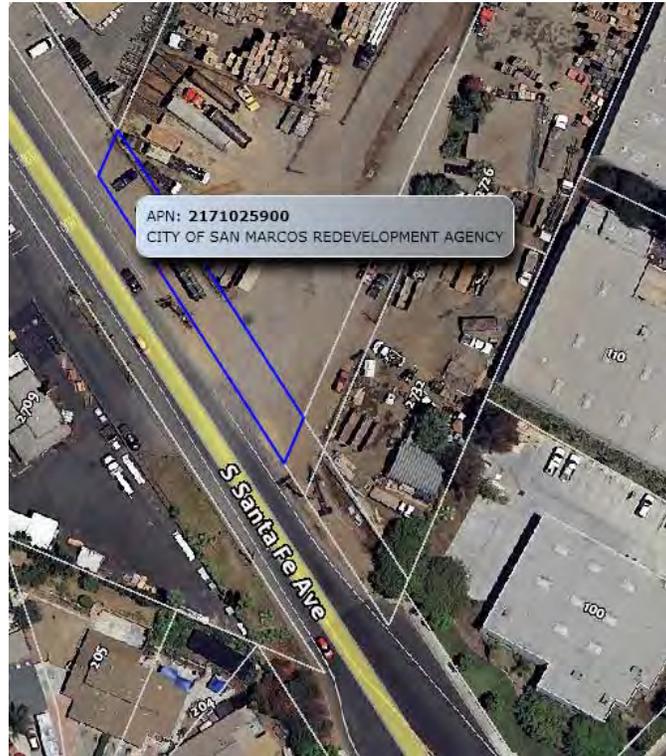
Transit bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4(c):

South Santa Fe Avenue (Right of Way Strip) – 217-102-59



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue heading west towards Vista, California, our neighboring city. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2700 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-102-59. The lot size is approximately 5,610 square feet and measures 0.13 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is consider right of way, however the adjacent property is zoned light industrial.

Estimate of current value

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4(d):

South Santa Fe Avenue (Right of Way Strip) – 217-102-61



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue heading west towards Vista, California, our neighboring city. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2600 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-102-61. The lot size is approximately 3,592 square feet and measures 0.08 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is consider right of way, however the adjacent property is zoned light industrial.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

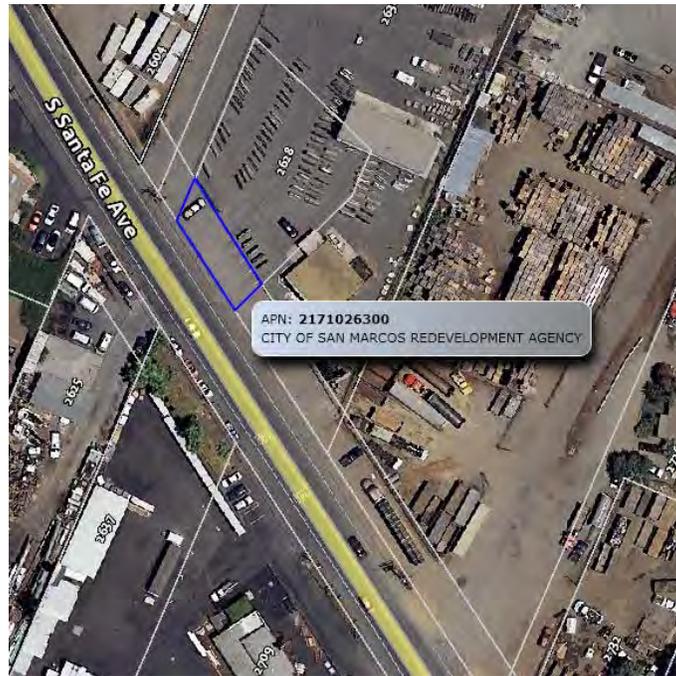
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4(e):

South Santa Fe Avenue (Right of Way Strip) – 217-102-63



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue heading west towards Vista, California, our neighboring city. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2600 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-102-63. The lot size is approximately

2,128 square feet and measures 0.05 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is considered right of way, however the adjacent property is zoned light industrial.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4(f):

South Santa Fe Avenue (Right of Way Strip) – 217-102-65



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue heading west towards Vista, California, our neighboring city. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2600 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-102-65. The lot size is approximately 686 square feet and measures 0.02 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is consider right of way, however the adjacent property is zoned light industrial.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

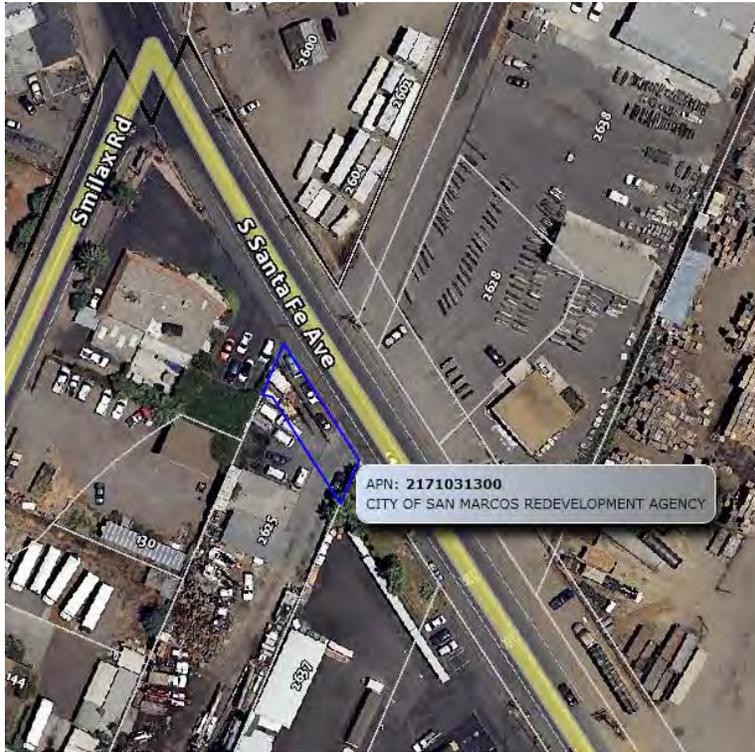
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #4(g):

South Santa Fe Avenue (Right of Way Strip) – 217-103-13



Date of Acquisition and value at purchase, and an estimate of current value

This property is one of seven small linear sections of land that was purchased by the San Marcos Redevelopment Agency in April, June and July of 2010 using bond proceeds in accordance with the bond covenants. The total purchase price for all seven sections was \$600,355.55.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. With size and location of this parcel, it is unlikely its current value would equal or exceed the acquisition price.

Purpose for which the property was acquired

As demonstrated on the aerial photo above, this property is to be used to widen South Santa Fe Avenue. The parcel represents the necessary right of way needed to widen the existing two-lane road to a four-lane secondary arterial consistent with the City's Circulation Element.

Parcel data for each property

The property does not have a specific address; however, it is in the 2600 block of South Santa Fe Avenue. The Assessor Parcel Number for this specific parcel is 217-103-13. The lot size is approximately 2,398 square feet and measures 0.06 acres. There are no buildings or other improvements on the property. Since this property was acquired for the purposes of widening an arterial roadway, it is consider right of way, however the adjacent property is zoned light industrial.

No appraisals have been completed since the acquisition. The property is not large enough for the construction of any buildings and is to be used to widen South Santa Fe Avenue. Since this was purchased with several other properties there is no current estimate of value, however with size, location of this parcel and lack of developable land, it is unlikely its current value would equal or exceed the acquisition price.

Estimate of lease, rental, or other revenues

There have been no previous or current leases on this property since the acquisition of the parcel. No other revenues have been received on this property.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

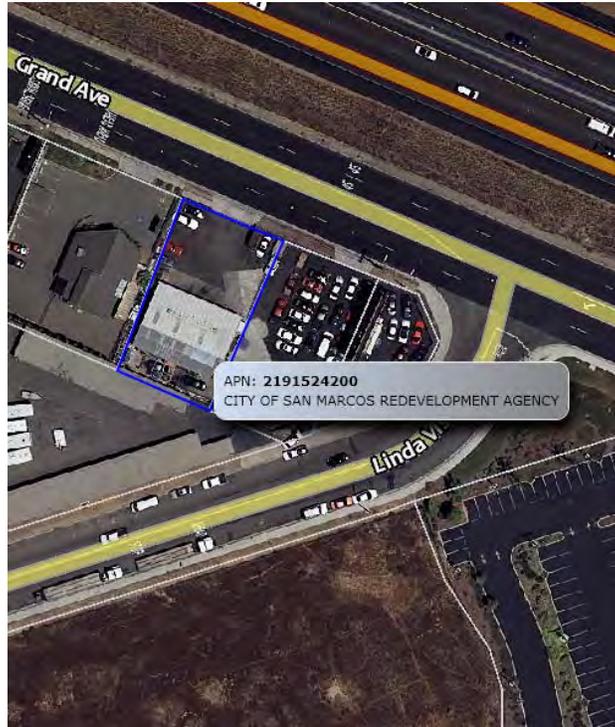
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #5a:

931 Grand Avenue (One of Three Parcels) – 219-152-42



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in May 2010 using bond proceeds in accordance with the bond covenants. The purchase price (inclusive of all three adjoining parcels) was \$1,087,775.63.

No appraisals have been completed since the acquisition although with the recent trends of general land values for non-improved (building was demolished) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

This property (and the adjacent parcels under one purchase agreement) was acquired for the necessary realignment and general improvement of the Grand Avenue and Linda Vista Drive intersection. The purposed improvements will bring this intersection into current intersection safety standards by meeting the minimum intersection spacing; and incorporating water quality treatment, turning lanes, and ADA improvements. (Attachment J – engineering design)

Parcel data for each property

The property, including parcels 219-152-44 and 219-152-45, is located at 931 Grand Avenue in San Marcos (zip code 92078). The Assessor Parcel Number for this specific parcel is 219-152-42. The parcel size is approximately 26,136 and measures 0.60 acres. There are no existing buildings on this specific parcel. The current zoning is commercial.

Estimate of current value

The property, inclusive of all three contiguous parcels, was purchased for \$1,087,775.63. This purchase price is NOT the value of this specific parcel as the parcel was purchased with two others as one specific property purchase.

The parcel is currently vacant (a billboard is on the property as a whole but is included in parcel 219-152-44) and will remain vacant and fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,087,775.63.

Estimate of lease, rental, or other revenues

This specific parcel does not have any leases or sources of revenue.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

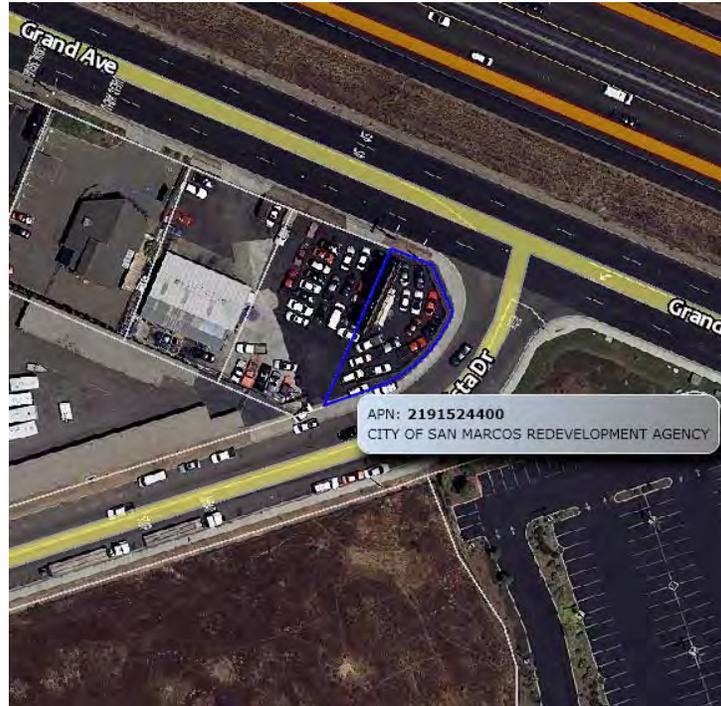
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #5b:

931 Grand Avenue (One of Three Parcels) – 219-152-44



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in May 2010 using bond proceeds in accordance with the bond covenants. The purchase price (inclusive of all three adjoining parcels) was \$1,087,775.63.

No appraisals have been completed since the acquisition although with the recent trends of general land values for generally non-improved (billboard remains on this parcel) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

This property (and the adjacent parcels under one purchase agreement) was acquired for the necessary realignment and general improvement of the Grand Avenue and Linda Vista Drive intersection. The purposed improvements will bring this intersection into current intersection safety standards by meeting the minimum intersection spacing; and incorporating water quality treatment, turning lanes, and ADA improvements. (Attachment J – engineering design)

Parcel data for each property

The property, including parcels 219-152-42 and 219-152-45, is located at 931 Grand Avenue in San Marcos (zip code 92078). The Assessor Parcel Number for this specific parcel is 219-152-44. The parcel size is approximately 4,200 and measures 0.10 acres. A billboard remains on site, although a lease termination notice was issued in July 2010. The billboard remains in dispute. There are no other existing buildings on this specific parcel. The current zoning is commercial.

Estimate of current value

The property, inclusive of all three contiguous parcels, was purchased for \$1,087,775.63. This purchase price is NOT the value of this specific parcel as the parcel was purchased with two others as one specific property purchase.

The parcel is contains a billboard (in dispute) but remains otherwise vacant and fenced. (See attachment H) No additional appraisals have taken place and it would be estimated that the value of the land (all three parcels) remains at its purchase price of \$1,087,775.63.

Estimate of lease, rental, or other revenues

A billboard lease existed on the property at the time of acquisition, although the San Marcos Redevelopment Agency provided a lease termination notice, dated July 19, 2010, and has refused attempts by the former billboard tenant to pay rent. Each month, the rent checks are returned to the tenant. No other revenue sources or lease / rental sources exist on this parcel.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

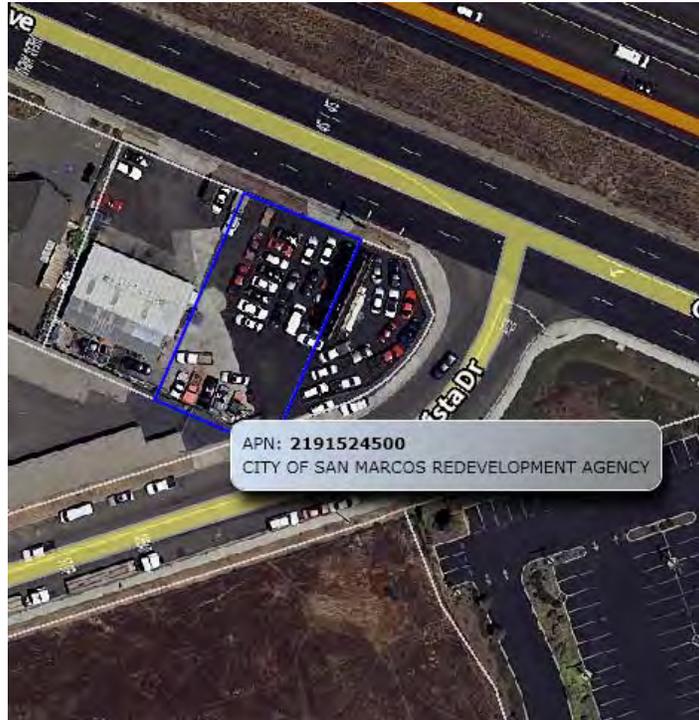
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

The billboard lease was terminated by notice sent from the San Marcos Redevelopment Agency on July 19, 2010.

Property #5c:

931 Grand Avenue (One of Three Parcels) – 219-152-45



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in May 2010 using bond proceeds in accordance with the bond covenants. The purchase price (inclusive of all three adjoining parcels) was \$1,087,775.63.

No appraisals have been completed since the acquisition although with the recent trends of general land values for non-improved (building was demolished) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

This property (and the adjacent parcels under one purchase agreement) was acquired for the necessary realignment and general improvement of the Grand Avenue and Linda Vista Drive intersection. The purposed improvements will bring this intersection into current intersection safety standards by meeting the minimum intersection spacing; and incorporating water quality treatment, turning lanes, and ADA improvements. (Attachment J – engineering design)

Parcel data for each property

The property, including parcels 219-152-42 and 219-152-44, is located at 931 Grand Avenue in San Marcos (zip code 92078). The Assessor Parcel Number for this specific parcel is 219-152-45. The parcel size is approximately 8,712 and measures 0.20 acres. There are no existing buildings on this specific parcel. The current zoning is commercial.

Estimate of current value

The property, inclusive of all three contiguous parcels, was purchased for \$1,087,775.63. This purchase price is NOT the value of this specific parcel as the parcel was purchased with two others as one specific property purchase.

The parcel is currently vacant (a billboard is on the property as a whole but is included in parcel 219-152-44) and will remain vacant and fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,087,775.63.

Estimate of lease, rental, or other revenues

This specific parcel does not have any leases or sources of revenue.

History of environmental contamination or remediation efforts

There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

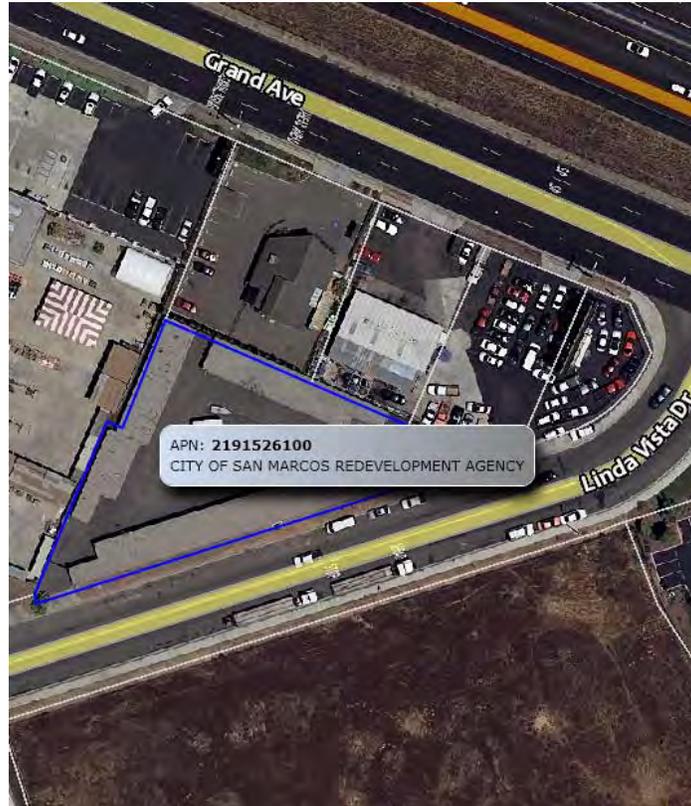
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

No previous development proposals or activities have taken place on this property.

Property #6

930 Linda Vista Drive – 219-152-61



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in May 2010 using bond proceeds in accordance with the bond covenants. The purchase price was \$856,086.21.

No appraisals have been completed since the acquisition although with the recent trends of general land values for non-improved (buildings were demolished) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

This property (and the adjacent parcels under one purchase agreement) was acquired for the necessary realignment and general improvement of the Grand Avenue and Linda Vista Drive intersection. The purposed improvements will bring this intersection into current intersection safety standards by meeting the minimum intersection spacing; and incorporating water quality treatment, turning lanes, and ADA improvements. (Attachment J – engineering design)

Parcel data for each property

The property's address is 930 Linda Vista Drive in San Marcos (zip code 92078). The Assessor Parcel Number for this specific parcel is 219-152-61. The lot size is approximately 23,087 and measures 0.53 acres. There are no existing buildings remaining on this site. The warehouse buildings were demolished in approximately 2011. The current zoning is commercial.

Estimate of current value

The property was purchased for \$856,086.21. No rental revenue was ever received by the Redevelopment or Successor Agency and the land has and continues to remain vacant and fenced. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$856,086.21.

Estimate of lease, rental, or other revenues

This specific parcel is vacant. It does not have any leases or sources of revenue.

History of environmental contamination or remediation efforts

The Phase 1 Environmental Site Assessment was completed at the time of escrow. There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

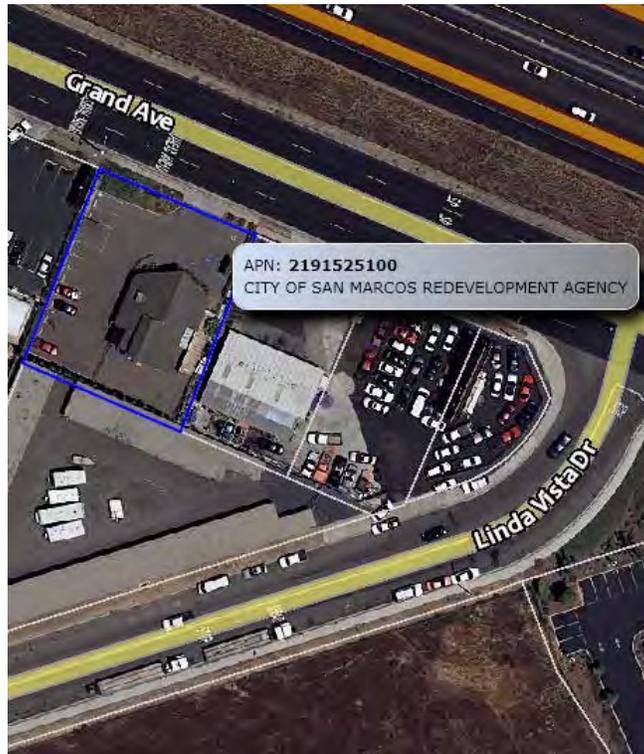
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

There is no known proposed development since acquisition of the property.

Property #7

939 Grand Avenue – 219-152-51



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in September 2009 using bond proceeds in accordance with the bond covenants. The purchase price was \$746,284.21.

No appraisals have been completed since the acquisition although with the recent trends of general land values for generally non-improved (buildings were demolished, billboard remains) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

This property (and the adjacent parcels under one purchase agreement) was acquired for the necessary realignment and general improvement of the Grand Avenue and Linda Vista Drive intersection. The purposed improvements will bring this intersection into current intersection safety standards by meeting the minimum intersection spacing; and incorporating water quality treatment, turning lanes, and ADA improvements. (Attachment J – engineering design)

Parcel data for each property

The property's address is 939 Grand Avenue in San Marcos (zip code 92078). The Assessor Parcel Number for this specific parcel is 219-152-51. The lot size is approximately 12,283 and measures 0.28 acres. There are no existing buildings remaining on this site other than one billboard structure. The current zoning is commercial.

Estimate of current value

The property was purchased for \$746,284.21. The main building and outbuilding were demolished and currently sits vacant. A billboard structure is located on the property, lease revenues continue to be received by the Successor Agency at the current monthly rent of \$655.77. These funds are used to maintain the property. (Attachment D)

No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$746,284.21.

Estimate of lease, rental, or other revenues

The San Marcos Chamber of Commerce occupied / leased the main and out building on the property from the date of acquisition (they were the previous owner) until they vacated the space as of November 30, 2010. Their monthly rent payment was \$1,365.75. The building was demolished in approximately 2011.

CBS Outdoor (also referred to as Viacom) continues to operate and rent the existing billboard on the property for a current monthly rent of \$655.77. Their lease extends until December 31, 2015 and escalates each year based on San Diego CPI data.

History of environmental contamination or remediation efforts

The Phase 1 Environmental Site Assessment was completed at the time of escrow. There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

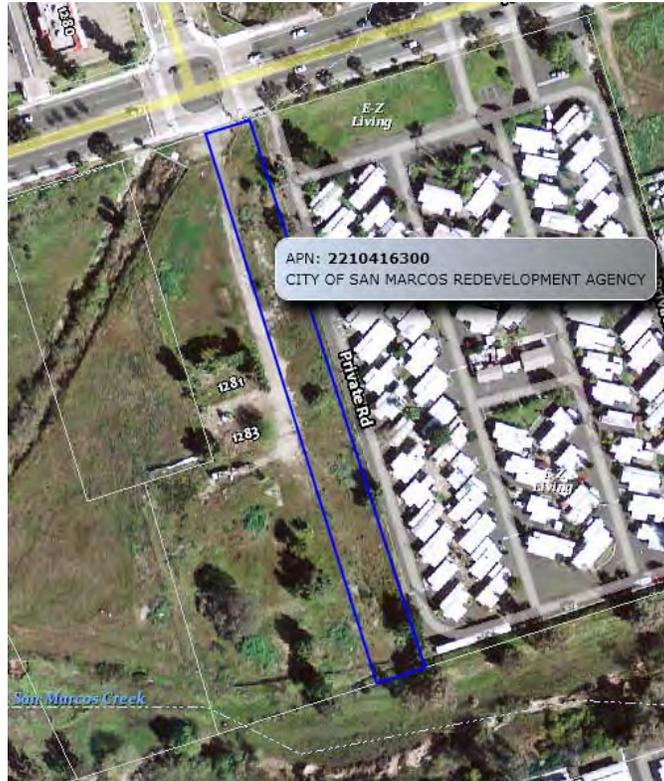
Bus-stops may be constructed upon request from the Transit District. Sidewalks and ADA improvements will be provided.

History of previous development proposals and activities

There is no known proposed development since the time of acquisition.

Property #8a:

West San Marcos Blvd Parcels (One of Two Parcels) – 221-041-63



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in January 2010 using bond proceeds in accordance with the bond covenants. The purchase price (inclusive of one adjoining parcels) was \$1,914,477.95.

No appraisals have been completed since the acquisition although with the recent trends of general land values for non-improved (buildings were demolished) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

The property was acquired as part of the assemblage properties necessary for the construction of new public roads, pedestrian paths and flood control improvements. These improvements are part of the Creek District Specific Plan. The roadway improvements are necessary to complete the infrastructure dictated by the Specific Plan and to spur private development on non-public owned lands within the Specific Plan area.

The roadways would include Main Street (name not finalized) other existing and new roadway improvements / widening through the approved Creek District Specific Plan. Flood control efforts would raise the property's elevation to above the 100-year flood to assist in the creation of a levee system along San Marcos Creek.

Parcel data for each property

The property does not have a specific address; however, it is in the 1200 block of West San Marcos Boulevard. The Assessor Parcel Number for this specific parcel is 221-041-63. The lot size is approximately 42,689 and measures 0.98 acres. There are no buildings but is currently used (along with one other Successor Agency property and three City of San Marcos parcels) as a temporary parking lot by the San Marcos Unified School District. The current zoning is mixed use and is within the Creek District Specific Plan. (Attachment F)

Estimate of current value

The property, inclusive of one other contiguous parcels, was purchased for \$1,914,477.95. This purchase price is NOT the value of this specific parcel as the parcel was purchased with one other as one specific property purchase.

At the time of acquisition, no rental income was received, however, as part of a joint lease between the City of San Marcos (for three parcels) and the San Marcos Redevelopment Agency (for two parcels) agreed to lease the property to the San Marcos Unified School District for use as a temporary parking lot. Temporary parking-related improvements have been made by the School District to the site. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,914,477.95.

Estimate of lease, rental, or other revenues

San Marcos Unified School District entered into a lease agreement with both the City of San Marcos (owner of three parcels) and the San Marcos Redevelopment Agency (owner of this and one adjoining parcel) for the establishment of a temporary parking lot during construction of the nearby San Marcos High School. The lease was signed August 11, 2011 and established a base rent of \$10,110 per month plus annual escalations until the end of the lease term or the construction of the San Marcos High School is completed. Their current lease rate (July 2013) is \$10,416.68 and is scheduled to increase to \$10,625.01 on August 1, 2013. (Attachment E)

History of environmental contamination or remediation efforts

A Phase 1 Environmental Site Assessment was completed at escrow. There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

Bus-stops may be constructed upon request from the Transit District. Sidewalks, pedestrian promenade, and ADA improvements will be provided.

History of previous development proposals and activities

The site is vacant. There is no known proposed development.

Property #8b:

West San Marcos Blvd Parcels (One of Two Parcels) – 221-041-64



Date of Acquisition and value at purchase, and an estimate of current value

This property was purchased by the San Marcos Redevelopment Agency in January 2010 using bond proceeds in accordance with the bond covenants. The purchase price (inclusive of one adjoining parcels) was \$1,914,477.95.

No appraisals have been completed since the acquisition although with the recent trends of general land values for non-improved (buildings were demolished) land in the area, it is reasonable to expect the price would not have changed from the acquisition price.

Purpose for which the property was acquired

The property was acquired as part of the assemblage properties necessary for the construction of new public roads, pedestrian paths and flood control improvements, environmental mitigation, and water quality improvements. These improvements are part of the Creek District Specific Plan. The roadway improvements are necessary to complete the infrastructure dictated by the Specific Plan and to spur private development on non-public owned lands within the Specific Plan area.

The roadways would include Main Street (name not finalized) other existing and new roadway improvements / widening through the approved Creek District Specific Plan. Flood control efforts would raise the property's elevation to above the 100-year flood and assist in the creation of a levee system along San Marcos Creek; and realign the existing Las Posas Branch north of the property to improve flow in the channel. (Attachment F)

Parcel data for each property

The property does not have a specific address; however, it is in the 1200 block of West San Marcos Boulevard. The Assessor Parcel Number for this specific parcel is 221-041-64. The lot size is approximately 90,605 and measures 2.08 acres. There are no buildings but is currently used (along with one other Successor Agency property and three City of San Marcos parcels) as a temporary parking lot by the San Marcos Unified School District. The current zoning is mixed use and is within the Creek District Specific Plan.

Estimate of current value

The property, inclusive of one other contiguous parcels, was purchased for \$1,914,477.95. This purchase price is NOT the value of this specific parcel as the parcel was purchased with one other as one specific property purchase.

At the time of acquisition, no rental income was received, however, as part of a joint lease between the City of San Marcos (for three parcels) and the San Marcos Redevelopment Agency (for two parcels) agreed to lease the property to the San Marcos Unified School District for use as a temporary parking lot. Temporary parking-related improvements have been made by the School District to the site. No additional appraisals have taken place and it would be estimated that the value of the land remains at its purchase price of \$1,914,477.95.

Estimate of lease, rental, or other revenues

San Marcos Unified School District entered into a lease agreement with both the City of San Marcos (owner of three parcels) and the San Marcos Redevelopment Agency (owner of this and one adjoining parcel) for the establishment of a temporary parking lot during construction of the nearby San Marcos High School. The lease was signed August 11, 2011 and established a base rent of \$10,110 per month plus annual escalations until the end of the lease term or the construction of the San Marcos High School is completed. Their current lease rate (July 2013) is \$10,416.68 and is scheduled to increase to \$10,625.01 on August 1, 2013. (Attachment E)

History of environmental contamination or remediation efforts

A Phase 1 Environmental Site Assessment was completed at escrow. There is no known history of environmental contamination on this site.

Potential for transit-oriented development and advancement of planning objectives

Bus-stops may be constructed upon request from the Transit District. Sidewalks, pedestrian promenade, and ADA improvements will be provided.

History of previous development proposals and activities

The site is vacant. There is no known proposed development.

Use or Disposition of Properties.

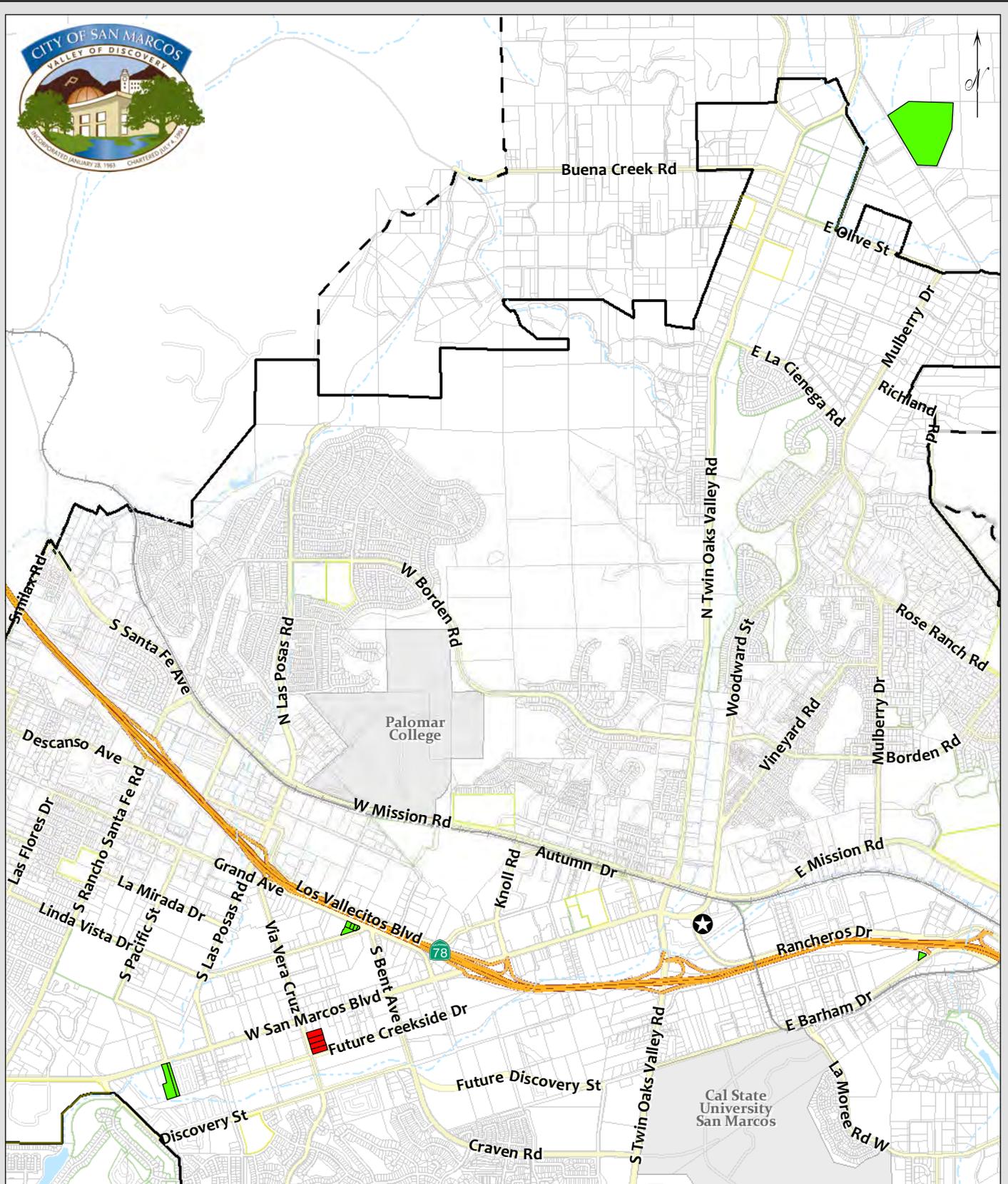
Section 34191.5(c)(2) of the Health and Safety Code requires the Successor Agencies address the use or disposition of all properties in the Community Development Trust Fund. The properties can be retained for governmental use, retained for future development, sold, or used to fulfill an enforceable obligation.

The Successor Agency desires to retain all properties except for property #3 for government use as they are part of either planned, necessary, or required street or flood control improvements. Property #3 is recommended to be sold at market rate and the funds achieved from this sale distributed among applicable taxing entities. Property #3 does represent the largest, in terms of lot size, property current held by the Successor Agency, although its sale value will be limited due to its limited access, terrain, and lack of any existing structures.

Attached are the following documents:

- Attachment A (GIS map showing Successor Agency properties)
- Attachment B (Metrosan printouts of each parcel's data)
- Attachment C (Former Redevelopment 5 year plan)
- Attachment D (Lease for CBS Outdoor: Property #13)
- Attachment E (Lease for San Marcos Unified School District: Property #14 a & #14 b)
- Attachment F (Creek District Specific Plan – Land Use section and Circulation section: Property 1a; 1b; 1c & 1d)
- Attachment G (Property purchase documents)
- Attachment H (Lease termination information)
- Attachment I (Woodland Parkway engineering design)
- Attachment J (Linda Vista re-alignment engineering design)

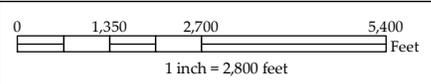
Attachment A
(Map of Properties)



X:\Projects\Redevelopment\Maps\PropertiesOwnedByRDA.20131017.LetterSize.mxd 10/17/2013 11:46:03 AM

Every effort has been made to assure the accuracy of the maps and data provided; however, some information may not be accurate or current. The City of San Marcos assumes no responsibility arising from use of this information and incorporates by reference its disclaimer regarding the lack of any warranties, whether expressed or implied, concerning the use of the same. For additional information see the Disclaimer on the City's website.

Properties Owned by the City of San Marcos Redevelopment Agency



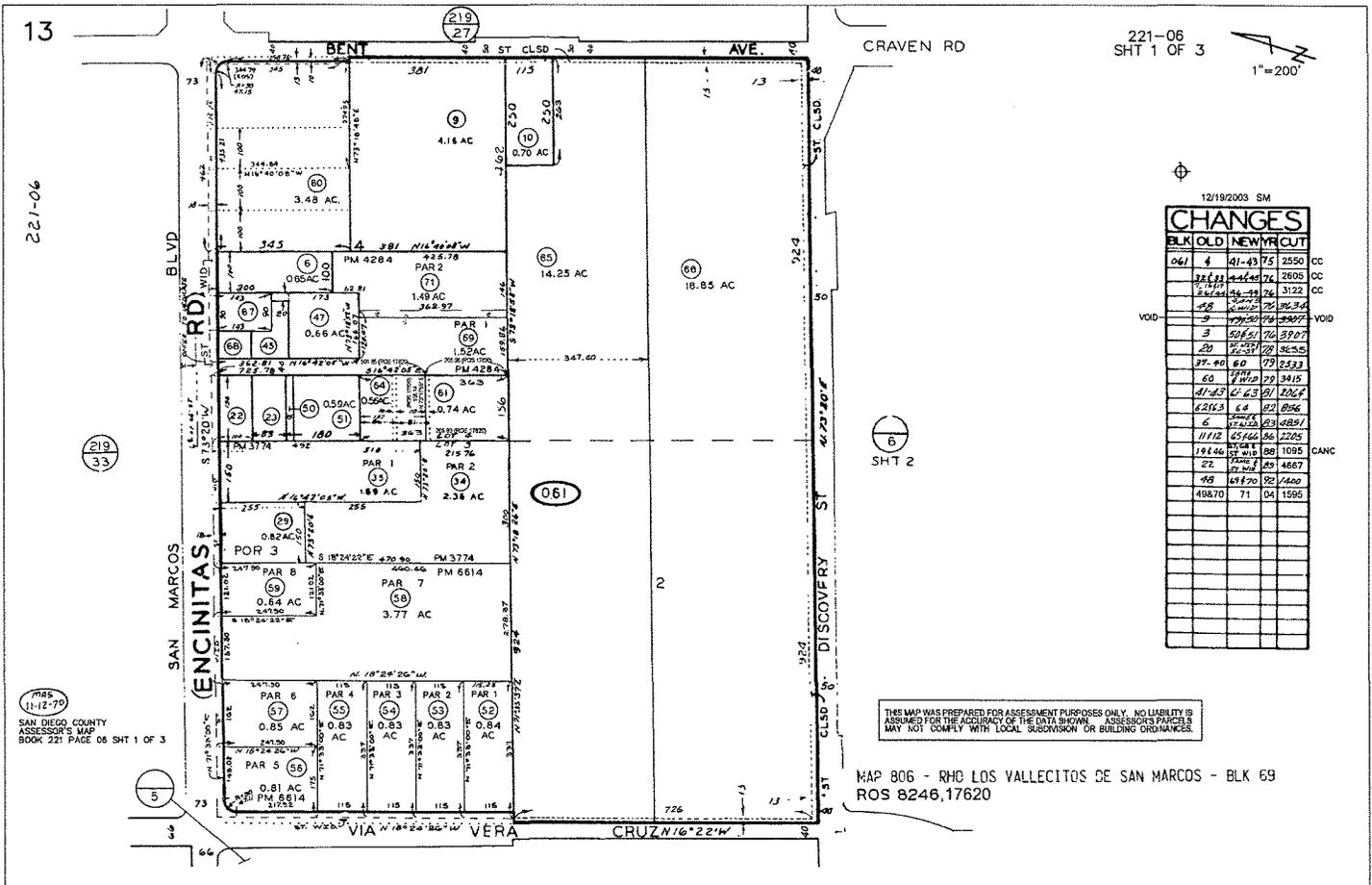
CREATED BY: City of San Marcos GIS
SOURCES OF DATA: SanGIS, 03/13

Attachment B
(Metroscan Printouts)

MetroScan / San Diego (CA)

Owner : City of San Marcos		Parcel : 221 061 55 00
CoOwner :		Land : \$239,357
Site : Via Vera Cruz San Marcos		Struct :
Mail : 1 Civic Center Dr San Marcos Ca 92069		Other :
Xfered : 05/25/2012	Doc # : 307521 Multi-Parcel	Total : \$239,357
Price :	Deed : Deed	Exempt :
Loan Amt :	Loan :	Type :
VestType : Corporation	IntTy :	% Imprv :
Lender :		% Owned : 0
Land Use : 620 Vacant,Commercial		TaxArea : 13115
Bldg Use : *unknown Building Use*		MapGrid : 1128 F1
Zoning : 6 Commercial		12-13 Tx : \$2,656.88
Plat :		TractNumber: 6614
MapNumb : PM06614		OwnerPhone:
Legal : (EX ST) PAR 4		
Census : Tract : 200.29	Block : 1	

Bedrooms :	View :	Acres : .83	Bldg SqFt :
Bathrooms :	Garage Sp :	LotSqFt : 36,155	Year Built :
Pool :	Units :	Stories :	

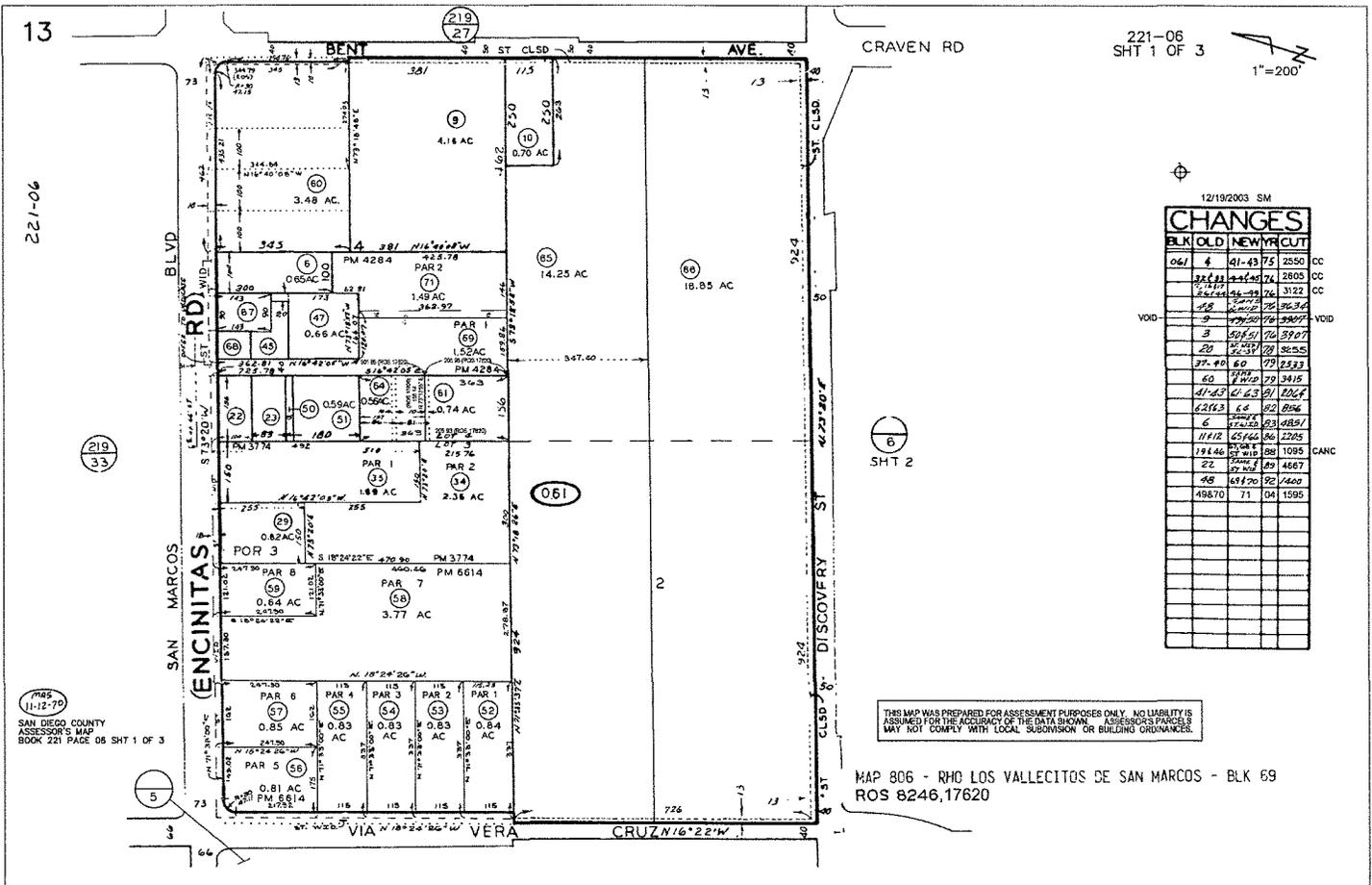


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner : City of San Marcos		Parcel : 221 061 54 00
CoOwner :		Land : \$239,357
Site : Via Vera Cruz San Marcos		Struct :
Mail : 1 Civic Center Dr San Marcos Ca 92069		Other :
Xfered : 05/25/2012	Doc # : 307521 Multi-Parcel	Total : \$239,357
Price :	Deed : Deed	Exempt :
Loan Amt :	Loan :	Type :
VestType : Corporation	IntTy :	% Imprv :
Lender :		% Owned : 0
Land Use : 620 Vacant,Commercial		TaxArea : 13115
Bldg Use : *unknown Building Use*		MapGrid : 1128 F1
Zoning : 6 Commercial		12-13 Tx : \$2,656.88
Plat :		
MapNumb : PM06614		TractNumber: 6614
Legal : (EX ST) PAR 3		OwnerPhone :
Census : Tract : 200.29	Block : 1	

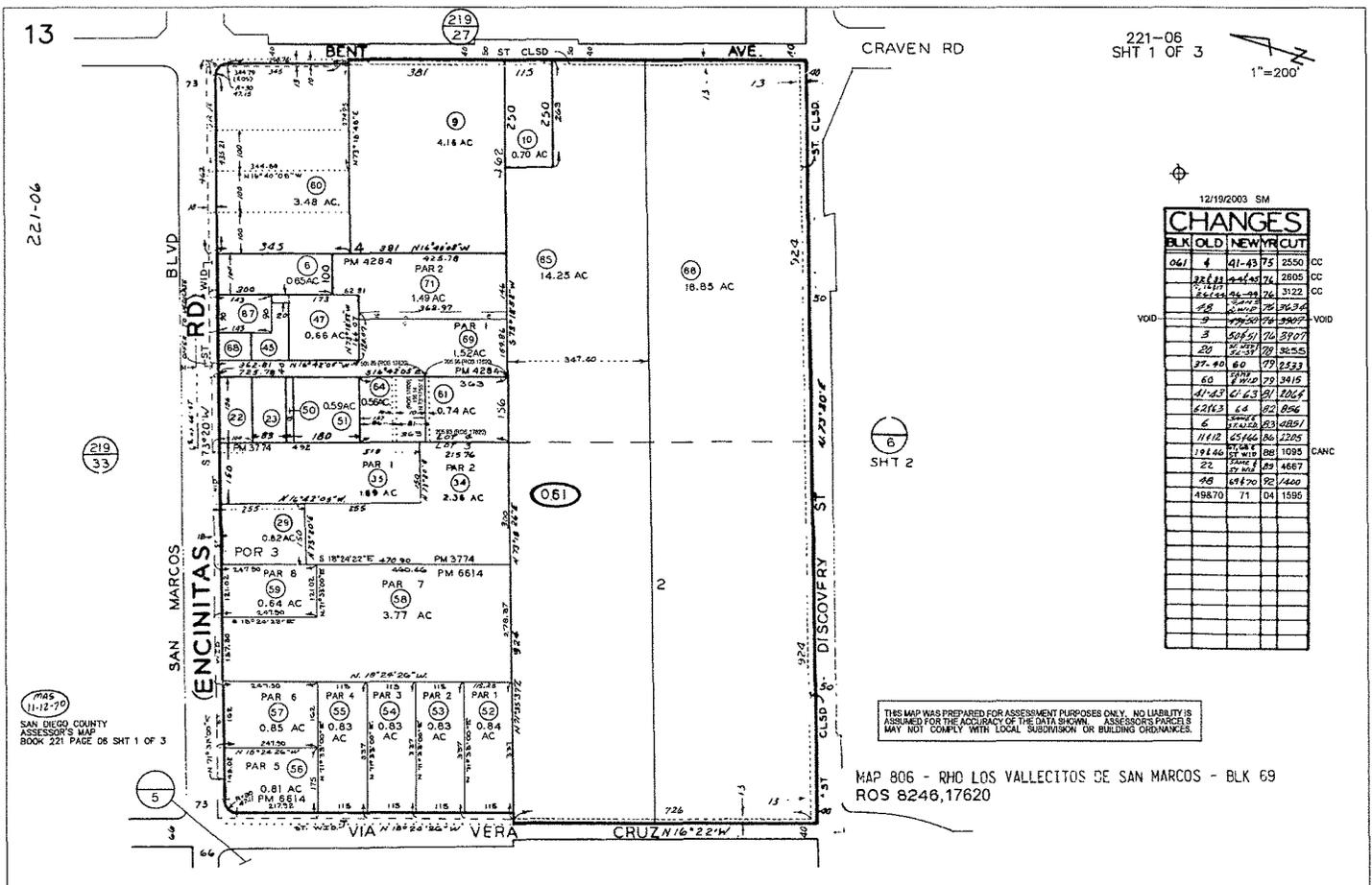
Bedrooms :	View :	Acres : .83	Bldg SqFt :
Bathrooms :	Garage Sp :	LotSqFt : 36,155	Year Built :
Pool :	Units :	Stories :	



MetroScan / San Diego (CA)

Owner : City of San Marcos		Parcel : 221 061 53 00
CoOwner :		Land : \$239,357
Site : Via Vera Cruz San Marcos		Struct :
Mail : 1 Civic Center Dr San Marcos Ca 92069		Other :
Xfered : 05/25/2012	Doc # : 307521 Multi-Parcel	Total : \$239,357
Price :	Deed : Deed	Exempt :
Loan Amt :	Loan :	Type :
VestType : Corporation	IntTy :	% Imprv :
Lender :		% Owned : 0
Land Use : 620 Vacant,Commercial		TaxArea : 13115
Bldg Use : *unknown Building Use*		MapGrid : 1128 F1
Zoning : 6 Commercial		12-13 Tx : \$2,656.88
Plat :		TractNumber: 6614
MapNumb : PM06614		OwnerPhone:
Legal : (EX ST) PAR 2		
Census : Tract : 200.29	Block : 1	

Bedrooms :	View :	Acres : .83	Bldg SqFt :
Bathrooms :	Garage Sp :	LotSqFt : 36,155	Year Built :
Pool :	Units :	Stories :	

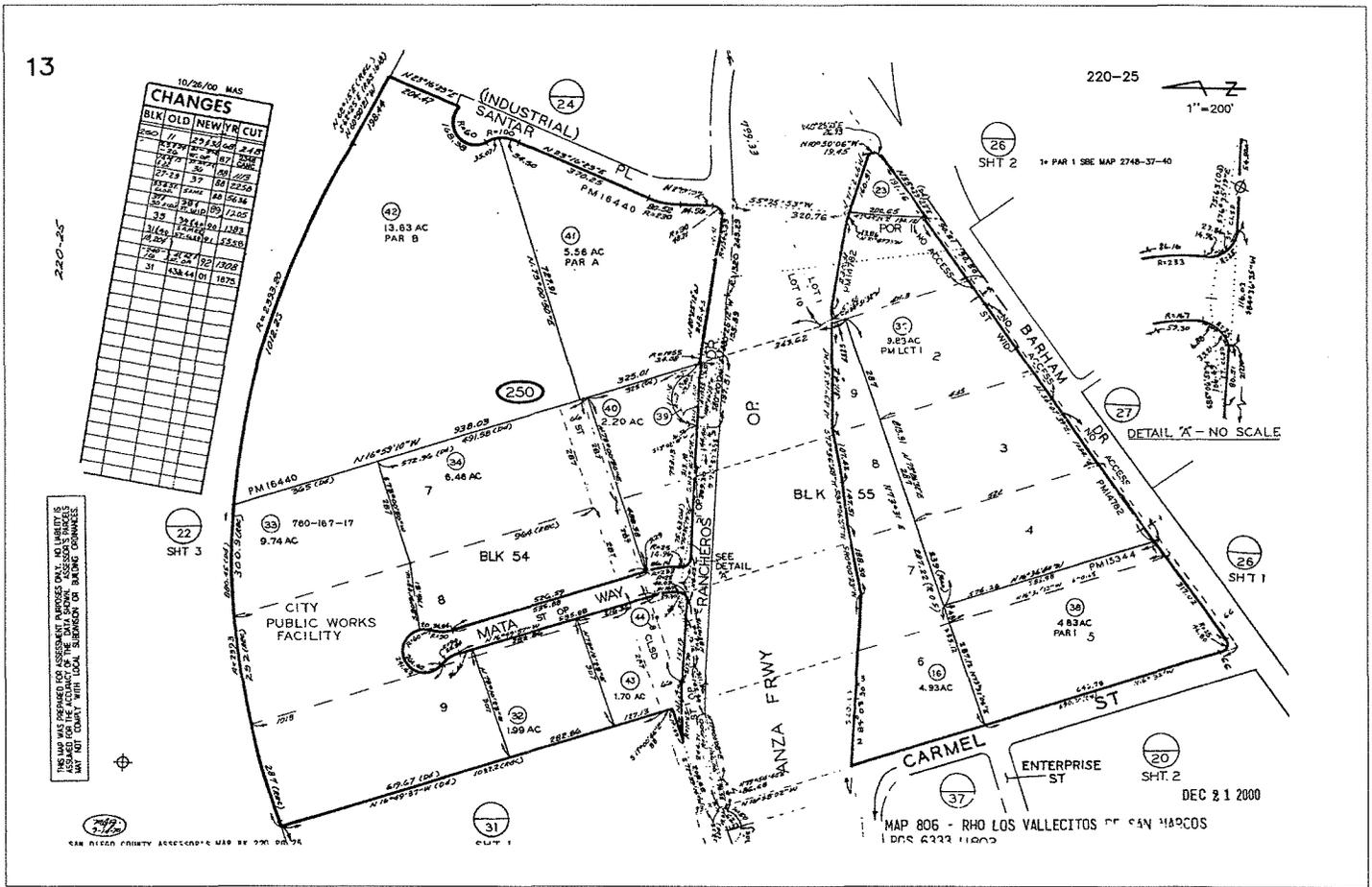


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner	: San Marcos Redevelopment Agency	Parcel	: 220 250 23 00
CoOwner	:	Land	:
Site	: 684 E Barham Dr San Marcos 92078	Struct	:
Mail	: 1 Civic Center Dr San Marcos Ca 92069	Other	:
Xfered	: 03/26/2010	Total	:
Price	:	Exempt	:
Loan Amt	:	Type	:
VestType	: Corporation	% Imprv	:
Lender	:	% Owned	: 0
Land Use	: *unknown Use Code*	TaxArea	: 13109
Bldg Use	: *unknown Building Use*	MapGrid	: 1109 A7
Zoning	: 7 Industrial,M-Zone	12-13 Tx	:
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	TractNumber	: 806
MapNumb	: 000806	OwnerPhone	:
Legal	: POR LOT 1 BLK 55		
Census	: Tract : 203.06	Block	: 1

Bedrooms	:	View	:	Acres	: .31	Bldg SqFt	:
Bathrooms	:	Garage Sp	:	LotSqFt	: 13,503	Year Built	:
Pool	:	Units	:	Stories	:		

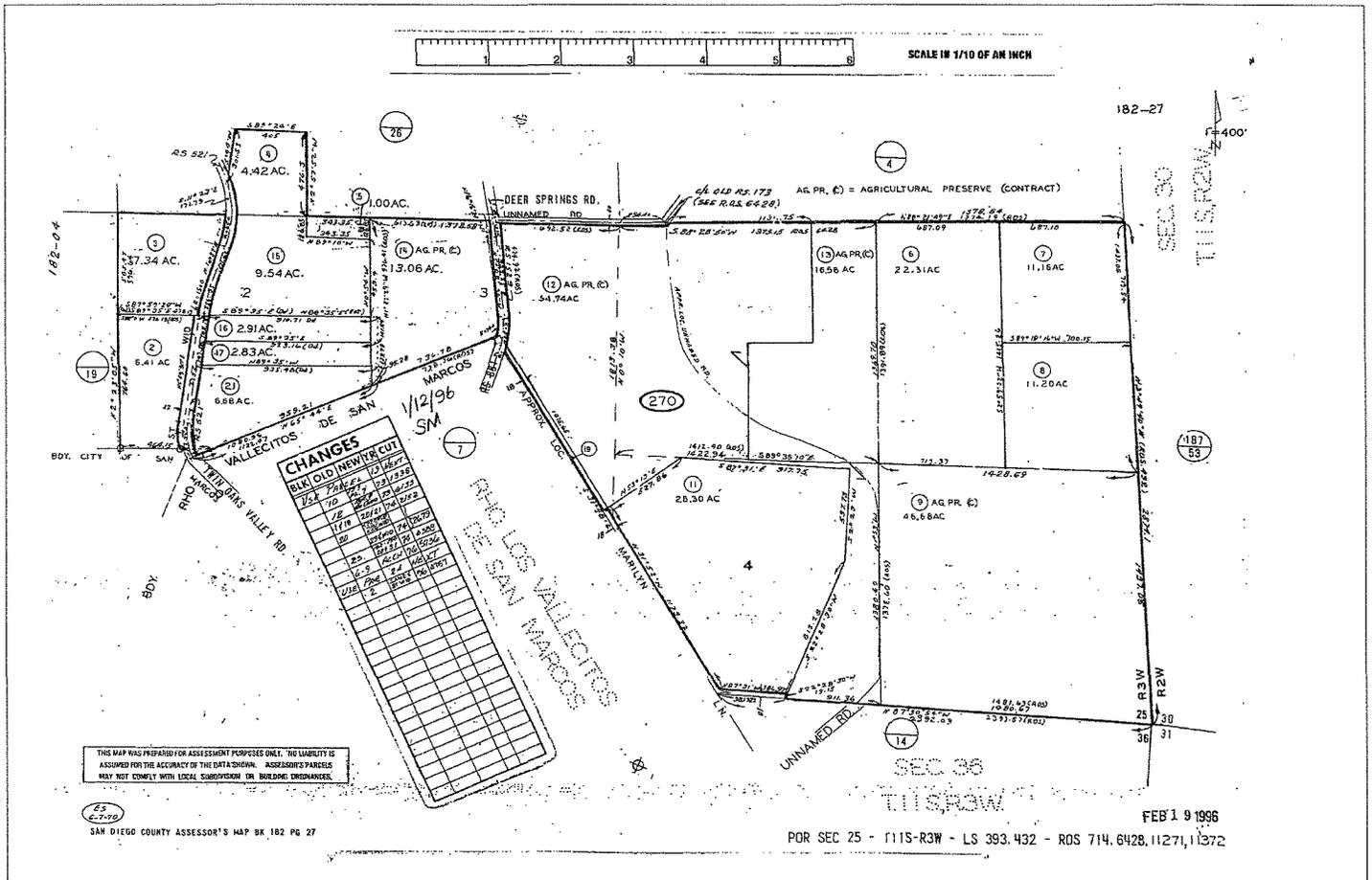


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner : San Marcos Redevelopment Agency	Parcel : 182 270 11 00	
CoOwner :	Land : \$554,141	
Site : 567 Deer Springs Rd San Marcos 92069	Struct :	
Mail : 1 Civic Center Dr San Marcos Ca 92069	Other :	
Xfered : 02/03/2010	Doc # : 56198	Total : \$554,141
Price :	Deed : Grant Deed	Exempt :
Loan Amt :	Loan :	Type :
VestType : Corporation	IntTy :	% Imprv :
Lender :		% Owned : 0
Land Use : 111 Res, Single Family Residence		TaxArea : 76009
Bldg Use : *unknown Building Use*		MapGrid : 1084 A7
Zoning : A70 *unknown Zoning*		12-13 Tx : \$6,705.06
Plat :		
MapNumb :		TractNumber :
Legal : 28.30 AC M/L IN LOT 3&IN LOT 4 SEC		OwnerPhone : 760-744-6914
Census : Tract : 203.04	Block : 4	

Bedrooms : 2	View :	Acres : 28.30	Bldg SqFt : 912
Bathrooms : 2.00	Garage Sp : 2	LotSqFt : 1,232,748	Year Built : 1941
Pool :	Units : 1	Stories :	



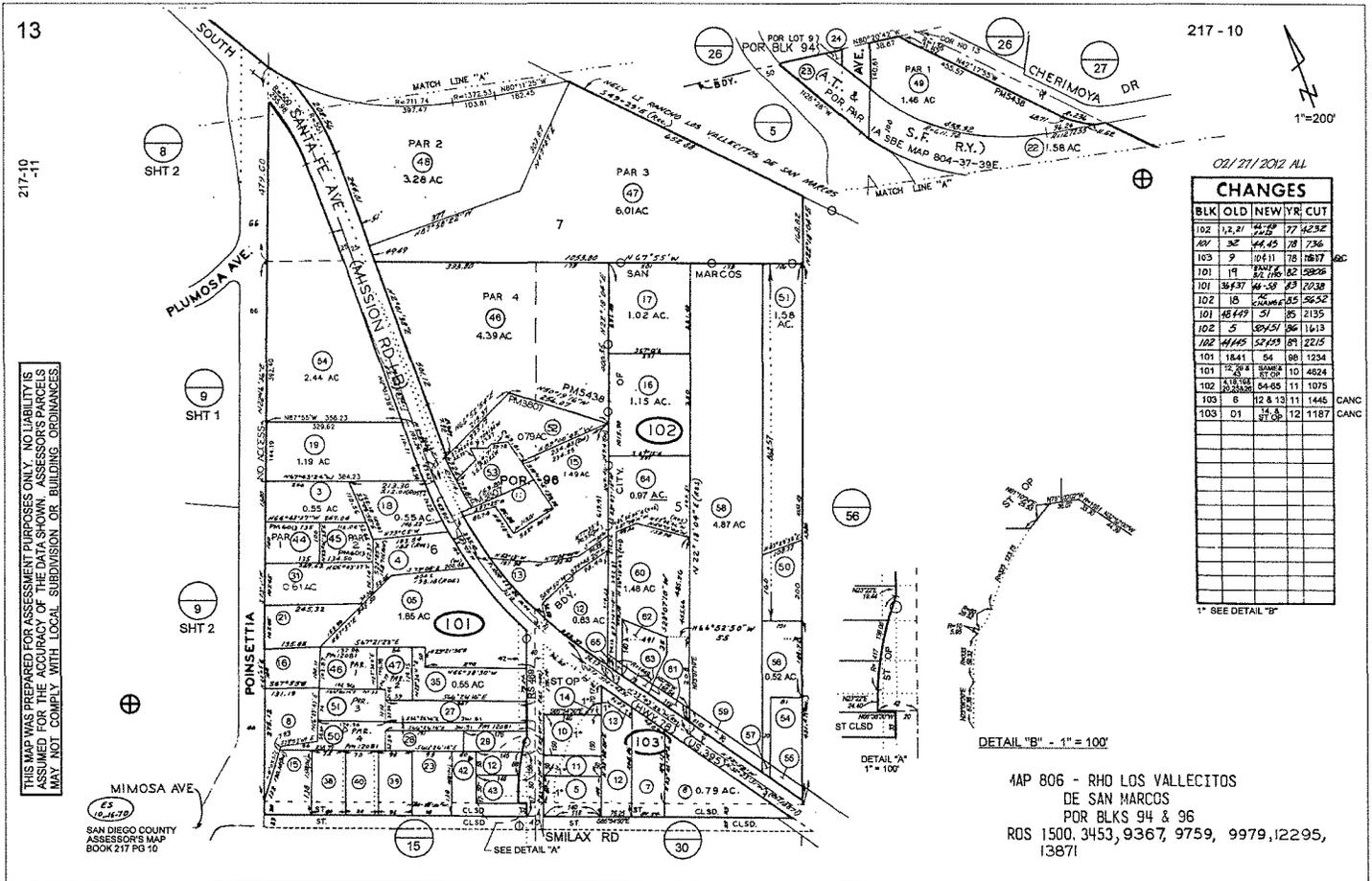
Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

Item 2.65

MetroScan / San Diego (CA)

Owner	: City of San Marcos Redevelopment Agency	Parcel	: 217 102 55 00
CoOwner	:	Land	:
Site	: Santa Fe Ave S San Marcos 92069	Struct	:
Mail	: Santa Fe Ave S San Marcos Ca 92069	Other	:
Xfered	: 04/02/2010	Total	:
Price	:	Doc #	: 163424
Loan Amt	:	Deed	: Deed
VestType	: Corporation	Loan	:
Lender	:	IntTy	:
Land Use	: *unknown Use Code*	% Imprv	:
Bldg Use	: *unknown Building Use*	% Owned	: 0
Zoning	: *unknown Zoning*	TaxArea	: 13203
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	MapGrid	: 1108 C4
MapNumb	: 000806	12-13 Tx	:
Legal	: DOC10-163424 IN LOT 5 BLK 96	TractNumber:	
Census	: Tract : 200.18	OwnerPhone:	
	Block : 1		

Bedrooms	:	View	:	Acres	: .06	Bldg SqFt	:
Bathrooms	:	Garage Sp	:	LotSqFt	: 2,539	Year Built	:
Pool	:	Units	:	Stories	:		

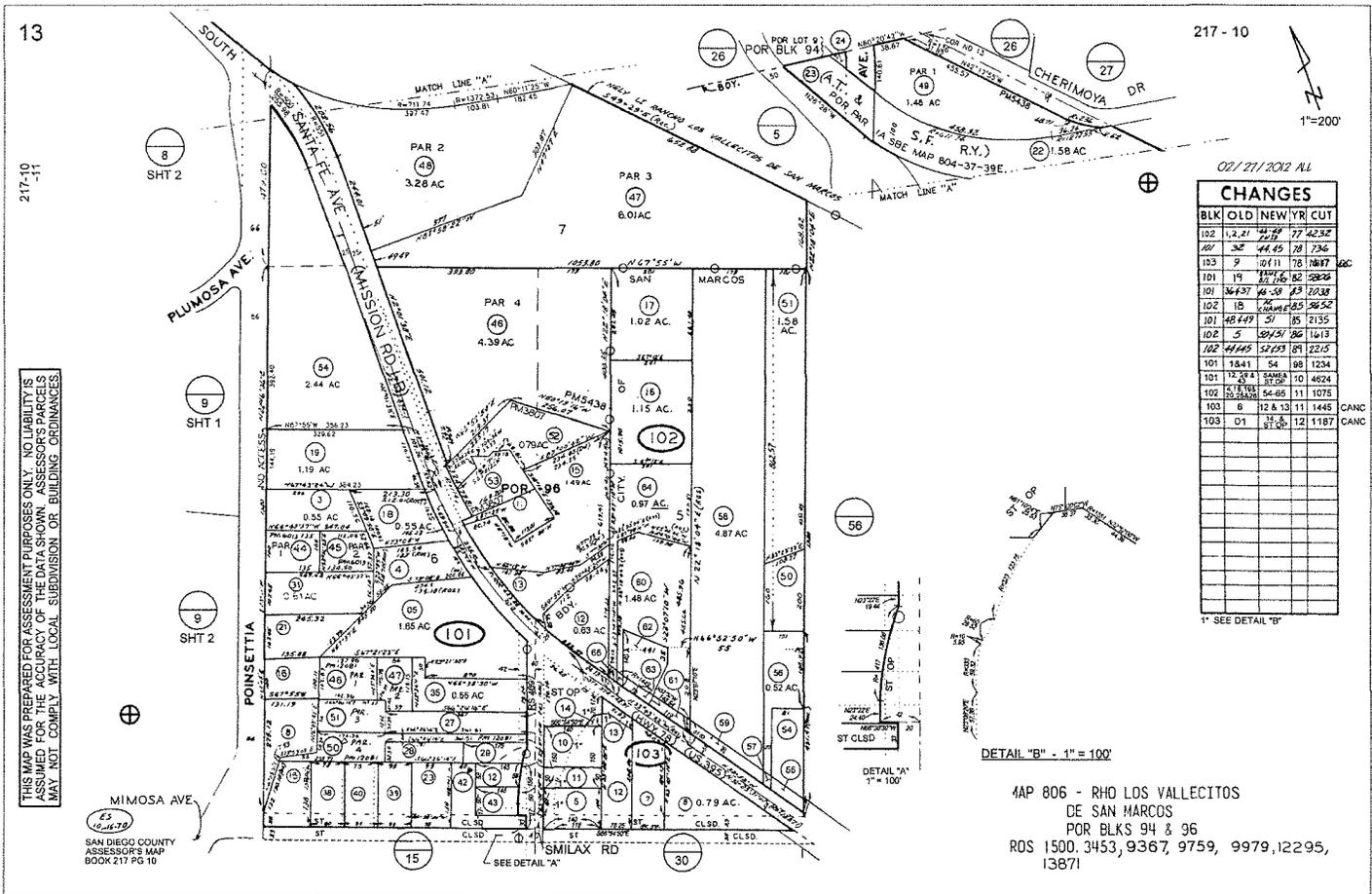


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner	: City of San Marcos Redevelopment Agency	Parcel	: 217 102 57 00
CoOwner	:	Land	:
Site	: Santa Fe Ave S San Marcos 92069	Struct	:
Mail	: Santa Fe Ave S San Marcos Ca 92069	Other	:
Xfered	: 04/02/2010	Doc #	: 163425 Multi-Parcel
Price	:	Deed	: Deed
Loan Amt	:	Loan	:
VestType	: Corporation	IntTy	:
Lender	:	% Imprv	:
Land Use	: *unknown Use Code*	% Owned	: 0
Bldg Use	: *unknown Building Use*	TaxArea	: 13203
Zoning	: *unknown Zoning*	MapGrid	: 1108 C4
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	12-13 Tx	:
MapNumb	: 000806	TractNumber:	
Legal	: THAT POR OF DOC10-163425 LY IN LOT	OwnerPhone:	
Census	: Tract : 200.18	Block	: 1

Bedrooms	:	View	:	Acres	: .01	Bldg SqFt	:
Bathrooms	:	Garage Sp	:	LotSqFt	: 625	Year Built	:
Pool	:	Units	:	Stories	:		

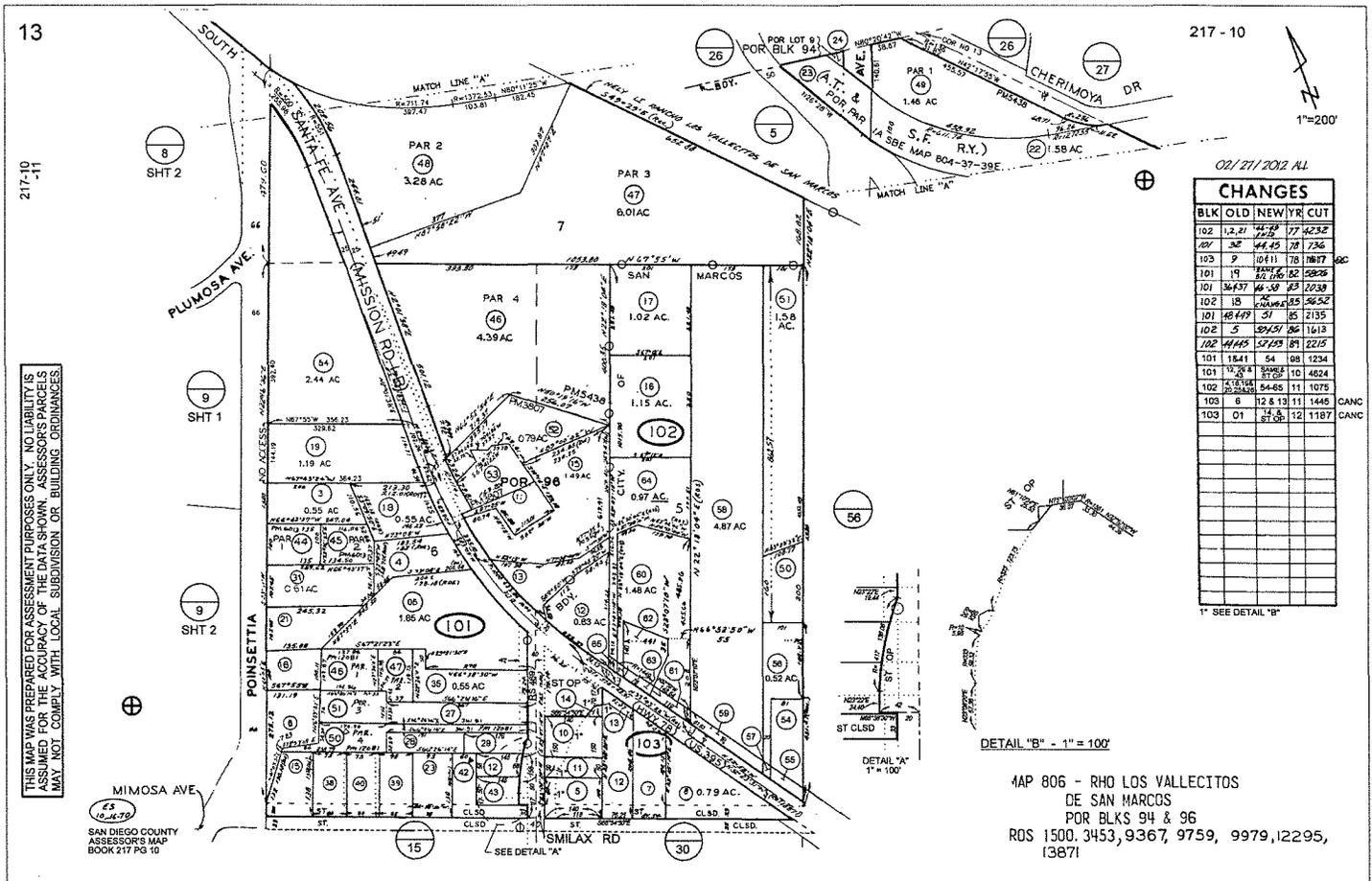


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner	: City of San Marcos Redevelopment Agency	Parcel	: 217 102 59 00
CoOwner	:	Land	:
Site	: Santa Fe Ave S San Marcos 92069	Struct	:
Mail	: Santa Fe Ave S San Marcos Ca 92069	Other	:
Xfered	: 04/02/2010	Total	:
Price	:	Exempt	:
Loan Amt	:	Type	:
VestType	: Corporation	% Imprv	:
Lender	:	% Owned	: 0
Land Use	: *unknown Use Code*	TaxArea	: 13203
Bldg Use	: *unknown Building Use*	MapGrid	: 1108 C4
Zoning	: *unknown Zoning*	12-13 Tx	:
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	TractNumber:	:
MapNumb	: 000806	OwnerPhone:	:
Legal	: THAT POR OF DOC10-163425 LY IN LOT		
Census	: Tract : 200.18	Block	: 1

Bedrooms	View	Acres	: .13	Bldg SqFt	:
Bathrooms	Garage Sp	LotSqFt	: 5,610	Year Built	:
Pool	Units	Stories	:		

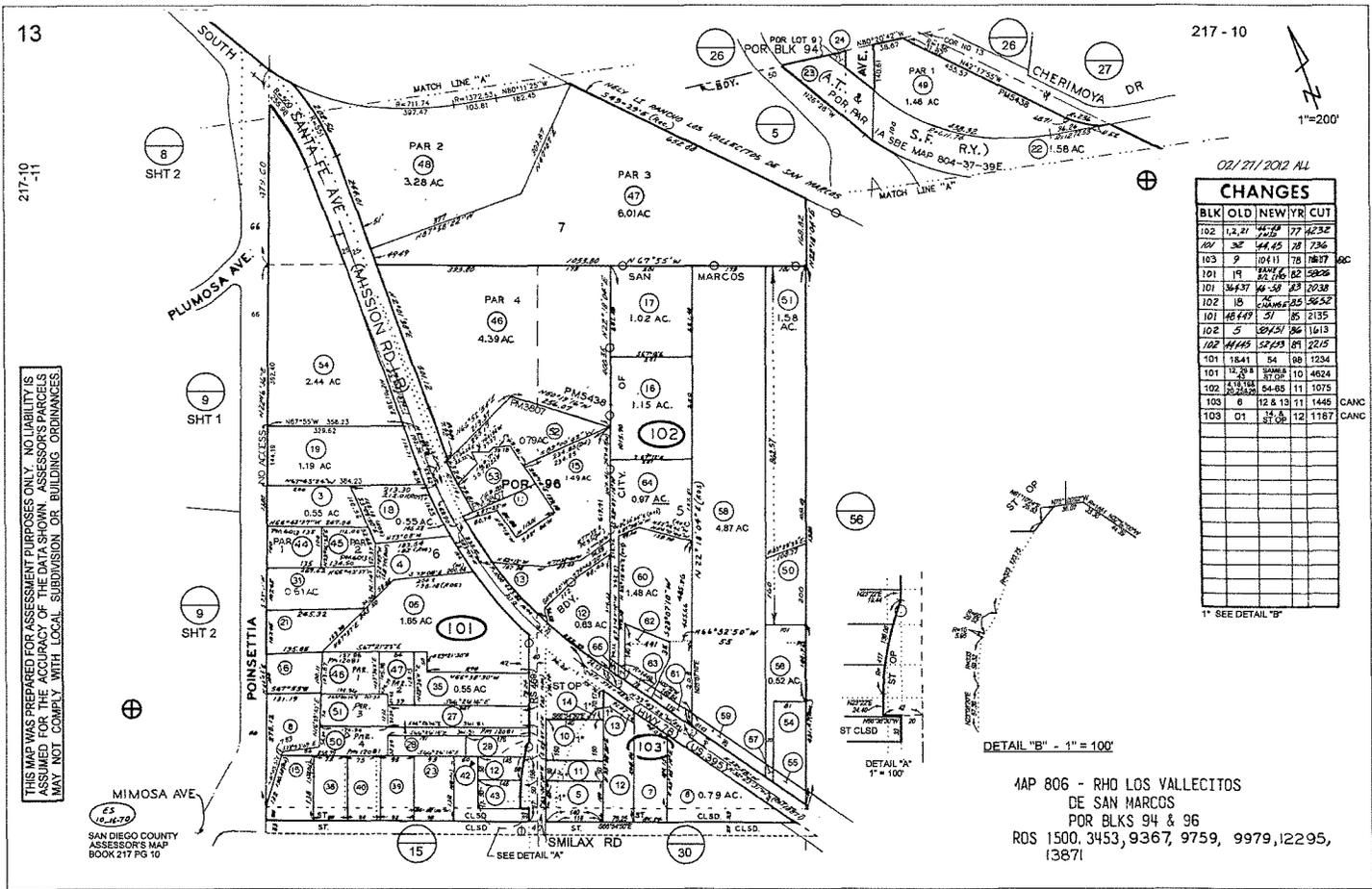


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner	: City of San Marcos Redevelopment Agency	Parcel	: 217 102 61 00
CoOwner	:	Land	:
Site	: Santa Fe Ave S San Marcos 92069	Struct	:
Mail	: Santa Fe Ave S San Marcos Ca 92069	Other	:
Xfered	: 07/09/2010	Doc #	: 344024 Multi-Parcel
Price	:	Deed	: Deed
Loan Amt	:	Loan	:
VestType	: Corporation	IntTy	:
Lender	:	% Imprv	:
Land Use	: *unknown Use Code*	% Owned	: 0
Bldg Use	: *unknown Building Use*	TaxArea	: 13203
Zoning	: *unknown Zoning*	MapGrid	: 1108 C4
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	12-13 Tx	:
MapNumb	: 000806	TractNumber:	
Legal	: THAT POR OF DOC10-344024 LY IN LOT	OwnerPhone:	
Census	: Tract : 200.18	Block	: 1

Bedrooms	:	View	:	Acres	: .08	Bldg SqFt	:
Bathrooms	:	Garage Sp	:	LotSqFt	: 3,592	Year Built	:
Pool	:	Units	:	Stories	:		

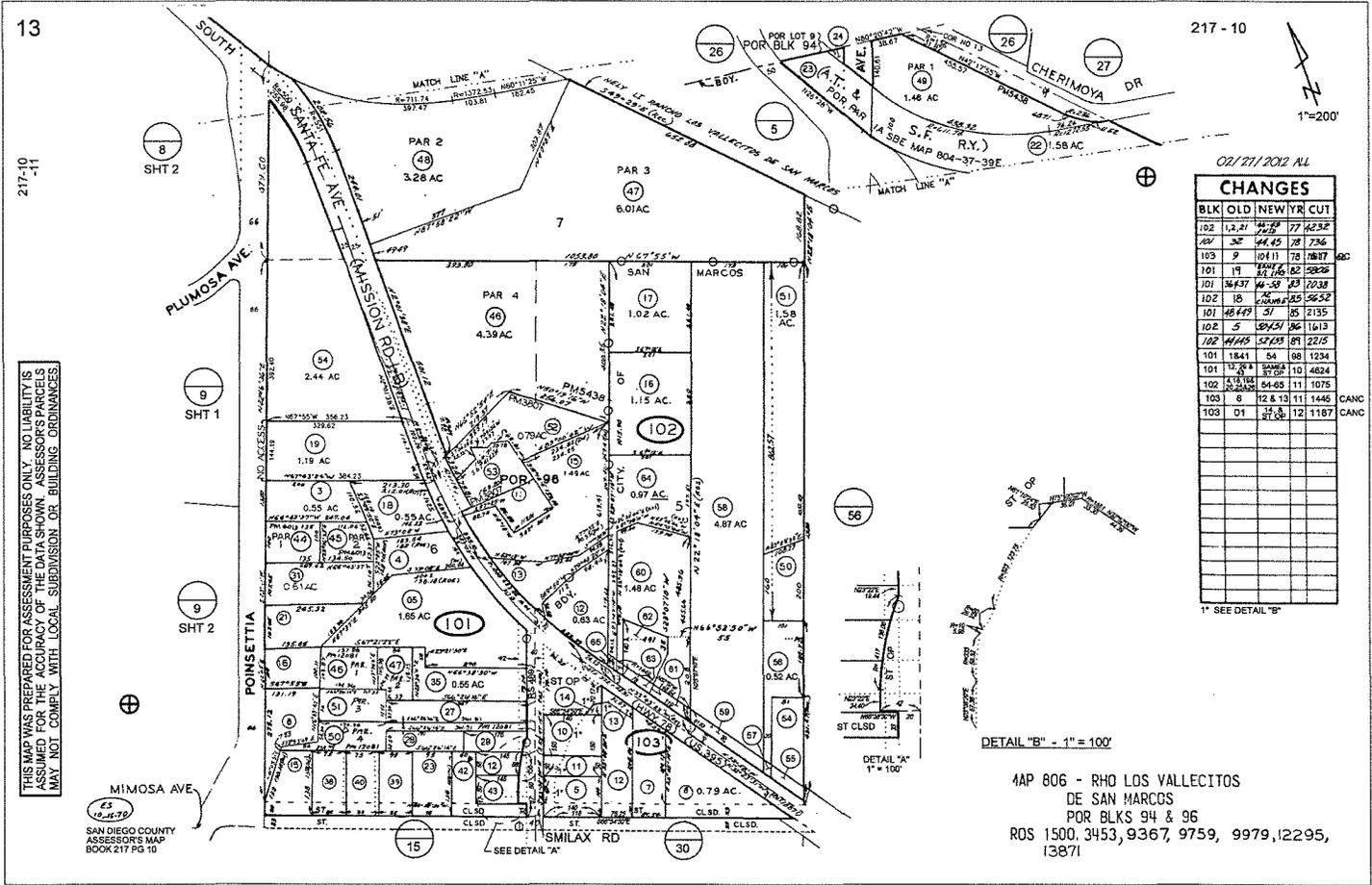


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

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CoOwner	:	Land	:
Site	: Santa Fe Ave S San Marcos 92069	Struct	:
Mail	: Santa Fe Ave S San Marcos Ca	Other	:
Xfered	:	Total	:
Price	:	Exempt	:
Loan Amt	:	Type	:
VestType	:	% Imprv	:
Lender	:	% Owned	: 0
Land Use	: *unknown Use Code*	TaxArea	: 13203
Bldg Use	: *unknown Building Use*	MapGrid	: 1108 C4
Zoning	: *unknown Zoning*	12-13 Tx	:
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	TractNumber:	
MapNumb	: 000806	OwnerPhone:	
Legal	: DOC10-0412255 IN LOT 5 BLK 96		
Census	: Tract : 200.18 Block : 1		

Bedrooms	:	View	:	Acres	: .06	Bldg SqFt	:
Bathrooms	:	Garage Sp	:	LotSqFt	: 2,398	Year Built	:
Pool	:	Units	:	Stories	:		



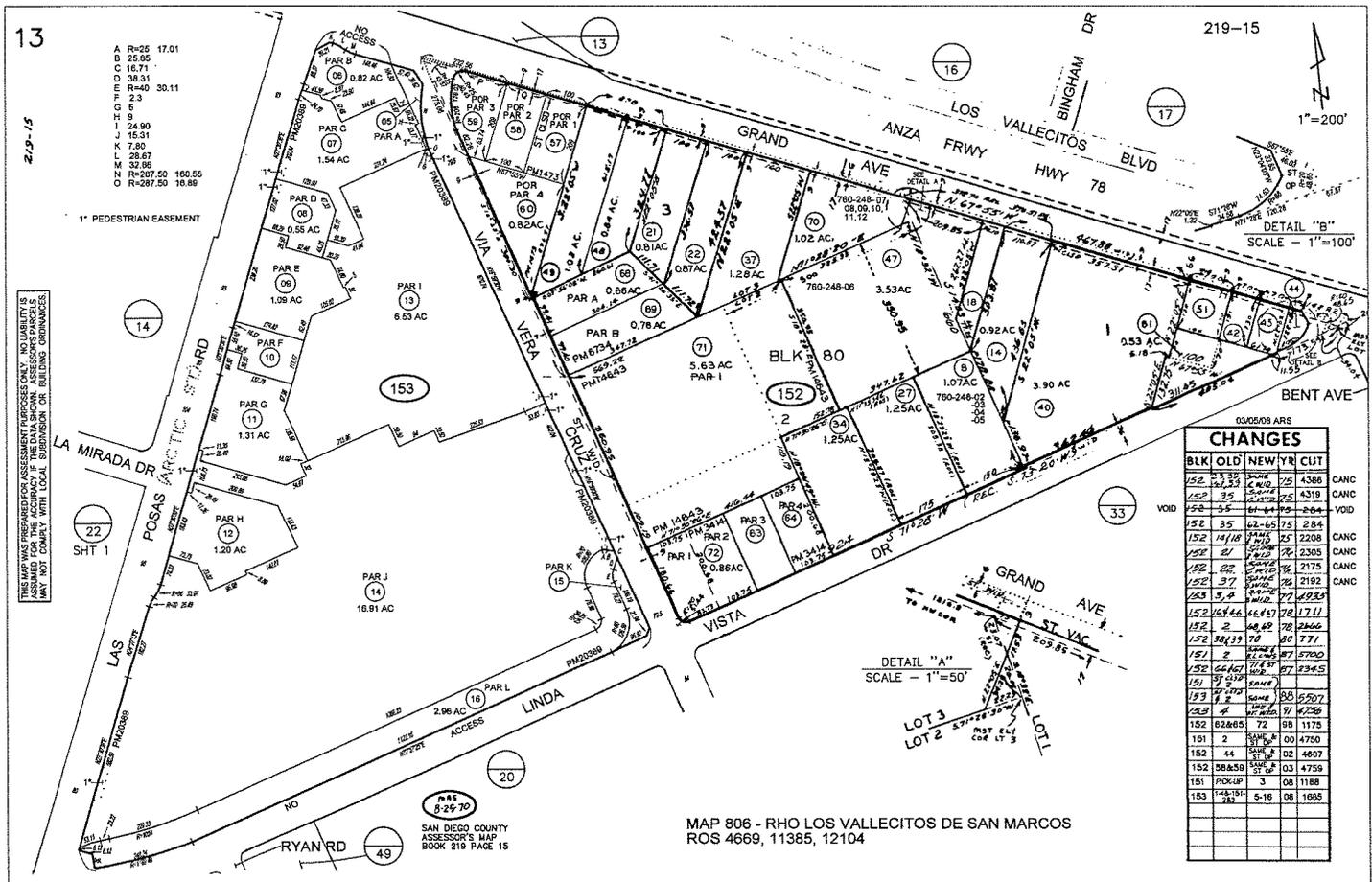
Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

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CoOwner :
Site : Grand Ave San Marcos 92078
Mail : Grand Ave San Marcos Ca
Xfered :
Price :
Loan Amt :
VestType :
Lender :
Land Use : 720 Vacant,Commercial
Bldg Use : *unknown Building Use*
Zoning : 7 Industrial,M-Zone
Plat : RANCHO LOS VALLECITOS DE SAN MARCOS
MapNumb : 000806
Legal : (EX ST)PAR 2 OF DOC91-341955 IN LOT
Census : Tract : 200.29 Block : 1

Parcel : 219 152 44 00
Land :
Struct :
Other :
Total :
Exempt :
Type :
% Imprv :
% Owned : 0
TaxArea : 13115
MapGrid : 1108 E7
12-13 Tx :
TractNumber : 806
OwnerPhone :

Bedrooms : View : Acres : .20 Bldg SqFt :
Bathrooms : Garage Sp : LotSqFt : 8,712 Year Built :
Pool : Units : Stories :

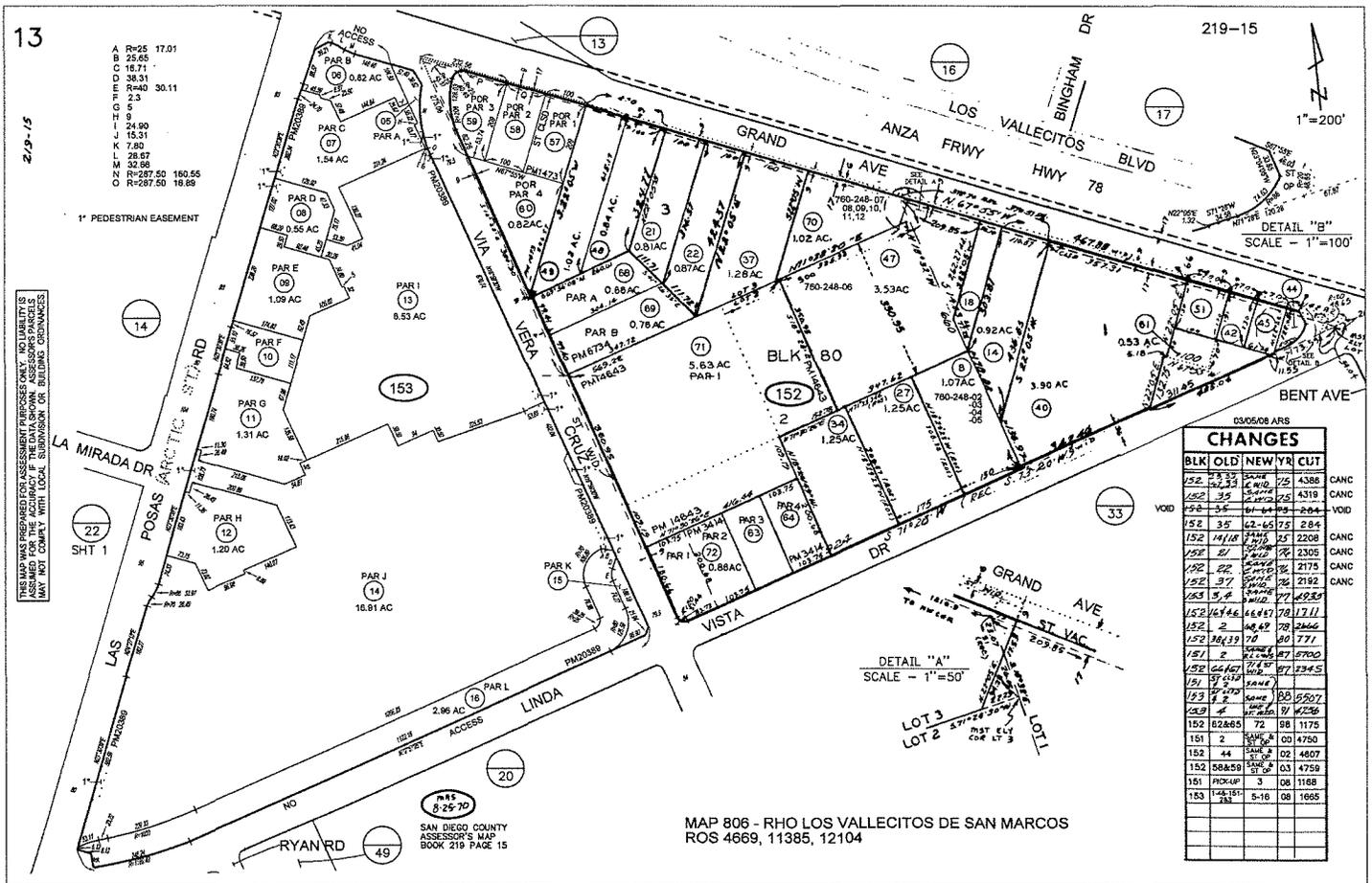


Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner	: City of San Marcos Redevelopment Agency	Parcel	: 219 152 61 00
CoOwner	:	Land	:
Site	: 930 Linda Vista Dr San Marcos 92078	Struct	:
Mail	: 930 Linda Vista Dr San Marcos Ca	Other	:
Xfered	:	Total	:
Price	:	Exempt	:
Loan Amt	:	Type	:
VestType	:	% Imprv	:
Lender	:	% Owned	: 0
Land Use	: 743 Ind, Warehouse, Processing, Storage	TaxArea	: 13115
Bldg Use	: *unknown Building Use*	MapGrid	: 1128 F1
Zoning	: 7 Industrial, M-Zone	12-13 Tx	:
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	TractNumber	: 806
MapNumb	: 000806	OwnerPhone	:
Legal	: (EX DOC73-201093)DOC71-306647 IN		
Census	: Tract : 200.29 Block : 1		

Bedrooms	:	View	:	Acres	: .53	Bldg SqFt	:
Bathrooms	:	Garage Sp	:	LotSqFt	: 23,087	Year Built	:
Pool	:	Units	:	Stories	:		



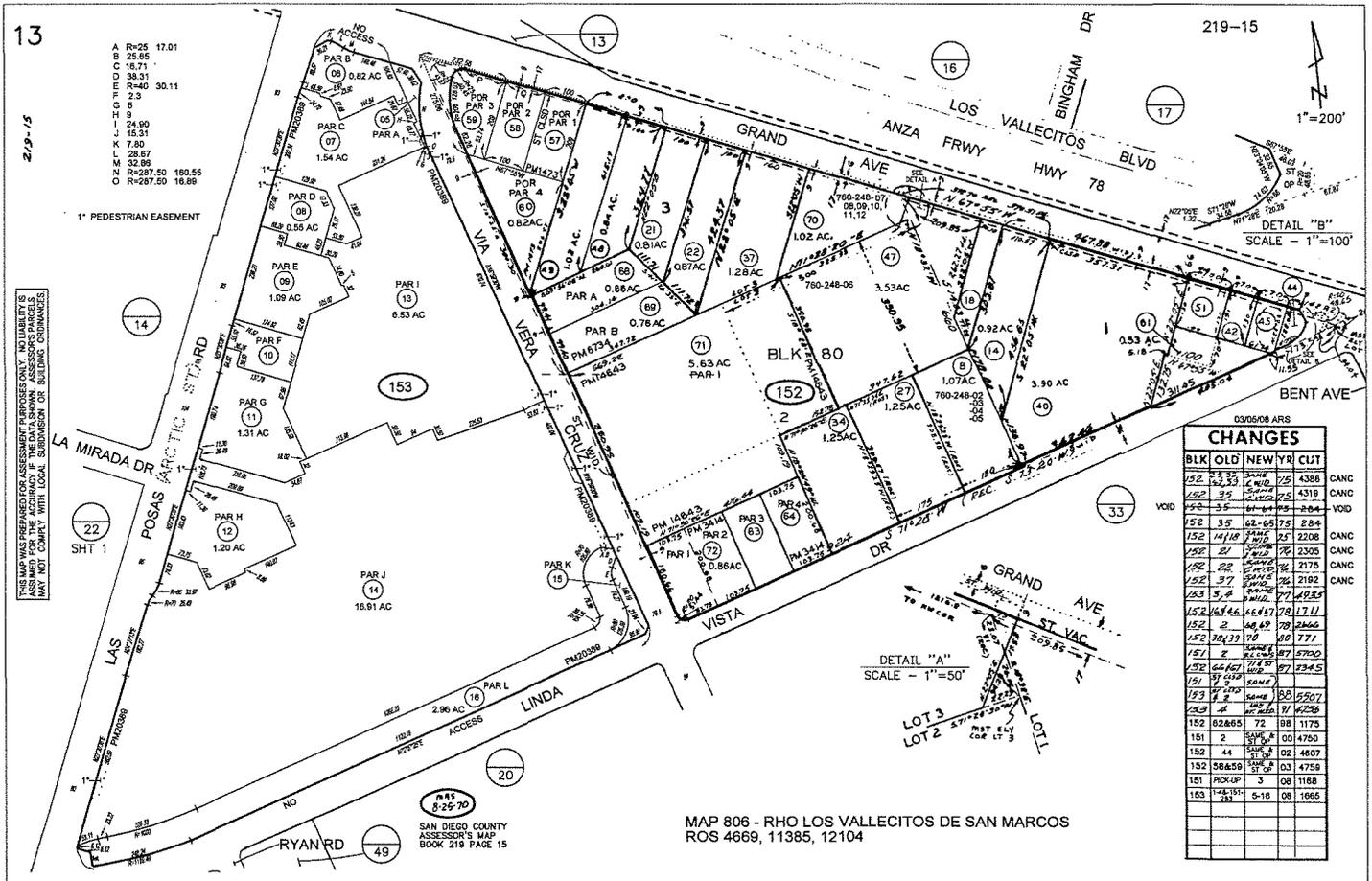
Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

Owner : City of San Marcos Redevelopment Agency
CoOwner :
Site : 939 Grand Ave San Marcos 92078
Mail : 939 Grand Ave San Marcos Ca 92078
Xfered : Doc # :
Price : Deed :
Loan Amt : Loan :
VestType : IntTy :
Lender :
Land Use : *unknown Use Code*
Bldg Use : *unknown Building Use*
Zoning : 7 Industrial,M-Zone
Plat : RANCHO LOS VALLECITOS DE SAN MARCOS
MapNumb : 000806
Legal : (EX ST WID)DOC73-201093 IN ST CLSD
Census : Tract : 200.29 Block : 1

Parcel : 219 152 51 00
Land :
Struct :
Other :
Total :
Exempt :
Type :
% Imprv :
% Owned : 0
TaxArea : 13115
MapGrid : 1108 F7
12-13 Tx :
TractNumber : 806
OwnerPhone :

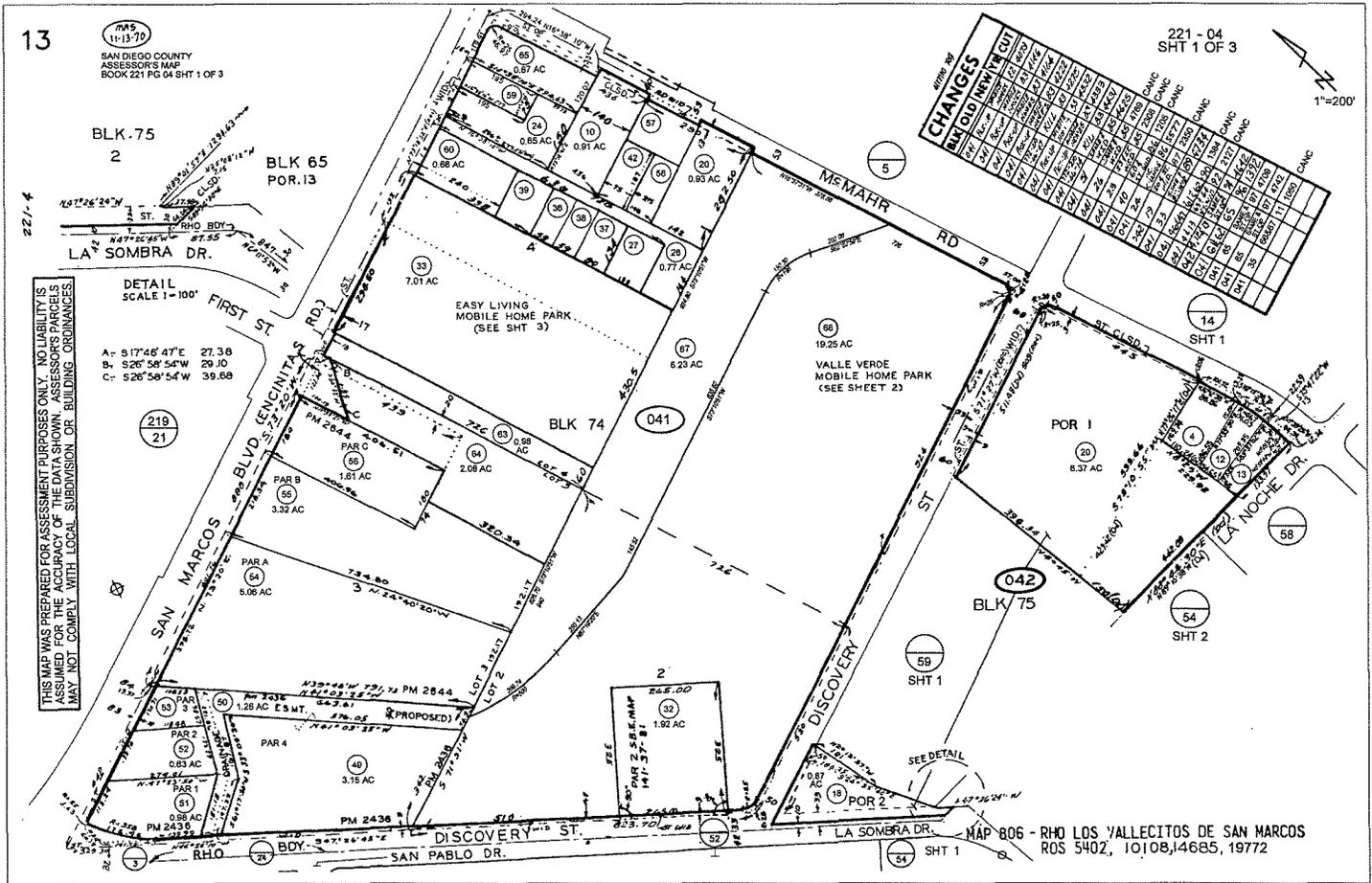
Bedrooms : View : Acres : .28 Bldg SqFt :
Bathrooms : Garage Sp : LotSqFt : 12,283 Year Built :
Pool : Units : Stories :



Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MetroScan / San Diego (CA)

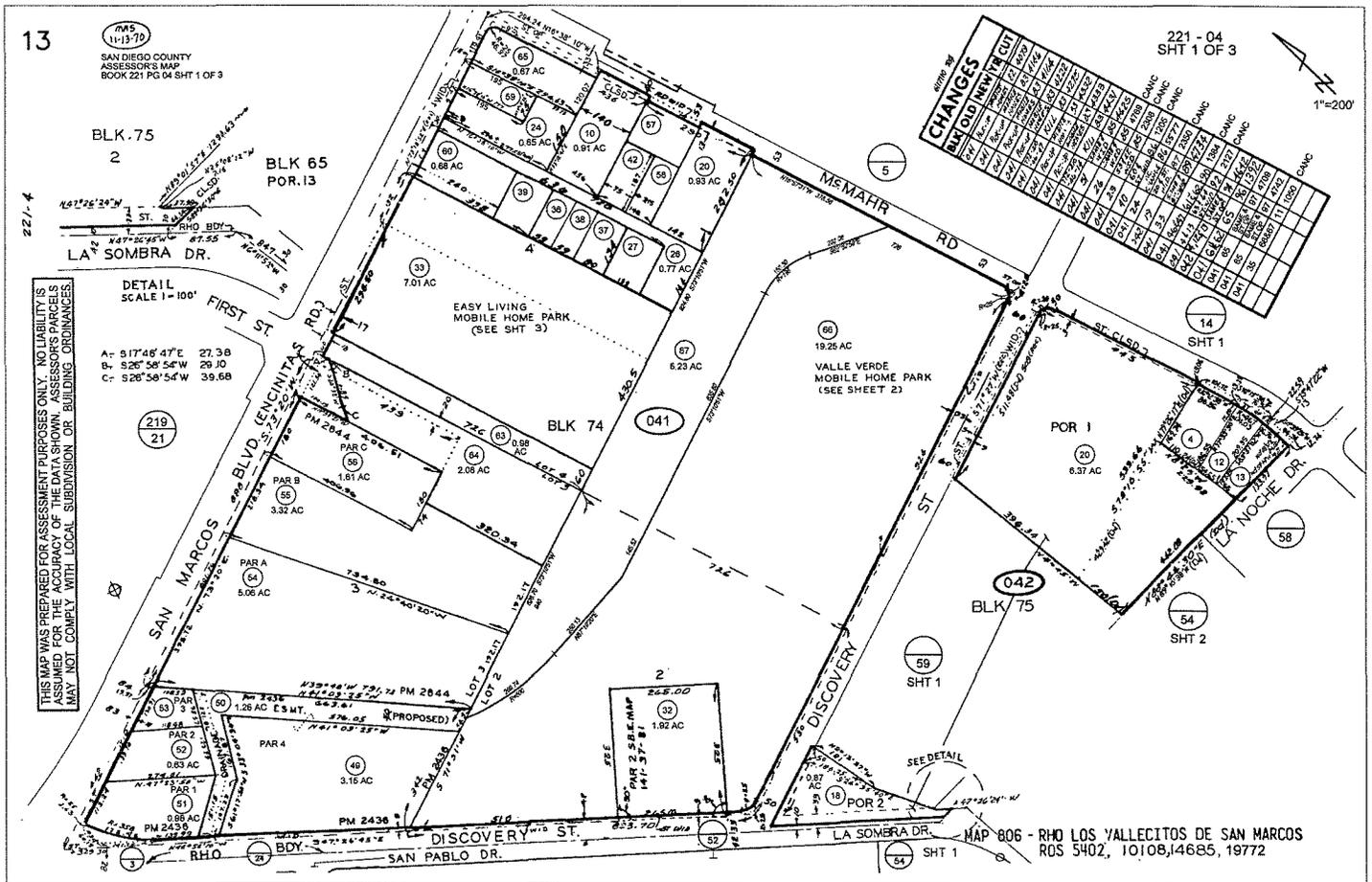
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CoOwner	:	Land	:
Site	: San Marcos Blvd W San Marcos 92078	Struct	:
Mail	: San Marcos Blvd W San Marcos Ca	Other	:
Xfered	:	Doc #	:
Price	:	Deed	:
Loan Amt	:	Loan	:
VestType	:	IntTy	:
Lender	:	Total	:
Land Use	: *unknown Use Code*	Exempt	:
Bldg Use	: *unknown Building Use*	Type	:
Zoning	: 7 Industrial,M-Zone	% Imprv	:
Plat	: RANCHO LOS VALLECITOS DE SAN MARCOS	% Owned	: 0
MapNumb	: 000806	TaxArea	: 13115
Legal	: (EX ST)SWLY 60 FT IN LOT 4 BLK 74	MapGrid	: 1128 E2
Census	: Tract : 200.29 Block : 1	12-13 Tx	:
		TractNumber:	806
		OwnerPhone:	
Bedrooms	:	View	:
Bathrooms	:	Garage Sp	:
Pool	:	Units	:
Acres	: .98	Bldg SqFt	:
LotSqFt	: 42,689	Year Built	:
Stories	:		



MetroScan / San Diego (CA)

Owner : City of San Marcos Redevelopment Agency	Parcel : 221 041 64 00	
CoOwner :	Land :	
Site : 1281-1283 W San Marcos Blvd San Marcos 92078	Struct :	
Mail : 1281-1283 W San Marcos Blvd San Marcos Ca 92078	Other :	
Xfered :	Doc # :	Total :
Price :	Deed :	Exempt :
Loan Amt :	Loan :	Type :
VestType :	IntTy :	% Imprv :
Lender :		% Owned : 0
Land Use : *unknown Use Code*		TaxArea : 13115
Bldg Use : *unknown Building Use*		MapGrid : 1128 D2
Zoning : 7 Industrial,M-Zone		12-13 Tx :
Plat : RANCHO LOS VALLECITOS DE SAN MARCOS		TractNumber: 806
MapNumb : 000806		OwnerPhone:
Legal : (EX ST)PAR 1 DOC88-503354 IN LOT 3		
Census : Tract : 200.29 Block : 1		

Bedrooms :	View :	Acres : 2.08	Bldg SqFt :
Bathrooms :	Garage Sp :	LotSqFt : 90,605	Year Built :
Pool :	Units :	Stories :	



Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

Attachment C
(Former Redevelopment 5 year Plan)

RESOLUTION NO. RDA 2010-402

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MARCOS REDEVELOPMENT AGENCY ADOPTING THE AGENCY'S FIVE-YEAR IMPLEMENTATION PLAN FOR FISCAL YEARS 2010-2011 THROUGH 2014-2015.

WHEREAS, pursuant to the California Community Redevelopment Law, Health and Safety Code Section 33490, redevelopment agencies must adopt, after a noticed public hearing, an implementation plan which contains specific goals and objectives of each of its project areas; and

WHEREAS, the said implementation plan must be updated every five years; and

WHEREAS, the San Marcos Redevelopment Agency last approved a five year implementation plan in February 2005.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the San Marcos Redevelopment Agency adopts the attached Five-year Implementation Plan for Project Areas 1, 2, and 3 for Fiscal Years 2010-2011 through 2014-2015.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the San Marcos Redevelopment Agency this 22d day of June, 2010, by the following roll call votes:

AYES: DIRECTORS: JONES, MARTIN, ORLANDO, PRESTON, DESMOND

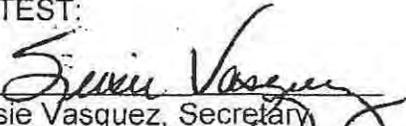
NOES: DIRECTORS: NONE

ABSENT: DIRECTORS: NONE



James M. Desmond, Chairman
San Marcos Redevelopment Agency

ATTEST:


Susie Vasquez, Secretary
San Marcos Redevelopment Agency

**FIVE-YEAR IMPLEMENTATION
PLAN**

FOR PROJECT AREAS 1, 2 & 3

OF THE

SAN MARCOS REDEVELOPMENT AGENCY

(FISCAL YEAR 2010/2011 THROUGH FISCAL YEAR 2014/2015)

June 2010

AGENDA ITEM
6

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AGENDA ITEM
6

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PART ONE – THE NEXT FIVE YEARS

I. INTRODUCTION

This document constitutes the Five-Year Implementation Plan for Redevelopment Project Areas 1, 2 and 3 of the San Marcos Redevelopment Agency ("Agency"). It is intended to meet the requirements of Section 33490 of the Health and Safety Code; California Community Redevelopment Law.

Section 33490 requires that each redevelopment agency enacting a redevelopment plan prior to December 31, 1993, adopt, after a noticed public hearing, an implementation plan which contains specific goals and objectives for each of its project areas, the specific projects and expenditures proposed during the upcoming five year period for each project area, an explanation of how those goals and objectives, projects and expenditures will eliminate blight within the project areas and a discussion of how the same will implement the requirement to increase and improve the supply of housing affordable to very low, low, and moderate income households.

Section 33490 stipulates that an implementation plan must be adopted on or before December 31, 1994, and be updated every five years thereafter. The Agency's initial Implementation Plan was adopted in December 1995 with the first five-year update approved at a Public Hearing on January 11, 2000. This document constitutes the third five-year update.

Pursuant to Section 33490, this Implementation Plan presents:

- ◆ Agency goals and objectives for its Project Areas;
- ◆ Proposed projects and expenditures within the Project Areas over the next five years;
- ◆ An explanation of how these goals, objectives, projects and expenditures will eliminate blight in the Project Areas;
- ◆ A discussion of how the same will increase and improve the supply of affordable housing to very low, low and moderate income households; and
- ◆ A housing compliance plan (incorporated as Section Two), which identifies:
 - Current funds available in, and projected deposits to, the Housing Fund.
 - The number of new, rehabilitated, or price-restricted housing units to be assisted during each of the five years, and estimates of the expenditures of monies from the Housing Fund.

- Estimates of the number of new, substantially rehabilitated, or price-restricted residential units to be developed or purchased both over the term of this Plan and during the next ten years, and the number of such units of very low, low, and moderate income households required to be developed to comply with Section 33413(b)(2) of the Law.
- The number of units of very low, low, and moderate income households which have been developed which meet the requirements of Section 33413(b) (2) of the Law.
- Estimates of the number of Agency-developed units which will be constructed during the next five years and be governed by Section 33413(b)(1) of the Law, and the number of units reserved for very low, low, and moderate income households.

II. BACKGROUND

PROJECT AREA 1

Project Area 1 encompasses some 1,987 acres of the City's central business core (Figure I-1). It is generally bounded by Mission Road, Richmar Avenue, Rock Springs and Knob Hill Roads on the north; Discovery Street and Barham Drive to the south; Pacific Street to the west; and the San Marcos-Escondido corporate limits on the east.

The Redevelopment Plan for Project Area 1 was originally adopted on July 12, 1983, pursuant to Ordinance No. 83-604. It was amended in July, 1993 (Ordinance No. 93-951) to increase the tax increment limit imposed by the original plan.

In terms of zoning, 23% of Project Area 1 is zoned for either the San Marcos Creek Specific Plan or the University District Specific Plan. Approved by the City Council in 2007, but still pending permits from various State and Federal agencies, the San Marcos Creek Specific Plan is a 214-acre, mixed-use area using form-based codes entirely within Planning Area 1. The University District Specific Plan is a 194-acre, mixed-use area also using form-based codes. Approximately, one-third of the University District Specific Plan area east of S. Twin Oaks Valley Road is in Planning Area 1. The remainder of the University District Specific Plan area west of S. Twin Oaks Valley Road is in Planning Area 2. Outside of the Specific Plan areas, 23% of Project Area 1 is zoned for residential use. Industrial zoning accounts for 32% of the project area, while acreage zoned for commercial use accounts for a further 17%. The balance of the area is comprised of street rights-of-ways and other public facilities.

Ordinance 94-972, which implements the required time limitations, stipulates that the Project Area 1 Redevelopment Plan will expire and be of no further effect in 2023. It further prohibits the incurring of indebtedness after January 1, 2004 and precludes the allocation of tax increment from this project area to the Agency starting in 2033. However, in November of 2003 in accordance with Health and Safety Code Section 33333.6(e) (2), the Agency Board adopted Ordinance No. 2003-1211, which eliminated the time limit to establish debt in order to fully develop the potential of the Project Area. By eliminating the time limit to establish debt, the Agency was required to make statutory pass-through payments to any taxing entity that did not have an existing tax-sharing agreement at the time. The Agency had existing pass-through agreements with all but four agencies in Project Area 1. These four agencies, the Rincon Del Diablo Municipal Water District, Escondido Elementary and High School Districts and the Vista Irrigation District are present in only a small portion of the Project Area and each has a very low tax rate. Thus, the financial to these agencies are minimal: less than \$99,000 total over the remaining life of the Project Area.

The time limits for this project are:

Termination of Plan:	July 12, 2023
Incurring of Debt:	N/A
Tax Increment Collection:	2033
Commencement for eminent domain proceedings:	Expired
Repay indebtedness with property tax proceeds:	July 12, 2034

The Project Area 1 Redevelopment Plan, as amended, also states that the tax increment accruing to the Agency over the life of Project Area 1 shall not exceed \$600,000,000, adjusted for inflation pursuant the Consumer Price Index. It also provides that the Agency's outstanding bonded indebtedness payable from tax increment derived from Project Area 1 shall not exceed \$100,000,000, adjusted for inflation.

PROJECT AREA 2

Project Area 2 is comprised of five discrete "sub areas" ("A", "B1", "B2", "C" and "D") totaling 1,853 acres in west, central and south San Marcos (Figure I-1).

The Redevelopment Plan for this project area was adopted pursuant to Ordinance 85-662 on July 19, 1985. It was amended on June 24, 1986 to delete sub area "C2", consisting of several hundred acres in north Twin Oaks Valley.

In terms of zoning, 60% of Project Area 2 is zoned for specific plans, primarily the University District Specific Plan area and the campus for California State University at San Marcos. Approved by the City Council in late 2009, the University District Specific Plan is a 194-acre, mixed-use area using form-based codes. Approximately, two-thirds of the University District Specific Plan area west of S. Twin Oaks Valley Road and is in Planning Area 2. The remainder of the University District Specific Plan area east of S. Twin Oaks Valley Road is in Planning Area 1. Outside of the specific plan areas, 20% of Project Area 2 is zoned for residential use. Industrial zoning accounts for 6% of the project area, while acreage zoned for commercial use accounts for a further 7%. The balance of the area is comprised of street rights-of-ways and other public facilities.

The time limits for this project are:

Effectiveness of Plan:	2025
Termination of Plan:	July 19, 2025
Incurring of Debt:	2005
Tax Increment Collection:	2035
Commencement for eminent domain proceedings:	Expired
Repay indebtedness with property tax proceeds:	July 19, 2036

The redevelopment plan for Project Area 2 limits the Agency's collection of tax increment over the life of the Area to \$200,000,000, adjusted for inflation. It further limits the Agency's outstanding bond debt payable with tax increment from the project area to \$100,000,000, adjusted for inflation.

PROJECT AREA 3

Project Area 3 totals 6,355 acres bounded generally by Mission Road, Discovery Street and Barham Drive on the north; San Marcos Boulevard and the City's incorporated limits to the south; the City limits to the east and Poinsettia Avenue and Rancho Santa Fe Road on the west (Figure 1).

The Redevelopment Plan for this area was adopted on July 11, 1989, pursuant to Ordinance 89-820.

More than three quarters of Project Area 3 is zoned for residential use. Commercial and office zoning collectively account for approximately 1.5% of the Area, while acreage zoned for industrial activity comprises slightly less than 7%. The balance of the Project Area is reserved for public facilities.

The time limits for this project are:

Termination of Plan:	July 11, 2029
Incurring of Debt:	2009
Tax Increment Collection:	2039
Commencement for eminent domain proceedings:	Expired
Repay indebtedness with property tax proceeds:	July 11, 2040

The Project Area 3 Redevelopment Plan limits the Agency's collection of tax increment to \$50,000,000 per year, adjusted for inflation. As in Project Areas 1 and 2, outstanding bond debt payable from Project Area 3 proceeds is limited to \$100,000,000.

EXTENSION OF PROJECT AREA EFFECTIVENESS DATES AND TAX INCREMENT COLLECTION BY EDUCATION REVENUE AUGMENTATION FUND (ERAF) OF 2003

On September 1, 2003, the Governor signed into law SB 1045, which increases Redevelopment Agencies' annual Education Revenue Augmentation Fund (ERAF) contributions. The legislation is codified in Section 33333.6 of the Health and Safety Code. In addition to spelling out the increase in the ERAF contributions, Section 33333.6 permits a redevelopment agency making an ERAF contribution pursuant to SB 1045 to extend, by one year each, the existing time limits on both a redevelopment plan effectiveness date and the final date an agency can receive of tax increment from a Project Area. In November 2003, the City of San Marcos Redevelopment Agency adopted Ordinance No. 2003-1208, -1209 and -1210, extending by one year each the existing time limits on all three redevelopment plan effectiveness and receipt of tax increment dates pursuant to Section 33333.6(e)(2)(c) of the Redevelopment Law. The Agency will continue to take advantage of this allowance as long as it is obligated to make ERAF contributions. Under this new regulation, the effectiveness dates of the Agencies three Project Areas is as follows:

Project Area 1:	New Effectiveness of Plan Date:	2024
	New Tax Increment Collection Date:	2034
Project Area 2:	New Effectiveness of Plan Date:	2026
	New Tax Increment Collection Date:	2036
Project Area 3:	New Effectiveness of Plan Date:	2030
	New Tax Increment Collection Date:	2040

THE 2009 SPECIAL EDUCATION REVENUE AUGMENTATION FUND (SERAF)

On July 28, 2009, the Governor signed into law AB X4-26, which requires additional contributions from Redevelopment Agencies for the Special Education Revenue Augmentation Fund (SERAF). The Agency's share of SERAF for fiscal year 2009-10 is \$20,201,520 and for fiscal year 2010-11 is \$4,159,137 for a total SERAF share of \$24,360,657.

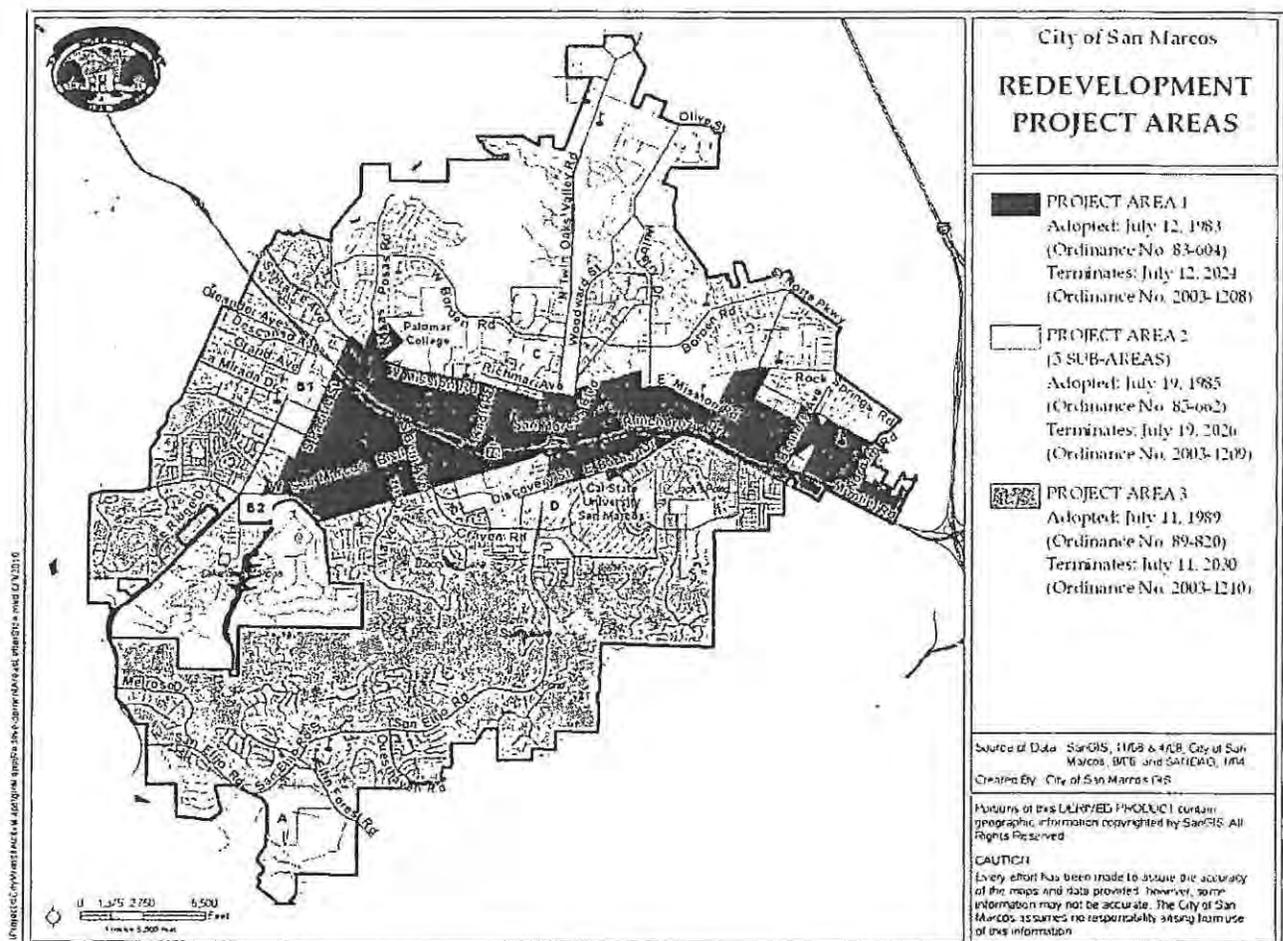
Increment 1:	Fiscal year	2009-2010
	Date required:	May 10, 2010
	Amount required	\$20,201,520
Increment 2:	Fiscal year	2010-2011
	Date required:	May 10, 2011
	Amount required	\$4,159,137

The effects of the SERAF levy are still being assessed. However, the seizure of RDA funds via the SERAF will deliver a potentially devastating blow to redevelopment efforts in San Marcos.

POPULATION ESTIMATES

As of the 2000 Census, the City of San Marcos population was 54,977. At the time of the Census, San Marcos' population aged 65 years and older was 6,487 (11.8%). The median age of the City's population in 2000 was 32.1 years. As of June 2010 according to the San Diego Association of Governments (SANDAG), the City of San Marcos population had increased to 83,149. San Marcos' population aged 65 years and older had also grown to 10,471 (12.5%). The median age of the City's population had also increased to 34.5 years.

Figure I-1: San Marcos Agency Project Area Map



III. GOALS & OBJECTIVES

The Agency's Redevelopment Plan delineates specific redevelopment goals with regard to each of the three project areas. The following common goals and objectives (not necessarily listed in order of priority) describe the overall strategy for this Implementation Plan and will serve as a guide for the Agency's activities during the next five years:

- A. Remove Blight. To eliminate and prevent the spread of blight and deterioration and to conserve, rehabilitate, and redevelop the Project Areas in accordance with the Redevelopment Plans and the Capital Improvement Program (CIP).
- B. Encourage Stakeholder Participation. To encourage the cooperation and participation of residents, the business and economic development communities, public agencies and community organizations in the revitalization of the Project Areas.
- C. Encourage Private Sector Investment. To encourage private sector investment in the development and redevelopment of the Project Areas.
- D. Expand Economic Base and Employment Opportunities. To promote and expand activities designed to attract and retain desirable business and industry which effectively improve employment opportunities for residents and enhance the tax base of local government.
- E. Promote Compatible Development. To encourage the development of residential, commercial, and industrial environments which relate positively to adjacent land uses and upgrade and stabilize existing uses.
- F. Develop Distinct Commercial Districts. To provide for the development of distinct commercial districts, to attain consistent image and character, and to enhance their economic viability.
- G. Improve Community Facilities. To provide needed improvements to the community's education, cultural and other community facilities to better serve the Project Areas.
- H. Assemble and Re-parcel Property. To remove impediments to land assembly and development through acquisition and re-parceling of land into reasonably sized and shaped parcels.
- I. Expand Resources for Land Development. To expand the resource of developable land by making underutilized public and privately owned property available for redevelopment.
- J. Coordinate Revitalization and Community Development Activities. To coordinate revitalization efforts in the Project Areas with other public programs of the City and other public agencies.
- K. Improve Architectural, Landscape, and Urban Design Standards. To achieve an environment reflecting a high level of concern for architectural, landscape, and urban design principles appropriate to the objectives of the Plan.

- L. Improve Public Infrastructure. To provide needed improvements to the utility infrastructure and public facilities serving the Project Areas.
- M. Address Traffic Circulation Deficiencies. To improve traffic circulation through the reconstruction and improvement of existing streets in the Project Areas.
- N. Provide Affordable Homeownership Opportunities. To improve housing and assist low and moderate-income persons and families to obtain homeownership.
- O. Increase and Improve Affordable Housing Opportunities. To promote the rehabilitation of existing housing stock where appropriate and promote development of high quality, safe and affordable housing.
- P. Promote Transit Oriented Development. To improve the effective utilization of mass transit systems by designing redevelopment around access to transit within the Project Areas.
- Q. Promote Environmentally Responsible and Sustainable Redevelopment. To promote environmentally responsible and sustainable redevelopment within the Project Areas.

IV. BLIGHTING CONDITIONS

The Agency's redevelopment project areas were established to address conditions of blight as defined by the Law; Sections 33030 and 33031 of the Law define physical and economic blight as:

- A. Unsafe/Dilapidated/Deteriorated Buildings. Buildings in which it is unsafe or unhealthy for persons to live or work. These conditions can be caused by serious building code violations, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, or other similar factors.
- B. Physical Conditions that Limit the Economic Viability and Use of Lots/Buildings. Factors that prevent or substantially hinder the economically viable use or capacity of buildings or lots. This condition can be caused by substandard design, inadequate size given present standards and market conditions, lack of parking, or other similar factors.
- C. Incompatible Uses. Adjacent or nearby uses that are incompatible with each other and which prevent the economic development of those parcels or other portions of the project area.
- D. Lots of Irregular Shape, Inadequate Size, and Under Multiple Ownership. The existence of subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership.
- E. Inadequate Public Infrastructure/Facilities. Provided that other conditions of physical and economic blight are present, the existence of inadequate public improvements, parking facilities, or utilities.
- F. Depreciated/Stagnant Property Values; Impaired Investments. Depreciated or stagnant property values or impaired investments, including, but not necessarily limited to, those properties containing hazardous wastes that require the use of agency authority as specified in Article 12.5 (commencing with Section 33459).
- G. High Business Turnovers and Vacancies/Low Lease Rates/Abandoned Buildings/Vacant Lots. Abnormally high business vacancies, abnormally low lease rates, high turnover rates, abandoned buildings, or excessive vacant lots within an area developed for urban use and served by utilities.
- H. Lack of Commercial Facilities. A lack of necessary commercial facilities that are normally found in neighborhoods, including grocery stores, drug stores, banks, and other lending institutions
- I. Residential Overcrowding/Excess Bars, Liquor Stores, Adult Businesses. Residential overcrowding or an excess of bars, liquor stores, or other businesses that cater exclusively to adults, which has led to problems of public safety and welfare.
- J. High Crime Rates. A high crime rate that constitutes a serious threat to the public safety and welfare.

V. FINANCIAL RESOURCES/FIVE YEAR PROGRAMS & EXPENDITURES

BACKGROUND

Financial resources available to fund redevelopment activities in the project areas typically include tax increment, bond and loan proceeds, land lease revenues and interest earnings. Repayment of bonded debt, housing set-asides, and financial obligations to other taxing entities make the greatest claims on those revenues.

NON-HOUSING FINANCIAL RESOURCES

Tables A-1 through A-3 (following page) summarize the Agency's projected tax increment revenues and scheduled financial obligations, by project area, during the five-year Implementation Plan period.

NON-HOUSING FIVE-YEAR PROGRAMS AND EXPENDITURES

Unencumbered non-housing revenues will be leveraged and applied to those components of the City's Capital Improvement Program which benefit one or more of the Agency's project areas. They could also be used in a manner consistent with Community Redevelopment Law to assist in the realization of unforeseen economic development opportunities as they present themselves (i.e., through the provision of financial incentives to owner-participants). The particular redevelopment goals and objectives advanced, and the conditions of blight eliminated would vary, depending on the specific nature of such activities, should revenue exist to fund them.

HOUSING SET-ASIDE FUNDS

In order to make most effective use of financial resources and with Resolution 2001-329, the RDA Board authorized that Housing Set-Aside funds collected from a project area could be used outside of the project area and within the City if a finding is made that it would benefit the project area. Pursuant to a stipulated judgment with the Legal Aid Society of San Diego (the "Leitch Agreement"), the Agency has, since 1990, contributed to the Housing Fund in each of its project areas at a rate higher than that prescribed by law (22% in Project Areas 1 and 2 and 24.7% in Project Area 3).

**Tax Increment Revenues & Income Allocation
(Fiscal year 2010/11 through 2014/15)**

TABLE I-A-1
Project Area 1

Fiscal Year	Projected Tax Increment Revenue	Other Revenue	Administrative Expenditures	Non-Housing Fund Debt Service	Agency Pass Through	SERAF	Housing Fund Set-Aside (@22%)	Available Increment
2010/11	15,781,582	537,912	(464,573)	(8,547,523)	(3,966,475)	(1,090,744)	(3,471,948)	(1,221,769)
2011/12	15,781,582	571,555	(467,660)	(8,482,183)	(3,968,166)	-	(3,471,948)	(36,820)
2012/13	16,097,213	595,377	(492,506)	(8,428,267)	(4,761,762)	-	(3,541,387)	(531,332)
2013/14	16,538,474	607,285	(502,356)	(8,398,488)	(4,994,369)	-	(3,638,464)	(387,919)
2014/15	17,283,831	619,430	(512,403)	(8,393,381)	(5,253,416)	-	(3,802,443)	(58,382)
Total	81,482,682	2,931,559	(2,439,498)	(42,249,842)	(22,944,188)	(1,090,744)	(17,926,190)	(2,236,221)

TABLE I-A-2
Project Area 2

Fiscal Year	Projected Tax Increment Revenue	Other Revenue	Administrative Expenditures	Non-Housing Fund Debt Service	Agency Pass Through	SERAF	Housing Fund Set-Aside (@22%)	Available Increment
2010/11	10,305,852	523,797	(422,809)	(3,860,256)	(2,601,803)	(836,975)	(2,267,287)	840,519
2011/12	10,305,852	426,097	(425,796)	(3,860,502)	(4,239,409)	-	(2,267,287)	(61,045)
2012/13	10,511,969	378,602	(449,676)	(3,854,202)	(4,896,173)	-	(2,312,633)	(622,113)
2013/14	10,836,506	386,174	(458,670)	(3,819,152)	(5,138,969)	-	(2,384,031)	(578,142)
2014/15	11,321,346	393,898	(467,843)	(3,820,937)	(5,391,241)	-	(2,490,696)	(455,474)
Total	53,281,525	2,108,568	(2,224,794)	(19,215,049)	(22,267,595)	(836,975)	(11,721,936)	(876,256)

TABLE I-A-3
Project Area 3

Fiscal Year	Projected Tax Increment Revenue	Other Revenue	Administrative Expenditures	Non-Housing Fund Debt Service	Agency Pass Through	SERAF	Housing Fund Set-Aside (@24.7%)	Available Increment
2010/11	29,559,169	502,356	(540,171)	(8,586,654)	(11,683,825)	(2,231,418)	(7,301,115)	(281,658)
2011/12	29,559,169	400,356	(543,158)	(8,583,826)	(11,429,800)	-	(7,301,115)	2,101,626
2012/13	30,150,353	350,801	(569,556)	(8,582,240)	(11,497,327)	-	(7,447,137)	2,404,894
2013/14	31,413,953	357,817	(580,947)	(8,460,515)	(11,895,077)	-	(7,759,246)	3,075,985
2014/15	32,810,971	364,973	(592,566)	(8,455,053)	(12,296,896)	-	(8,104,310)	3,727,120
Total	153,493,615	1,976,303	(2,826,398)	(42,668,288)	(58,802,925)	(2,231,418)	(37,912,923)	11,027,966

AVAILABLE INCREMENT	7,915,489
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As of June 30, 2010, the aggregate balance of the Agency's Housing Funds is projected to be **\$7,915,489** through FY 2014/15.

FIVE-YEAR HOUSING PROGRAMS AND EXPENDITURES

Table I-B-1 below summarizes the set-aside funds expected to be available for affordable housing programs over the next five years. Shown against that income are scheduled debt service and other long-term loans. Based on current projections as of June 30, 2010, a total of **\$27,403,404** should be available to fund the Agency's very low, low and moderate income housing activities over the next 5 years. The Agency's proposed affordable housing activities and expenditures are detailed in the Housing Compliance Plan, which comprises Part Two of this document.

Housing Fund Revenues and Scheduled Debt (Fiscal year 2010/11 through 2014/15)

TABLE I-B-1

Total Project Areas Combined

Fiscal Year	Set-Aside Deposits (1)	Other Revenue	SERAF Loan Repayment	Housing Fund Debt Service	Administrative Expenditures	Low Mod Housing Expenditures	Balance
2010/11	13,040,350	770,053	-	(1,192,696)	(1,050,151)	(28,406,893)	(16,839,337)
2011/12	13,040,350	770,053	-	(1,192,111)	(1,038,635)	(10,447,085)	1,132,572
2012/13	13,301,157	780,268	-	(1,190,061)	(1,096,430)	(16,320,000)	(4,525,066)
2013/14	13,781,742	795,873	-	(1,186,546)	(1,129,399)	(12,450,000)	(188,330)
2014/15	14,397,449	811,791	20,220,665	(1,186,425)	(1,160,987)	(450,000)	32,632,493
Total	67,561,048	3,928,038	20,220,665	(5,947,839)	(5,475,602)	(68,073,978)	12,212,333
Projected June 30, 2010 Balance							15,191,071
Net Funds Available 2010-2015							27,403,404

(1) Set Aside deposits are as follows: (PA #1 22%) (PA #2 22%) and (PA #3 24.7%)

PART TWO - HOUSING COMPLIANCE PLAN

I. INTRODUCTION

This document is the Housing Affordability Compliance Plan for Project Areas 1, 2 and 3 of the San Marcos Redevelopment Agency. It has been prepared to meet the requirements of Health and Safety Code Sections 33413(b)(4) and 33334.4.

The Law requires that this Plan set forth the Agency's program for ensuring that the number of inclusionary and replacement affordable housing units required by law are constructed within its three project areas over the next ten (10) years. Toward that end, the Plan has been drafted to accomplish the following:

- Assess existing affordable housing production needs resulting from the construction or substantial rehabilitation of housing within the Project Areas since the date of their adoption;
- Determine the number of affordable housing units constructed or substantially rehabilitated by private parties and the Agency within the Project Areas since their adoption;
- Estimate the number of housing units to be *privately* developed, substantially rehabilitated or destroyed within the Project Areas over the next ten (10) years and the number of units to be reserved for very low, low and moderate income households pursuant to Section 33413(b)(2);
- Estimate the number of housing units to be developed, substantially rehabilitated or destroyed within the Project Areas *by the Agency* over the next 5 years and the number of units to be reserved for very low, low and moderate income households pursuant to Section 33413(b)(1);
- Estimate the current availability of funds in, and projected deposits to, the Housing Funds;
- Identify implementation policies and programs for affordable housing development;
- Establish a schedule of actions for implementing this Plan to ensure that the requirements of Section 33413 for the next ten (10) years are met during that period; and
- Review the affordable housing goals, objectives, and programs contained in the City of San Marcos Housing Element to confirm that this Plan is consistent with that document.

II. LEGAL REQUIREMENTS

Section 33413(b)(4) requires all redevelopment agencies to adopt and periodically update a plan to ensure compliance with the existing criteria of Section 33413 regarding the affordability mix of new or rehabilitated housing units.

Since 1976, redevelopment agencies have been required to assure that at least thirty percent (30%) of all new or rehabilitated units developed by them directly are available at affordable costs to households of low (51%-80% of area median income) or moderate (81%-120% of area median income) income. Of this thirty percent (30%), not less than fifty percent (50%) of the dwelling units (or 15% of the total developed/rehabilitated by the agency in the project area) are required to be available at affordable costs to very low-income (50% or below of area median income) households. Further, Section 33413 requires that at least fifteen percent (15%) of all new or rehabilitated dwelling units developed within each project area by entities other than a redevelopment agency be made available at affordable costs to low or moderate income households. Of that figure, not less than forty percent (40%) of the dwelling units (or 6% of the total privately-developed/ rehabilitated units in the project area), are required to be available at affordable costs to very low-income households. These requirements are applicable to housing units in the aggregate and not on a project-by-project basis unless so required by an agency.

The Leitch Judgment augments the preceding requirements and other applicable provisions of the Law in the following particulars, which will guide the Agency's actions over the term of this Plan:

- Increases the percentage of tax increment that must be deposited to the Agency's Housing Funds;
- Applies lower income limits to the determination of "very-low," "low" and "moderate" income; and
- Requires that at least fifty percent (50%) of all units developed, acquired and/or rehabilitated annually (by the Agency *or* others with Agency assistance) be for households meeting its more restrictive definition of "very low" income;
- Limits the percentage of housing fund monies expended for rent subsidies; and
- Defines "longest feasible time" (w/regard to affordability covenants) to mean the longer of the duration of land use controls in the Project Areas or 30 years, unless the Law subsequently specifies a longer period

The Law requires that Housing Compliance Plans contain the contents prescribed by Section 33490(a)(2) & (3), including an indication of the number of very low, low and moderate housing units meeting the requirements of Section 33413(b)(2) which have been developed within a Project Area. Housing Compliance Plans must further include estimates of the following:

- The number of new, substantially rehabilitated restricted residential units to be developed or purchased within the Project Area in the next ten (10) years, as well as over the duration of the Redevelopment Plans. Of these:
 - The number of units for very low income households; and
 - The number of units for low and moderate-income households.
- The number of units to be developed or substantially rehabilitated by the Agency in the next five (5) years. Of these:
 - The number of units for very low income households; and
 - The number of units for low and moderate-income households.

Compliance Plans must be consistent with the jurisdiction's housing element. They must also be reviewed and, if necessary, amended at least every five (5) years, concurrent with either the housing element cycle or the implementation plan cycle.

If, at the end of each ten (10) year period, affordable housing production estimates are not realized, the Law requires that the Agency meet the production goals on an annual basis until the requirements for the ten (10) year period are met. Should the Agency exceed the production requirements within the ten (10) year period, the Law permits the Agency to count "excess" units toward the production requirements of the next ten (10) year period.

The Law provides that the Agency may satisfy its affordable housing production requirements by aggregating units in one or more project areas, provided that the Agency finds, based on substantial evidence, after a public hearing, that the aggregation will not cause or exacerbate racial, ethnic, or economic segregation. It is the Agency's intent to make these required findings as part of the public hearing process to adopt the Five-Year Implementation Plan. Therefore, the Compliance Plan, which follows, assumes the aggregation of units in Project Areas 1, 2 and 3.

III. AFFORDABLE HOUSING REQUIRED AND PRODUCED

A. AFFORDABLE HOUSING REQUIREMENT TO DATE (Project Area Adoption through June, 2010)

Section 33413 requires that this Plan take into account all residential construction or substantial rehabilitation that has occurred within the Agency's Project Areas since their adoption, to ascertain current affordable housing production requirements.

For all redevelopment project areas adopted after January 1, 1976, Health and Safety Code Section 33413 requires that affordable housing be provided in conjunction with: (a) the destruction or removal of existing affordable dwelling units within a project area through the direct or indirect involvement of a redevelopment agency; and (b) the development of new or substantially rehabilitated dwelling units within a project area by an agency or others.

This section identifies the number of dwelling units that have been destroyed/removed, constructed, or substantially rehabilitated within the Project Areas to date. It concludes with a calculation of the Agency's aggregate affordable housing production requirement from project area adoption to present.

1. Dwelling Units Destroyed or Removed Directly or Indirectly by Agency to Date

- As of the date of this Plan, the Agency had not directly destroyed or removed any affordable dwelling units housing persons and families of very low, low and moderate income.

2. Total Dwelling Units Constructed Within the Project Areas to Date

- As shown in Tables II-1-A through II-1-C on the following pages, the aggregate number of privately constructed housing within the Project Areas as of June 2010 is **12,757 units**, an increase of 4,624 units since the 8,133 total submitted in the previous RDA Five Year Implementation Plan.
- During the last five years, the Agency itself has not constructed any multi-family projects or units. Therefore, the Agency total housing units constructed since the creation of the Project Areas remains at **34 units**.
- The total number of new units produced within the Project Areas since the creation of the Project Areas as of June 2010 is **12,791 units**, as shown in Table II-2 below.

Table II-1-A
Privately Created Housing Units
Planning Area 1
Project Area Adoption to end of FY 2009/10 (June 30, 2010)

Year	SFR	Duplex	Apartment	Condo	Townhouse	Total
1983	0	0	0	0	0	0
1984	3	0	210	0	0	213
1985	1	0	96	72	0	169
1986	0	0	1,372	96	0	1,468
1987	0	0	237	0	0	237
1988	0	0	0	0	0	0
1989	0	0	136	0	0	136
1990	13	0	155	57	0	225
1991	35	0	0	73	0	108
1992	0	0	0	0	0	0
1993	0	0	0	0	0	0
1994	0	0	0	0	24	24
1995	0	0	0	0	0	0
1996	0	0	0	0	0	0
1997	3	0	0	0	0	3
1998	0	0	0	0	0	0
1999	2	0	102	0	0	104
2000	1	0	0	0	0	1
2001	59	0	48	0	0	107
2002	19	0	192	0	0	211
2003	0	0	0	0	0	0
2004	1	0	9	0	0	10
2005	3	0	0	16	0	19
2006	5	0	0	0	0	5
2007	1	26	0	0	0	27
2008	1	0	0	0	0	1
2009	0	0	103	0	0	103
2010	0	0	0	0	0	0

PA 1 TOTAL 3,171

Table II-1-B
Privately Created Housing Units
Planning Area 2
Project Area Adoption to end of FY 2009/10 (June 30, 2010)

Year	SFR	Duplex	Apartment	Condo	Townhouse	Total
1983	0	0	0	0	0	0
1984	0	0	0	0	0	0
1985	0	6	0	0	0	6
1986	0	30	45	0	0	75
1987	68	0	4	12	0	84
1988	43	0	70	0	0	113
1989	83	0	0	0	0	83
1990	23	10	0	0	0	33
1991	0	0	0	0	0	0
1992	0	0	0	0	0	0
1993	84	0	0	0	0	84
1994	1	0	0	0	0	1

1995	0	0	38	0	0	38
1996	1	0	0	0	0	1
1997	0	0	0	0	0	0
1998	26	0	62	0	0	88
1999	29	0	168	75	0	272
2000	0	0	0	0	0	0
2001	44	0	0	0	0	44
2002	170	0	240	0	0	410
2003	96	0	0	102	0	198
2004	111	0	120	166	0	397
2005	23	0	0	0	0	23
2006	24	0	0	0	0	24
2007	28	0	0	0	0	28
2008	0	0	0	0	0	0
2009	11	0	0	0	0	11
2010	1	0	0	0	0	1

PA 2 TOTAL 2,008

**Table II-1-C
Privately Created Housing Units
Planning Area 3
Project Area Adoption to end of FY 2009/10 (June 30, 2010)**

Year	SFR	Duplex	Apartment	Condo	Townhouse	Total
1983	0	0	0	0	0	0
1984	0	0	0	0	0	0
1985	0	0	0	0	0	0
1986	0	0	0	0	0	0
1987	0	0	0	0	0	0
1988	0	0	0	0	0	0
1989	91	0	0	0	0	91
1990	126	0	0	0	0	126
1991	60	0	0	0	0	60
1992	208	0	0	0	0	208
1993	210	0	0	0	0	210
1994	171	0	0	0	0	171
1995	214	0	0	0	0	214
1996	123	0	0	0	0	123
1997	110	0	0	0	0	110
1998	175	0	0	0	0	175
1999	160	0	109	0	0	269
2000	132	0	0	0	0	132
2001	440	0	0	0	0	440
2002	397	0	86	0	84	567
2003	289	6	176	538	40	1,049
2004	707	4	362	596	21	1,690
2005	335	0	700	293	0	1,328
2006	190	0	2	0	100	292
2007	174	0	0	27	0	201
2008	52	0	0	0	0	52
2009	36	2	0	0	0	38
2010	13	8	0	11	0	32

PA 3 TOTAL 7,578
GRAND TOTAL 12,757

3. Dwelling Units Substantially Rehabilitated Within the Project Areas to Date

As detailed in paragraph B (2) below, a total of 445 units meeting the definition of Section 33413(b) (2) (A) (iii) or (iv) of the Law have been substantially rehabilitated, with Agency assistance, within the Project Areas to date.

4. Affordable Housing Units Required to Date

Section 33413(b)(2) requires that at least fifteen percent (15%) of all new and substantially rehabilitated dwelling units constructed within a project area by private parties or public entities other than a redevelopment agency must be made available at affordable rates to persons and families of very low, low or moderate income. Of these, not less than forty percent (40%)--or six percent (6%) of all units constructed or rehabilitated in the project area--must be affordable to very low-income households. Again, Leitch modifies this "very low" requirement to fifty percent (50%)--or seven and a half per cent (7.5%)--of all units.

Section 33413(b)(1) further requires that at least thirty percent (30%) of all new or substantially rehabilitated units developed by an Agency must be made available at affordable rates to persons or families of very low, low or moderate income. Of these, not less than fifty percent (50%)--or fifteen percent (15%) of all units constructed or rehabilitated in the project area--must be affordable to very low-income households.

Based on the information in Table II-2 below, the Agency's aggregate affordable housing requirement through June 30, 2010 is **1980 units**, calculated and distributed among income groups as shown.

TABLE II-2

<i>Affordable Housing Requirement</i>									
<i>San Marcos Redevelopment Agency Project Areas 1, 2, and 3</i>									
<i>Project Area Adoption through June 30, 2010</i>									
	No. Units Produced/ Substantially Rehabilitated	Affordability Factor	Subtotal Nb. Units Required	Nb. Units Destroyed/ Removed	Affordability Factor	Subtotal No. Units Required	Total No. Affordable Units Required	Required No. Very Low Income Units (@50% & below)	Required No. Low & Mod. Income Units (@51 - 120%)
Agency	34	0.30	10.2	0	1.0	0	10.2	5.1	5.1
Others	12,757	0.15	1913.55	56	1.0	56	1970.0	985.0	985.0
Total	12,791		1923.75	56		56	1980.2	990.1	990.1

B. AFFORDABLE HOUSING DWELLING UNITS DEVELOPED OR REHABILITATED DURING PREVIOUS (1983-2004) AND MOST RECENT (2005-2010) IMPLEMENTATION PERIODS

1. Units Developed

- **1983 to 2004:** During the period from the creation of the first Project Area in July 1983, through June 2004, a total of 1,231 new affordable housing units were built or new covenants created in the three Project Areas. These units are described in previous 5-year Plans and are listed in Table II-3- A below. They include:

<u>New Construction multi-family or senior rental</u>	
Grandon Village	160 units
Hacienda Vallecitos	10 units
The Knolls	62 units
Northwoods	3 units
Paseo del Oro	96 units
Prominence Apartments	39 units
Royal Oaks	12 units
Terra Cotta Apartments –	166 units
Ventaliso Apartments	<u>23 units</u>
Total	571 units
<u>Agency-created multi-family rental</u>	34 units
<u>Covenants of affordability - mobile homes</u>	623 units
<u>Mortgage Credit Certificates</u>	<u>3 units</u>
Grand total	1,231 units

- **2004 to 2010:** Over the past five fiscal years, a total of 801 new affordable housing units were built or new covenants created in the three Project Areas and are listed in Table II-3- B below. They include:

<u>New Construction multi-family or senior rental</u>	
Copper Creek –	202 units
Melrose Village –	113 units
Rancho Santa Fe Village –	120 units
Sage Canyon Apartments–	71 units
Camden Old Creek Apartments -	53 units
Las Flores Village -	100 units
Woodland Village -	31 units
Autumn Terrace	<u>100 units</u>
Total	790 units
<u>New Construction multi-family for-sale</u>	0
<u>Agency-created multi-family rental</u>	0
<u>Covenants of affordability - mobile homes</u>	
Covenants lost	(-3)
New covenants	<u>50</u>

Total	47
<u>Mortgage Credit Certificates</u>	<u>12 units</u>
Grand total	849 units

From 2004 to 2010, a total of 50 new covenants of affordability have been recorded on mobile home units through the Agency's mobile home conversion program. Three (3) covenants that had been previously recorded against mobile homes were lost due to owner default.

- In 2009, a total of 48 new deed restrictions were recorded in the Palomar Estates East and Palomar Estates West mobilehome communities.

Since 2004, six private apartment projects (Copper Creek, Melrose Village, Sage Canyon Apartments, Camden Old Creek Apartments, Las Flores Village, Autumn Terrace) and two senior housing facilities (Rancho Santa Fe Village and Woodland Village) totaling over 790 units were constructed in or adjacent to the Project Areas. All of the 790 units have covenants of affordability recorded against them.

- In 2005, Copper Creek Apartments was completed in Project Area 3, adding 202 affordable family housing units to the City.
- In 2005, Melrose Village was completed in Project Area 3, adding 113 affordable family housing units to the City.
- In 2005, Rancho Santa Fe Village was completed in Project Area 2, adding 120 affordable senior housing units to the City. This is a mixed-use development which combines 120 units of housing with a retail component.
- In 2005, Sage Canyon Apartments was completed in Project Area 3, adding 71 affordable family housing units to the City.
- In 2006, Camden Old Creek Apartments was completed, adding 53 affordable family housing units to the City in a luxury apartment that is primarily market rate.
- In 2006, Las Flores Village was completed in Project Area 3, adding 100 affordable family housing units to the City.
- In 2006, Woodland Village was completed, adding 31 affordable senior housing units to the City in a mixed-use development that is primarily market rate.
- In 2010, Autumn Terrace was completed in Project Area 1, adding 100 affordable family housing units to the City in a mixed-use development

which combines 100 units of affordable housing with a 7,500 square foot retail component in the City's first LEED-certified affordable housing project.

- Twelve (12) Mortgage Credit Certificates entailing deed restriction of the affected single-family units have also been issued within the Project Areas during the last five years. This brings the aggregate total to 15 to date.
- During the last five years the Agency created 0 new affordable multi-family units. The Agency aggregate total remains at thirty-four (34) units to date.
- The combined total of new (new construction multi-family/senior rental, new construction multi-family for sale, Agency created multi-family rental, covenants on mobile homes, Mortgage Credit Certificates) affordable housing units produced within the Project Areas from July 1983 to June 2010, with covenants recorded, is **2,080 total units**.

2. Units Substantially Rehabilitated

- 1983 - 2004: During this time frame, the following multi-family complexes were substantially rehabilitated with Agency assistance within the Project Areas:

El Dorado (formerly El Cid) Apartments in 1997 –	17 units
Villa Serena (formerly Lido/Imperial) Apartments in 1998 –	136 units
Mariposa (formerly San Marcos Gardens) Apartments in 1998 –	70 units
Sierra Vista (formerly Autumn Ridge) Apartments in 2000 –	<u>190 units</u>
Total	413 units

- 2005 - 2010: During the last five years one multi-family complex has been substantially rehabilitated with Agency assistance within the Project Areas:

Sage Pointe (formerly Autumn Park Apartments) in 2010 -	<u>32 units</u>
Total	32 units

Altogether, the Agency has assisted in the creation of a total of **445 rehabilitated units since 1983**.

3. Total Number of Units Produced and Substantially Rehabilitated

Affordable housing produced or substantially rehabilitated within the Project Areas to date totals **2,525 units** as shown below. Table II- 4 below lists these units by project and income restriction.

1983 to 2004 produced	1,231
2004 to 2010 produced	849
1983 to 2004 rehabilitated	413

2004 to 2010 rehabilitated	<u>32</u>
Total	2,525

4. Summary of Affordable Units Developed (1983 – present)

A summary of Sections 1 through 3 above is provided in Tables II-3-A and II-3-B below to illustrate the level of Agency and City funding contributed towards the creation of affordable housing over previous Implementation Plan periods (1983-2004) and the most recent Implementation Plan period (2005-2010).

Table II-3-A Affordable Housing Units produced 1983-2004

NC	New Construction
SR	Substantial Rehabilitation
SR	Senior Housing
MF	Multi-Family Housing
SF	Single-Family Housing
ELI	Extremely Low Income (less than or equal to 30% of Area Median Income)
VLI	Very Low Income (less than 50% of Area Median Income)
Low	Low Income (51 to 80% of Area Median Income)
MHP	Mobile Home Park
MH	Mobile Home/Manufactured Housing

<u>PROJECT</u>	<u>TYPE</u>	<u>TOTAL</u>	<u>ELI</u>	<u>VLI</u>	<u>Low</u>	<u>Mod</u>	<u>RDA/City Funding</u>
Agency built	MF	34	16	11	7	0	RDA
Grandon Village	NC/Sr	160	0	16	144	0	\$900,000 City
Hacienda Vallecitos	NC/Sr	10	0	5	5	0	\$0; Inclusionary
Knolls	NC/MF	62	0	24	6	32	\$2,379,270 RDA
Northwoods	NC/MF	3	0	3	0	0	\$0; Inclusionary
Paseo del Oro	NC/MF	96	0	96	0	0	\$1,550,000 RDA /\$1,320,000 City
Prominence Apartments	NC/MF	39	0	13	13	13	\$0; Inclusionary
Royal Oaks	NC/Sr	12	0	12	0	0	\$0; Inclusionary
Terra Cotta Apartments	NC/MF	166	0	84	82	0	\$10,718,000 RDA
Ventaliso Apartments	NC/MF	23	5	18	0	0	\$1,500,000 RDA
El Dorado Apartments	SR/MF	17	0	12	5	0	\$752,188 RDA
Villa Serena	SR/MF	136	0	82	54	0	\$6,800,000 RDA
Mariposa	SR/MF	70	0	35	35	0	\$1,000,000 RDA
Sierra Vista	SR/NF	190	0	38	152	0	\$2,441,066 City
Palomar East MHP	MH/SR	242	2	72	112	56	CMPFA Bond
Palomar West MHP	MH/SR	308	2	93	142	71	CMPFA Bond
Rancho Vallecitos MHP	MH/SR	68	0	68	0	0	CMPFA Bond
Twin Oaks MHP	MH/SF	4	0	0	2	2	\$41,835 RDA
M View Estates MHP	MH/SF	1	0	0	1	0	\$10,000 RDA

Table II-3-B Affordable Housing Units produced 2005-2010

<u>PROJECT</u>	<u>TYPE</u>	<u>TOTAL</u>	<u>ELI</u>	<u>VLI</u>	<u>Low</u>	<u>Mod</u>	<u>RDA/City Funding</u>
Agency built	MF	0	0	0	0	0	N/A
Copper Creek 9% & 4%	NC/MF	202	70	80	52	0	\$3,500,000 RDA in CC 4%
Melrose Village	NC/MF	113	0	12	63	38	\$0; Inclusionary
Rancho Santa Fe Village	NC/Sr	120	0	12	108	0	\$700,000 RDA
Sage Canyon	NC/MF	71	27	44	0	0	\$1,750,000 City
Camden Old Creek	NC/MF	53	0	18	18	17	\$0; Inclusionary
Las Flores Village	NC/MF	100	0	10	90	0	\$1,900,000 City
Woodland Village	NC/Sr	31	0	14	12	5	\$0; Inclusionary
Autumn Terrace	NC/MF	100	11	62	27	0	\$13,900,000 RDA
Sage Pointe	SR/MF	32	0	5	27	0	\$7,232,458 RDA
Mobile Home/Mfg Housing	MH/SF	50	0	0	24	26	\$70,000 RDA

C. CURRENT AFFORDABLE HOUSING PRODUCTION SURPLUS UNDER REDEVELOPMENT LAW

Taking the 2,392 (total of Agency and privately produced affordable units within the boundaries of the three Project Areas; does not include units produced outside of the boundaries of the Project Areas.) units as listed in Table II-4 below into account, the number of housing units required since 1983 to meet the Agency's affordable housing production requirement from Project Area adoption to June 2010 is zero (0) units. The Agency's *affordable housing surplus under the requirements of Redevelopment Law* presently stands at 460 units (2,440 units created minus 1,980 required units).

As demonstrated in Table II- 4 below, the number of deed-restricted units affordable to persons of Very Low Income represents 45.3% of the total number of affordable units produced/rehabilitated within the Project Areas to date, with the balance 54.7% affordable to persons of Low to Moderate Income.

Table II-4 Affordability of Units – by Income Group

<u>Agency Created</u>	<u>Very Low Income (50% or lower)</u>	<u>Low/Mod Income (51-120%)</u>	<u>Total</u>
34 units in 4 complexes	27	7	
Agency sub-totals	27	7	34
<u>Project Area 1</u>			
Farmworker Housing - 240 Chinaberry	6	5	
Autumn Terrace	73	27	
Hacienda Vallecitos	5	5	
Sage Pointe	5	27	
Sierra Vista	38	152	
Villa Serena	82	54	
Twin Oaks Valley MHP	2	2	
Project Area 1 sub- totals	211	272	483
<u>Project Area 2</u>			
Farmworker Housing – Firebird Ln	36	1	
El Dorado Apartments	12	5	
Grandon Village	16	144	
Knolls	24	6	
Mariposa	35	35	
Paseo del Oro	96	0	
Prominence Apartments	13	26	
Rancho Santa Fe Village	12	108	
Royal Oaks	12	0	
Terra Cotta Apartments	84	82	
Ventaliso Apartments	23	0	
SM View Estates MHP	0	1	
Project Area 2 sub- totals	363	408	771
<u>Project Area 3</u>			
Copper Creek 9	150	52	
Las Flores Village	10	90	
Melrose Village	12	98	
Northwoods	3	0	
Sage Canyon	71	0	
Palomar East MHP	74	168	
Palomar West MHP	95	213	
Palomar East & West MHP	0	48	
Rancho Vallecitos MHP	68	0	
Project Area 3 sub- totals	483	669	1,104
Totals	1,084	1,356	2,440
<u>Outside of Project Areas</u>			

Camden Old Creek	18	35	
Woodland Village	<u>14</u>	<u>17</u>	
	32	52	84

D. CURRENT AFFORDABLE HOUSING PRODUCTION DEFICIT UNDER THE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) ALLOCATION PROCESS

Whereas, there is an affordable housing production surplus under the requirements of Redevelopment Law, there is a simultaneous deficit under the separate RHNA process. In order to determine the City of San Marcos and Agency's "fair share" requirement to produce housing over the course of the current Housing Element, City staff uses the most current Regional Housing Needs Allocation (RHNA) numbers as developed by the State Housing & Community Development Department (HCD) and the San Diego Association of Governments (SANDAG). The current RHNA allocates the County of San Diego's State mandated requirement for housing units by jurisdiction and for income categories (very low, low, moderate, and above moderate) for the appropriate housing element cycle which expires at the end of FY 2009/10 (June 30, 2010). As of this report and as based on the most recent Housing Element Progress Report submitted to HCD for the period ending December 31, 2009, the City of San Marcos' is running a City-wide deficit based on the "fair share" RHNA numbers assigned. The RHNA deficit, modified to account for production from January through June 2010 is shown in Table II- 5 below.

Table II-5

Current City-wide RHNA v. actual production

	<u>RHNA #</u>	<u>Production</u>	<u>Deficit</u>
Total housing production	6,254	3,855	2,399
Affordable housing production (Very Low Income)	1,407	295	1,112
Affordable housing production (Low income)	1,063	361	708
Affordable housing production (Moderate income)	1,182	650	532
Market rate (Above moderate)	2,596	2,549	47

IV. FUTURE AFFORDABLE HOUSING (2010-2020)

A. ESTIMATE OF DWELLING UNITS TO BE DEVELOPED/REHABILITATED OR REMOVED WITHIN THE NEXT TEN (10) YEARS (2010-2020)

The housing market is affected by complex variable factors such as the general health of the local, regional and national economies, interest rates, employment levels, competition and existing housing inventories. Estimating future housing production is difficult, at best. Given the historic "boom/bust" real estate cycle in Southern California, a projection of new units to be constructed in the Project Areas over any ten (10) year period, including the upcoming decade, is especially problematic.

The housing projections used in this Plan are based upon estimates of approved (but as yet not built) and proposed housing units, expected phasing of those projects, the average annual number of housing units constructed in recent years, market absorption factors and historic building permit trends.

A review of the housing produced in the three Projects Areas (see Table II-1-A through II-1-C above) indicates that an annual average of 744 residential building permits were issued annually over the last ten years. During that period there were both "peaks" (2003-2005) and "valleys" (2007-2010) in the number of housing units built within the Redevelopment Areas. Using the average annual production figure of 744 per year over the next 10 year planning period yields an estimate of 7,440 new units to be built or substantially rehabilitated by June 2020 within all three Project Areas.

The history of Agency-developed housing within the Project Areas is modest, totaling 34 units in 26 years. Staff anticipates that Agency-developed housing will continue to occur on a very limited, in-fill basis, totaling 0 units in the next decade.

Given the advanced age of a number of smaller multi-family projects within the Project Areas, staff estimates a potential for up to 100 units to be substantially rehabilitated by others within the 10-year planning period.

Staff does not presently foresee the removal or destruction of any affordable units from the Project Areas within the next 10 years.

Table II-6 below gives the aggregate number of new housing units expected to be constructed or substantially rehabilitated in the Project Areas over the next 10 years **7,440**. It further indicates the number of those units that must be available to persons and households of very low, low and moderate incomes, in the percentages specified by Section 33413(b)(2) and the Leitch stipulated judgment.

TABLE II-6

Estimated Number of New Units Constructed/Substantially Rehabilitated
Affordable Housing Required (2010-2020)

	No. Units Produced/ Substantially Rehabilitated	Affordability Factor	Total No. Affordable Units Required	Required No. Very Low Income Units (@50%)	Required No. Low & Moderate Income Units (@50%)
Agency	0	0.30	0	0	0
Others	7,440	0.15	1,116	558	558
Total	7,440		1,116	558	558

B. ESTIMATE OF AFFORDABLE HOUSING UNITS REQUIRED OVER THE NEXT TEN YEARS (2010-2020)

As indicated in Table II-6 above, the aggregate number of affordable housing units required to meet possible demand created over the next ten (10) years is estimated at 1,116 dwellings.

Due to the City's inclusionary housing requirements, a substantial portion of these units should be constructed by private developers as that demand occurs.

The Agency's current affordable housing surplus of 412 units must be applied to the future affordable housing requirement of 1,116 reflected in Table II-6 above, to arrive at the Agency's aggregate 2010-2015 affordable housing requirement of **704 units** per Redevelopment Law, *if the annual private sector production averages 744 units over the next decade.* Although there is no requirement under the Redevelopment Law to produce affordable housing above and beyond the above calculations, the Redevelopment Agency will continue to assist in the development of affordable housing in the Projects Areas due to the City's commitment to provide additional housing of all types under the Regional Housing Needs Allocation (see Paragraph C below).

C. ESTIMATE OF DWELLING UNITS REQUIRED OVER THE NEXT FIVE YEARS (2010-2015)

In order to determine the City of San Marcos and Agency's "fair share" requirement to produce housing over the next five years (2010 -2015), City staff uses the most recent Regional Housing Needs Allocation (RHNA) numbers as developed by the State Housing & Community Development Department (HCD) and the San Diego Association of Governments (SANDAG). The RHNA normally allocates the County of San Diego's State mandated requirement for housing units by jurisdiction and for income categories (very

low, low, moderate, and above moderate) for the appropriate housing element cycle which, under normal conditions for the purposes of this Compliance Plan, would be for 2010-2015. As of this report, however, the City of San Marcos' "fair share" of the draft RHNA numbers as distributed by SANDAG is currently undetermined. This anomalous situation has been brought about because SB 375 and related legislation, SB 575, have temporarily suspended the Housing Element cycle commencing with FY 2010/11. The next RHNA numbers are expected to be published by SANDAG in 2013.

Table II-7

Estimated Units to be Constructed/Substantially Rehabilitated in Project Areas Affordable Housing Required (Based on RHNA 2010-2015)

Note: Because of the suspension of the Housing Element cycle until 2013, no RHNA numbers have been published by SANDAG for FY 2010/11 (commencing 1 July 2010) and beyond.

The Agency's ten-year housing requirement (Table II-6 above) adjusted by the affordable housing surplus based on Redevelopment Law, is 704 total affordable units. The RHNA requirement (Table II-7 above) is currently undetermined due to the temporary suspension of the Housing Element cycle until 2013. This "surplus" figure is a temporary anomaly and should not be construed as reflecting an accurate relative structural surplus against any future RHNA requirement. Because the City of San Marcos will be required to use the RHNA numbers for its next Housing Element, the Agency will use the target housing production based on the RHNA numbers for the next five years commencing in 2013.

Table II-8

Housing Produced – City-wide v. Project Areas (2004–2009)

Year	City-wide Housing Produced	Project Areas Housing Produced	Project Areas as a % of City-wide
2005	5	1,370	99.6%
2006	1	321	99.7%
2007	2	230	99.1%
2008	2	53	96.4%
2009	0	152	100.0%
Total	10	2126	99.0%

D. ESTIMATE OF AFFORDABLE UNITS TO BE PROVIDED (2010-2020)

A significant portion of the Agency's affordable housing requirement for the upcoming planning period will be met, on an "as-you-build" basis, through developers' inclusionary

housing obligations. The timing of these projects is based on the economic strength of the private sector of the economy over which the Agency has minimal influence. Where developers elect to pay fees in-lieu of constructing affordable units, these funds will be coupled with Agency housing funds and leveraged against other revenue sources (i.e., tax credits to produce the balance of the Agency's affordable housing requirements.

Table II-9 provides a detailed listing of affordable housing projects specifically contemplated or planned within the Project Areas as of the date of this writing. At least 49% of the units in the planned projects will be reserved for persons of very low income, with the remainder occupied by low-moderate income tenants.

In the aggregate, at least 50% of the deed-restricted units produced within the project areas over the planning period will be affordable to persons of very low income.

TABLE II-9

Planned New Construction Affordable Housing Projects (2010-2020)

<u>Project Name</u>	<u>Developer</u>	<u>Total Units</u>	<u>Extremely Low/ Very Low Income</u>	<u>Low/Mod Income</u>	<u>Total Affordable</u>
Planning Area 1	Private (for sale)	18 - Inclusionary	0	18	18
Planning Area 7	Private (for sale)	12 - Inclusionary	0	12	12
Westlake Village	Private	106	82	23	105
Residences at Creekside	Private	90	45	44	89
ParkView	Private	83	41	41	82
El Dorado II	Private	61	30	30	60
Richmar Senior Village	Private	43	21	21	42
		383	219	189	308

E. EXPENDITURE OF FUNDS FOR LOW –VERY LOW INCOME PERSONS

In order to meet the affordable housing requirement over the next ten years, the Agency will focus its efforts on the production of extremely low, very-low and low-income housing. Because these types of housing require substantial subsidies from local government to build, it is anticipated that the majority of the Housing Set-Aside Funds available over the next ten years will be heavily used. As an example of this ongoing use of the Housing Fund to support the creation of housing for the lower income families, the Agency has currently committed up to \$40,556,666 towards the five non-inclusionary affordable housing projects listed in Table II-8 above, mostly for property assemble and associated predevelopment costs. The total Agency funding towards the projects is yet to be determined, depending on variable factors such as construction costs and the relative value of low income housing tax credits. These five projects should be completed in the next five years, depending on variable factors over which the RDA has no control, such as future confiscation of RDA funds by the State government to help reduce its budget deficit.

F. REVENUE SOURCES TO FUND AFFORDABLE HOUSING PRODUCTION

1. Low and Moderate Income Housing Set-Aside Fund Projections

Section 33334.2 of the Law requires that not less than twenty percent (20%) of all

taxes which are allocated to the Agency pursuant to Section 33670 of the Law be used by the Agency for the purpose of increasing, improving, and preserving the community's supply of low and moderate income housing available at affordable housing cost, to persons and families of very low, low or moderate income.

As previously indicated, the Leitch Judgment increases the Agency's housing fund set-aside requirements to 22% Project Areas 1 & 2 and 24.7% for Project Area 3. As of June 2010, the projected combined available increment of the Agency's Housing Funds is \$7,915,489 through the end of FY 2014/15. Projections of housing fund revenues and scheduled demands on those funds over the next 5 years are shown earlier in Table I-B-1 "Combined Housing Fund Revenues & Scheduled Debt".

Because few, if any, other dependable funding sources exist, the Agency's Low and Moderate Income Housing Set-Aside Fund is the only major source of redevelopment revenue available for implementing affordable housing projects.

2. Other City/Agency Revenues

San Marcos has weathered the current recession, so far. However, if the current recession continues or worsens and/or the State government continues to seize RDA funds with ERAF or SERAF levies or similar confiscatory mechanisms, then the continued financial vitality of the Agency could be problematical.

Existing Agency funding obligations include outstanding bonded debt; pass through payments and capital obligations to other taxing agencies, administrative costs, and SERAF payments. Because of these heavy funding commitments, limited non-housing revenue from the Agency will be available to assist with the implementation of affordable housing projects.

3. Federal Revenue Sources

The Federal Department of Housing and Urban Development (HUD) provides the City funds for community planning and development activities through Community Development Block Grants (CDBG), and housing funds through HOME and rental subsidies through the Section 8 program. In 2001 the City became entitled to receive CDBG directly from HUD. HOME and Section 8 are still administered by the County of San Diego's Housing and Community Development Department on behalf of San Marcos.

a) CDBG: Since becoming an entitlement City in 2001, San Marcos has received its allocation of CDBG funding directly. The FY 2010/11 allocation is \$758,901, and continues to reflect a downward trend in the annual allocation over the years. Given previous City Council policy with regard to CDBG funds, they could be available to help fund the off-site infrastructure requirements of affordable housing projects located in CDBG-eligible portions of the Agency's Project Areas. The City and the

Agency will continue to apply for CDBG funds and other Federal subsidies, however, aside from tax credits; competition among cities for limited federal funds reduces the possibility that San Marcos will receive significant federal assistance for affordable housing projects.

b) HOME: When San Marcos became an entitlement city for CDBG purposes, it also began receiving a direct allocation of HOME funds under the County of San Diego's Urban HOME Consortium. The FY 2010/11 allocation is \$239,080, and continues to reflect a downward trend in the annual allocation over the years. These funds have been appropriated by the City Council to be used for a first-time homebuyer program for low-income families. An updated first-time homebuyer program, the San Marcos Downpayment Assistance Program (DAP) is currently fielded and has replaced the older Mortgage Assistance Program (MAP) that had been available to residents since 2005.

4. Other Financial Resources

a) Low Income Housing Tax Credit: As part of the 1986 Tax Reform Act, tax credits were made available to developers of new or rehabilitated rental housing. The Low Income Housing Tax Credit (LIHTC) funding vehicle continues to be a major component of our funding strategy for the creation of new-construction affordable housing units. However, the reduced relative value of this program due to the recession has had the net effect of reducing the funding available from this source and has increased the requirement for Agency "gap financing".

b) Tax Exempt Financing: The Agency has the legal power to issue tax-exempt bonds or notes for the development (including rehabilitation) of both single family and multifamily housing. In addition, the City can cooperate with the California Housing Finance Agency (CHFA) in bond issues. Such bonds must be issued under established federal and state requirements. Multifamily revenue bonds may be issued to finance rental apartment projects. These bonds can be used to provide construction financing and permanent financing for newly built projects, and in some cases to provide for the acquisition and substantial rehabilitation of existing projects. Single-family mortgage revenue bonds can be issued to provide below market mortgages for first time homebuyers.

c) Taxable Bond Financing: Staff is analyzing the feasibility of taxable bonds.

V. IMPLEMENTATION PROJECTS & PROGRAMS

A. ANNUAL HOUSING PROGRAM

Section 33413 requires that Compliance Plans contain an annual housing program with sufficient detail to measure Plan performance. Toward that end, Agency staff will annually evaluate the accuracy of its 10-year estimates of the number of new and substantially rehabilitated housing units to be built within the Project Areas. When this Plan is next revised, staff will recommend any upward or downward adjustment of those projections it deems warranted, based upon prior years' experience and then-current market trends. In addition, staff will annually evaluate the Agency's progress in meeting the affordable housing production goals identified above to help ensure attainment of the Agency's affordable housing goals by 2020.

When the proposed level of affordable housing production is not met (relative to the total number of units actually constructed) in a given year, staff will recommend appropriate corrective measures to the Agency Board. Such measures could include, but are not limited to: requiring a greater number of private developments to physically construct their inclusionary housing requirement; accelerating the pace of housing fund expenditures; the purchase and price-restriction of existing units, as provided by law; any of the other measures discussed in the following section; or other measures deemed necessary to avoid the continued accrual of an affordable housing deficit within the Project Areas and ensure the Agency's ten (10) year housing production requirements are met by or before 2015 2020.

B. EXISTING & PROPOSED IMPLEMENTATION PROJECTS & PROGRAMS

- 1. Inclusionary Housing Program:** Through its Inclusionary Ordinance, the City has initiated a fifteen percent (15%) inclusionary requirement for all new housing constructed in San Marcos. In exchange for density bonuses and other incentives, private developers may satisfy this requirement through some combination of affordable unit construction and the payment of in-lieu fees (which are then applied by the City to affordable housing production elsewhere). Since the inception of the inclusionary requirement, developers have indicated intent to physically construct a number of the affordable units required of them; the remainder have, or will have, paid in-lieu fees. Given this history, the City's inclusionary requirement should help ensure that affordable housing production requirements over the 10-year term of this Plan are met on a project-by-project basis in the majority of cases. This, in turn, should help the Agency stay abreast of its on-going affordable housing requirement, allowing it to focus on meeting its affordable housing objectives mandated by Redevelopment Law and assigned to it via the RHNA process.

2. **Mobilehome Park Conversion Program:** The Agency has created several hundred mobilehome condominium units through its mobilehome park conversion program. While additional acquisitions to this program are not contemplated in the foreseeable future, it is envisioned that the affordable units brought into the inventory by this program will continue to remain a vital asset in the over-all affordable housing program.
3. **Affordable Housing Incentives:** To facilitate the development of affordable housing units, the City could provide developers with incentives and shorten the permit process for low-income and senior citizen housing projects. These incentives may be similar to those awarded for high quality housing projects or developments on larger lots. By removing constraints to housing production, the City will encourage development and help reduce housing rents and prices. Aside from these, the City will continue to compile information on available financing mechanisms and federal, state, and local programs, and agencies that provide funding assistance for housing projects and make it available to developers.
4. **Housing Conversion Program:** The City should assist in coordinating efforts for the preservation of subsidized housing projects in San Marcos. To help conserve the low income units at risk of conversion, the City may provide technical and/or financial assistance to in-place residents or nonprofit groups interested in buying such projects to prevent their conversion to market rate housing. Public participation shall be encouraged throughout the process to reflect the needs and interests of San Marcos residents. Financing could derive from the Agency Housing Fund and other funding sources should be explored as well.
5. **First-Time Home Buyers Program:** To counteract economic trends that make it increasingly difficult for young families to purchase homes in San Marcos, the Agency and City have developed a workable and proven first-time homebuyers program to assist these families and to allow them to locate within the City. The program, currently titled the Downpayment Assistance Program (DAP) has been a key component of the program since 2005.
6. **Rehabilitation Loans and Grants:** A significant number of multi-family and single-family units have been substantially rehabilitated within the Project Areas to date and, as the existing housing stock ages, the need for rehabilitation will increase.
 - a) **Rehabilitation Loans:** The Agency's Housing Fund could be used to provide loans to low and moderate-income households for substantial rehabilitation activities such as correction of code violations and repairs to ensure that the dwelling is a safe and sanitary place to live. The Agency could administer the program through a revolving loan fund. Long-term affordability covenants would be required in order to participate in the loan program to ensure the continued availability of affordable housing.
 - b) **Rehabilitation Grants:** The Agency could consider adopting a grant program

in conjunction with or apart from an Agency loan program for the substantial rehabilitation of affordable housing units.

7. **Summary:** As evidenced by the preceding, there are a variety of techniques currently available to address the provision of affordable housing. The legal and financial tools available do change from time to time. The Agency should be flexible and should experiment with techniques to see which work best within the community. As new tools become available, these should be explored. By employing a variety of techniques, the Agency can maximize its production of affordable housing while reducing its risk through diversification. On the basis of its experience over time, the Agency can continually refine its programs to achieve the greatest production within the income areas of greatest need with the most efficient investment of its funds. The Agency should prioritize housing programs that achieve meaningful progress toward the goals of the Compliance Plan and the production of affordable housing units.

C. CONSISTENCY OF COMPLIANCE PLAN WITH THE HOUSING ELEMENT OF THE GENERAL PLAN

Because this Compliance Plan focuses on providing suitable housing for all City residents including lower income households who are generally the most difficult segment of the community to provide housing for, it is clearly consistent with the current Housing Element's goal to provide housing for City residents. Both this Compliance Plan and the current Housing Element (which expires on June 30, 2010) state that there is a definite need to assure an adequate supply of housing for the lower income segments of the City.

Like the Housing Element, this Compliance Plan emphasizes the need to provide incentives to developers in order to increase the supply of affordable housing units in the Project Area and citywide. This Compliance Plan suggests many of the same incentives, which can be provided to developers who create affordable housing units. Some of these incentives include allowing density bonuses, altering building standards, writing down land costs, paying all or part of development fees, paying for off-site improvements, working to speed up the permit process, and subsidizing mortgage interest rates. This Compliance Plan also reaches the same assumption as the Housing Element regarding what revenue sources will be available to subsidize affordable housing projects. Both studies make it clear that the most viable revenue source available to assist with providing affordable housing in the City is the Low and Moderate Income Housing Set-Aside Fund of the Redevelopment Agency.

A major focal point of the goals policies and objectives of the Housing Element is to provide housing for all City residents from all economic segments of the City, especially lower income families. Because the major goal of this Compliance Plan is also to provide housing for these lower income households, and the proposed plans and programs for improving the supply of affordable housing in the City presented in this

Compliance Plan are similar to plans and policies of the Housing Element, there is clearly a high degree of consistency between the Compliance Plan and the intent of the Housing Element currently in effect. Due to the unrealistically high RHNA numbers upon which technical compliance with the current Housing Element is based, the City and, by inference, the Agency are running a RHNA deficit, despite its best efforts to comply with both the intent and the letter of the current Housing Element and the RHNA allocation. It is hoped that the RHNA numbers published in 2013 will reflect more a more comprehensive and accurate assignment process.

Attachment D
(Lease for CBS Outdoor - Property
#7)

Infinity Outdoor
1731 Workman Street
Los Angeles, CA 90031

Lease No. 81539

New/Renewal: Migdal

1-1-2000 08/24
Date: 8/24/2000

LEASE AGREEMENT

This lease is made on the date first set forth above and is between the undersigned landlord ("Landlord") and Outdoor Systems Advertising ("Tenant"). In consideration of this agreement, Landlord and Tenant agree as follows:

1. Landlord hereby exclusively leases to Tenant the following described property (the "Premises") for the purpose of erecting and maintaining outdoor advertising structures and appurtenances thereto, including electrical connections, sign panels, sign "faces", signs "multivision" panels, "back up" panels and advertising copy thereon (collectively, the "Structures"), and hereby grants Tenant a non-exclusive license permitting Tenant free access to and use of the Premises to enable Tenant to construct, paint, illuminate, maintain, repair and Service the Structures, and to post and rotate advertising copy on the Structures. 24 HOURS ADVANCED NOTIFICATION BEFORE POSTING.

Location Of Premises: St. 78 & Grand S/L W. Linda Vista

Situated in the City/Town of: San Marcos County of: San Diego

Legal Description: SD City Assessor's Par # 13014-219-152-06, a portion of Lot 1 Blk 80, Rho Los Vallecitos de San Marcos Townsite

Assessors Parcel Numbers:

2. This lease is for a term of eight (8) years from the date set for the above (the "Term").
3. The rent for the Premises shall be \$461.00 per month payable on the first day of each month. Cost of living increase based on the published consumer price index for San Diego county on base rent shall occur on the anniversary date which shall be twelve months after each successive commencement date of this lease.
4. In the event Landlord elects to construct a permanent building on the portion of the Premises occupied by Tenant's Structures, as evidenced by the issuance of a valid building permit, this Lease shall terminate thirty (30) days after Tenant receives written notice and copy of the building permit from Landlord. Landlord will, immediately after giving such notice to Tenant, return to Tenant all Rent paid for the unexpired Term plus the total cost of the construction and the removal of Lessee's signs (approximately \$60,000), less 1/180th of such cost for each full month of this Lease prior to termination. Tenant shall remove the Structures within thirty (30) days after the end of the thirty-day notice period.
5. This Lease shall automatically renew for successive like terms Term of this Lease ("Renewal Terms"), unless either party terminates the Lease by giving written notice to the other party not later than sixty (60) days before the end of the Term or any Renewal Term; provided, however, the parties shall have the right to terminate this Lease in the event of a default of any of the conditions of this Lease during the Term or any Renewal Term upon 60 days' prior written notice. Notice of any default must be written to the opposing Party and sent certified, return receipt before termination process can be implemented. ~~Tenant shall have the right to terminate this Lease during the Term or any Renewal Term upon sixty (60) days' prior written notice to Landlord. Tenant shall have thirty (30) days after the Lease termination date to remove the Structures.~~
6. Landlord, its agents, employees and contractors shall not place or maintain any object on the Premises or any other property which would in Tenant's sole opinion wholly or partially obstruct the view of the advertising copy on Tenant's Structures. Landlord shall remove any such obstruction not later than ten (10) days after notice of the obstruction from Tenant. In the event that Landlord fails to timely remove such obstruction, Tenant may at its option either (a) remove the obstruction at Landlord's expense; (b) terminate this Lease after five (5) days' written notice to Landlord and remove the Structures; or (c) reduce the rent to One Dollar (\$1.00) per month until the obstruction is removed. Landlord agrees to allow Tenant to trim all trees or other vegetation on the Premises, as often as Tenant deems necessary to prevent obstruction of the Structure.
7. Tenant is, and shall remain, the owner of all Structures, and Tenant shall have the right to remove the Structures at any time without notice. Nothing herein shall require the removal of the Structures if the Premises is acquired by or transferred to a governmental body. Whenever the provisions of this Lease provide for the removal of the Structures from the Premises, Tenant shall only be required to remove the above-ground portion.
8. If (a) the view of the Structures' advertising copy is partially or wholly obstructed, (b) the Structures' value for advertising purposes, as determined solely by Tenant, is impaired or diminished by reduced vehicular circulation, (c) the sign(s) remain unsold to advertisers for sixty (60) consecutive days, or (d) the use of the Structures is prevented or restricted by law, or by the unsafe physical condition of the Premises, then Tenant may immediately, at its option, either (i) reduce the Rent otherwise due thereunder in direct proportion to the diminishment in the value of the Premises to Tenant; (ii) abate the Rent for so long as any condition described in this Paragraph 8 continues; or (iii) terminate this Lease as to the affected Structures, in which case Landlord shall pay Tenant all Rent received by Landlord for the unexpired Term or Renewal Term, if any, after ten (10) days' written termination notice to Landlord by Tenant. If Tenant is prevented by law, governmental action, military order or any other cause beyond Tenant's control from lighting its Structures, the Rent due hereunder shall be reduced by 50% until Tenant is permitted to illuminate the Structures.
9. Landlord shall indemnify and hold Tenant harmless from all liability arising under this Lease that is caused by the negligence of Landlord, or the use, storage or removal of any toxic or hazardous materials on or from the premises.
10. Landlord will notify Tenant within ten (10) days after its receipt of any notice from a governmental body that may affect the Premises or the Structures. In the event that the Premises or a portion of the Premises is transferred in any manner to a governmental body or to a private individual or entity in conjunction with a governmental body, Tenant shall be entitled to seek compensation from such governmental body for any diminution in the value of its Structures or the value of this Lease.
11. This lease shall bind the heirs and permitted successors and assigns of Landlord and Tenant. Unless the Premises are sold, transferred or leased and this Lease may not be assigned or transferred to a third party by the Landlord without prior written consent of Tenant.
12. Landlord represents that it has full authority to enter into this Lease and to fulfill its obligations contained herein.
13. This Lease shall be governed and interpreted in accordance with the laws of the State of California where the Premises are located.
14. This Lease is the entire agreement between Landlord and Tenant related to the Premises, and supersedes any earlier written or oral agreements. This Lease may only be amended by a writing signed by both parties.

INFINITY OUTDOOR

By: [Signature]
Its: [Signature]

Landlord: San Marcos Chamber of Commerce
By: [Signature] John C. Fort
Its: President
Address: 939 Grand Ave. San Marcos CA 92068
SS/Tax I.D. No. (required by law) 93-2475093
Telephone No. 760-727-1300

Attachment E
(Lease for San Marcos Unified School
District – Property #8)

REAL PROPERTY GROUND LEASE AGREEMENT

BY AND BETWEEN

THE CITY OF SAN MARCOS,

THE SAN MARCOS REDEVELOPMENT AGENCY

AND

SAN MARCOS UNIFIED SCHOOL DISTRICT

FOR THE LEASE OF A PORTION OF CITY OWNED REAL PROPERTY

FOR THE PURPOSES OF A PARKING LOT

LOCATION:

**4 PARCELS LOCATED AT
1281-1283 SAN MARCOS BOULEVARD
SAN MARCOS, CALIFORNIA**

August 8, 2011

This REAL PROPERTY GROUND LEASE AGREEMENT, hereinafter called "Agreement," is entered into effective as of August 8, 2011, by and between the **CITY OF SAN MARCOS**, a chartered municipal corporation, and the SAN MARCOS REDEVELOPMENT AGENCY, a political subdivision of the State of California, hereafter collectively called "CITY," and the SAN MARCOS UNIFIED SCHOOL DISTRICT, a public agency, hereafter called "LESSEE."

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1: USES

1.01 PREMISES.

CITY owns four (4) parcels of real property located on the south side of San Marcos Boulevard at 1281-1283 San Marcos Boulevard, more particularly described as Lot "55", "56", "63", and "64"; Map 806-RHO Los Vallecitos De San Marcos, Assessor's Parcel Numbers 221-041-55, 56, 63, and 64, as shown on Exhibit "A" hereto and by this reference made part of this Agreement ("Property").

The CITY hereby leases to LESSEE a portion of the Property comprising approximately 152,700 usable square feet of area as depicted generally in Exhibit "B" attached hereto and by this reference made a part of this Agreement ("PREMISES").

1.02 Uses.

It is expressly agreed that the PREMISES is leased to LESSEE solely and exclusively for a parking lot for automobiles and other passenger vehicles, landscaping and appurtenant improvements such as lighting, and for not other purpose (the "PERMITTED USE"). LESSEE understands and acknowledges that the PREMISES are located within the 100-year floodplain and may be subject to flooding during the rainy season, and, except with respect to those matters for which LESSEE has no responsibility or liability as described in paragraph 4 of Section 7 herein, LESSEE hereby accepts the PREMISES in its "As-Is" and "With All Faults" condition. Further, LESSEE understands and acknowledges that it may be necessary for LESSEE, LESSEE PARTIES (as defined in Subsection 4.01, below) and their respective automobiles and other passenger vehicles to vacate the PREMISES if a large flood is predicted to occur or is imminent, and that LESSEE must not erect any facilities or improvements on the PREMISES that would impede normal flood flows. The parties hereto acknowledge that the LESSEE will use the PREMISES in connection with the educational, recreational and other programs and activities of the LESSEE and the San Marcos High

School, during such period as the LESSEE is reconstructing such school. LESSEE shall not use, store, transport, sell or dispose of any unlawful hazardous material, or unlawful levels of hazardous materials, in or about the PREMISES.

LESSEE covenants and agrees to continuously use the PREMISES solely for the PERMITTED USE and to diligently pursue said PERMITTED USE throughout the term hereof. In the event that LESSEE fails to continuously use the PREMISES for the PERMITTED USE, or uses the PREMISES for purposes not expressly authorized herein, LESSEE shall be deemed in default under this Agreement. For the purposes of the foregoing, LESSEE shall be deemed to "continuously" use the PREMISES regardless of any non-use during the nights, weekends, summer months and/or other periods when the San Marcos High School is not in session or programs or activities otherwise are not occurring at such school. LESSEE shall not use the PREMISES in any manner which disturbs the quiet enjoyment and use of the remainder of the Property by the CITY, or of surrounding property owners use of their property. LESSEE shall not cause or permit any nuisance to exist on or at the PREMISES.

1.03 Related Council Actions.

By executing this Agreement, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the PREMISES. Discretionary action includes, but is not limited to rezoning, variances, conditional use permits, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the PREMISES. However, if the LESSEE at any time determines that it is not able, on terms reasonably acceptable to the LESSEE, to obtain any permit or other approval needed for the PERMITTED USE or the improvements to the PREMISES as are contemplated by this Agreement, then LESSEE may terminate this Agreement by providing written notice to the CITY, which termination shall be effective thirty (30) days after receipt of such notice by the CITY.

1.04 Quiet Possession.

Provided that LESSEE is paying the rent and performing the covenants and Agreements herein, LESSEE shall at all times during the TERM (defined in Subsection 2.01) peaceably and quietly have, hold and enjoy the PREMISES. If CITY for any reason cannot deliver possession of the PREMISES to LESSEE at the commencement of the TERM or if, during the TERM, the LESSEE is temporarily dispossessed through action or claim of a title superior to CITY's, then and in either of such events, except as provided in this Subsection 1.04, this Agreement shall not be voidable nor shall CITY be liable to LESSEE for any loss

or damage resulting therefrom. In the event of any such failure to deliver possession or dispossession of the LESSEE, the City Manager of the CITY, acting on behalf of the CITY, and the LESSEE shall reasonably determine and set forth in writing a proportionate reduction of the rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the PREMISES. If the parties hereto are unable to determine a mutually acceptable reduction in rent, the reduction shall be determined in accordance with any or all dispute resolution procedures available pursuant to law. If the LESSEE determines that any such failure to deliver possession or dispossession of the LESSEE unreasonably limits or otherwise modifies LESSEE's rights pursuant to this Agreement, then LESSEE may terminate this Agreement by providing written notice to the CITY, which termination shall be effective thirty (30) days after receipt of such notice by the CITY.

1.05 Reservation of Rights.

Subject to the CITY not unreasonably or substantially interfering with LESSEE's use of the PREMISES during the TERM, the CITY specifically retains the following rights:

- a. **Subsurface Rights.** CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the PREMISES.
- b. **Easements.** CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the PREMISES for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. **Right to Enter.** CITY has the right to enter the PREMISES for the purpose of performing maintenance, inspections, repairs or improvements, or developing municipal resources and services, as necessary in the use of the remainder of the Property for the CITY purposes.
- d. **Right to Use.** Subject to written agreement with the LESSEE, the CITY may use or offer the use of the PREMISES as may be necessary from time to time during the TERM, provided that such use shall not displace LESSEE from possession or otherwise unreasonably interfere with LESSEE's rights pursuant to this Agreement.

If, in undertaking any of its rights reserved pursuant to this Subsection 1.05, the CITY damages any of the improvements constructed on the leased PREMISES

by the LESSEE in accordance with this Agreement, the CITY shall repair such improvements to the condition that existed prior to such damage or, if not repaired within a reasonable time, shall reimburse the LESSEE for the reasonable cost of repairing such damage. Otherwise, the LESSEE shall pay the costs of the maintenance and repair of the PREMISES

1.06 Right to Modify Area of Leased PREMISES

LESSEE acknowledges that CITY is currently in the process of obtaining permits for improvements to the San Marcos Creek channel from various State and Federal agencies. While not currently anticipated, the conditions placed on one or more permits issued by these agencies may require a reduction in the total leased area identified for the PREMISES in Subsection 1.01 above. LESSEE and CITY agree that this decision shall be at the sole discretion of the CITY. In the event reductions to the PREMISES are necessary under the terms of this Subsection, LESSEE's then current BASE RENT (defined in Subsection 3.02) shall be adjusted based on the reduction in leased square feet. If reductions in leased area pursuant to this Subsection individually or cumulatively total in excess of fifteen percent (15%) of the original area of the PREMISES, the LESSEE may determine that such reductions unreasonably limit or otherwise modify LESSEE's rights pursuant to this Agreement and, in that case, LESSEE may terminate this Agreement by providing written notice to the CITY, which termination shall be effective thirty (30) days after receipt of such notice by the CITY.

SECTION 2: TERM

2.01 Commencement.

The term of this Agreement shall be for thirty (30) months commencing August 8, 2011, and ending February 7, 2014, unless sooner terminated pursuant to this Agreement (the "TERM"). The monthly rent set forth in Subsection 3.02 shall be effective August 8, 2011.

If CITY for any reason cannot deliver possession of the PREMISES to LESSEE at the commencement of the TERM or, if during the TERM, the LESSEE is dispossessed of the PREMISES for any reason whatsoever, CITY shall not be liable to LESSEE for any loss or damage resulting therefrom except as provided in Subsection 1.04.

2.02 Termination for Lack of Need.

Notwithstanding anything to the contrary, at any time commencing twenty-four (24) months after the beginning of the TERM, if the LESSEE determines that it

no longer needs to use the PREMISES for the PERMITTED USE, including, without limitation, because the reconstruction of San Marcos High School is sufficiently complete, the LESSEE may terminate this Agreement by providing written notice to the CITY, which termination shall be effective thirty (30) days after receipt of such notice by the CITY.

2.03 Termination Provisions.

No special termination options are available except those described elsewhere in this Agreement and those provided by law for the termination of a leasehold interest as described herein.

2.04 Abandonment by LESSEE.

Even if LESSEE breaches this Agreement and abandons the PREMISES, this Agreement shall continue in effect for so long as CITY does not terminate this Agreement, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.

2.05 Recordation of Lease.

Neither party may record this Agreement or a memorandum or so-called "short form" of this Agreement.

2.06 Surrender of PREMISES.

At the expiration or earlier termination of LESSEE's tenancy, LESSEE shall surrender the PREMISES to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of the execution of this Agreement by CITY. The PREMISES, when surrendered by LESSEE, shall be in a safe and sanitary condition, and, subject to provisions herein relating to removal or retention of LESSEE's improvements, shall be in as good or better condition as the condition at commencement of this Agreement, normal wear and tear excepted.

2.07 Holding Over.

If LESSEE continues its occupancy of the PREMISES after the expiration of the TERM or any renewal or extension thereof (or any earlier termination provided or permitted by this Agreement) either with or without the consent of CITY, such tenancy shall be month-to-month only, and not year-to-year or based on any other interval of time. Such continued occupancy shall not defeat CITY's right to possession of the PREMISES, and the month-to-month tenancy provided for

herein may be canceled at the end of any calendar month upon not less than thirty (30) days prior written notice from CITY to LESSEE. All covenants, provisions, obligations and conditions of this Agreement shall remain in full force and effect during such month-to-month tenancy, including payment of all additional rent, including taxes, insurance and utilities. Except to the extent LESSEE occupies and pays rent on a month-to-month basis as described in this Subsection 2.07, if LESSEE fails to surrender the PREMISES upon expiration or earlier termination of this Agreement, or when required after notice from the CITY cancelling any month-to-month tenancy of LESSEE, then, in addition to any other rights and remedies available to CITY accruing therefrom, LESSEE hereby agrees to indemnify, defend and CITY harmless from any loss or liability resulting from such failure, including without limitation, any claims made by any succeeding tenant based upon LESSEE's failure to surrender.

2.08 Time is of Essence.

Time is of the essence of all of the terms, covenants, conditions and provisions of this Agreement.

SECTION 3: RENT

3.01 Time and Place of Payment.

LESSEE shall make all rental payments monthly in advance on or before the first day of each new month to the City of San Marcos, P.O. Box 515432, Los Angeles, California, 90051-6732. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice. LESSEE assumes all risk of loss and responsibility for late payment charges.

3.02 Rent.

Rent shall be payable monthly in advance on or before the first day of each new month. In consideration of this Agreement, LESSEE shall pay to CITY the sum of ten thousand, one hundred and ten dollars and zero cents (\$10,110.00) per month ("BASE RENT"), effective September 1, 2011. The rent for August 2011 shall be prorated based on effective date of this Agreement for a total prorated rent of seven thousand, eight hundred and twenty-seven dollars and ten cents (\$7,827.10). The parties hereto acknowledge that, as of the date the parties have executed this Agreement, they have been negotiating a reduction in the initial amount of the BASE RENT, and, therefore, the parties shall on and after such date make good-faith reasonable efforts to agree on such reduced initial BASE RENT, which, upon so agreeing, the parties shall set forth in writing. The amount of any such reduced initial BASE RENT shall in any case be subject to approval by the Superintendent of the District, but no further approval by the

Governing Board of the District shall be required for such reduction to be effective, as the Governing Board's approval or ratification of this Agreement shall be deemed to include delegation of authority to the Superintendent to agree to such reduction. In the event the parties hereto are unable to agree on a reduction in the initial amount of the BASE RENT, this Agreement shall remain valid and in full force and effect, and the initial BASE RENT as specified in this Subsection 3.02 shall be applicable, ~~but LESSEE may in such event terminate this Agreement by giving written notice to the CITY, which termination shall be effective thirty (30) days after receipt of such notice by the CITY.~~ *K. Turner*

U. [unclear]
KH

3.03 Rent Adjustment.

Effective August 1, 2012, and each 12 months after, the amount of the monthly BASE RENT shall be adjusted by the upward change in the Consumer Price Index (CPI), All Urban Consumers for the San Diego Area (1982-84=100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), for the twelve (12) month period (annual figures) immediately preceding the year of the scheduled rent increase. For the purpose of example only, the BASE RENT increases on August 1, 2012 would be calculated using the Index figures by taking the annual figure for 2011 divided by the annual figure for 2010. Presuming that, as of any particular August 1 during the TERM, changes in the CPI over the immediately preceding month will not have been published, the 12-month period used for adjusting the BASE RENT, as of such August 1, shall be the then-most recent 12-month period for which changes in the CPI have been published.

If the Index is discontinued or revised during the TERM of this Agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

Each CPI adjustment to the monthly rent shall be inclusive of previous rent increases. Notwithstanding the foregoing, in no event shall any individual upward adjustment in BASE RENT equal an amount less than a two percent (2%) change or more than five percent (5%) change in the BASE RENT applicable in the prior twelve month period.

3.04 Inspection of Records.

LESSEE agrees to make any and all records and accounts relating specifically to this Agreement available to CITY for inspection at all reasonable times, so CITY can determine LESSEE's compliance with this Agreement. These records and accounts will be made available by LESSEE at its San Marcos Office. LESSEE's failure to keep and maintain such records and make them available for inspection

by CITY shall be deemed a default of this Agreement. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

3.05 Delinquent Rent.

If LESSEE fails to pay all or a portion of the BASE RENT or other charges due under this Agreement within sixty (60) calendar days of the date due, LESSEE will pay, in addition to the unpaid rent, interest at a rate of ten (10%) per annum on the total amount overdue, which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

3.06 Security Deposit.

Not Applicable

SECTION 4: INSURANCE RISKS/SECURITY

4.01 Indemnity.

LESSEE agrees to protect, defend, indemnify and hold CITY, the Redevelopment Agency of The City of San Marcos, the San Marcos Public Facilities Authority, the property manager of CITY and their individual directors, trustees, officers, staff, council persons, officers, agents, servants, employees, independent contractors or assignees, (collectively, "CITY PARTIES"), and CITY's interest in the PREMISES harmless from and against any and all losses, damages, claims, suits or actions, judgments and costs (including reasonable attorneys' fees) (collectively, "LOSSES") caused by (i) LESSEE's failure to perform and observe its covenants hereunder, (ii) any negligence, act or omission of LESSEE or its officers, agents, employees, independent contractors, licensees, subtenants, concessionaires or assignees, students and their parents or guardians (collectively, "LESSEE PARTIES") causing loss or damage to the PREMISES, (iii) the occupation, use, possession, conduct or management of the PREMISES by LESSEE or the LESSEE PARTIES or (iv) any work or thing whatsoever done in or on the PREMISES by LESSEE or the LESSEE PARTIES; except to the extent that any such LOSSES result from the negligence or willful misconduct of the CITY or any of the CITY PARTIES. LESSEE'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same to proceed to judgment or not. LESSEE at its own expense shall, upon written request by CITY, defend any such suit or action brought against CITY, its officers, agents, or employees.

LESSEE further agrees that such indemnification and hold harmless shall include all defense-related fees and costs associated with the defense of CITY by counsel selected by the LESSEE. This indemnification shall not terminate upon expiration or termination of this Agreement, but shall survive in perpetuity or until expiration of applicable statutes of limitation.

4.02 Insurance.

LESSEE shall, at its sole cost and expense, throughout the duration of this Agreement, maintain the following insurance coverages:

- a. Commercial Property Insurance: LESSEE shall be responsible for maintaining commercial property insurance in an amount LESSEE deems sufficient to protect its interests in the improvements LESSEE constructs on the PREMISES pursuant to this Agreement.
 - i. Commercial General Liability: LESSEE shall maintain commercial general liability insurance covering all operations by or on behalf of the LESSEE on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use) with minimum limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate. Coverage will include Blanket Contractual Liability coverage. CITY shall be named as an additional insured by endorsement and the policy shall include a waiver of subrogation.
 - ii. Umbrella / Excess Liability: LESSEE will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Subsection 4.02(a)(ii) above which is as least as broad as the underlying policies. Coverage shall include CITY as an additional insured. Minimum limits: \$2,000,000 per occurrence.
 - iii. Workers' Compensation / Employers Liability: LESSEE will maintain workers' compensation and employer's liability insurance as required by the state of California. Minimum Limits: (1) Worker's Compensation – state required statutory limits; and (2) Employers' Liability limits: \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease each employee; and \$1,000,000 bodily injury disease aggregate.
 - iv. Automobile Liability: LESSEE will maintain business automobile liability covering liability arising out of any auto (including owned, non-owned and hired vehicles). Coverage will include CITY as an

additional insured and the policy shall include waiver of subrogation and shall have minimum limits of \$2,000,000 combined single limit each accident

- b. LESSEE shall require any contractor it hires to perform work on the PREMISES to provide the same or greater insurance coverages, not including commercial property insurance, as required of LESSEE pursuant to this Subsection 4.02.
- c. All insurance companies affording coverage to the LESSEE shall be required to add CITY as an additional "insured" under the insurance policy(s) required in accordance with this Agreement.
- d. All insurance companies affording coverage to the LESSEE shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.
- e. All insurance companies affording coverage shall provide thirty (30) day written notice to CITY should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Cancellation of any coverage required by the terms hereof shall be grounds for termination of this Agreement pursuant to the provisions of Subsection 6.10 below.
- f. LESSEE shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, substantially in the form attached as Exhibit "C" hereto, concurrently with the submittal by LESSEE to the CITY of copy(ies) of this Agreement signed on behalf of the LESSEE.
- g. LESSEE shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the LESSEE to provide such a substitution and extend the policy expiration date shall be considered a default by LESSEE and subject the LESSEE to a termination of this Agreement.
- h. Maintenance of insurance by the LESSEE as specified in this Agreement shall in no way be interpreted as relieving the LESSEE of any responsibility whatever and the LESSEE may carry, at its own expense, such additional insurance as it deems necessary.

- i. If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY, has the right but not the obligation, to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of Payment by the CITY.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by LESSEE to take out or maintain insurance as required in this Agreement, or failure to provide proof of Insurance, shall be deemed a default under this Agreement.

- j. LESSEE may choose to satisfy the insurance obligations of this Subsection 4.02 by a self-insurance program or a self-insurance joint powers agency or agreement.
- k. CITY and LESSEE hereby waive any rights they may have against each other on account of any loss or damage occasioned to CITY or LESSEE, as the case may be, their property, the PREMISES or its contents, or arising from any risk, to the extent of net insurance proceeds received by the waiving party attributable to such loss, damage or risk from insurance maintained by either party hereto (or to the extent of net insurance proceeds that would have been received but for a failure to maintain insurance as required herein). Such waiver by a party hereto shall be effective only so long as the party's applicable insurance policies contain a clause or are endorsed to the effect that the waiver does not affect the right of the insured to recover under such policies. However, each party hereto shall at its own expense make reasonable efforts to cause its applicable policies to contain such clause or to be endorsed to so provide. The foregoing waivers shall be in addition to, and not a limitation of, any other waivers or releases contained in this Agreement.

SECTION 5: IMPROVEMENTS/ALTERATIONS/REPAIRS

5.01 Acceptance of PREMISES.

LESSEE represents and warrants that it has independently inspected the PREMISES and made all tests, investigations, and observations necessary to satisfy itself of the condition of the PREMISES. LESSEE acknowledges it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement. LESSEE further acknowledges that

PREMISES shall be delivered to LESSEE in their as-is condition and that, except to the extent provided in Section 7 herein, LESSEE does not hold CITY responsible for any defects in the PREMISES. By taking possession of the PREMISES, LESSEE is deemed to have accepted the PREMISES and agreed that the PREMISES is in good order and satisfactory condition, with no representation or warranty by Lessor as to the condition of the PREMISES or the suitability thereof for LESSEE's use.

5.02 Waste, Damage, or Destruction.

LESSEE shall give notice to CITY of any fire or other substantial damage that occurs on the PREMISES within ten (10) days of such fire or damage. With respect to the PREMISES, the LESSEE shall not commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the PREMISES clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish. If the PREMISES are in a condition that is not safe, healthy and sanitary, LESSEE shall make or cause to be made full remediation, repair or other correction of such condition. LESSEE shall be responsible for all costs incurred in the repair and restoration, or rebuilding of the PREMISES. In the event of any destruction or substantial damage to the PREMISES, to the public access to the PREMISES, or to the Property, the LESSEE may determine that it is not possible, practical, or feasible to continue LESSEE's operation of the PREMISES and, in such case, LESSEE may terminate this Agreement by providing written notice to the CITY, which termination shall be effective thirty (30) days after receipt of such notice by the CITY.

5.03 Maintenance.

LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the PREMISES throughout the TERM of this Agreement, as it may be extended. LESSEE will make all repairs and replacements necessary to maintain and preserve the PREMISES in a safe, and healthy, and sanitary condition applicable generally to public property and in compliance with all applicable laws. In the event that the PREMISES are not in a safe, healthy and sanitary condition, CITY shall have the right, after written notice to LESSEE and opportunity for LESSEE to cure, to have any necessary work done to remediate or otherwise correct such condition at the expense of LESSEE, and LESSEE shall reimburse the CITY for the reasonable costs incurred by CITY in having such necessary work performed, within thirty (30) days after receipt from the CITY of a reasonably detailed invoice for such costs. The LESSEE's period for cure after notice from CITY pursuant to this Subsection 5.03 shall be: (i) 48 hours in the event of a condition that constitutes an immediate threat to the safety or health of any person or property; and (ii) a reasonable time, but in no event less than ten (10) days, in all other cases.

5.04 Improvements/Alterations/Conditions on Maintenance.

LESSEE may make necessary temporary improvements to the PREMISES including installing a gravel-based, asphalt-based, or similar parking surface on the PREMISES as generally depicted on Exhibit B hereto, and any associated curbs, parking and lane dividers, wheel stops, gates, fences, lighting, directional and traffic signs, parking lot identification sign, and similar improvements as determined necessary by LESSEE. Any added parking surface, including gravel-based, must be well maintained throughout the TERM of this Agreement. In addition, all improvements must be performed in a manner that complies with all storm water pollution prevention protocols and regulations. LESSEE shall have the full responsibility to comply with all applicable storm water regulations throughout the duration of this Agreement.

Upon expiration or earlier termination of this Agreement, the LESSEE shall, to the extent required pursuant to Subsection 5.10 herein, remove the improvements constructed or installed by LESSEE on the PREMISES and restore the PREMISES to substantially the condition that existed prior to construction or installation of such improvements.

This site and any offsite improvements associated with the site shall be included under the State Water Resources Control Board General Construction Permit coverage obtained for the overall high school project by LESSEE.

LESSEE shall comply with all requirements of the state water resources control board general construction permit, the SDRWQCB Order R9 2007-0001 sections associated with construction, and SMMC 14.15.

Aside from the improvements expressly described within this Subsection, LESSEE shall not construct and/or install any other improvements, structures, or installations on the PREMISES, and the PREMISES shall not be altered by LESSEE without prior written approval by the City Manager or his designee. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the PREMISES without prior written approval by the City Manager or his designee and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this Agreement to maintain the PREMISES in a safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this Agreement to make or assume any expense for any repairs, improvements or alterations. LESSEE will prepare an application (including, as required, a plan for the improvements LESSEE intends to construct) and submit said application to the CITY for Director's Use Permit approval. All costs

associated with the planning, design, and construction of such improvements shall be borne by the LESSEE.

5.05 Utilities/Services.

LESSEE shall pay for all utility costs associated with LESSEE's use of the PREMISES. CITY shall not be liable for any interruption or failure whatsoever in utility services, nor shall any such failure or interruption constitute an actual or constructive eviction of LESSEE from the PREMISES or result in or give rise to any abatement in any rent reserved hereunder or entitle LESSEE to terminate this Agreement.

5.06 Liens.

LESSEE shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the PREMISES without the prior written consent of the City Manager. LESSEE shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the PREMISES for which LESSEE does not have the prior written consent of the City Manager. If any lien or notice of lien on account of an alleged debt of LESSEE or any notice of lien by a party engaged by LESSEE or LESSEE's contractor or materialmen to work on the PREMISES shall be filed against the PREMISES or any part thereof, LESSEE, within twenty (20) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If LESSEE shall fail to cause such lien or notice of lien to be discharged and released of record within the period aforesaid, then, in addition to any other right or remedy, CITY may discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding procedures. Any amount so paid by CITY and all reasonable costs and expenses, including attorneys' fees and court costs, incurred by CITY in connection therewith, shall be paid by LESSEE to CITY on demand. LESSEE shall give CITY adequate opportunity and CITY shall have the right at all times to post such notices of nonresponsibility as are provided for in the mechanics' lien laws of California.

5.07 Encumbrance.

Not Applicable.

5.08 Taxes/Fees.

Except to the extent that LESSEE may be exempt from payment of property taxes, LESSEE shall pay, before delinquency, all taxes, assessments, and fees (including City Community Facility District assessments) assessed or levied upon LESSEE or the PREMISES, including the land, any buildings, structures, machines, equipment, appliance, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the PREMISES, including any licenses or permits.

LESSEE recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes [Revenue and Taxation Code Section 107-107.6]. However, the CITY hereby acknowledges that LESSEE is a public agency whose use of property for public purposes is exempt from taxation and that the LESSEE's intended use of the PREMISES is for public purposes. Therefore, the CITY, upon request from the LESSEE and to the extent reasonable, shall assist with LESSEE's efforts to secure tax-exempt status of its use of the PREMISES from the tax assessor of the County of San Diego.

5.09 Signs.

Except as provided in Subsection 5.04 herein, LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY and receipt of all necessary governmental permits and approvals. If any such unauthorized item is found on the PREMISES, LESSEE shall remove the items at its expense within 24 hours of written notice thereof by CITY, or CITY may thereupon remove the item at LESSEE's cost.

5.10 Ownership of Improvements and Personal Property.

- a. Except as the CITY may elect pursuant to Subsection 5.10(b), upon expiration or earlier termination of this Agreement, all improvements made to the PREMISES by LESSEE except for any parking-lot identification sign shall be deemed to be part of the PREMISES and shall become CITY's property, free of all liens and claims except as otherwise provided in this Agreement. However, the foregoing shall not be deemed or construed to prohibit the LESSEE or a third-party from removing from the PREMISES, or to permit the CITY to acquire or possess, any fixture or other property located on the PREMISES and owned by any third-party, including, without limitation, any rental fencing or utility meter.

- b. If CITY elects not to assume ownership of the improvements as described in Subsection 5.10(a), CITY shall so notify LESSEE in writing not less than thirty (30) days prior to expiration of the TERM or not less than twenty-five (25) days prior to the effective date of any earlier termination. If LESSEE timely receives such notice from the CITY, LESSEE shall remove all such improvements as required by this Subsection 5.10(b) and, to the extent reasonably possible, restore the PREMISES to substantially the condition that existed prior to construction or installation of the improvements that LESSEE is to so remove, at LESSEE's sole cost on or before Agreement expiration or termination. If LESSEE fails to so remove the improvements and restore the PREMISES, LESSEE shall reimburse the CITY for the reasonable cost incurred by the CITY for such removal and restoration. Notwithstanding anything to contrary, upon expiration or earlier termination of this Agreement, the LESSEE shall not be required to remove, and the CITY shall assume ownership of, any gravel-based, asphalt-based or similar parking surface.

5.11 Eminent Domain.

If all or part of the PREMISES are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. **Total Taking.** In the event the entire PREMISES are taken; this Agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. **Partial Taking.** In the event of a partial taking, if, as agreed by the parties hereto, the remaining part of the PREMISES is unsuitable for LESSEE's operations, this Agreement shall terminate on the date of the transfer of title or possession to the condemning authority whichever first occurs.

In the event of a partial taking, if, as agreed by the parties hereto, the remainder of the PREMISES is suitable for LESSEE's operations to continue, this Agreement shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue in effect with respect to the portion of the PREMISES not taken. The BASE RENT shall be equitably reduced to reflect the portion of the PREMISES taken.

- c. **Award.** All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award

attributable to the taking of or damages to LESSEE's then remaining leasehold interest and improvements made to the PREMISES by LESSEE. So the LESSEE may seek to protect such of its interests, the CITY shall permit the LESSEE to fully participate in any proceedings in eminent domain or condemnation affecting the PREMISES, including, without limitation, timely providing any notices or other documentation provided by the condemning authority. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

- d. **Transfer.** CITY has the right to transfer CITY's interests in the PREMISES in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the PREMISES in accordance with this Agreement.
- e. **No Inverse Condemnation.** The exercise of any CITY right under this Agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with LESSEE's operations.

SECTION 6: GENERAL PROVISIONS

6.01 Notices.

Any and all notices and demands that this Agreement contemplates, authorizes, or requires either party to give to the other must be in writing and must be delivered by: (i) personal delivery, recipient signature on delivery receipt required; (ii) registered or certified U.S. Mail, prepaid, with recipient signature on delivery receipt or electronic tracking device required, or (iii) U.P.S., FedEx or other reliable overnight delivery service, with recipient signature on delivery receipt or electronic tracking device required. Any such notice or demand shall be deemed given or served only upon actual receipt by the addressee. This Subsection 6.01 shall not be deemed or construed to apply to day-to-day communications between the parties hereto that are necessary or convenient for administration of this Agreement or to service of process pursuant to any applicable law or rule of court. Each notice or demand must be addressed to the respective party as follows:

To CITY:

City of San Marcos
Director of Real Property Services Division
1 Civic Center Drive
San Marcos, CA 92069

TO LESSEE:

San Marcos Unified School District
Attention: Executive Director, Facilities Planning and Development
255 Pico Avenue, Suite 250
San Marcos, CA 92069

Either party hereto may change its address by notice to the other party hereto as provided herein. LESSEE acknowledges that all payments payable to CITY must be sent to the address stated in Subsection 3.01 of this Agreement. CITY may change the address for payments by giving notice to LESSEE as provided in this Subsection 6.01.

6.02 CITY'S Approval.

Unless otherwise specified in this Agreement, the City Manager shall be the CITY's authorized representative in the interpretation and enforcement of this Agreement. The City Manager may delegate authority in connection with this Agreement to any City Manager's designee(s). For the purpose of directing LESSEE in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the Director of Real Property Services.

6.03 Nondiscrimination.

LESSEE agrees not to discriminate in any unlawful manner against any person or persons on account of race, marital status, sex, religion, creed, color, ancestry, national original, age, or physical handicap in LESSEE's use of the PREMISES.

6.04 Entire Agreement.

This Agreement comprises the entire integrated understanding between CITY and LESSEE concerning the use and occupation of the PREMISES and supersedes all prior negotiations, representations, and agreements relating to such matters. Each party hereto has relied on its own examination of the PREMISES, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

6.05 Interpretation of the Agreement.

The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to CITY.

LESSEE shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.06 Agreement Modification.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

6.07 Waiver.

Any waiver by a party hereto of a default pursuant to this Agreement is not a waiver by such party of any other default. Each waiver of a default must be in writing and be executed by the waiving party in order to constitute a valid and binding waiver. Any delay or failure by a party hereto to exercise a remedy or right available pursuant to this Agreement is not a waiver by such party of that or any other remedy or right under this Agreement. The use by a party hereto of one remedy or right for any default does not waive the use by such party of another remedy or right for the same default or for another or later default. CITY's acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the PREMISES is CITY-owned and held in trust for the benefit of the citizens of the City of San Marcos. No failure by a party hereto to discover a default or take prompt action to require the cure of any default shall result in an equitable estoppel, but such party shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or, in the case of the CITY, when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City manager or by a City taxpayer.

6.08 Attorney's Fees.

In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the

breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs and expenses incurred by the prevailing party.

6.09 Assignment and Subletting - No Encumbrance.

This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the LESSEE's duties be delegated (each, a "Transfer"), without the express written consent of CITY. A consent by CITY to one Transfer shall not be deemed to be a consent to any subsequent Transfer.

Any purported Transfer consummated in violation of the provisions of this Subsection 6.09 shall be null and void, i.e., of no force or effect. This Subsection 6.09 shall not be deemed or construed to prohibit the LESSEE from entering into agreements as permitted by law to provide for construction by contractors and/or subcontractors of any improvements permitted to be constructed on the PREMISES pursuant to this Agreement.

6.10 LESSEE Defaults and CITY Remedies.

- a. The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") by LESSEE under this Agreement:
- (i) Failure of LESSEE to pay any BASE RENT or any other charge or rent hereunder when due;
 - (ii) Failure of LESSEE to observe its covenants and other obligations hereunder if said default or defaults are not cured within thirty (30) days after written notice by CITY to LESSEE;
 - (iii) Discontinuance of the operation of LESSEE's business at the PREMISES;
 - (iv) LESSEE abandons the PREMISES;
 - (v) LESSEE assigns or otherwise transfers this Agreement or subleases the PREMISES without prior written consent of CITY;
 - (vi) LESSEE does or permits to be done anything which creates a lien upon the PREMISES and the same is not discharged within the time specified in Subsection 5.06 herein; and
 - (vii) The estate created in LESSEE pursuant to this Agreement is taken in execution or by other process of law, or all or a substantial part of the assets of LESSEE is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation continues

for a period of ninety days), or LESSEE makes an assignment for the benefit of creditors, or admits in writing to the CITY or any judicial body that it cannot meet its obligations as they become due, or is adjudicated a bankrupt, or LESSEE institutes any proceedings under any federal or state insolvency or bankruptcy law as the same now exists or under any amendment thereof which may hereafter be enacted, or under any other act relating to the subject of bankruptcy wherein LESSEE seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against LESSEE under any such insolvency or bankruptcy law (and such proceeding not be removed within ninety (90) days thereafter). If any insolvency proceedings, such as those referred to in this Subsection 6.10, are instituted against LESSEE, the PREMISES shall not become an asset in any such proceedings.

- b. Upon the occurrence of any Event of Default by the LESSEE, in addition to all other remedies available to CITY at law or in equity, including, without limitation, California Civil Code Sections 1951.2, 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover Rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations) and 1951.5, CITY shall have the option to terminate this Agreement and/or any services provided to LESSEE under this Agreement, by giving notice of such termination to LESSEE, whereupon this Agreement shall automatically cease and terminate, and LESSEE shall be obligated to immediately quit the PREMISES. If CITY elects to terminate this Agreement pursuant to this Subsection 6.10, everything contained in this Agreement on the part of CITY to be done and performed shall cease, without prejudice, however, subject to the right of CITY to recover from LESSEE all rent and other charges accrued up to the time of termination, and any other monetary damages sustained by CITY.
- c. Upon termination pursuant to this Subsection 6.10, CITY may immediately enter and take possession of the PREMISES unless CITY provides written notice to LESSEE within three business days of termination that CITY will require the LESSEE to remove improvements from the PREMISES and restore the PREMISES in accordance with Subsection 5.10(b) herein, in which event the LESSEE may retain possession of the PREMISES solely for such purposes and until completion of such work.
- d. LESSEE hereby expressly waives any and all rights conferred by California Civil Code Section 3275 and by California Code of Civil Procedure Sections 1174(c) and 1179 and any and all other laws and rules of law from time to time in effect during the TERM providing that LESSEE shall have any right to redeem, reinstate or restore this Agreement following the termination of this Agreement by reason of LESSEE's breach. The rights given to CITY in this

Subsection 6.10 are in addition to any rights that may be given to CITY by any statute or otherwise.

- e. Nothing in this Agreement shall be deemed or construed to prohibit the LESSEE from disputing that an Event of Default by LESSEE has occurred or seeking remedies for wrongful termination of this Agreement.

6.11 CITY Defaults and LESSEE Remedies.

- a. If CITY fails to perform any of its obligations hereunder and fails to cure such failure within thirty (30) days of CITY's receipt of written notice of such failure, CITY shall be in default under this Agreement.
- b. In the event of any such default by the CITY, LESSEE shall have all remedies available under law for breach of contract, including (without limitation) the right of specific performance; provided, however, that in no event shall CITY be liable under any circumstance to LESSEE for any loss of profits arising in connection with such default by CITY
- c. In the event of a default on the part of CITY hereunder, LESSEE shall give notice to any mortgagee or trustee of CITY which has notified LESSEE of its address in the manner provided for notices in this Agreement and said mortgagee or trustee will have the right to cure CITY's defaults under this Subsection 6.11 within the time periods applicable to the CITY.
- d. To the extent LESSEE makes any claim or asserts any cause of action against CITY for monetary damages in connection with any breach by the CITY of its obligations pursuant to this Agreement, other than any claim for equitable or contractual indemnification in connection with any third-party claim or cause of action arising from the negligence or willful misconduct of the CITY: (a) LESSEE's sole and exclusive remedy shall be against the current rents, issues, profits and other income CITY receives from CITY's operation of the PREMISES, net of all current operating expenses, liabilities, reserves and debt service associated with said operation, and subject to the rights of CITY's mortgagees and other lenders ("NET INCOME"); (b) no other real, personal or mixed property of CITY, wherever located, shall be subject to levy on any judgment obtained against CITY, (c) if such NET INCOME is insufficient to satisfy any judgment, LESSEE will not institute any further action, suit, claim or demand, in law or in equity, against CITY for or on the account of such deficiency, and (d) LESSEE shall have no right to perform or cure any such alleged defaults of CITY at CITY's expense. None of the CITY PARTIES except for the CITY shall be liable for any obligation under this Agreement. The limitations set forth in this Subsection 6.11 shall be enforceable by CITY and the CITY PARTIES. Further, in consideration of the execution of this Agreement by CITY, LESSEE agrees in the event of any actual or alleged failure, breach, or default hereunder by CITY: (i) no CITY

PARTIES other than the CITY should be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of the CITY); (ii) no service of process shall be made against the CITY PARTIES other than the CITY (except as may be necessary to secure jurisdiction of the CITY); (iii) no CITY PARTIES other than the CITY shall be required to answer or otherwise plead to any service of process; (iv) no judgment will be taken against the CITY PARTIES other than the CITY; (v) any judgment taken against any of the CITY PARTIES other than the CITY may be vacated and set aside at any time without hearing; and (vi) the foregoing covenants and agreements are enforceable both by CITY or the CITY PARTIES. LESSEE agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Agreement or imposed by statute or at common law.

- e. Notwithstanding anything to the contrary, and consistent with the California Supreme Court's decisions in *City of Los Angeles v. Offner* (1942) 19 Cal.2d 483 and *Dean v. Kuchel* (1950) 35 Cal.2d 444, the California Appellate Court's decision in *City of San Diego v. Rider* (1996) 47 Cal.App.4th 1473, and other California court decisions, in no event shall the CITY have the right to require accelerated payment by LESSEE of any then-future BASE RENT, and BASE RENT shall be abated in proportion to the extent the LESSEE is denied use of the PREMISES as provided by this Agreement for any reason other than any Event of Default by the LESSEE. The foregoing requirements are intended to ensure that the LESSEE's obligation to pay BASE RENT is not construed as public debt in violation of statutory and constitutional prohibitions against a public agency incurring debt without requisite voter approval.

SECTION 7: HAZARDOUS SUBSTANCES

Notwithstanding any other provision of this Agreement, under no circumstances shall LESSEE place or store any of the following in or about the PREMISES: (i) combustible materials or substances (other than the materials customarily found in vehicles), (ii) materials or substances that are identified or defined as hazardous or toxic materials, substances or wastes or as pollutants under any federal, state or local law, ordinance or regulation pertaining to the environment, pollution or public health ("HAZARDOUS SUBSTANCES LAWS"), or (iii) materials or substances which are regulated by HAZARDOUS SUBSTANCES LAWS. Without limiting the foregoing, CITY shall have the right to prohibit and to require the immediate removal of any vehicle that is leaking fuel, oil, coolant, or other engine fluids.

LESSEE shall immediately advise CITY in writing of, and provide CITY with a copy of: (i) any notices of violation or potential or alleged violation of any HAZARDOUS SUBSTANCES LAWS which are received by LESSEE from any governmental agency concerned with LESSEE's use of the PREMISES, (ii) any and all inquiry, investigation, enforcement, clean-up, removal or other governmental or regulatory

actions instituted or threatened relating to LESSEE or the PREMISES; (iii) all claims made or threatened by any third party against LESSEE or the PREMISES relating to any Hazardous Substances, and (iv) any release of Hazardous Substances in, on or about the PREMISES of which LESSEE is aware or reasonably believes may have occurred.

If LESSEE permits any Hazardous Substances to be used, generated, stored, transported, handled or disposed of in or about the PREMISES at any time during the TERM, as it may be extended, that results in contamination of the PREMISES or the soil or groundwater thereunder, subject to CITY's prior written approval and any conditions imposed by CITY, LESSEE shall promptly take all actions, at its sole expense and without abatement of rent, as are necessary to return the affected portion of the PREMISES and the soil and ground water to the condition existing prior to the introduction of the contaminating Hazardous Substance by LESSEE or its employees, agents or contractors. CITY's approval of such remedial work shall not be unreasonably withheld so long as such actions will not cause a material adverse effect on the PREMISES after expiration of the TERM. CITY shall also have the right to approve any and all contractors hired by LESSEE to perform such remedial work. All such remedial work shall be performed in compliance with all applicable laws, ordinances and regulations.

Notwithstanding anything to the contrary, LESSEE shall have no responsibility or liability for, and CITY hereby waives any and all claims, causes of action and relief against LESSEE for, and CITY hereby releases LESSEE from any and all responsibility and liability for: (i) any hazardous materials, wastes, substances or other things regulated, governed or otherwise within the scope of any HAZARDOUS SUBSTANCES LAWS ("Hazardous Materials") that, without fault of the LESSEE, existed on, in, under or in the vicinity of the PREMISES prior to the LESSEE taking possession of the PREMISES; (ii) any Hazardous Materials that at any time, including, without limitation, during the TERM, are introduced, released or discharged on, in, under or in the vicinity of the PREMISES by any person or entity other than the LESSEE or any of the LESSEE PARTIES; and (iii) any other adverse environmental, physical or geological condition of the PREMISES or Property that is not caused by an act or omission of the LESSEE or any of the LESSEE PARTIES.

SECTION 8: SIGNATURES

8.01 Signature Page.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the LESSEE and CITY.

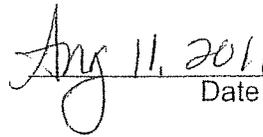
This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigned do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

FOR THE CITY OF SAN MARCOS

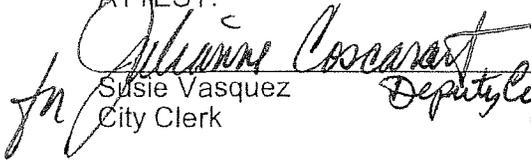


Paul Malone
City Manager



Date

ATTEST:

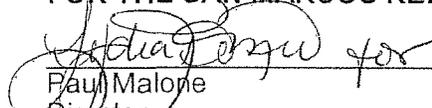


Susie Vasquez
City Clerk

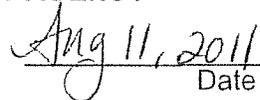


Date

FOR THE SAN MARCOS REDEVELOPMENT AGENCY



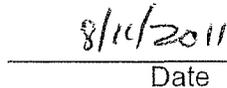
Paul Malone
Director



Date

FOR THE SAN MARCOS UNIFIED SCHOOL DISTRICT





Date

EXHIBIT A
DEPICTION OF THE PROPERTY

[See attached]

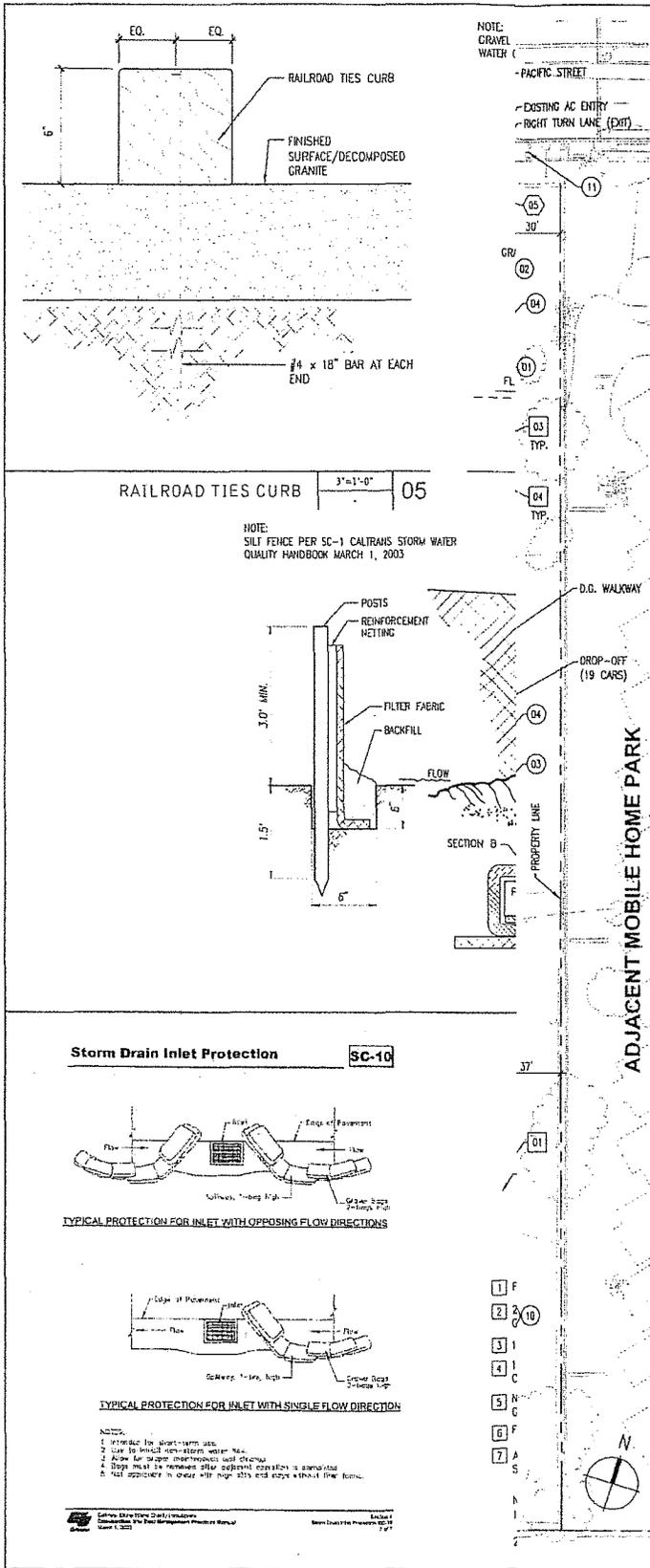
Exhibit "A"



EXHIBIT B

DEPICTION OF THE PREMISES SHOWING PROPOSED
TEMPORARY PARKING AND DROP-OFF IMPROVEMENTS

[See attached]



HORIZONTAL CONTROL NOTES:

THIS HORIZONTAL CONTROL PLAN ESTABLISHES THE FOLLOWING TO BE USED AS BASE CONTROL FOR CONSTRUCTION STAKING.
 1. IF ANY DISCREPANCIES ARE FOUND DURING CONSTRUCTION STAKING NOTIFY CIVIL ENGINEER IMMEDIATELY.

PAVING LEGEND

SYMBOL	DESCRIPTION
	STABILIZED DRIVEWAY / DRIVE AISLE 3" TYPE B AC OVER 3" AB COMPACTED TO 95% RELATIVE COMPACTION OVER 12" SCARIFIED NATIVE SUBGRADE COMPACTED TO 95% RELATIVE COMPACTION. PROVIDE REDWOOD HEADER ON ALL SIDES OF AC. SIZE OF PANEL NOT TO EXCEED 2,499 SQ. FT.
	POROUS SURFACE MATERIAL 6" MIN. DECOMPOSED GRANITE OR CLASS II BASE, OR RECYCLED ASPHALT COMPACTED TO 95% RELATIVE COMPACTION WITH STABILIZER. PLACE IN 3" MAX LIFTS TO ACHIEVE PROPER COMPACTION. DECOMPOSED GRANITE PER SSPWC SPECIFICATIONS.

HORIZONTAL CONTROL CONSTRUCTION NOTES:

- 01** INSTALL REDWOOD HEADER FOR DECOMPOSED GRANITE PER DETAIL 04, THIS SHEET.
- 02** INSTALL SINGLE LINE PARKING LOT STRIPING.
- 03** INSTALL RAILROAD TIES CURB PER DETAIL 05, THIS SHEET.
- 04** SLOPE TO INTERIOR

MATERIALS KEYNOTE

- 01** CHAINLINK VEHICULAR ACCESS GATE
- 02** CHAINLINK PEDESTRIAN GATE
- 03** 6' HIGH CHAINLINK PERIMETER FENCE
- 04** FULL HEIGHT WIND SCREEN FABRIC

EROSION CONTROL BMPS

- 10** PLACE SILT FENCE WITH GRAVEL BAG BERM PER DETAIL 02 & 03, THIS SHEET
- 11** PROVIDE STORM DRAIN INLET PROTECTION PER DETAIL 06, THIS SHEET

GRADING NOTES

1. STABILIZED AREAS REQUIRING PAVEMENT FLOW AWAY FROM THE CREEK AND ONTO A PERMEABLE AREA.
2. LIMIT GRADING, CUTTING, BLADING, SCRAPING AND GRUBBING TO 50 CY. MAX.
3. EXISTING GRADES TO REMAIN, AND FILL TO BE PLACED ON TOP OF EXISTING GRADES TO PROVIDE UNIFORM SLOPE TO THE SITE.

STRIPING AND SIGNAGE KEYNOTE

- 01** INSTALL STOP SIGN PER CALTRANS STANDARD R1-1 30" WITH DIAMOND GRADE (OR EQUIVALENT) REFLECTIVE MATERIAL. POST SHALL BE 1 3/4" SQUARE TUBE TELSPAR (OR EQUIVALENT) POST WITH BREAKAWAY ANCHOR SYSTEM. SIGN CLEARANCE SHALL BE 7' TO THE BOTTOM OF THE R1-1 SIGN.
- 02** INSTALL PAVEMENT MARKING PER CA MUTCD FIGURE 3B-20 (CA).
- 03** INSTALL PAVEMENT MARKING TYPE VII ARROW (L) PER CA MUTCD FIGURE 3B-21 (CA).
- 04** INSTALL 12" WHITE ADVANCE LIMIT LINE PER CA MUTCD FIGURE 3B-103 (CA) AND SECTION 3B-16.
- 05** INSTALL PAVEMENT MARKING TYPE IV ARROW (R) PER CA MUTCD FIGURE 3B-21 (CA).

STRIPING AND SIGNING GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CALTRANS STANDARD PLANS, DATED MAY 2010 AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), 2010 EDITION.
2. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
3. ALL STRIPING AND TRAFFIC MARKS SHALL BE THERMOPLASTIC.

AFFECTED SITE AREA = 152,700 S.F.

SWPPP WDIID # 9 37C361439

STORM DRAIN INLET PROTECTION N.T.S. **06**

01 1" = 40'

T PLANS FOR: RCOS HIGH SCHOOL-TEMPORARY CONSTRUCTION PARKING EXHIBIT ARCOS BLVD AND PACIFIC STREET, SAN MARCOS, CA	Drawing No. C1 Sheet 1 of 1
--	--

EXHIBIT C
FORM OF LESSEE CERTIFICATE OF INSURANCE
[See attached]

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/10/2011
PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED San Diego County Schools/JPA San Marcos Unified School Dist 255 Pico Avenue, Suite 250 San Marcos, CA 92069	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: San Diego County School Risk	
	INSURER B: Permissively Self-Insured	
	INSURER C: AWAC/CRC*	10690
	INSURER D: Endurance/CRC*	41718
	INSURER E: Continental/Gr.Am/CRC*	20443

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	*Per MOC on file	07/01/2011	07/01/2012	EACH OCCURRENCE	\$5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$10,000,000
						PRODUCTS - COMP/OP AGG	\$10,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS \$500,000	*Per MOC on file	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	JP AMEMORANDUM OF COVERAGE 60 Days Notice of Cancellation		07/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Blanket Prop	030567751N	07/01/2011	07/01/2012	\$5,000,000/\$100,000 SIR	
D		Blanket Prop	CPN10003209500	07/01/2011	07/01/2012	\$20,000,000 XS \$5M	
E		Blanket Prop	OSR2083564156	07/01/2011	07/01/2012	\$225,000,000 XS \$25M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Issued CRC Permission. Certificate is subject to policy limits, conditions and exclusions. *(MOC)

Memorandum of Coverage-approved Self Insurance Program reinsured by Munich Reinsurance America Inc.

Property policy incl Special Form/Replacement Cost.

Re: Lease of parking lot - 4 parcels located at 1281-1283 San Marcos Boulevard, San Marcos, CA. City of San Marcos is additional insured (general liability policy) per attached form.

CERTIFICATE HOLDER City of San Marcos and the San Marcos Redevelopment Agency 1 Civic Center Drive San Marcos, CA 92069	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>90</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marcia Ann Schillo</i>
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS
AUTHORITY (SDJPA)
Additional Insured Endorsement**

WHO IS A COVERED MEMBER (Per section 11 item 3 of the MOC – Memorandum of Coverage)

Any person(s), entity(ies), or organization(s) **you** are required by a **covered member contract** to include as an **additional insured** solely with respect to **bodily injury** and **property damage** and arising out of:

- a. Premises leased, used or occupied by you;
- b. **Automobiles** leased or rented by you;
- c. Equipment owned, leased or rented by you;
- d. Mortgagees and Loss Payees of a **Covered Member**; or
- e. Property owners and property managers of property owned, leased, rented or occupied by you

However, the additional insured status and coverage does not apply to:

- (1) Any **occurrence** which takes place prior to or after you cease to occupy the premises as stated in the **covered contract**;
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of the additional insured;
- (3) Any **wrongful act, employment practices wrongful act** or **employee benefit wrongful act**.

This coverage will be further limited to the extent and Limits of Liability required by the **covered member contract** and will not increase the limits stated in **SECTION III-LIMIT(S) OF COVERAGE** nor alter any of the terms of coverage stated in this MOC. The **covered member contract** must be effective and executed prior to a covered **occurrence**.

San Diego County Schools Risk Management Joint Powers Authority.
#SDJPA0070111 July 1, 2011 to July 1, 2012

Re: City of San Marcos is additional insured per this form.

MOC Effective 7.1.11

Attachment F
(Creek District Specific Plan – Land
Use and Circulation sections –
Properties #1 & 8)

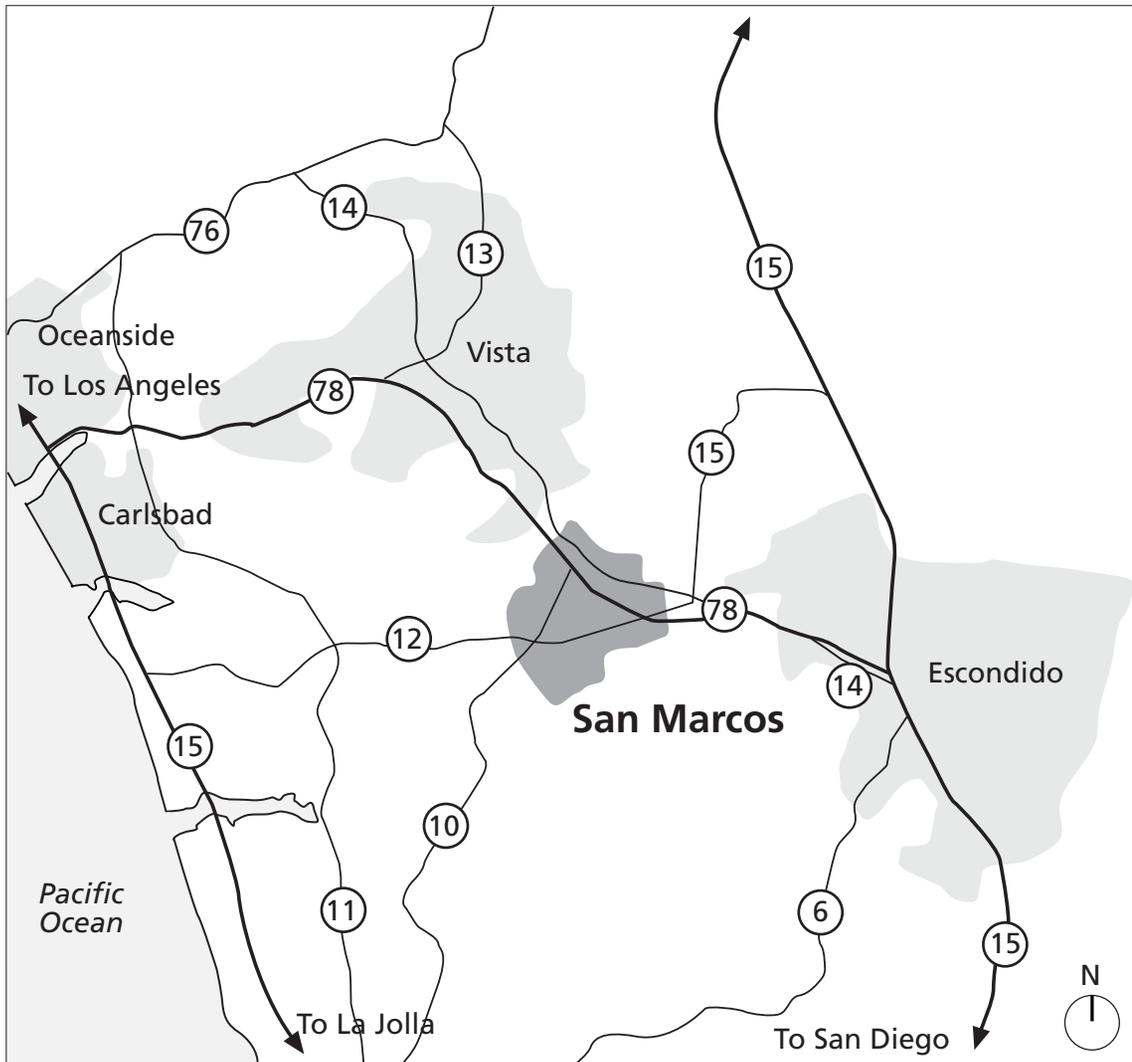
Chapter 2 Planning Area

2.1 District Location

Regionally, the Creekside District is centrally located to the North County, roughly midway between Carlsbad and Escondido and the two respective regional north-south transportation corridors, I-5 and State Route 15 (see Figure 2-1). The District is also centrally located within San Marcos, adjacent to San Marcos Boulevard, the City's primary commercial corridor, and a mile or less from the City's Town Center, Cal State San Marcos, and Palomar College (see Figure 2-2). Situated in the City's designated Business & Industrial District, the area is bounded on the north by San Marcos Boulevard, on the south and west by Discovery Street, and on the east by Grand Avenue and State Route 78 (SR-78).

SR-78 provides regional access to the Creekside District via the San Marcos Boulevard and Los Posas Road interchanges. Local east-west access to the District is provided via San Marcos Boulevard and Discovery Street/Craven Road, while Las Posas/McMahr Road, Via Vera Cruz, Bent Avenue, and Grand Avenue all provide for north-south access to the area.

Figure 2-1: Regional Context

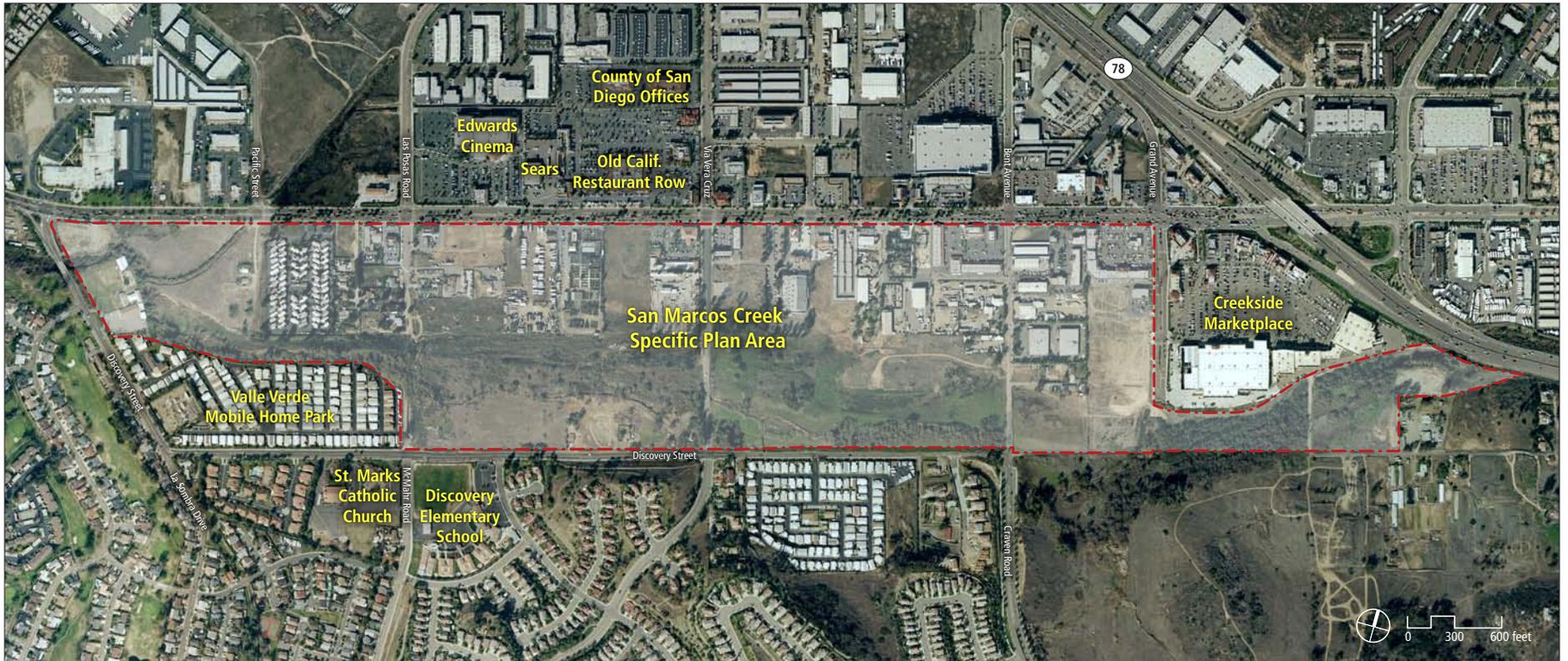


Centrally located in San Marcos, the Creekside District is near key city destinations: Cal State San Marcos (top), the Civic Center (middle), and Palomar College (bottom).

Figure 2-2: Planning Area Context



Figure 2-3: Planning Area



2.2 District Character

2.2.1 The Natural Setting

The 214-acre Creekside District takes its name from San Marcos Creek, which extends the entire length of area from SR-78 to Discovery Street (see Figure 2-3). Situated within the creek’s alluvial plain, the District has relatively level topography that slopes gradually (approximately 2% slope) down from east to west. The creek channel itself is not deeply incised, so the difference in elevation between the bottom of the creek and a parallel portion of San Marcos Boulevard is typically not more than five to ten feet. Because the District is so flat, much of the area is subject to flooding during intense storm events. Roughly two-thirds of the District is located within the 100-year floodplain.

Due to its susceptibility to flooding, most of the southern portion of the District remains undeveloped. Vegetation in the undeveloped portion of the District generally consists of riparian woodlands along the creek channel, with grasslands occupying the upland areas between the riparian woodlands and developed areas. The condition of the plant cover in each of these areas varies widely, from quite disturbed and patchy to very dense and lush. Generally, the riparian woodland areas include a mix of willows, reeds, sedges, and mulefat with scattered cottonwoods, sycamores, and other non-native tree species interspersed. Sections of the creek channel are so densely vegetated that the creek itself is frequently not visible. On the other hand, the grassland areas, which consist of primarily low-growing native and non-native grasses and random stands of eucalyptus and walnut trees are more visually open in character.

While the visual quality and design character of the existing development in the District is, on average, not very strong, the visual character of the area’s natural setting is generally quite pleasant, although not uniformly so. The more disturbed portions of the District are somewhat weedy in character and the area’s ap-



Large portions of the southern area remain undeveloped due to potential flooding (top). However, the site’s openness provides an attractive setting and views of the surrounding hilly landscape (bottom).

pearance varies dramatically from season to season. The absence of significant topographic or man-made features within the District contributes to a very open visual character that allows for views out from the District to the surrounding landscape, including the creek corridor and the distinctive hillsides and ridgelines that ring San Marcos.



San Marcos Boulevard is a heavily traveled commercial corridor and sub-regional thoroughfare.



Existing auto-oriented “strip” malls along San Marcos Boulevard do not contribute to a positive district character or identity.

2.2.2 The Land Use Setting

Land Use Patterns

Land uses in the area surrounding the District include four general categories: commercial, industrial, residential and institutional. Retail and service commercial uses predominate along San Marcos Boulevard, with industrial uses located to the north and south of the retail. Residential subdivisions predominate in the areas south and west of Discovery Street with some legal nonconforming residential uses scattered within the Creekside District. Institutional land uses are interspersed with other uses to the north, west and south of the District.

Existing District Land Uses

Existing development in the District is located primarily north of the creek and closer to San Marcos Boulevard. Development in the area between Grand Avenue and McMahr Road consists of primarily commercial and legal nonconforming industrial uses, including neighborhood “strip” retail centers, two gas stations, a lumberyard, three storage facilities, a construction material storage yard, auto services, a bowling alley, office uses, and a fast food restaurant.

The southern half of the District between Grand Avenue and McMahr Road, including areas north and south of the creek, is primarily undeveloped, except for four single-family residences and a vacant industrial building. No development is located within the District east of Grand Avenue, which consists of undeveloped creek channel to Highway 78. West of McMahr Road existing development includes the “E-Z Living” mobile home park, a half-dozen single-family residences, a restaurant, and a church and affiliated school.

Surrounding Land Uses

South of the District, the “Valle Verde” mobile home park is located in the area between the Creek and Discovery Street. South and west of Discovery Street, existing development consists primarily of residential uses (single-family and cluster development), the Lake San Marcos Country Club, and some institutional uses including a church, an elementary school, and San Marcos High School. North of the District, development along San Marcos Boulevard is primarily retail. Between the freeway and Via Vera Cruz, these retail uses consist of a mixture of neighborhood and regional retail centers, auto-oriented service uses, and some office uses. From Via Vera Cruz west to McMahr Road, the uses have a predominantly entertainment retail character, with major uses including Old California Restaurant Row, Edwards Cinema, and Sears. Industrial and office uses occupy portions of the north side of San Marcos Boulevard west of Pacific Street and predominate in the area immediately north of the retail development along San Marcos Boulevard (e.g., farm supply, a beer distributorship, and the County office complex).

The Creekside Marketplace, a regional retail center, borders the District to the east and north in the area between Grand Avenue and SR-78. The area south of Creekside Marketplace remains predominantly undeveloped except for some legally nonconforming transitional land uses immediately south and southeast of the District. The General Plan currently calls for business park and health care uses south of the creek, but the City will be reevaluating future uses in this area through the “Heart of the City” specific plan process.



Edwards Cinema (top), Old California Restaurant Row (middle), and the Creekside Marketplace (bottom) are key existing retail uses along San Marcos Boulevard.



Much of the area's retail is characterized by development patterns typical of "strip" commercial uses.



Only a few retail buildings have multiple stories or directly front onto San Marcos Boulevard.



Existing industrial uses exhibit a functional architectural character with minimal articulation.

2.2.3 Development Patterns

Each of the four general land use categories described above (commercial, industrial, residential and institutional) have unique development patterns, building types, and architectural characters associated with them. The existing development in each of these categories represents the physical context into which future Creekside District development is going to grow. A key consideration of the plan is how different this existing physical context (i.e., the built environment) is from what is proposed for the District.

Commercial

Currently, the densest concentration of commercial development occurs in a two-block stretch of San Marcos Boulevard between McMahr Road and Bent Avenue. The development consists of primarily low-rise "strip" malls and large "big box" structures, many with a Spanish colonial architectural theme. The majority of buildings are set back from the street with parking lots occupying the front setback. Interspersed within this commercial strip development are small clusters of legal nonconforming single-family residential units, legal nonconforming storage yards and vacant lots that contribute to a lack of continuity along the street edge.

The architectural quality of the commercial buildings varies greatly from building to building. Most of the "strip" malls have a simple, somewhat generic retail architectural character. Many of these are designed with references, such as light-colored stucco exteriors and terra cotta roof tiles, to the Spanish colonial architectural theme called for in the City's design guidelines for San Marcos Boulevard. In general, the design quality of the existing commercial development along San Marcos Boulevard is ordinary. Most Spanish colonial references are limited to surface decoration, and the architecture does not reflect building forms and massing associated with the style.

A positive example of a commercial building in the Spanish colonial theme can be found at the northeast corner of San Marcos Boulevard and Via Vera Cruz. This two-story stucco office building is well proportioned, set close to the street, and successfully exhibits stylistically appropriate architectural detailing, including a wood and metal balustrade, exposed wood beams, terra cotta tiles and exterior columns. A small number of buildings also are designed in the “ranch” style, such as the Bamford Center on Grand Avenue. This simple style can be characterized by sloped wood shingle roofing and darkly painted or stained wood panel exteriors with white accent trim around windows and doors.

Industrial

The majority of industrial development is located in the triangular area between the San Marcos Boulevard commercial corridor and SR-78. A limited number of legal nonconforming industrial buildings are also mixed into the commercial area along the south side of San Marcos Boulevard. Most of the industrial structures are of low-rise simple concrete box construction, and range in size from roughly 2,000 to 30,000 square feet. Buildings tend to be surrounded by fields of parking, which separate them from the street and from adjacent buildings. The industrial zone has a purely functional architectural character and includes minimal variation in massing and building heights.

Residential

A variety of housing types can be found within the District and surrounding area. The majority of residential development is concentrated in the hills south of Discovery Street and to the west of the District. Large, upscale single-family homes built within the last ten to fifteen years comprise the development in the hills directly south of the District, while older, well-maintained single-family homes are located in the Lake San Marcos Country Club to the west.



The existing mobile home park in the planning area is considered a transitional use until the area redevelops.



Attractive, newer residential neighborhoods in the Discovery Hills overlook the site.



A nearby office building reflects a Spanish/Mediterranean style.

In addition to these detached single-family homes, there are also a number of townhomes, apartments, and mobile homes located adjacent to the District. A small townhome development is located at the intersection of La Sombra Drive and Discovery Street, and a senior apartment complex is located on San Marcos Boulevard near the intersection with Discovery Street. Two mobile home parks are located immediately south of the District, one at the southwest corner in the area bounded by Discovery Street and San Marcos Creek, and the other is on the south side of Discovery Street east of Via Vera Cruz.

The predominant residential architectural styles are Spanish colonial/Mediterranean and ranch. Newer homes are generally larger two-story structures with a Spanish/Mediterranean theme, while the older homes tend to be one-story, ranch-style buildings.

Residential development located within the District includes a handful of modest single-family homes and a mobile home park. Single-family homes are tucked among the commercial development south of San Marcos Boulevard with the largest cluster located west of McMahr Road. The mobile home park, which is located just west of these single family homes on Tamarisk Lane, includes approximately 76 units and is considered a transitional use until the area redevelops.

Institutional

A number of institutional buildings are located in the District vicinity, including educational, civic and religious uses. The only institutional use actually in the District is the Valley Bible Church and Christian School on Discovery Street south of San Marcos Boulevard. The City is working with this organization to relocate elsewhere within the city since their current site is subject to flooding from San Marcos Creek. Another church and a public elementary school are located just south of the District on Discovery

Street east of La Sombra Drive, and San Marcos High School is located on San Marcos Boulevard just west of Discovery Street. All of these uses have a dominant suburban and auto-oriented character (i.e., large parking areas).



A portion of the Valley Christian School site currently lies within the 100-year floodplain.



Discovery Elementary is the closest elementary school to the District.

2.3 Land Ownership And Parcelization

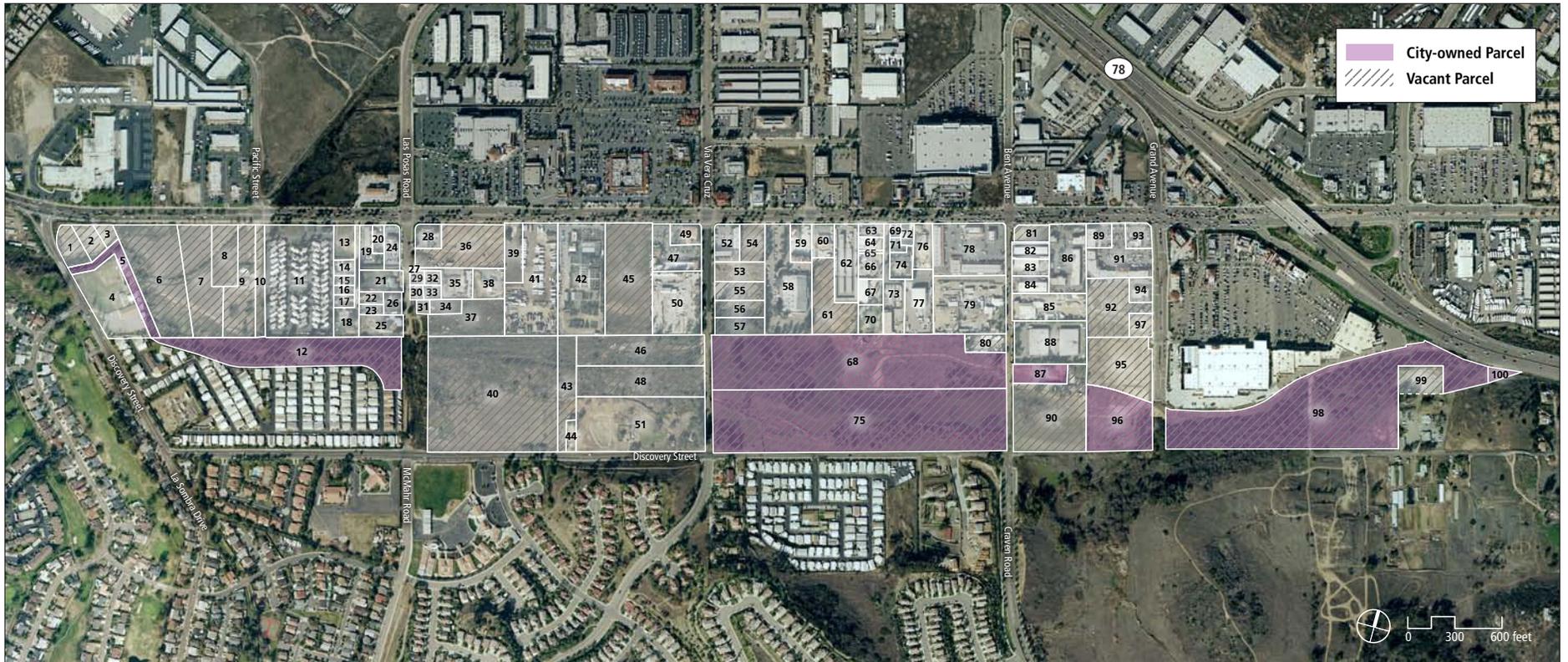
The District includes 100 recorded parcels, owned by 75 different landowners. Altogether, the 100 parcels include approximately 208 acres (the District also includes approximately 6 acres in public right-of-ways). Parcel sizes vary from 0.03 acres (1,200 square feet) to 17.2 acres. Generally, the existing parcels tend to be small, with over half of the parcels (59% or 59 parcels) being less than an acre in area. Of the 100 parcels, only eight parcels are larger than 5 acres in area, and only four are larger than 10 acres.

The City of San Marcos is the largest landowner, with eight parcels totaling 59.6 acres (see Figure 2-4). In anticipation of implementing the flood control improvements identified in this plan, the City has been acquiring land along the creek corridor that will be needed to construct the necessary improvements.

Of the 100 parcels in the District, 38 parcels are vacant or undeveloped. These vacant parcels include approximately 127.5 acres (61% of the District), and range in size from 0.17 acres to 17.2 acres. Of the 21 property owners who own undeveloped land, the four largest landowners own 89.9 undeveloped acres, or 71% of the vacant land. The City of San Marcos' landholdings account for 46% of the vacant land. In addition to the vacant and undeveloped parcels, many parcels are under-utilized (i.e., the amount or type of development currently on them is not consistent with what is permitted under existing zoning), so the vacant land represents only a portion of District land with development potential.

An inventory of all District parcels, their owners, size, and development status is included as Appendix A.

Figure 2-4: Land Ownership and Parcelization



The image shows a vibrant urban street scene. In the foreground, a paved sidewalk is lined with young trees and large potted plants. Several people are walking along the sidewalk. In the background, a multi-story brick building with blue accents and black metal balconies is visible. The building has large windows and a modern, yet classic architectural style. The sky is clear and blue.

Chapter 3 Land Use

3.1 Purpose

The Land Use chapter establishes the framework for development and conservation within the Creekside District. The chapter describes the overall land use concept for the District, including the types, intensities, and distribution of uses, and sets forth specific land use goals and policies.

This direction provides the foundation for the more detailed land use regulations and development standards that are established in Chapter 7, Form-Based Code (see Section 7.2 Land Use/Building Function Regulations) as well as other elements of the Specific Plan. More specific goals and policies for open space and resource management are included in Chapter 4, information on the circulation system is contained in Chapter 5, community design issues are addressed in Chapter 6, and details relating to public utilities are contained in Chapter 8.

3.2 Land Use Concept

3.2.1 Mixed-Use Downtown

GOAL 3.1: An active, mixed-use commercial core and “downtown” for San Marcos that will be both a citywide and regional destination.

Over the years, San Marcos has grown from a rural unincorporated community into a city without the benefit of having a true “downtown” that serves as the focus of the community’s social, cultural and commercial life. The Town Center area, with the City Hall complex and associated commercial development, fulfills some of the civic and cultural needs typically associated with a community’s downtown, but the need remains for a commercial center that will contribute to the vitality, livability, and identity of San Marcos.

As the City continues to grow, and areas such as the Town Center, Cal State San Marcos, and Heart of the City build out, so will the demand for a downtown that addresses the commercial and entertainment needs of the City’s residents, workers, students and visitors. The intent of this Specific Plan, and the associated infrastructure improvements, is to provide a framework that will support the creation of just such a thriving commercial center and focal point for community interaction.

Policy 3.1.1: Establish the Creekside District as an attractive pedestrian-oriented, mixed-use commercial center.

San Marcos currently lacks a truly pedestrian-oriented shopping and entertainment district. The prevalent existing pattern is characterized by retail centers designed primarily to cater to passing vehicular traffic. In order to establish the Creekside District as a vibrant center for the community’s social and commercial life, it



The Creekside District will be a pedestrian-oriented, mixed-use “Downtown.”

is essential that it be an attractive, walkable neighborhood where people feel comfortable strolling, lingering, and engaging in the social and cultural activities that characterize successful downtowns.

Many factors contribute to the creation of a pedestrian-oriented district, including the design of the public streetscape and the scale and orientation of buildings. The type, mix, and distribution of land uses, however, also play an important role. Promoting mixed-use development in the Creekside District will support the creation of a pedestrian-oriented district, by locating residences, employment, retail, entertainment and services within convenient walking distance of each other, and thus eliminating the need for many of the daily vehicle trips that are necessary when these uses are dispersed. The intent is for those who live and work in the area in the future to be able to walk from homes and jobs to nearby businesses for dining, shopping, services, and entertainment, and for those who visit or commute to the District to be able to park once and then walk to all of their destinations (This “park once” strategy is at the heart of the parking management plan discussed in Chapter 5, Circulation and Transportation. Additionally, refer to this chapter as well as Chapter 6, Community Design for detailed discussion of pedestrian-oriented design concepts, standards and guidelines).

Policy 3.1.2: Encourage mixed-use development that enhances the identity and function of the Creekside District as a downtown for San Marcos and a retail and entertainment destination for the North County.

Policy 3.1.3: Balance retail and entertainment uses with a mix of residential, office, and service uses that complement and support the economic viability of the commercial core, and contribute to the creation of a new “24-hour” neighborhood with around-the-clock vitality.

In contrast to current land use regulations that promote a more homogeneous, single-purpose commercial district in the area north of the creek, the Specific Plan promotes a mixture of commercial, residential and employment uses within the District. The rationale for this approach is both economic and social. Economically, the mixed-use concept is important because of the support that residential and employment-generating uses will provide for new retail development. Given the competitive nature of the retail market in the North County, it will be critical to build a local base of support for new retail by incorporating complementary residential and employment-generating uses within the District. Socially, a mixed-use district supports the development of a more vibrant district that avoids the downtimes associated with single-use districts. The mixture of uses ensures that the District will be active with people working, shopping, socializing, and residing in the District at all times of the day, seven days a week, not just during business hours on weekdays.



A mix of retail, office, and residential uses will make the Creekside District a vibrant “24-hour” neighborhood.



Vertical mixing of land uses is preferred to horizontal mixing of uses.

Policy 3.1.4: Provide landowners and developers with flexibility to respond to market factors as they change over time.

The mixed-use land use concept is purposely non-prescriptive in terms of specific uses required or their distribution in order to provide District landowners with flexibility to respond to changes in the market. The intent is to allow for a broad range of activities and to support creative development concepts that will result in an economically and socially vibrant downtown. Substantial flexibility in uses will be allowed as long as other key goals (e.g., urban form, pedestrian orientation, transit-friendliness, etc.) of the Plan are achieved. That noted, large areas devoted to a single use or function are generally discouraged in favor of a mix of uses.

Policy 3.1.5: Encourage vertical mixing of uses as the preferred development strategy, while allowing for compatible horizontal mixing of uses as appropriate to the land use context.

The mixed-use concept provides flexibility not only by providing for a range of possible uses, but also by allowing flexibility in how uses are mixed. Uses can be mixed either vertically or horizontally. Vertical mixing is when different uses are placed over one another, such as when residential or office uses are developed over ground-floor retail. Horizontal mixing is when different uses are situated side by side, such as when an office building is developed adjacent to retail. Generally, vertical mixing of uses is preferred, particularly in the more commercially-oriented areas, where establishing a nearly continuous ground-floor retail presence is essential to establishing a successful commercial district.

3.2.2 Land Use Patterns and Distribution

GOAL 3.2: Land use and development patterns that respond to the assets and constraints inherent in the District’s context to create an attractive mixed-use district composed of distinct neighborhoods.

The long, relatively narrow configuration of the District’s urban area, combined with the surrounding land use context, creates a series of conditions that will influence the form and character of District land uses. Key influences that the Plan responds to include: the District’s adjacency to the heavily-traveled San Marcos Boulevard, access provided by key street corridors (e.g., Las Posas, Via Vera Cruz and Bent Avenue) to the freeway and City destinations, the cluster of entertainment-oriented retail north of the District (e.g., Edwards Cinema and Old California Restaurant Row), adjacency to San Marcos Creek, and existing residential and commercial development. The development strategy is to promote land use patterns and built forms that transform these factors into assets that will enhance the viability and distinctiveness of the District.

Policy 3.2.1: Build on the presence of existing entertainment retail uses, such as Old California Restaurant Row and the Edwards Cinemas complex, by encouraging the introduction of specialty-retail/entertainment-type uses that will create a distinct retail identity for the area.

A market study conducted for the area indicates that there is little demand in San Marcos for conventional neighborhood retail centers or the older generation “power” centers. In order for the Creekside District to attract retailers and shoppers, a more unique type of retail will be needed in the area. Restaurant Row and the Edwards Cinema complex, on the north side of San Marcos Boulevard, represent retail uses that could be the kernel for the

creation of a new specialty or entertainment-oriented retail district in the area. The intent is to encourage new uses that will create a synergy with existing specialty and entertainment-related retail businesses. Such a synergy would enhance the economic vitality of the area and help establish the Creekside District as a unique destination and a regional draw. One such use might be an upscale hotel with strong orientation to the creek as an aesthetic and recreational amenity, and facilities to accommodate local and Cal State related group meetings, social functions and special occasions.

Policy 3.2.2: Develop a new pedestrian-oriented retail core in the area between McMahr Road and Via Vera Cruz.

Policy 3.2.3: Develop a pedestrian-oriented “Main Street” parallel San Marcos Boulevard that is designed to be the District’s primary retail street.

The size of San Marcos Boulevard and the high volumes of traffic it conveys are generally at odds with the concept of creating a pedestrian-oriented downtown. As a result, the strategy is to develop an appropriately scaled Main Street parallel to and immediate-



A pedestrian-oriented “Main Street” will be the Creekside District’s primary retail corridor.

ly south of San Marcos Boulevard that can serve as the focus of retail activity in the District. The street is designed to accommodate slower traffic movement with on-street parking. The Plan calls for the intensification of commercial uses along Main Street to form an active mixed-use core for the District. Active public-oriented retail, restaurant, entertainment, service, and cultural uses will be the primary activity at street level. It is critical that ground-level uses provide a continuity of activity and interest along the entire length of the east-west spine. Upper-level office, residential, and commercial uses are encouraged along the east-west spine support to the ground-level retail uses.

Main Street will extend the length of the District, forming a central spine around which new development will be structured. Given its length, land use and built character will vary along the length of the Main Street. Two primary retail commercial centers are envisioned within the District: one in the area between McMahr Road and Via Vera Cruz, and one centered on the Bent Avenue/Main Street intersection. These locations take advantage of the convenient access to the freeway and nearby activity cen-



Land uses adjacent to the Creekside Promenade and open space corridor should complement the park and open space in character and identity.

ters, such as Cal State San Marcos, Palomar Community College, and the Heart of the City, that is provided by these three north-south travel corridors. The McMahr-to-Via Vera Cruz center is envisioned as the core of the new downtown given its central location, the proximity of entertainment uses north of San Marcos Boulevard, and the dual access provided by McMahr Road and Via Vera Cruz. While the sections of Main Street outside these two centers may include retail, it is anticipated that other complementary commercial and residential uses will occupy more of the ground-floor frontages.

Policy 3.2.5: Encourage uses in areas adjacent to the Creekside Promenade and the open space corridor that will benefit by their proximity to the open space amenity, and contribute to the identity of the District and the public's experience of it.

The creek open space corridor and the associated Creekside Promenade, a linear park along the northern edge of the corridor, will serve as important aesthetic and recreational amenities for new development. The City will encourage development along this corridor that takes maximum benefit from this amenity and enhances the public's ability to enjoy it. Such uses might include retail, entertainment, and lodging uses that have an outdoor component (e.g., hotel, restaurant, etc.) and whose appeal would be enhanced by visual and physical access to the open space amenity. New development along the promenade will be encouraged to orient to the open space amenity and integrate entries and outdoor functions (e.g. outdoor eating areas, entry plazas, and patios) with the public landscape in a manner that adds value to both the public open space and private development. Specific development and design approaches for achieving this objective are discussed in Chapter 6, Community Design. Uses whose function and focus is primarily internal, such as theaters or certain types of retail, will generally be discouraged adjacent to the creek corridor.

3.2.3 Areawide & Sub-district Land Use Concept

As shown in the Land Use diagram (Figure 3-1), the Plan establishes a single “Mixed Use” land use designation for the entire area identified for urban uses.¹ The balance of the area is designated as either “Open Space” or “Park.” Table 3.1 provides a summary of land area associated with each land use category.

Sub-District Land Use Concept

While the urban (i.e., developable) portion of the Creekside District is designated for “mixed use” development, the District is not intended to be uniform in either its land use or physical character. The District is envisioned as a series of interconnected neighborhoods whose different land use and physical characteristics complement each other while providing variety and texture to the new downtown. For planning purposes, the Creekside District has been divided into seven sub-districts in order to better describe key characteristics envisioned for each area (see Figure 3-2: Sub-District Designations). The configuration of these sub-districts is intended to respond to specific site conditions and development contexts and to create and reinforce distinct neighborhood identities. As such, these sub-districts form the basis for the detailed land use and development standards contained in the Plan’s form-based development code (Chapter 7).

San Marcos Boulevard Sub-district

Due to the large number of people who travel this corridor daily, the San Marcos Boulevard frontage represents the public face of the District. The objective is ultimately to transform the existing pattern of automobile-oriented “strip” malls into a high-end commercial corridor with a consistent and well-defined “street wall” of

1. Conceptual building footprints are depicted in Figure 3-1 and other diagrams throughout this Specific Plan. These building footprints are intended to provide a sense of context and scale; they are illustrative rather than regulatory in nature (i.e. development applications do not need to conform to these footprints to be consistent with the Specific Plan).

buildings that are appropriately scaled to the broad width of San Marcos Boulevard. New buildings will be oriented to the corridor and sited at consistent frontage lines in order to give better definition to the public realm and establish a safer and more active pedestrian zone. Uses may include retail, office, entertainment, lodging and residential uses, with an emphasis on office and other commercial uses. Ground-floor uses will be restricted to commercial uses.



Development along San Marcos Boulevard should create a consistent “street wall” that is scaled to the street.

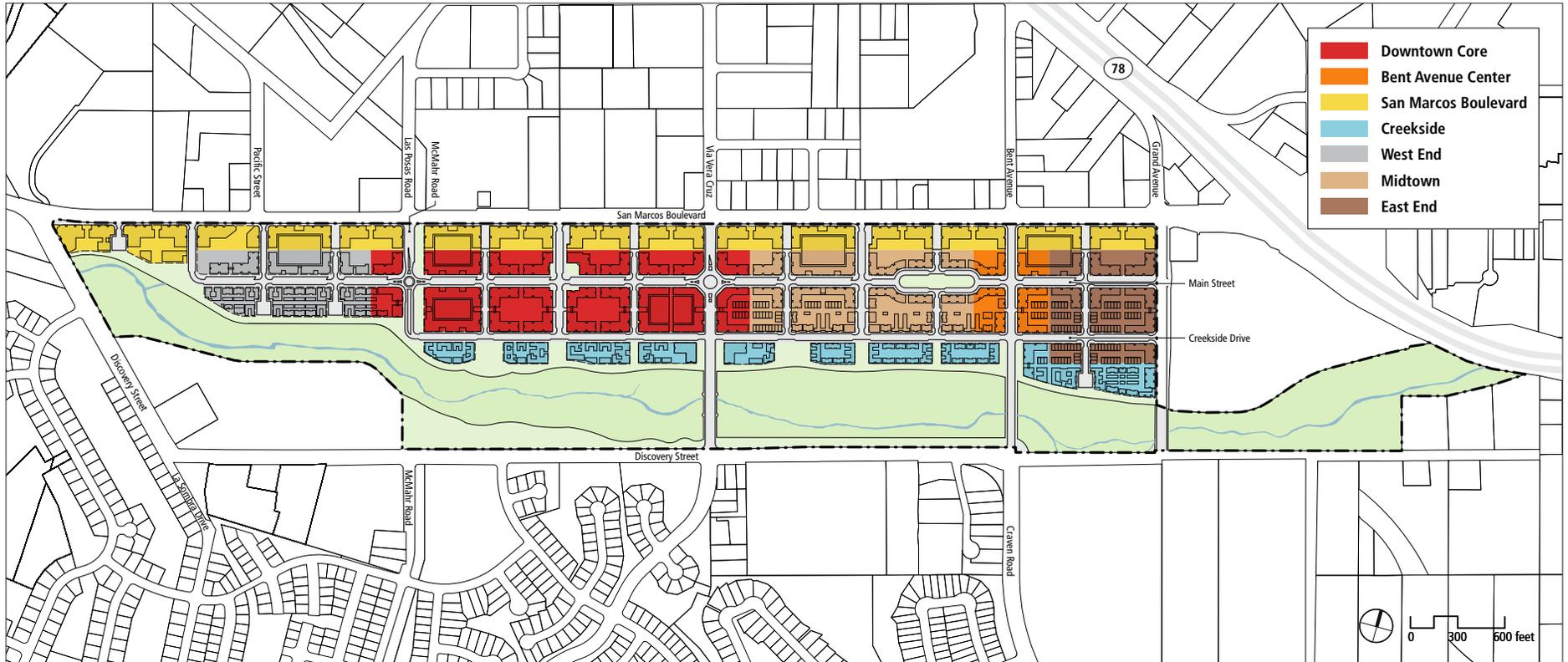
Table 3.1: Land Use Program

Land Use Designation	Acres
Mixed Use	81.3
Parks	20.6
Open Space	73.6
Rights-of-Way	38.5
Total	214.0

Figure 3-1: Land Use Designations



Figure 3-2: Sub-District Designations



Downtown Core Sub-district

District development will be most intense and most urban in character in the Downtown Core. The objective is to establish this area as a citywide and regional retail and entertainment destination. Uses may include retail, office, entertainment, lodging and residential uses, but the emphasis will be on retail and entertainment uses that complement and enhance the direction established by existing entertainment uses north of San Marcos Boulevard. Residential and office uses will occupy upper stories to enhance around-the-clock activity and the viability of the core. Development will be structured around the new east-west Main Street and a series of north-south cross-streets that will allow commercial uses to extend from San Marcos Boulevard south to the Creekside Promenade. Building entries and transparent storefronts will be oriented to attractive pedestrian-oriented streets enhanced with public amenities and active uses, such as sidewalk cafes.

Figure 3-3 depicts the scale and character envisioned for development in the Downtown Core. This illustration shows what the street scene along Main Street and the Town Center Plaza might look like at buildout.



Highest intensity uses will occur in the Downtown Core.



The Town Center Plaza, located at the center of the Downtown Core, is intended to be a vibrant pedestrian space that is framed and activated by surrounding development.

Figure 3-3: Downtown Core Sub-district Concept Illustration



Creekside Sub-district

The Creekside sub-district provides the transition between the creek open space amenity and urban development to the north. The Creekside Promenade and the adjoining parks and open space corridor represent the Creekside District's primary amenity, and both uses and built form will respond to it. Uses may include a mix of retail, entertainment, lodging and residential, with the emphasis being on uses that enhance and benefit from the adjacent promenade and creek corridor. The land use emphasis will vary along the length of the corridor in response to adjoining development to the north. Thus, in the area south of the Downtown Core, creekside development will be more commercial (retail, entertainment, lodging) in character, whereas in the area south of the Midtown sub-district, development may have a more residential character. Development in the sub-district will maintain a dual orientation, with buildings fronting on and addressing Creekside Drive while also providing both physical and visual access to the adjacent open space amenities. Development frontages adjoining the promenade and associated park spaces will incorporate semi-public and private plazas, terraces and open space areas that augment the public promenade and include active uses such as restaurants with outdoor dining.

Figure 3-4 illustrates the scale and character envisioned for the Creekside Sub-district. The illustration depicts smaller-scale development along Creekside Drive with one of the Creekside Promenade plazas in the foreground.



The Creekside Sub-district will provide a transition from urban development to the creek corridor parks and open space.



Parts of the Creekside Sub-district, such as south of the Midtown Sub-district, may be more residential in character.

Figure 3-4: Creekside Sub-district Concept Illustration



Bent Avenue Center Sub-district

Bent Avenue is an important gateway to the Creekside District, particularly from uses to the southeast such as Cal State San Marcos. The sub-district will be a commercial center that serves the eastern portion of the District and provides a complementary, but distinctly different land use character from the Downtown Core. Uses may include retail, office, entertainment, lodging, and residential, but the emphasis will be much less on entertainment and lodging than in the Downtown Core. The sub-district may evolve to have a specific commercial focus. One possible scenario envisioned for the area is that it may become a “design center” that specializes in retail (e.g., furniture, lighting, housewares, galleries, etc.) and service (e.g., interior design, architecture, landscape architecture, etc.) businesses that deal with home improvements. Ground-floor uses will include primarily retail and other pedestrian-oriented uses, while residential and office uses will occupy upper floors. The intersection of Bent Avenue and Main Street will be the heart of the sub-district and buildings will front on both corridors. As in the Downtown Core, building entries and transparent storefronts will be oriented to attractive pedestrian-oriented streets enhanced with public amenities and active uses, such as sidewalk cafes.

Figure 3-5 depicts the scale and character envisioned for the Bent Avenue Center Sub-district as seen from East End Commons park facing east.



The Bent Avenue Center Sub-district could evolve into a “design center,” such as the Cedros District in Solana Beach, CA (top) or Fourth Street in Berkeley, CA (bottom).

Figure 3-5: Bent Avenue Center Sub-district Concept Illustration





The Midtown, East End, and West End Sub-districts will be more residential in character.

Midtown, East End, and West End Sub-districts

The character envisioned for the Midtown, East End and West End sub-districts will vary somewhat in response to their particular settings, but will generally be quite similar to each other. Uses may include retail, office, entertainment and residential, but the mixed-use setting is likely to include a higher proportion of residential uses and local service and office uses that support and complement the adjoining commercial center, and fewer destination-type retail and entertainment uses. Residential uses may occupy ground floors as well as upper floors, including live/work lofts that provide strong street-front orientation and accommodate ground-floor retail or galleries. Development generally will have a lower, more intimate scale, but will still provide a strong orientation to and definition of the public realm. Similarly, streetscape design generally will be simpler, and the pedestrian zone will be more intimate and include fewer active uses and storefronts.

3.2.4 Redevelopment and Revitalization

.....
GOAL 3.3: Enhanced economic potential of the District resulting from the revitalization and redevelopment of existing underutilized, outdated, and/or nuisance uses or businesses.
.....

Policy 3.3.1: Encourage the replacement of existing non-conforming uses with uses that will contribute to the creation of a vibrant, pedestrian-oriented, mixed-use district.

The Plan recognizes that the Creekside District is not a “blank canvas,” but rather a complex mixture of existing businesses, numerous and diverse-sized parcels, and many different landowners. By necessity, the transition from the existing mixture of retail, service and industrial uses and underutilized lands to a vital mixed-use district will be gradual. While many of the existing uses will remain for the foreseeable future—the City will not force existing, legally-operating uses to leave the District—it is assumed that ultimately, as the character of the area improves and land values increase, that uses that are not consistent with the vision for the District (e.g., industrial uses) will voluntarily relocate and/or be replaced by development that better captures the enhanced economic potential associated with the new mixed-use district.

Policy 3.3.2: Encourage the introduction of a more compact and intense pattern of development that maximizes the development potential of the District and supports City objectives for economic viability and place-making.

The City has many reasons for encouraging the redevelopment of the Creekside District with development that is both more compact and higher intensity. Compact, higher intensity development supports the concept of a vibrant and active downtown, both be-

cause of the number of people it will attract to the area and the positive retail synergy that develops from a concentration of complementary uses. The concentration of people and uses also supports the objective of creating a “park once”, pedestrian-oriented district, and enhances the District’s ability to support regular and frequent transit service that is a viable alternative to the private automobile. Finally, the increased development potential will help support the investment in new infrastructure such as flood control improvements and new bridges, as well as the extensive park, open space, and streetscape improvements that will make the Creekside District the unique destination envisioned.

Policy 3.3.3: Encourage infill and redevelopment along San Marcos Boulevard that will improve the corridor’s economic vitality, enhance the definition and character of the corridor, and create better pedestrian scale and orientation.

While San Marcos Boulevard will continue in the near term to function as a predominantly auto-oriented commercial corridor, the development in the rest of the District is expected to be an impetus for change along this street frontage. The corridor currently consists of predominantly “strip” commercial uses that include an inordinate number of convenience retail outlets that are dependent on “drive-by” or “impulse” shopping. New development of vacant and underutilized lots, and redevelopment of currently developed parcels, should be used to incrementally reconfigure and revitalize the street frontage. Redevelopment of currently developed parcels will be a long-term and incremental process that will be driven by market forces rather than City regulation. As new development in the area begins to improve the character and economic vitality of the area, it is anticipated that existing developments will want to upgrade or redevelop in order to remain competitive.

From a land use perspective, these changes involve a transition from predominantly auto-oriented, convenience uses to more destination-type uses. The intent is to both diversify the economic base and to add uses that will attract people to the area, rather than just opportunistically capturing pass-by dollars. Such uses need not be just retail, but can also include office and professional service uses.

In terms of development character, the redevelopment of the street frontage is intended to enhance the overall image of the area, creating a more positive entry statement for new development proposed south of the boulevard. To a great extent, the success of planning area development that does not front on San Marcos Boulevard will be dependent on creating a positive first impression along San Marcos Boulevard.

The effect of the existing strip commercial development pattern on the physical environment is one of fragmentation caused by driveways and parking lots, an array of signs competing for the driver's eye, and predominantly single-story structures that are not in scale with the boulevard. The physical character of District development is addressed in more detail in Chapter 6, Community Design and Chapter 7, Form-Based Code. In general, key physical changes encouraged along San Marcos Boulevard include:

- Development of taller buildings that are more in scale with the wide boulevard,
- Creation of a more consistent building setback that places buildings closer to the street in order to give better definition to the public right-of-way,
- Relocation of parking lots to the rear of buildings and in parking structures,
- Reduction in the number, and eventual phasing out, of private driveways with direct access from San Marcos Boulevard, and

- Creation of a broader and more protected pedestrian environment with pedestrian connections to the development areas to the south.

Refer to the design guidelines and development standards in Chapters 6 and 7 for the techniques that will be used to achieve these changes.



San Marcos Boulevard will evolve into a more consistent, inviting, and pedestrian-oriented corridor.

3.2.5 Housing

GOAL 3.4: New housing that supports the concept of the Creekside District as a place to live as well as work, shop and play.

The incorporation of residential uses into the Creekside District’s land use mix is essential to the achieving the City’s vision for a new mixed-use downtown. Residential development will make an important contribution to the revitalization of the planning area by placing future residents in convenient proximity to shopping, jobs, services, transit and recreational and open space amenities. Residents’ use of District retail will help support the area’s viability, and the mix of housing with employment, shopping, entertainment, and cultural opportunities will establish a strong daytime and nighttime presence in the area that contributes vitality and richness of the urban environment.

Policy 3.4.1: Encourage a diversity of higher density housing types, including a mixture of both rental and ownership housing.

The District should provide housing opportunities for a diverse community that will support the development of a vital mixed-use district. Residential development can include a diversity of unit types, including: street-oriented townhouses, stacked flats, apartments, and studio units. Opportunities for live-work units will also be permitted. Single-family detached units will not be permitted since they would not be a good use of the limited land resource and are not consistent with the vision for the mixed-use district. Planning area housing should include a range of tenure options, including fee simple ownership, condominium ownership, and rental housing.

Policy 3.4.3: Encourage housing development that addresses the needs of a diverse population, including age, household composition, and income.

Policy 3.4.4 Require developers of new housing to reserve at least 15% of units as affordable for low- and moderate-income households.

Statistics indicate that fewer and fewer households match the description of the traditional nuclear family. With this change comes a change in housing needs. District housing should reflect the diversity represented by households comprised of single-parent families, the elderly, students, extended nuclear families, first-time buyers, “empty-nesters”, and households with two working members, in addition to the traditional family. Upscale versions of smaller units, attached units, and “in-town” units should be provided for those who wish an alternative to the traditional suburban home, as well as for those who are unable to afford the larger unit and lot.



Street-oriented townhouses and other higher density forms of housing will create vitality within the District.

In order to ensure that affordable housing is provided within the District, the City will implement a tailored version of its existing Inclusionary Housing Ordinance, which generally requires that 15% of new units be reserved as affordable (see Section 7.2.3 Inclusionary Housing Requirement for the Plan's application of this requirement). In order to encourage a diverse and heterogeneous community, the plan discourages over-concentration of affordable or other special needs housing within one area or development. Instead, such housing should be distributed throughout the planned neighborhoods and well integrated with general market-rate housing.

“Live-work” units are another form of mixed-use development that can provide landowners and developers flexibility in responding to the market. Live-work development is designed for people who are interested in having their work space (i.e., employment) and their living space (i.e., residence) in the same building. Such living arrangements are partially a lifestyle choice, but are also particularly appealing to those who are self-employed and would have difficulty affording both a mortgage payment and office rent. This is particularly true for artists, craftspeople, and the owners of small start-up businesses.



A variety of housing types, including “live-work” units, will establish a diverse residential community and provide for flexibility in the area's redevelopment.

The live-work development pattern is quite flexible and can serve as an important transitional use. Typically, live-work units are designed with very simple, open floor plans and taller than normal ceiling heights. The simplicity of the spaces gives them greater flexibility in their use. For example, if live-work units are designed with a taller first story, they are easily converted to commercial space with residential or office above, once the market demand for commercial development has matured. Of course, there is also the sociological aspect of live-work development that tends to support the creation of dynamic new neighborhoods. The presence of artists, craftspeople and others who choose to live in live-work studios often serves as a magnet for the development of shops, galleries, and cafes to serve them.

Policy 3.4.5: Limit the areas in which residential uses can be introduced as ground-floor uses in order to support the establishment of a strong retail commercial presence in the Creekside District.

As the future downtown for San Marcos, the Creekside District is envisioned first and foremost as a commercial retail center. As essential as residential uses will be to the success of the District, they are anticipated to occur as upper-floor uses throughout the majority of the area. In an effort to ensure that the consistently strong demand in California for housing does not displace potential for commercial development, residential development will only be allowed as a ground-floor use in limited portions of the District as identified in Figure 3-6.

Figure 3-6: Residential Distribution



3.2.6 Transit-Oriented Development

.....
GOAL 3.5: A neighborhood designed to facilitate the convenient use of transit as a viable alternative to the private automobile.

Policy 3.5.1: Support land use and development patterns that will reduce automobile dependence and support alternative modes of transportation while minimizing impacts on existing community character.

One of the strategies for developing the Creekside District as an attractive and socially vibrant neighborhood is to enhance the use of transit as a convenient mode of transportation. Improved transit service will not only help to minimize the increase in traffic congestion and air pollution associated with development of the area, but it will also help to establish a safer, more attractive, and less hectic pedestrian environment.

Many of the land use strategies already identified to support the creation of a more socially vibrant and economically vital neighborhood are also strategies that support increased transit use. Creating mixed-use neighborhoods is a way to bring many of our typical daily destinations within walking distance of each other. The number of daily vehicle trips can be reduced by siting employment, retail, services, entertainment, parks, and day care services within convenient walking distance of each other and to transit. Creating comfortable, pedestrian-oriented neighborhoods is important to increasing transit use, because people generally will not use transit if they cannot walk comfortably to and from the transit stop.

Finally, providing higher density development supports transit use by generating higher daytime and nighttime populations and more shopping, employment, and entertainment activities throughout the day. Both the larger populations and the increased around-the-clock activity will help support more regular and more frequent transit service, which is essential to attracting transit users.



Higher density housing will support better transit service to the Creekside District.

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Policy 3.5.2: Establish a strong pedestrian and transit orientation throughout the Creekside District by prohibiting primarily auto-oriented land uses.

The intent of the plan is to establish a new pedestrian- and transit-oriented district that accommodates vehicular access, but is neither dependent on nor generates high volumes of pass-through traffic. Uses that are predominantly automobile-oriented, such as typical “big-box” retail, gas stations, “strip” commercial centers, and fast-food restaurants, are inconsistent with this intent and should not be permitted within the planning area. This is not to suggest that major attractions or destinations that people drive to, such as hotels, theaters, shops and restaurants, are not appropriate. Uses that can be designed to fit into a pedestrian-oriented environment and can be conveniently served by transit, as well as automobiles, are appropriate.

Policy 3.5.3: Encourage development intensities along Bent Avenue and Main Street that enhance the viability of the proposed District shuttle service.

To ensure that transit is a convenient and viable alternative, the Plan proposes the creation of a free local shuttle bus service that will loop through District along Bent Avenue, Main Street, and San Marcos Boulevard with connections to the NCTD Sprinter light rail stations and other nearby destinations, such as Cal State, Heart of the City, Town Center, and Palomar College (see Chapter 5 for more detail regarding transit service). Higher density development should be encouraged along these corridors to enhance shuttle ridership potential.



Integrating retail, commercial, and office uses is a key part of transit- and pedestrian-friendly development.

3.2.7 Open Space

GOAL 3.6: An integrated open space system that protects and enhances natural resource values, while contributing to the creation of an attractive and distinctive identity for the planning area.

- Policy 3.6.1: Preserve the San Marcos Creek open space corridor as a citywide open space amenity, focal feature, and natural resource area.
- Policy 3.6.2: Create an integrated system of natural and urban open spaces that is a signature element of the Creekside District and provides a rich and diverse open space amenity for District residents, workers, and visitors.
- Policy 3.6.3: Protect and maintain the area within the proposed San Marcos Creek flood control channel as a continuous, natural open space corridor with enhanced habitat values.



Access to the creek corridor will be restricted to protect resource values

Policy 3.6.4: Create a system of multi-purpose levee-top trails and urban open space paralleling the flood control channel and linking the Creekside District to adjoining neighborhoods, activity nodes, and open space facilities.

The flood control improvements required along San Marcos Creek present an opportunity to create a dramatic open space amenity and an important natural resource area that will be the signature feature that gives the Creekside District its unique identity. The land use concept is to develop an open space system in the District that integrates the naturalized creek channel corridor with a series of urban parks, plazas, and trail corridors to form a dramatic visual and recreational element that complements the new downtown.

Altogether, 94 acres of parks and open space within the District will be preserved or created. Approximately 74 acres of the San Marcos Creek channel will be preserved as naturalized open space. A number of actions will be taken to enhance the quality of the habitat along the corridor, including replacing habitat disturbed by the creation of the flood control improvements, protecting



West Sacramento's "Riverwalk" provides an example of a levee that also serves as an open space amenity

and enhancing habitat values in undisturbed vegetation communities, and expanding native California habitat through the creation of new wetland, riparian, grassland and woodland areas. Public access to the naturalized portion of the creek corridor will be restricted in order to protect habitat values, but 19 acres of improved parkland will be developed along the levee tops on either side of the corridor to allow the public to enjoy views of the natural open space.

The Plan calls for the creative integration and linking of the creek-side open space corridor with the urban area to create a unique creek-focused identity for the entire district. Development along the north edge of the creek corridor will be designed to complement and activate the adjoining Creekside Promenade and park spaces. In turn, these parks will be linked back into the urban area through a series of pedestrian-friendly, tree-lined streets whose design incorporates water features and elements that symbolically link the development area to the creek.

For more detailed discussion of Specific Plan policies regarding the open space resource and related design guidelines, refer to Chapter 4, Open Space and Conservation and Chapter 6, Community Design.

3.3 Land Use Program and Development Intensity

The total projected development potential for the Creekside District is based on projections of the amount of vehicular traffic that can be accommodated on the local street and freeway system using the San Diego Association of Governments' (SANDAG's) regional transportation model. Based on this analysis of long-range circulation capacity, some general assumptions have been made regarding the mix of uses that might be expected to both achieve the desired vision for the District and fall within the projected street system capacity. The conceptual development program assumed for this Plan is provided Table 3.2.

The Development Intensity map (Figure 3-7) shows how this development potential should be distributed within the Creekside District in order to achieve the desired character and function. The relative intensities are defined by a series of zones that designate maximum Floor Area Ratios (FARs) that cannot be exceeded. Floor Area Ratios are a common measure of land use intensity that is expressed as a ratio of building floor area to site area. The intent of the intensity map is to achieve quality growth that balances the demands of economic development with the constraints presented by the circulation system.

Table 3.2: Conceptual Development Program

Land Use	Development Area (square feet)
Retail	1,265,000
Office	589,000
Residential	2,760,000 (2,300 dwelling units)
Total	4,614,000

Figure 3-7: Development Intensity



To the degree possible, the land areas and FARs on the development intensity map have been structured to allow for the maximum development without exceeding the traffic-generation cap. However, given the inexactitude of long range transportation projections and the uncertainty regarding the precise mix and intensity of development that will be implemented within the Creekside District, it will be important to monitor actual development and traffic characteristics and remaining circulation capacity as the District builds out. Depending on the findings of the monitoring, the City may wish to adjust its development capacity projections and/or development intensity requirements.

Policy 3.7.1: Regulate development intensity within the Creekside District to ensure that new development is consistent with built character envisioned for the area and will not result in adverse impacts to the circulation system.

Policy 3.7.2: Analyze District traffic conditions every three years to assess the need to adjust District capacity projections. If the analysis indicates that District development is consuming network capacity faster or slower than projected, the City should consider adjusting District intensity categories or the planned circulation system accordingly (for specific implementation intent, see Section 9.4.3 Development / Circulation Monitoring Program).

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Chapter 5 Circulation and Transportation

5.1 Introduction

The transportation and circulation system for the Creekside District is designed to facilitate safe and efficient access to the area, both internally and externally. It is also designed to balance and create more opportunity among the various modes of travel, including private automobiles, public transit, bicycles, and walking, in order to create an attractive, pedestrian-oriented district in which the influence of the automobile on the character and function of the area is minimized.

The street network is designed to seamlessly integrate the Creekside District into the existing roadway system by implementing City-planned roadway improvements and complementing these improvements with new collector and local streets that facilitate convenient internal circulation. An emphasis is placed on enhancing the connectivity of the circulation system not only to improve access, but also to disperse traffic, provide greater route flexibility, and minimize traffic impacts on existing city streets. The plan also promotes transit and non-vehicular circulation by integrating safe and convenient bus, bicycle, and pedestrian facilities into the street and the open space networks.

The primary goals governing the Creekside District circulation plan are:

GOAL 5.1: A circulation system that safely accommodates increased vehicular traffic associated with Creekside District and cumulative Creekside District development, while establishing a new pedestrian- and transit-friendly downtown for San Marcos.

GOAL 5.2: A circulation system that maintains and improves access and connectivity between the Creekside District and adjacent neighborhoods such as the Barham/Discovery, Richmar, and Business/Industrial neighborhoods.

GOAL 5.3: A pedestrian and bicycle circulation system that expands and enhances the public’s ability to reduce automobile travel and enjoy the area’s open space resources.

GOAL 5.4: Convenient transit service that leverages existing and proposed regional transit to provide a viable alternative to the private automobile for Creekside District residents, workers, and visitors.



San Marcos Boulevard does not provide an appealing environment for pedestrians, bicyclists, or transit riders.

5.2 Existing Transportation Context

5.2.1 Vehicular System

The Creekside District has excellent regional access from State Route 78 (SR-78), which forms the eastern boundary of the area. The SR-78 interchanges at San Marcos Boulevard and Las Posas provide convenient vehicular access to the area for those coming from outside San Marcos.

Local access to the Creekside District is currently provided by a series of east-west and north-south streets. San Marcos Boulevard, which forms the northern boundary of the District, is the most significant local route due to both the volume of traffic it carries and the commercial profile of the corridor. It is the primary east-west arterial through San Marcos, providing a direct connection between the Creekside District and San Marcos Civic Center. Discovery Street, which forms portions of the southern and western boundaries of the Creekside District, provides a second important east-west corridor. Discovery Street, which currently terminates at the Bent Avenue/Craven Road intersection, provides access to the Barham/Discovery neighborhood south and east of the Creekside District, and to Cal State San Marcos via Craven Road. Ultimately, Discovery Street will be extended eastward to connect with Barham Drive and provide a more direct connection between the Creekside District and Twin Oaks Valley Road and its interchange with SR-78. Currently, there are no significant east-west streets providing access within the District.

There are four public street rights-of-way that extend north-south through the Creekside District. From west to east they are McMahr Road, Via Vera Cruz, Bent Avenue, and Grand Avenue. Of the four streets, only Via Vera Cruz and Bent Avenue currently provide a through connection between San Marcos Boulevard and Discovery Street. Although both streets provide important

connections from San Marcos Boulevard to residential areas south of the District, neither street is developed to urban standards and both are subject to closure by flooding during moderate to heavy storm events.

Outside the Creekside District, Las Posas Road is the primary arterial providing access to the north. Las Posas Road, which changes name to McMahr Road when it enters the District south of San Marcos Boulevard, provides a direct link to the interchange at SR-78, Mission Road and the future light rail Sprinter Station at Palomar Community College. Craven Road, as mentioned above, is a collector street providing a direct link between the Creekside District and Cal State San Marcos and residential areas in Discovery Hills and the Heart of the City area.

5.2.2 Pedestrian and Bicycle System

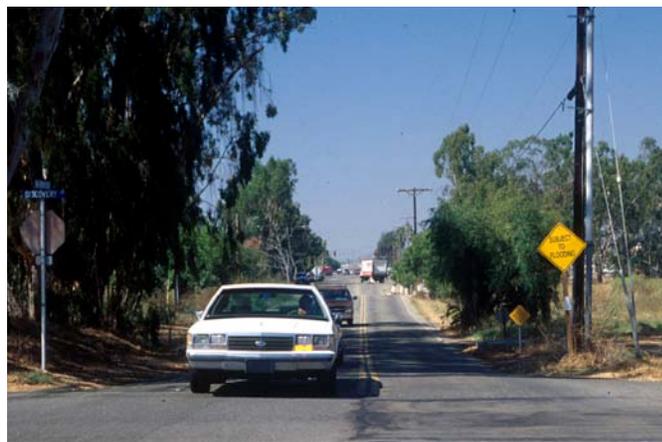
The design of transportation facilities surrounding the District currently tends to favor vehicular travel over walking or cycling. San Marcos Boulevard includes bicycle lanes and sidewalks, but the heavy traffic volumes along this corridor make this an unappealing place to be a pedestrian or cyclist. The numerous curb cuts for driveways create significant potential for vehicle conflicts with both cyclists and pedestrians. Also, the placement of side-

walks immediately adjacent to the travelway, without an intervening planting strip or on-street parking, fails to provide either physical or psychological buffer between pedestrians and moving vehicles.

While Discovery Street accommodates much lower traffic volumes, sidewalks are only provided along portions of the south side of the street and no accommodation is provided for bicycles. As on San Marcos Boulevard, the sidewalk is located immediately adjacent to the street.

Excellent pedestrian and bicycle facilities have been developed along Craven Road from its intersection with Discovery Street to Foxhall Drive. A Class I pedestrian/bicycle path (i.e., fully separated from the roadway) parallels the west and south side of the street with substantial setbacks from the roadway and attractive landscaping and fencing introduced along both sides of the trail. From Foxhall Drive to Twin Oaks Valley Road the pedestrian and bicycle facilities revert to sidewalks and bike lanes.

The McMahr Road/Las Posas Road corridor currently has bike lanes and sidewalks along those sections that have been developed, but are not continuous. Bike lane and sidewalk standards are the same as on San Marcos Boulevard.



Left: Existing access through the Creekside District—both north/south and east/west—is limited.

Right: Via Vera Cruz does not meet urban roadway standards and is prone to flooding.

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5.2.3 Transit System

The City of San Marcos participates in the North County Transit District (NCTD), which operates nine “Breeze” bus routes in or through the City. Much of this service, however, is concentrated at Palomar College and focuses on regional connections with neighboring cities like Escondido, Vista, and Oceanside. Only three of the nine Breeze routes directly serve the Creekside District:

- **Route #341.** Route 341 connects Palomar College and Cal State San Marcos via San Marcos Boulevard. The route, which operates hourly between approximately 5:00 AM and 9:30 PM Monday through Saturday, uses Mission Road, Rancho Santa Fe Road, San Marcos Boulevard, and Twin Oaks Valley Road. Bus stops adjacent to the Creekside District are located along San Marcos Boulevard at: Discovery Street, Pacific Street, Las Posas Road, Via Vera Cruz, and Grand Avenue. In addition to this standard service, this route also provides limited school service under route numbers 441 and 442.
- **Route #344.** Route 344 connects Palomar College and Carlsbad via San Marcos Boulevard and Las Posas Road. The route operates hourly between approximately 5:30 AM and 7:00 PM Monday through Saturday. Bus stops adjacent to the Creekside District are the same locations as those for Route 341, located along San Marcos Boulevard at Las Posas Road, Pacific Street, and Discovery Street.
- **Route #347.** Route 347 provides hourly service to Escondido from Palomar College via Los Posas Road, Craven Road and Twin Oaks Valley Road. The route operates hourly between approximately 6:00 AM and 7:30 PM Monday through Friday with limited Saturday service. In the eastward direction, the route takes Via Vera Cruz and Discovery Street

through the Creekside District, while the return trip uses Bent Avenue and San Marcos Boulevard. Bus stops within or adjacent to the District are located at Via Vera Cruz and San Marcos Boulevard and on Discovery Street.

The standard Breeze fare is \$2 per ride, or \$4 for unlimited daily travel. Breeze bus stops are currently only marked with signs and do not have bus turn-outs or other facilities, such as benches and shelters, associated with them.

The NCTD is currently constructing the 22-mile Sprinter light rail line that will connect San Marcos with Oceanside, Vista, and Escondido. When revenue service begins in late 2007, the Sprinter will provide service every half hour from approximately 5:00 AM to 9:00 PM, seven days a week. Three San Marcos Sprinter stations will be located within approximately a mile to a mile and a half of the Creekside District: the Civic Center, Palomar College, and Cal State San Marcos stations. Concurrent with the initiation of the Sprinter service, NCTD will introduce reconfigured Breeze routes, including adjustments to the three routes that serve the Creekside District, to better complement the new rail service.

The San Diego Association of Governments’ 2030 Regional Transportation Plan identifies San Marcos Boulevard as part of an important North County transit corridor connecting the coastal cities to Escondido. As such, some consideration has been given to possibly introducing bus rapid transit service (enhanced bus service with features typical of rail transit) along the corridor in the future, however, no specific proposals are pending at this time.

5.3 The Circulation Concept

Transportation and circulation are critical to the success of any downtown or commercial center. Thus, the circulation plan for the Creekside District is designed not only to accommodate projected increases in traffic, but also to enhance the District's economic and development potential. The strategy employed is four-fold: 1) increase accessibility to the Creekside District from the outside, 2) provide for convenient movement once inside the District, 3) design a street network that supports the creation of a pedestrian-oriented retail district, and 4) provide facilities that enhance the quality and convenience of transit, bicycling, and walking as alternatives to driving.

Enhanced Accessibility

The first part of the strategy primarily involves the extension, widening and enhancement of existing streets (e.g., Via Vera Cruz, Bent Avenue and Grand Avenue) to provide through, all-weather connections to the surrounding area, including freeway interchanges at Twin Oaks Valley Road and Las Posas Road, and to key community activity centers such as Cal State San Marcos, the Civic Center, and Palomar Community College. These improvements will enhance access to the area, which in turn will contribute to the viability of future commercial uses.



Circulation improvements will improve access to community activity centers, such as the Civic Center and Cal State San Marcos.





An appropriately scaled street grid provides flexibility to suit many different uses and users.

Convenient Internal Circulation

The second part of the strategy involves the creation of an internal network of streets that facilitates movement within the Creekside District. The planned street network provides a grid of collector and local access streets that are parallel to and interconnected with the existing framework of primary, major and secondary arterials that serve the area. In addition to accommodating circulation, the street network also establishes the physical framework within which development occurs. As such, the street grid is scaled to be consistent with the District's land use and development objectives, as well as its circulation objectives. To this end, the network of streets is designed to balance several key objectives, including:

1. providing optimum balance of parcel size and street frontage for new development,
2. optimizing access to individual properties and choice of travel routes,
3. creating block sizes that are a comfortable scale for pedestrians to walk and that establish an intersection spacing that discourages build up in vehicular travel speeds, and
4. implementing street standards that help to maintain slower vehicle speeds and facilitate safe and convenient pedestrian crossing.

A New Retail Street

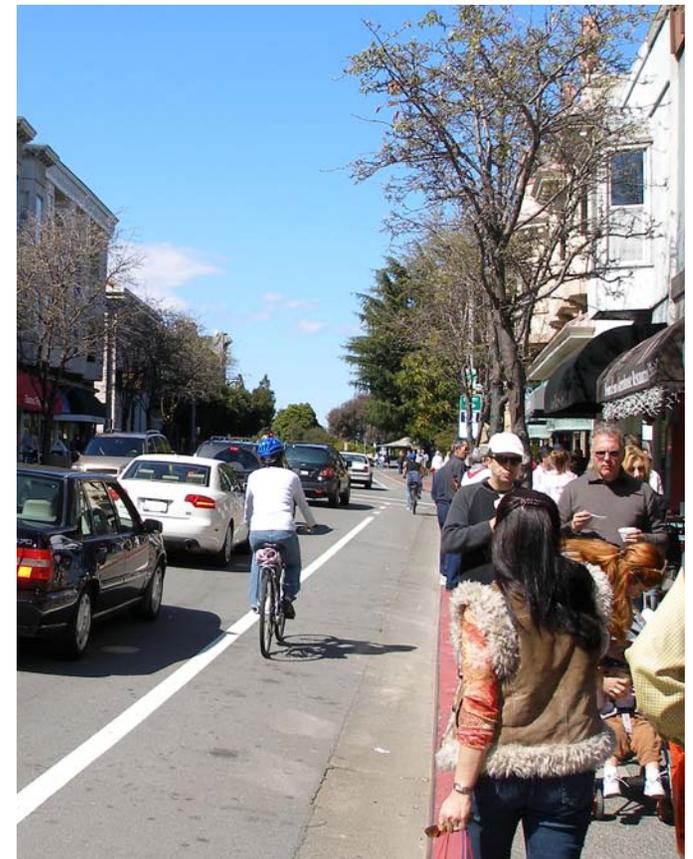
The third part of the strategy involves the creation of a street that incorporates the best qualities of a traditional “main street”: a comfortable mix of vehicles and pedestrians; pedestrian-scaled streets; efficient, but slow-moving traffic; convenient on-street parking; street-oriented storefronts; and attractive sidewalks and pedestrian areas. The Plan establishes a new east-west collector street that parallels San Marcos Boulevard one block to the south, and extends the length of the development area. The roadway is intended to be the focal point for the development of the new commercial mixed-use district, literally and figuratively its “Main Street.” This east-west collector is complemented by a series of north-south cross streets and a second east-west street, Creekside Drive, that provides access along the north side of the creek corridor.



A traditional “Main Street” is a key component of the circulation system.

A Multi-modal System

Finally, the Creekside District is designed to facilitate safe and convenient mobility and access for all modes of transportation. While recognizing the need to accommodate local and citywide traffic on its streets, the system is designed to include facilities, such as broad sidewalks, dedicated bike lanes, off-street multi-use trails, and attractive bus stops, that encourage walking, cycling, and transit as safe and convenient alternatives to the automobile. In addition to attractive design, key factors in promoting walking, cycling, and transit are ensuring that facilities are conveniently located and are interconnected without gaps or barriers that might inhibit their use.



Walking, bicycling, and transit provide an alternative to the private automobile in a balanced circulation system.

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5.4 The Street Network

5.4.1 Primary Circulation System and Functional Classifications

The Creekside District is well served by a system of major roadways that connect the area to the surrounding city and region. This primary circulation system (see Figure 5-1) consists of a number of roadway classifications, including Freeways, Primary Arterials, Major Arterials, Secondary Arterials, and Collector streets (see Table 5.1). While the primary function of these roadways is to accommodate regional and citywide travel demand, their efficient function is critical to the success of the Creekside District. The District's circulation system and development concept have been conceived specifically to avoid impacts to the function of this primary circulation system and, wherever possible, to enhance it.

5.4.2 Non-Project Related Improvements

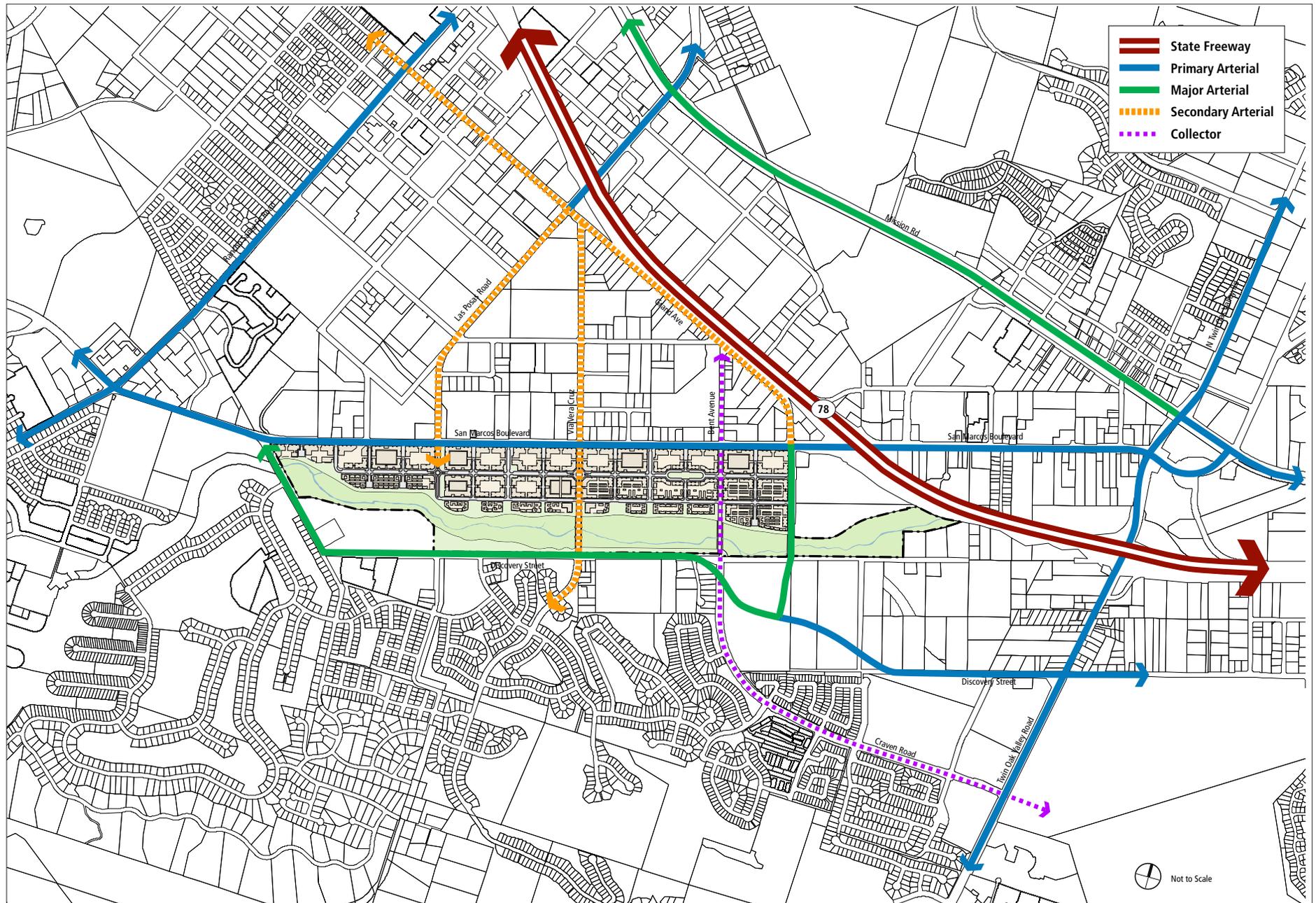
The Circulation Element of the San Marcos General Plan identifies infrastructure needed to meet traffic demand projected for buildout of the city. General Plan-identified circulation improvements that play a key role in the development of the Creekside District, but are not directly related to the Specific Plan, include:

- **San Marcos Boulevard.** As the major east-west corridor through the city, San Marcos Boulevard will continue to carry large volumes of traffic. The Circulation Element calls for widening of this street to have an ultimate right-of-way of 126 feet with 3 travel lanes in each direction plus medians and left-turn pockets. Some segments of the corridor adjacent to the Creekside District already have been improved to this ultimate width. Specific Plan development along the south side of San Marcos Boulevard will be set back to ensure that the additional right-of-way needed to improve the street to its ultimate design standard is provided.

Table 5.1: Primary Circulation System & Functional Classifications

Street	Extent	Functional Classification
State Route 78	Twin Oaks Valley Road to Las Posas Road	Freeway
San Marcos Boulevard	SR 78 to Discovery Street	Primary Arterial
Discovery Street	San Marcos Blvd. to Twin Oaks Valley Road	Major Arterial / Primary Arterial
Grand Avenue	San Marcos Boulevard to Discovery Street	Major Arterial
Las Posas/McMahr Road	SR 78 to Discovery Street	Secondary Arterial
Via Vera Cruz	San Marcos Boulevard to Discovery Street	Secondary Arterial
Bent Avenue/Craven Road	San Marcos Blvd. to Twin Oaks Valley Road	Collector

Figure 5-1: Primary Circulation System



- **Discovery Street/Barham Drive.** Discovery Street is planned to be extended eastward from its terminus at Craven Road to connect with Barham Drive at Twin Oaks Valley Road. As a Secondary Arterial east to Grand Avenue and a Primary Arterial further east to Twin Oaks Valley Road, the Discovery Street/Barham Drive extension will have, respectively, four and six travel lanes. This extension will provide an important new east-west connection to the Creekside District that will relieve pressure on San Marcos Boulevard and provide more direct access to the freeway interchange at Twin Oaks Valley Road.

The portion of Discovery Street between Craven Road and La Sombra Drive will be upgraded as part of the Specific Plan improvements, which are discussed in detail below. The section of Discovery Street between San Marcos Boulevard and La Sombra Drive is under County jurisdiction, and will be upgraded to a four-lane Secondary Arterial, including replacement of the existing substandard bridge, at an undetermined future date.

5.4.3 Specific Plan Circulation Improvements

Circulation improvements required in the Creekside District fall into two categories: those whose need and benefit is almost entirely related to the District's development, and those required both to serve proposed Creekside development and to address broader city circulation issues. The improvements in this latter category relate primarily to the existing north-south streets and specifically to providing all-weather crossings of San Marcos Creek and upgrading these corridors to their urban standards as arterial and collector streets.

Bridges and Arizona Crossings

Consistent with the General Plan, the three principal north-south streets through the District (Via Vera Cruz, Bent, and Grand) will be improved to full urban standards and provide through access between San Marcos Boulevard and Discovery Street. In order to resolve circulation constraints related to flooding, bridges over San Marcos Creek will be built on Via Vera Cruz and Grand Avenue. While the designs of these bridges have yet to be finalized, conceptual designs are described below.

The Via Vera Cruz bridge is anticipated to be approximately 400 to 450 feet long and 90 feet wide, and to include two 10.5-foot- and two 11.5-foot-wide travel lanes (two northbound and two southbound), a continuous ten-foot-wide center turn lane, and a five-foot-wide bicycle lane on each side of the travelway. A 10-foot wide sidewalk/multi-use trail will run along both sides of the travelway. The multi-use trails will be separated from the travelway with a traffic barrier and will include two 8-foot wide semi-circular viewing areas overlooking the creekside open space.

The Grand Avenue bridge is anticipated to be approximately 450 feet long and vary from 67 to 73 feet in width. Similar to the Via Vera Cruz bridge, it will include four eleven-foot-wide travel lanes (two northbound and two southbound) and a continuous

ten-foot-wide center turn lane. Instead of bike lanes, the Grand Avenue Bridge will have variable width shoulders on each side of the travelway. A 9-foot wide sidewalk/multi-use trail, separated by a traffic barrier, will run along the west side of the travelway. No pedestrian facilities are provided on the east side of the bridge.

Both bridges also will include ornamental railings, pilasters, lighting, and banners to visually enhance the bridge experience for pedestrians and the traveling public.

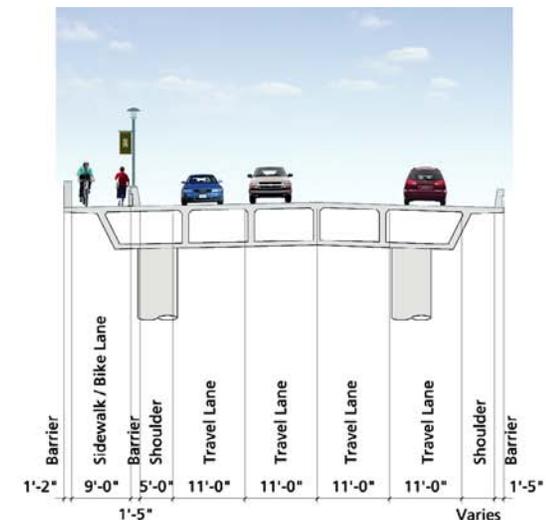
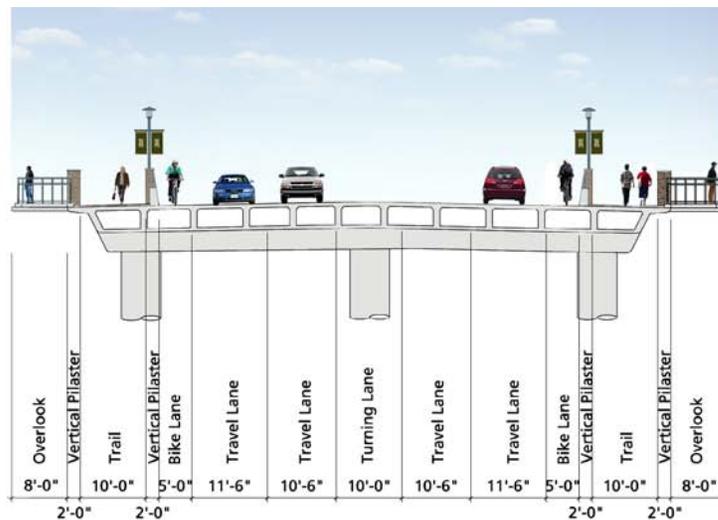
Due to the high costs involved in building bridges, the road improvement strategy for the north-south streets calls for bridges to be constructed over the creek only on Via Vera Cruz and Grand Avenue. An “Arizona crossing” (i.e., an at-grade crossing designed to allow floodwaters to flow over the roadway) is proposed for Bent Avenue. The Bent Avenue crossing and related road elevation have been designed to be compatible with the addition of a bridge in the future, if it is deemed necessary and can be funded.

Creekside Drive & McMahr Road Improvements

In constructing the flood control levees north of the creek, a new east-west street, Creekside Drive, will be constructed on top of the backfilled development pad that will be built behind the levees. While not required by the flood control improvements, McMahr Road will be upgraded as part of the construction of Creekside Drive to provide through access to San Marcos Boulevard. The design and character of these streets is discussed in greater detail later in this chapter.

Discovery Street Improvements

In addition to improvements to the north-south streets, the section of Discovery Street between McMahr Road and Craven Road will be raised in sections to be consistent with flood control elevations on the south side of the creek and improved to urban street standards. The improved roadway will include two 11-foot travel lanes in each direction, a 10-foot center turn lane, two 5-foot bike lanes, a 10-foot parking lane on the north side of the roadway



Conceptual Bridge Sections: Via Vera Cruz Bridge (left) and Grand Avenue Bridge (right)

adjacent to the creekside open space. The pedestrian zone on the north side of the corridor will include a 4-foot continuous parkway and a 6-foot sidewalk. The existing 5.5-foot sidewalk on the south side of Discovery Street will be maintained or reconstructed if disturbed by the street improvements.

GOAL 5.5: Resolve existing circulation issues related to flooding on San Marcos Creek by implementing General Plan identified circulation improvements to key north-south corridors.

Policy 5.5.1: In order to improve area circulation and facilitate development of the Creekside District, the City, will implement a series of circulation improvements prior to any substantial private development in the area. These “Phase I” improvements will include:

- Upgrading Via Vera Cruz to planned urban standard, including construction of a bridge over San Marcos Creek.
- Upgrading Bent Avenue to planned urban standard, including enhanced low-water crossing (i.e., “Arizona crossing”) of San Marcos Creek.
- Constructing a bridge over Grand Avenue and extend Grand Avenue south to Discovery Street.
- Upgrading Discovery Street, from McMahr to Craven Road, to planned urban standard.
- Improving McMahr Road and constructing a new east-west Creekside Drive from McMahr Road to Grand Avenue.

Policy 5.5.2: The City shall monitor the long-term function of the enhanced low-water crossing on Bent Avenue to confirm its effectiveness and safety. If the City determines that the crossing is not satisfactory from either a public safety or traffic operations standpoint, the City will consider the addition of a bridge to the corridor.

Local Streets and Access

The Creekside District’s street network introduces a system of collector and local streets designed to augment the existing system of major roadways while facilitating circulation within the District and improving access to individual properties. The network subdivides the District into an evenly spaced grid of streets that can effectively and efficiently distribute traffic, while also establishing a fine-grained pattern of developable blocks. This highly interconnected system of streets not only increases route choices for drivers, but also supports walking, cycling, and transit by providing short, direct routes throughout the District.

The street plan equally subdivides the areas between the existing north-south streets (Pacific, McMahr, Via Vera Cruz, Bent and Grand) to create a series of nine, parallel north-south local access streets, located on approximate 470-foot centers. Two parallel east-west streets are located between San Marcos Boulevard and the creek open space corridor. The northernmost east-west street, Main Street, is designed to be the primary retail commercial street for the District, while the second east-west street, Creekside Drive, is designed as a smaller local access street. Figure 5-1 illustrates the Creekside District street network and its connection with the City’s existing circulation system.

.....
GOAL 5.6: An efficient and highly interconnected network of streets that promotes the effective movement of vehicular traffic and establishes a rational framework for future development.
.....

Policy 5.6.1: Other than the street improvements implemented by the City during the initial phase, the internal street system will be implemented incrementally by developers as it is needed to serve new development.

Policy 5.6.2: In order to minimize the impact on traffic flow on San Marcos Boulevard, the five internal north-south streets that intersect San Marcos Boulevard will be restricted to right turns in and out, and will not have signals or median breaks on San Marcos Boulevard.

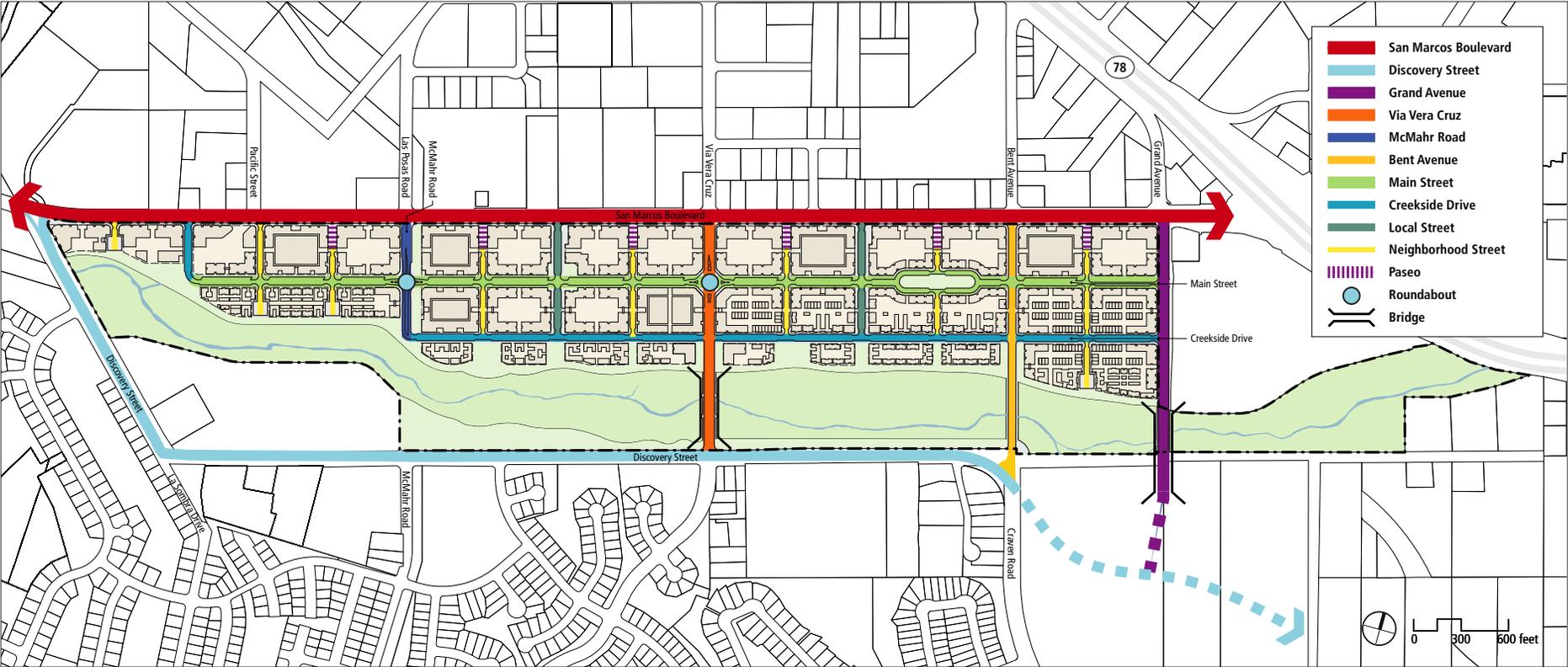
Policy 5.6.3: The street system within the Creekside District is intended to be fixed and should be constructed according to the alignments depicted within the Plan. Only minor adjustments may be made to address infeasible alignments or adverse impacts provided that any adjustment does not decrease the connectivity or the capacity of the planned street system and otherwise substantially conforms to the overall intent of the Plan.

5.4.4 Functional Classifications and Development Standards

The Specific Plan includes eight street categories with different design standards established for each (see Figure 5-2). The standards have been specifically formulated to address the character and function proposed for the Creekside District; certain categories apply to a particular street while others relate to a general class of streets. The following discussion summarizes the functional classifications and development standards for the Creekside District street system.

Because streets play such a critical role in establishing the design and development character of an area, as well as its function, additional guidance related to street design, circulation site planning issues, and streetscape improvements (e.g., landscaping, lighting, signage, etc.) is included in the Chapter 6, Community Design.

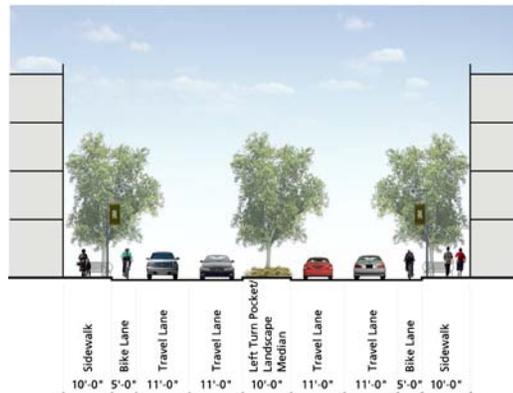
Figure 5-2: Street Classification Plan



Via Vera Cruz [Primary connector]



Via Vera Cruz will allow free vehicle movement while providing pedestrian comfort.



Via Vera Cruz is intended to carry significant volumes to and from the Creekside District, providing connections to the SR-78/Las Posas interchange and areas to the north. With the construction of the new Via Vera Cruz bridge, this street will also serve as an important through route for residential neighborhoods south of the Creekside District.

Corridor Type:.....Cross-town connector

R.O.W. Width:.....84'

Vehicular Zone

Movement:Two-way / Free

Maximum Posted Speed: 35 mph

Pavement Width:..64'

Traffic Lanes:Four 11' lanes, plus 10' left turn pocket / landscaped median

Bicycle Lanes:.....5'

Parking Lanes:.....None—on-street parking prohibited

Curb Type:Vertical curb with gutter

Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: ..10'

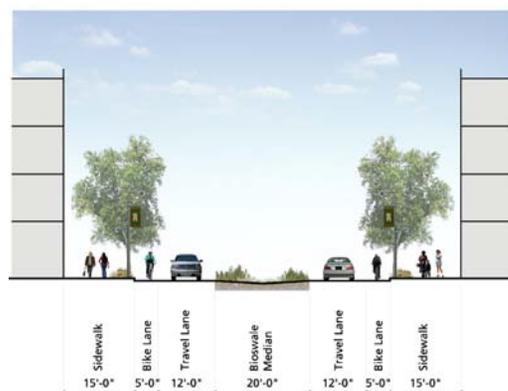
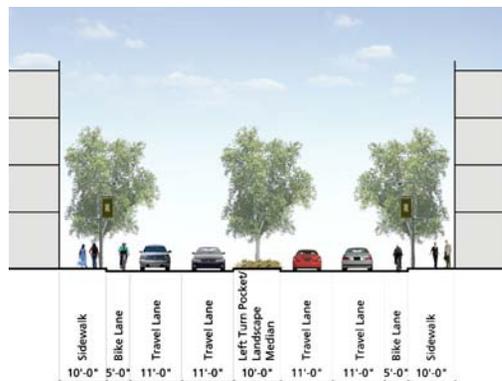
Planters:.....4' x 6' tree wells; 10' center median

Planting:.....Tall canopy trees plus tall vertical trees to highlight entry corridor

Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design

Lighting:.....25' max height (20' preferred); Split-level light standards recommended (e.g., 16' pedestrian fixture, 24' street fixture)

McMahr Road [Secondary connector]



McMahr will serve as an important entry point into the Creekside District, providing a vehicular connection between the SR-78/Las Posas interchange and the Main Street corridor. South of Main Street and connecting to Creekside Drive, McMahr will transition into a more local-serving street with a broad central median that provides for both substantial planting as well as stormwater management.

Corridor Type:.....Cross-town connector / Commercial mixed-use corridor

R.O.W. Width:.....84'

Vehicular Zone

Movement:Two-way / Free (north of Main Street) / Two-way / Slow (south of Main Street)

Maximum Posted Speed: 35 mph (north of Main Street) / 25 mph (south of Main Street)

Pavement Width: .64' (north of Main Street) / 54' (south of Main Street)

Traffic Lanes:Four 11' lanes, plus 10' left turn pocket / landscaped median (north of Main Street) / Two 12' lanes plus 20' bioswale median (south of Main Street)

Bicycle Lanes:.....5'

Parking Lanes:.....None—on-street parking prohibited

Curb Type:Vertical curb with gutter

Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: ..10' (north of Main Street) / 15' (south of Main Street)

Planters:.....4' x 6' tree wells (north of Main Street) / 5' continuous planter (south of Main Street); 10' and 20' center median

Planting:.....Tall canopy trees plus tall vertical trees to highlight entry corridor

Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design

Lighting:.....25' max height (20' preferred); Split-level light standards recommended (e.g., 16' pedestrian fixture, 24' street fixture)

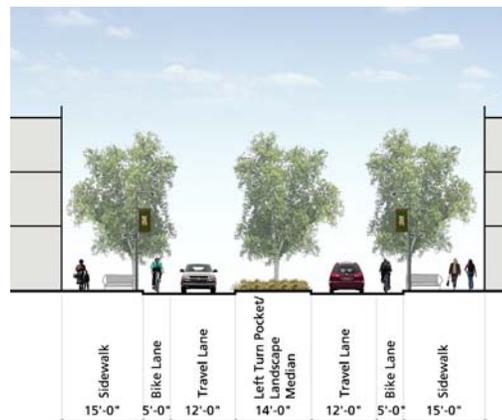


North of Main Street, McMahr Road will serve as an important and handsomely planted entry into the District.

Bent Avenue [Secondary connector]



Bent Avenue will have parking and bike lanes on both sides



Bent Avenue will serve as an important connector street for areas north and south of the District, including a direct link to Cal State San Marcos via Craven Road. It will also serve as an important commercial retail street where it intersects Main Street. This crossroads is intended to be focus of an important, but secondary, retail mixed use center.

Corridor Type:.....Commercial mixed-use corridor

R.O.W. Width:.....78'

Vehicular Zone

Movement:.....Two-way / Free

Maximum Posted Speed: 30 mph

Pavement Width: .48'

Traffic Lanes:Two 12' lanes, plus 14' left turn pocket / landscaped median

Bicycle Lanes:.....5'

Parking Lanes:.....None—on-street parking prohibited

Curb Type:Vertical curb with gutter

Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: ..15'

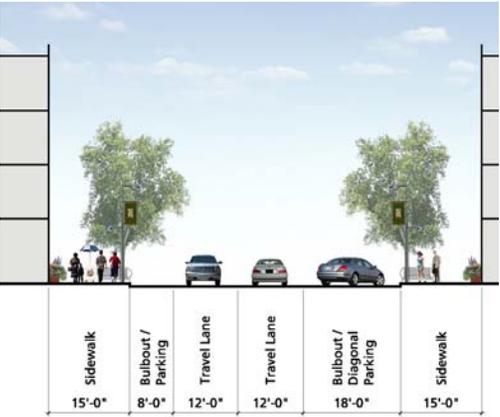
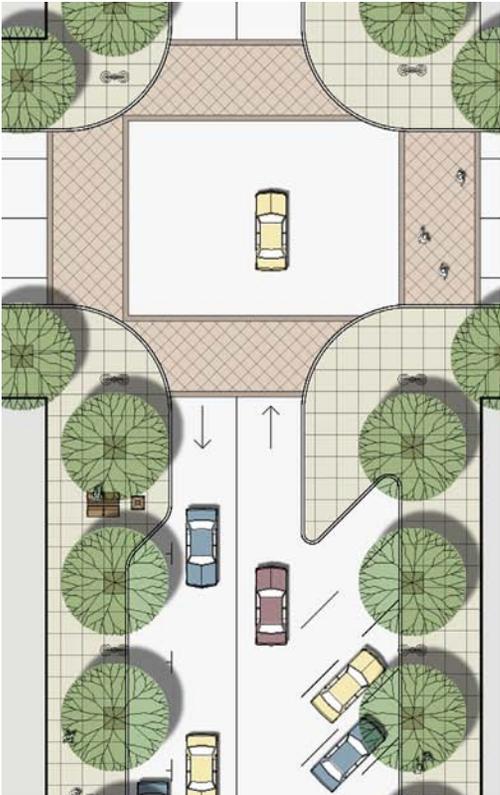
Planters:.....5' continuous planter; 14' center median

Planting:.....Canopy shade trees

Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design

Lighting:.....20' max height (16' preferred)

Main Street [East-west commercial street]



Main Street is intended to be the District’s primary retail street, providing direct access to commercial uses that front onto the corridor. On-street parking is provided along both sides of the street with parallel parking on the south side and diagonal parking on the north. The street is designed to promote slow travel speeds that will discourage its use as a “short-cut” or bypass for San Marcos Boulevard and to promote pedestrian safety. The right-of-way provides for a generous pedestrian zone to encourage pedestrian activity and outdoor uses such as cafes and sidewalk vendors. Curb cuts and driveway access will be prohibited and street widths will be necked down (i.e., narrowed) at intersections to calm traffic and provide safer pedestrian crossing.

Corridor Type:.....Commercial corridor
 R.O.W. Width:.....80’

Vehicular Zone

Movement:.....Two-way / Slow
 Maximum Posted Speed: 25 mph
 Pavement Width: .50’
 Traffic Lanes:12’
 Bicycle Lanes:.....None

Parking Lanes:.....8’ parallel on south side; 18’ diagonal on north side *

Curb Type:Vertical curb with gutter
 Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: ..15’*
 Planters:.....4’ x 6’ tree wells
 Planting:.....Canopy shade trees, ornamental trees and plantings
 Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design
 Lighting:.....20’ max height (16’ preferred)



Main Street will serve as the District’s primary commercial corridor.

*Parallel parking provided on both sides on blocks surrounding East End Commons with wider northern sidewalk.

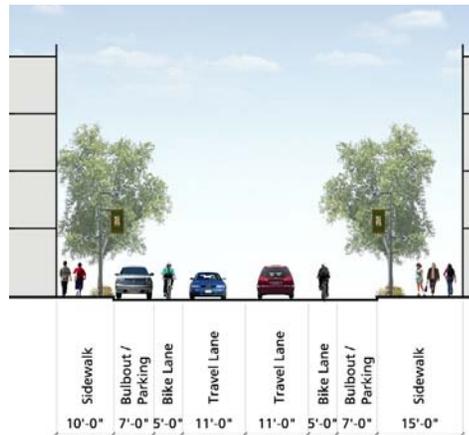
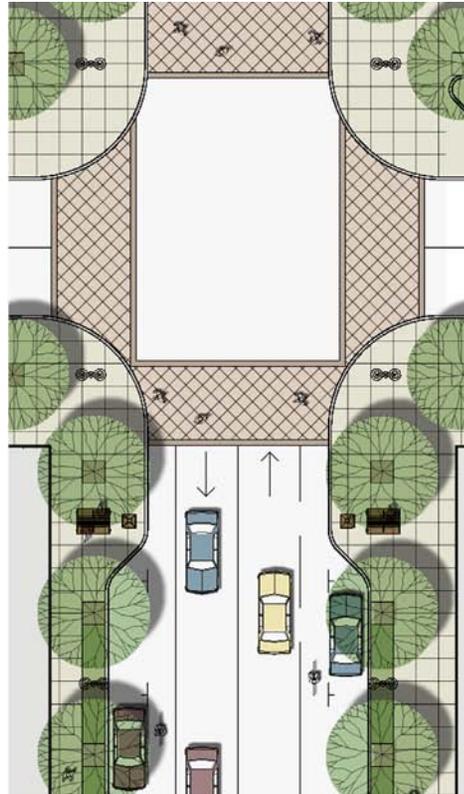
Note: The section of Main Street immediately west of Grand Avenue is depicted in Specific Plan graphics in an interim condition that would allow construction of the southern half of the Main Street cross section (southern sidewalk and parking and travel lanes) plus an interim northern sidewalk without redevelopment of existing commercial development to north; when this northern area redevelops, Main Street shall be constructed to the full cross section described in these standards.

Item 2.216

Creekside Drive [Secondary east-west street]*



Creekside Drive will have bike lanes, parking, and wide sidewalks.



*These standards also apply to the north-south entry road connecting Main Street with San Marcos Boulevard at the west end of the District.

Creekside Drive provides a secondary east-west route through the Creekside District. Smaller in scale than Main Street, Creekside Drive is intended as a local mixed-use corridor that responds to the adjacent Creekside Promenade. A wider pedestrian zone with a continuous planter is provided on the south side of the street, and, at street intersections, the sidewalk will take on the appearance of the adjacent Creekside Promenade entry parks and plazas. Additionally, bicycle lanes will be striped the length of the street, providing a dedicated east-west bicycle route through the District.

Corridor Type:.....Mixed-use corridor

R.O.W. Width:.....71'

Vehicular Zone

Movement:.....Two-way / Slow

Maximum Posted Speed: 25 mph

Pavement Width: .46'

Traffic Lanes:11'

Bicycle Lanes:.....5'

Parking Lanes:.....7'

Curb Type:Vertical curb with gutter

Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: ..15' (south side of Creekside Drive) / 10' (elsewhere)

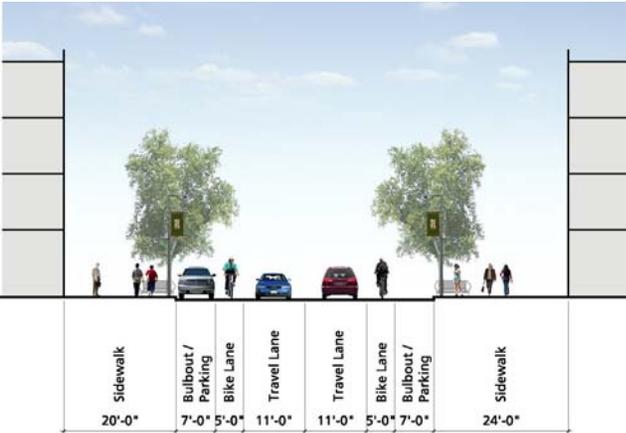
Planters:5' continuous planter (south side of Creekside Drive) / 4' continuous planter (elsewhere)

Planting:.....Canopy shade trees / Plaza treatment (where applicable)

Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design

Lighting:.....20' max height (16' preferred)

“Local Street” [Intermediate north-south through streets]



Local Streets provide through connections to existing arterial streets serving the District and enhance internal circulation and direct, local access to individual properties. These streets are designed for low vehicular travel speeds and comfortable bicycle and pedestrian use. Bike lanes and parallel, on-street parking are provided along both sides of the street. The north-south streets are envisioned to be distinctive mixed use commercial corridors that connect San Marcos Boulevard to the Creek corridor. As such they have larger rights-of-way to accommodate broad pedestrian zones (see Chapter 6, Community Design for more detail).

Corridor Type:.....Mixed-use corridor
 R.O.W. Width:.....90', plus additional 20' on east side of R.O.W. extending 120' south from San Marcos Boulevard

Vehicular Zone
 Movement:.....Two-way / Slow
 Maximum Posted Speed: 25 mph
 Pavement Width: .46'
 Traffic Lanes:11'
 Bicycle Lanes:.....5'
 Parking Lanes:.....7'

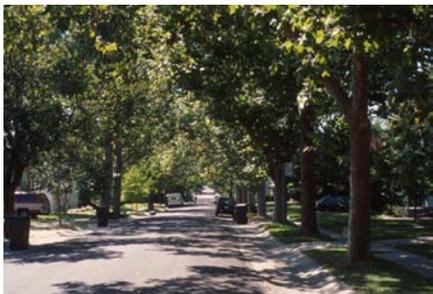
Curb Type:Vertical curb with gutter
 Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone
 Sidewalk Width: ..20' west side / 24' east side
 Planters:4' x 6" tree wells
 Planting:.....Canopy trees, ornamental trees and plantings
 Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design
 Lighting:.....20' max height (16' preferred)

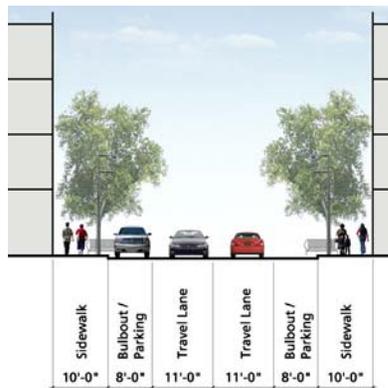


Wide sidewalks on local streets will provide space for water features and other landscape elements.

“Neighborhood Street” [Non-through north/south streets]



Neighborhood streets are intended to promote slow travel speeds.



Neighborhood Streets are intended to enhance internal circulation and provide direct, local access to individual properties. These streets are designed for low vehicular travel speeds and comfortable pedestrian use. Parallel, on-street parking is provided along both sides of the street.

Corridor Type:.....Mixed-use corridor

R.O.W. Width:.....58'

Vehicular Zone

Movement:.....Two-way / Very slow

Maximum Posted Speed: 25 mph

Pavement Width: .38'

Traffic Lanes:11'

Bicycle Lanes:.....None

Parking Lanes:.....8'

Curb Type:Vertical curb with gutter

Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: ..10'

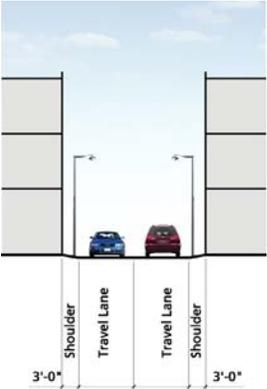
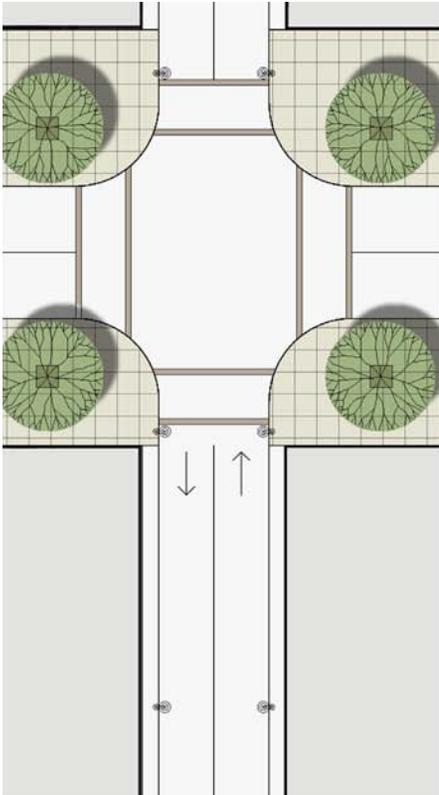
Planters:4'x6' tree well or 4' continuous strip

Planting:.....Canopy shade trees

Tree Species:See recommended species and Master Streetscape Plan policies in Chapter 6, Community Design

Lighting:.....20' max height (16' preferred)

“Alley” [to be incorporated east/west through blocks as appropriate]



Alleys, which are through streets that bisect a block lengthwise, are used to provide access to the rear of commercial and residential properties in order to reduce the number of driveways and the presence of service vehicles along the primary street frontages. Typically they provide access to parking, loading docks, and garbage collection areas in commercial areas and garages in residential areas. Parking is prohibited along alleys.

Corridor Type: ---.Local Access

R.O.W. Width:26'

Vehicular Zone

Movement:Two-way / Very Slow

Maximum Posted Speed: 10 mph

Pavement Width: 26'

Traffic Lanes:10', plus 3' shoulder

Bicycle Lanes:.....None

Parking Lanes:.....None—on-street parking prohibited

Curb Type:Rolled curb with gutter

Curb Radius:Smallest context-sensitive radius that allows for sufficient emergency access

Pedestrian Zone

Sidewalk Width: .None

Planter Width:None

Planters:None

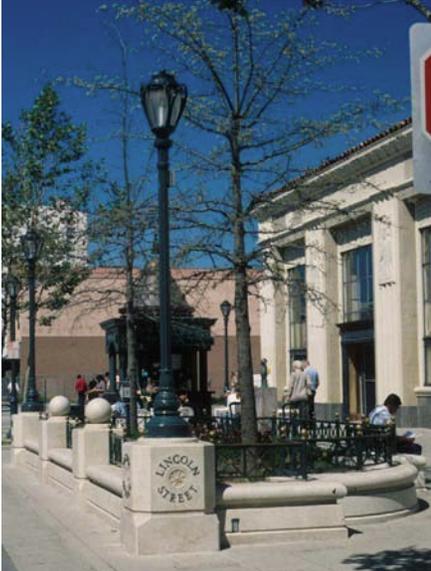
Planting:None

Tree Species:None

Lighting:20' max height (16' preferred)



Alleys reduce the number of driveways on primary streets.



Street trees, lighting and other landscape elements separate pedestrians from traffic and foster an inviting atmosphere.



Special paving treatments draw drivers' attention to pedestrian crossings while adding aesthetically to the pedestrian environment.

5.5 Pedestrian and Bicycle Circulation

Establishing a truly balanced circulation system is dependent on creating a safe and functional environment for modes of transit other than the automobile. Given the strong automobile orientation and high traffic volumes on San Marcos Boulevard, the intent is to make the Creekside District much more attractive and accommodating to pedestrians and bicyclists by providing well-designed facilities that are integrated with the area's street network in a manner that minimizes conflicts with vehicular circulation.

These facilities will connect the Creekside District internally, but also link the area to surrounding neighborhoods and major destination points such as Cal State San Marcos, Palomar Community College and the Town Center via existing and planned pedestrian and bicycle facilities.

GOAL 5.7: A comprehensive, integrated bikeway and pedestrian system that connects the Creekside District to the broader community, promotes alternatives to the automobile, and enhances the public's enjoyment of the District's open space resources.

Policy 5.7.1: Provide continuous, inter-connected travel corridors for pedestrians and bicyclists that serve the same destinations as automobiles, as well as non-vehicular destinations such as the creek open space corridor.

The Creekside District provides an extensive and continuous system that allows for the safe and efficient movement of pedestrians and bicyclists for both commute and recreational purposes. The circulation system incorporates two levels of pedestrian and bicycle facilities: street-related (Class II) and non-street-related (Class I).

5.5.1 Pedestrian Facilities

Pedestrian circulation in the Creekside District (Figure 5-3) will be accommodated in three ways:

- Broad, tree-lined sidewalks on both sides of all streets within the developed area;
- Pedestrian streets or "paseos" that provide off-street, pedestrian passages within the developed area; and
- Class I, multi-use trails in the creekside open space corridor that will connect to the street system within the District as well as to existing and proposed facilities outside the District.

Pedestrian-Friendly Streets

To attract and maintain significant pedestrian activity in the Creekside District the streets not only need to accommodate vehicular traffic, but also be safe, attractive, and convenient for pedestrians. The public street rights-of-way in the District will be used as much by pedestrians as vehicles, and so the pedestrian zones have been designed with the same care given to the vehicular travelway. In addition to providing ample area within the pedestrian zone, the District's street standards and streetscape guidelines address the use and location of the many elements that contribute to the character and quality of the pedestrian environment, including sidewalks, on-street parking, street trees and buffer landscaping, street lights, signs, crosswalks, transit stops, benches and other streetscape furniture (streetscape guidelines are contained in Chapter 6, Community Design).

Figure 5-3: Pedestrian Trails and Sidewalks





Traffic calming measures, such as crosswalk refuges, make streets more pedestrian friendly.



Roundabouts at McMahr and Via Vera Cruz will efficiently balance vehicular and pedestrian movement while serving as gateways to the Creekside District.

Traffic Calming

In order to create a comfortable and safe pedestrian environment, the locations at which pedestrians and vehicles come into contact with each other must be carefully designed to manage the flow of vehicular traffic. These locations occur primarily at intersections, but can also occur at mid-block locations. Traffic-calming devices such as roundabouts, traffic circles, curb extensions (i.e., “bulb-outs”, “neck downs”, etc.), and enhanced crosswalks are recommended throughout the planning area, with special emphasis on Main Street where establishing a free flow of pedestrian traffic and a slow regular flow of vehicular traffic will work together to enhance the commercial environment.

Paseos

In an effort to support walking within the District, the Plan calls for the creation of a series of pedestrian-only streets, or paseos. Located at the north end of the District’s six north-south Neighborhood Streets, these paseos will provide pedestrian connections to Main Street and the District’s retail core from San Marcos Boulevard and maintain a walkable scale for the blocks fronting San Marcos Boulevard. The paseos will be lined with storefronts and activated with outdoor restaurants and pedestrian amenities such as fountains, sculpture, benches and other street furniture. While these six paseos will be located in public rights-of-way and required as part of the public circulation system, developers also will be encouraged to incorporate the paseo concept into their private developments. Mid-block paseos are an effective means of providing pedestrian access from street frontages to mid-block parking, and for expanding retail frontages.

Class I Multi-use Trails

Given the importance of open space to the character of the Creekside District, a high priority is given to the creation an area-wide system of off-street, or Class I, trails that will allow employees, residents and visitors to fully enjoy the natural beauty of San Marcos Creek while commuting or recreating. Class I trails along the levee tops and within creekside park areas will provide key east-west trail connections through the area. North-south connections will be provided within the street corridors.

GOAL 5.8: Street design that balances the efficient movement of vehicular traffic with the creation of a safe, attractive, and convenient pedestrian-oriented district.

- Policy 5.8.1 Provide continuous sidewalk improvements or off-street paths along all street corridors, and close gaps in the existing pedestrian system.
- Policy 5.8.2 Provide convenient and direct pedestrian access to all buildings (commercial and residential) from street frontages, rather than through parking lots.
- Policy 5.8.3 Encourage developers to provide pedestrian streets (i.e., “paseos”) in mid-block areas that provide for pedestrian access through the block and to parking areas located behind buildings.
- Policy 5.8.4: Integrate traffic-calming measures, such as roundabouts, traffic circles, curb extensions, textured paving, pedestrian refuges/islands and on-street parking, into the street design in order to create a more pedestrian-friendly circulation system.
- Policy 5.8.5: Provide street trees and other landscaping between the street and sidewalk to provide separation.

tion from the travelway, micro-climate control, and aesthetic enhancement.

Policy 5.8.6: Provide pedestrian-scaled lighting to enhance nighttime activity, and add spatial definition and human scale to the pedestrian realm.

Policy 5.8.7: Provide on-street parking on most District streets to enhance parking convenience and provide separation between pedestrians and the travelway; where on-street parking is not provided, use a continuous planter to buffer pedestrians from the travelway.

Policy 5.8.8: Incorporate special paving treatments at key intersection crossings to announce and signify the importance of the pedestrian zone and to aesthetically enhance the crossing. Paving materials, colors and textures can be used to delineate the crosswalk area. Crosswalk materials shall be durable and safe for pedestrian use.

Policy 5.8.9: In order to promote pedestrian movement between the Creekside District and employment and entertainment areas north of San Marcos Boulevard, the City will explore design options for creating safe and attractive pedestrian crossings of San Marcos Boulevard.

Policy 5.8.10: Roundabouts shall be incorporated into the intersection designs of McMahr Road and Via Vera Cruz where they cross Main Street to regulate the flow of north-south traffic both through the District and onto Main Street (without requiring left turn lanes or a traffic signal). The roundabouts will also be designed as gateway features that announce the entry to the Creekside District and the Main Street commercial corridor.

5.5.2 Bicycle Facilities

Safe, convenient and attractive bicycle are an important amenity that will enhance the District’s commercial development, reduce vehicle trips and increase the community’s appreciation of the open space resource. Figure 5-4 shows the system of Class I (off-street multi-use trails) and Class II (on-street bike lanes) facilities that will serve the Creekside District.

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GOAL 5.9: A comprehensive and integrated system of Class I and Class II facilities that supports bicycle use in the Creekside District for commuting and recreation.

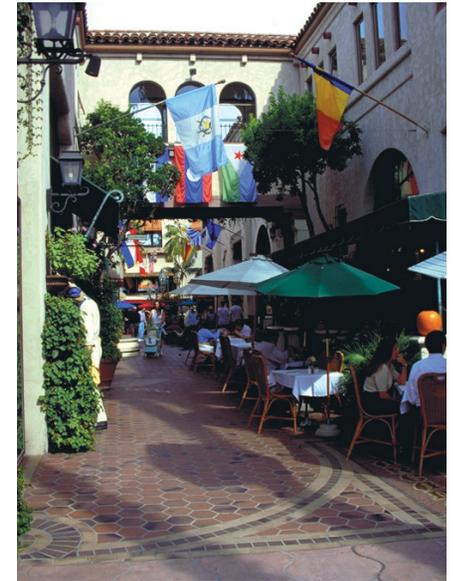
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Policy 5.9.1 Provide an interconnected system of Class II bicycle lanes that connect to existing and planned bicycle facilities on San Marcos Boulevard, Las Posas Road, Discovery Street, McMahr Road, and Craven Road.

Policy 5.9.2 Provide five-foot-wide (5’) Class II bicycle lanes along both sides of the following Creekside District streets to facilitate bicycle commuter access to and from the urbanized area:

- Bent Avenue
- Via Vera Cruz
- McMahr Road
- Creekside Drive
- All Local Streets

Policy 5.9.3 Complete key linkages between the City’s existing bicycle system and the Creekside District bicycle system.

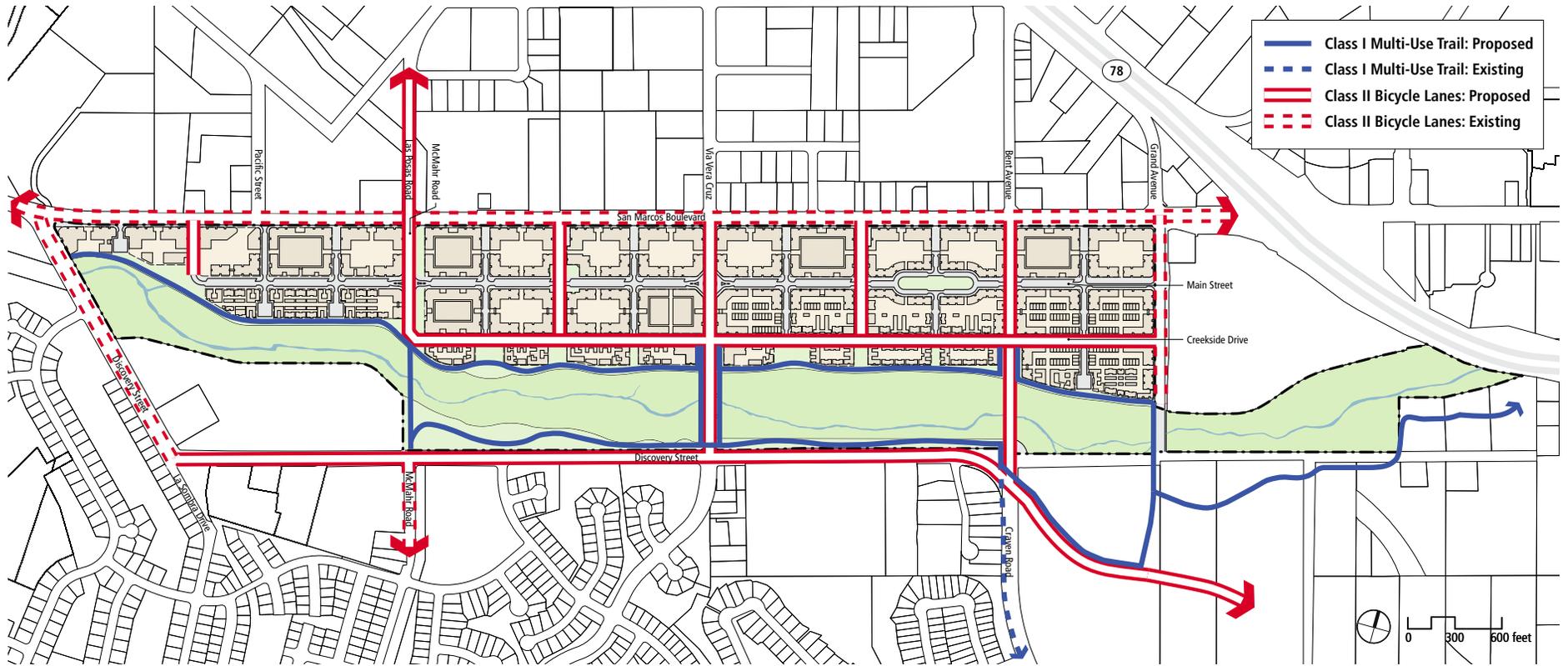


Lively paseos—pedestrian streets—create direct, interesting, and pleasant routes for pedestrians.



Bicycle routes should be clearly marked to alert drivers to the presence of bicycles.

Figure 5-4: Bicycle Lanes and Routes



- Policy 5.9.4 Encourage developers to incorporate secure bicycle parking and showering/changing facilities into their developments to support bicycle use by Creekside District employees.
- Policy 5.9.5 Establish a system of directional and safety signs that identify bicycle corridors, provide directions and distances to key destinations, and provide safety warnings at intersections. The signage system should be designed to be in scale with pedestrian and bicycle use. Pavement markings and symbols (e.g., “sharrows”) should also be used to clarify and announce bicycle use within public streets that lack Class II bicycle lanes.
- Policy 5.9.6 Provide an inter-connected system of Class I multi-use trails (i.e., not located in a street) along the San Marcos Creek corridor that accommodate non-motorized recreational trail use (e.g., walking, biking, skating, etc.) and allow the public to enjoy this open space resource.
- Policy 5.9.7 Construct an all-weather multi-use Creekside Promenade trail along the top of the levee/embankment on the north side of the San Marcos Creek corridor. The trail, which will extend from Discovery Street to Grand Avenue, will be designed to accommodate maintenance vehicles as well as pedestrians, bicyclists, and other non-motorized vehicles (refer to Chapter 5, Open Space & Conservation for more detailed discussion on design of these facilities).
- Policy 5.9.8 Construct an all-weather multi-use trail along the top of the levee/embankment on the south side of the San Marcos Creek corridor. The trail, which will extend along the north side of Discovery Street from McMahr Road to Grand Avenue and then onward to SR-78, will be designed to accommodate maintenance vehicles as well as pedestrians, bicyclists, and other non-motorized vehicles (refer to Chapter 5, Open Space & Conservation for more detailed discussion on design of these facilities).
- Policy 5.9.9 Special pedestrian/bicycle street crossings shall be developed where the Class I creek trails intersect major north-south streets (i.e., Via Vera Cruz, Bent and Grand). These crossings should be delineated in the travelway, and should also include signage providing safety warnings for both cyclists and motorists of an approaching intersection. Textured paving or warning bumps should be used in the travelways before the crossings to alert traffic that they are approaching a sensitive intersection.
- Policy 5.9.10: Construct a north-south pedestrian bridge that spans the creek and natural habitat areas, linking the trails on the north and south sides of the creek corridor. The pedestrian bridge should be located near McMahr Road, providing an additional north-south pedestrian crossing between Via Vera Cruz and Discovery Street and creating, along with the Grand Avenue Bridge, a recreational trail loop internal to the Creekside District.



Off-street and on-street bicycle facilities facilitate bicycle travel, both for recreation and commuting.



The creekside trails will serve both the recreational and transportation needs of pedestrians, bicyclists, and other non-motorized users.

Policy 5.9.11 The new Via Vera Cruz bridge will incorporate multi-use trails along both sides of the bridge, while the Grand Avenue bridge will incorporate a trail along its west side, which faces the main open space area. These trails, which will be physically separated from the roadway by a traffic barrier, will link directly into the Class I trails along the north and south sides of the creek. Each bridge trail will include pedestrian overlooks that provide vista points looking out over the creek and associated open space.

Policy 5.9.12 In order to provide convenient connections between development north of the creek and the multi-use trail of the Creekside Promenade, access points will be developed at the southern terminus of all eleven north-south streets that abut the open space corridor (refer to the Open Space Element for more discussion of the design of these areas).

5.6 Transit Service

Enhancing transit service is a key strategy in the creation of the Creekside District. Providing convenient and affordable transit will allow the City to develop a vibrant, new mixed-use neighborhood while:

- minimizing increases in traffic congestion and air pollution;
- increasing transportation choice and reducing automobile dependency;
- promoting efficient development patterns and pedestrian-friendly environments; and
- minimizing project area costs associated with the provision of parking.

In order to establish effective transit service to the Creekside District, the plan proposes a two-tier transit system that includes: a) improved North County Transit District (NCTD) bus and light rail services to the city and region, and b) creation of a new local shuttle service that will provide internal Creekside District circulation with looped connections to key nearby San Marcos destinations (e.g., employment centers, campuses and transit stations).

Attachment G
(Property purchase documents - #2)

Hall, Lupita

From: Brenner, Alicia
Sent: Monday, March 22, 2010 3:20 PM
To: Hall, Lupita
Subject: RE: Woodland Pkwy - Fleck escrow

Hi Lupita,

On the payment request please make a note to finance, that the TransNet Account (404-00-600002-8005) is to be charged first up to the amount available in the project budget (I think it's around 30K). The remaining costs are to be charged to account 402-00-6000002-8005.

Thanks,

.....
Alicia Brenner | City of San Marcos
760 744 1050 ext. 3248
abrenner@san-marcos.net

From: Hall, Lupita
Sent: Monday, March 22, 2010 3:00 PM
To: Brenner, Alicia
Subject: FW: Woodland Pkwy - Fleck escrow
Importance: High

Hi Alicia,

This looks like it's part of the Barham/Lamoree-Woodland Pkwy Interchange project #8005. Can you give me the funding number to use for this wire funds request?

Thanks!

Lupita T. Hall
Engineering Division
City of San Marcos
[*lhall@san-marcos.net*](mailto:lhall@san-marcos.net)

From: Vo, Paul
Sent: Monday, March 22, 2010 2:47 PM
To: Hall, Lupita
Cc: Serio, Liliane
Subject: FW: Woodland Pkwy - Fleck escrow
Importance: High

Lupita,

Please prepare the wiring request and let Jane know when the fund will be wired. I already sent Jane the signed Change of Ownership Report.

From: Jane Wiggans [mailto:jane@wiggansgroupinc.com]
Sent: Monday, March 22, 2010 11:57 AM
To: Vo, Paul
Cc: 'Smigiel, Terry'; Shari McAuley, Wiggans Group, Inc.
Subject: Woodland Pkwy - Fleck escrow
Importance: High

Paul:

Attached is the closing statement and wiring funds for the Fleck purchase – please arrange for wiring on Thursday March 25 so we can close on Friday, March 26th. Also, please have the attached change of ownership signed and returned via email. If you have any questions, please let me know. Thank you.

Jane L. Wiggans, SR/WA

Wiggans Group, Inc.

5256 So. Mission Road, Suite 138

Bonsall, CA 92003

T 760.806.1776

C 760.518.3005

F 760.806.6616

jane@wiggansgroupinc.com



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**CITY OF SAN MARCOS
REQUEST FOR WIRE TO BE SENT**

DATE: March 22, 2010

VENDOR NAME: Chicago Title / Escrow Division

WIRE INSTRUCTIONS:

Bank Name: Union Bank - 1980 Saturn St., Monterey Park, CA 91755
Bank Account #: Credit to Chicago Title Company in trust for San Marcos
Redevelopment Agency Account 9101051077

ABA #: 122000496

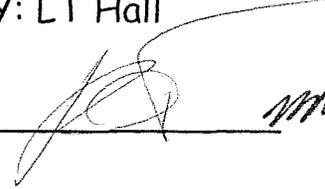
Reference/Description: Escrow no. 73710000407

AMOUNT \$804,478.85

DESCRIPTION: Escrow Deposit for property on 684 E. Barham Drive,
San Marcos, CA 92069 Parcel ID 220-250-23-00
Seller Kevin J. Fleck as Trustee.

CHARGE ACCOUNT ~~#404-00-600002-8005~~ (approx. 30k) *No more funding remaining. DMN*
#402-00-600002-8005 (charge reminder to this)
(See Alicia's attached email)

SUBMITTED BY: LT Hall

APPROVED BY:  

DEPT. HEAD'S SIGNATURE:  

SPECIAL INSTRUCTIONS FOR FINANCE:

Funds will need to be wired on March 25, 2010 for closing on
March 26, 2010.

Journal Entry 1000.12

Effective Dt 03/25/10 Type
Batch Id 44609 Entered by Marina Crandall
Interfunds No on 04/07/10
Transaction# at 12:36

Purpose PURCHASE OF FLECK PROPERTY, APN 220-250-23, 684 E.BARHAM DR.

Accounts	Debits	Credits
402-00-600002-8005	804,478.85	
402-00-110000		804,478.85
Totals	804,478.85	804,478.85

Approved by: DMN 4/7/10

CCS.GL General Ledger Release 8.2.1 R*GLRJE*R.FORM By Marina Crandall (cran1)

Transfer Approval Confirmation

The following transfers have been approved.

Type: Intra-Bank (Book)
Debit Account: 0860020084 - City General Account
Amount: 804,478.85
Send Date: 03/25/2010
Beneficiary Account Number: 9101051077
Beneficiary Account Name: CHICAGO TITLE COMPANY

Payment Details: ESCROW NO 73710000407 TS ESCROW
OFFICER TERRY SMIGIEL

Sequence Number: 001140
Bank Control Number: UB 712101

3/25/10

1009.12

REF2: 60904

3,751.00 CHECK PAID
REF1: 4563794
REF2: 60922

150.00 CHECK PAID
REF1: 4674389
REF2: 60961

804,478.85 OUTGOING MONEY TRANSFER
WIRE TRANS TRN0325013170 UBOC UB712101N
REF1: 93052273

1,516.35 ZBA DEBIT
TRANSFERRED TO 0860045443
CITY OF SAN MARCOS
REF1: 99960729

543,879.96 ZBA DEBIT
TRANSFERRED TO 0860020149
CITY OF SAN MARCOS
REF1: 99960730

1,370,760.12 TOTAL OF 13 ITEMS

*Escrow deposit
for Fleck property*

WC TFR

ACCOUNT 0860020149 - CITY P-R

CLOSING LEDGER		0.00
TOTAL ZBA CREDITS		543,879.96
	ITEMS:	1
TOTAL ARP DEBITS		6,027.70

TRANSACTION INFORMATION FOR 25MAR10

AMOUNT	DESCRIPTION
--- CREDITS ---	
543,879.96	ZBA CREDIT TRANSFERRED FROM 0860020084 CITY OF SAN MARCOS REF1: 99960732
--- DEBITS ---	
537,852.26	PREAUTHORIZED ACH DEBIT CITY OF SAN MAR PC CLEAR PPD -SETT-PC CLEAR2 REF1: 53099130
427.65	CHECK PAID REF1: 4537594 REF2: 82323
3,126.94	CHECK PAID REF1: 4537595 REF2: 82990
125.59	CHECK PAID REF1: 4714025



CHICAGO TITLE
COMPANY

316 West Mission Avenue, Suite 121
Escondido, CA 92025
Phone: (760)746-3882 / Fax: (760)746-9207

Paul Malone
San Marcos Redevelopment Agency
c/o Wiggans Group, Inc., Jane Wiggans, 5256 So. Mission Road
Suite 138
Bonsall, CA 92003

Date: March 1, 2010
Property: 684 E. Barham Drive
Escrow No.: 73710000407-TS

WIRE INFORMATION

Our wiring instructions for the above referenced transaction are as follows:

To: Chicago Title Company

Bank: Union Bank
1980 Saturn Street
Monterey Park, California 91755

Routing No.: 122000496

Account No.: Credit to Chicago Title Company in trust for San Marcos Redevelopment Agency account number 9101051077.

Please refer to our **Escrow No.:** 73710000407



Chicago Title Company

316 West Mission Avenue, Suite 121, Escondido, CA 92025
Phone: (760)746-3882 | FAX: (760)746-9207

BUYER'S STATEMENT

Settlement Date: March 31, 2010
Disbursement Date: March 31, 2010

Escrow Number: CTSD24-73710000407
Escrow Officer: Terry Smigiel

Buyer: San Marcos Redevelopment Agency
c/o Wiggans Group, Inc., Jane Wiggans, 5256 So. Mission Road Suite 138
Bonsall, CA 92003

Seller: Kevin J. Fleck as Trustee
2855 Geise Court
Escondido, CA 92027

Property: 684 E. Barham Drive
San Marcos, CA 92069
Parcel ID(s): 220-250-23-00

	DEBIT	CREDIT
Financial Consideration		
Contract Sales Price	800,000.00	
Principal Amount of New Loan(s)		
Title & Escrow Charges		
Settlement or Closing Fee	Chicago Title Company	1,815.00
Title Insurance	Chicago Title Company	1,896.00
messenger fees	Chicago Title Company	17.85
Other Debits/Credits		
refundable cushion	Chicago Title Company	750.00
Balance Due FROM Buyer	804,478.85	
TOTALS	804,478.85	804,478.85

APPROVED and ACCEPTED

The Buyer's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller. In the event a Real Estate Agent negotiated the transaction such Agent may be furnished a copy of this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

[Faint signature]

Buyer:

San Marcos Redevelopment Agency

BY:

Paul Malone
Executive Director

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Chicago Title Company
Settlement Agent

Hall, Lupita

From: Vo, Paul
Sent: Monday, March 22, 2010 2:47 PM
To: Hall, Lupita
Cc: Serio, Liliane
Subject: FW: Woodland Pkwy - Fleck escrow
Attachments: 220-250-23 Fleck Escrow Buyer's Statement & Wire Info 031610.pdf; 220-250-23 Fleck Escrow Preliminary Change of Ownership.pdf

Importance: High

Lupita,

Please prepare the wiring request and let Jane know when the fund will be wired. I already sent Jane the signed Change of Ownership Report.

From: Jane Wiggans [mailto:jane@wiggansgroupinc.com]
Sent: Monday, March 22, 2010 11:57 AM
To: Vo, Paul
Cc: 'Smigiel, Terry'; Shari McAuley, Wiggans Group, Inc.
Subject: Woodland Pkwy - Fleck escrow
Importance: High

Paul:

Attached is the closing statement and wiring funds for the Fleck purchase – please arrange for wiring on Thursday March 25 so we can close on Friday, March 26th. Also, please have the attached change of ownership signed and returned via email. If you have any questions, please let me know. Thank you.

Jane L. Wiggans, SR/WA

Wiggans Group, Inc.

5256 So. Mission Road, Suite 138

Bonsall, CA 92003

T 760.806.1776

C 760.518.3005

F 760.806.6616

jane@wiggansgroupinc.com



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Hall, Lupita

From: Vo, Paul
Sent: Monday, March 15, 2010 8:43 AM
To: Serio, Liliane
Cc: Hall, Lupita
Subject: FW: Richmar/Assi - escrow instruction for \$50k deposit
Attachments: 220-084-06&07 Escrow Instr - deposit.pdf; 220-084-06 07 Assi Contract signed 02182010.pdf

Liliane,

Would you help filling out the Escrow Instructions. We need the information concerning interest bearing account and tax information? Jane Wiggans need to send it back to escrow.

We also need to deposit 50K as indicated on page 4 of the agreement. The acquisition is for the future Mission Road Widening.

Lupita will send up the wiring instruction.

Thanks,

From: Jane Wiggans [mailto:jane@wiggansgroupinc.com]
Sent: Friday, March 12, 2010 11:17 AM
To: Vo, Paul
Cc: Schaffer, Charlie; admin@wiggansgroupinc.com
Subject: Richmar/Assi - escrow instruction for \$50k deposit

Paul:

We need the attached filled out for the \$50,000 deposit for Assi escrow. Please email back. I will forward the wiring instruction when rec'd from escrow. Thank you.

Jane L. Wiggans, SRWA

Wiggans Group, Inc.

5256 So. Mission Road, Suite 138

Bonsall, CA 92003

T 760.806.1776

C 760.518.3005

F 760.806.6616

jane@wiggansgroupinc.com



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PRIVACY STATEMENT

Effective Date: May 1, 2008

Order No.: 73710000155-TS

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

PERSONAL INFORMATION COLLECTED

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

DISCLOSURE OF PERSONAL INFORMATION

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

PRIVACY STATEMENT

Effective Date: May 1, 2008
(continued)

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies:

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties:

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

ACCESS TO PERSONAL INFORMATION / REQUESTS FOR CORRECTION, AMENDMENT, OR DELETION OF PERSONAL INFORMATION

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

CHANGES TO THIS PRIVACY STATEMENT

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

NOTICE OF AVAILABLE DISCOUNTS

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 - 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

FEE REDUCTION SETTLEMENT PROGRAM

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

DISASTER LOANS

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

SHORT TERM RATE - NON RESIDENTIAL

The Short Term Rate is a reduction of the charges shown in the Insurance Tables which is allowable only when the current order is placed within 60 months from the date of issuance of a prior CLTA or ALTA Form of Policy of any qualified title insurer and provided further that the grantor, borrower, lender, lessor or assignor is insured by or under the terms of a prior policy, or is the vested owner of the interest insured by said policy. The short term rate is 64% to 92% of the appropriate title insurance rate depending on the type of coverage selected.

EMPLOYEE RATE

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) San Marcos Redevelopment Agency	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government Agency	
Address (number, street, and apt. or suite no.) 1 Civic Center Drive	Requester's name and address (optional)
City, state, and ZIP code San Marcos, CA 92069	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
33 0306187

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/23/10
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

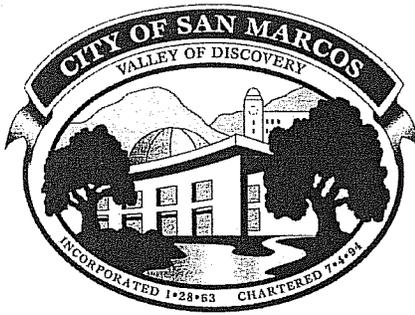
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment H
(Lease termination information –
Property #5)

Real Property Services
1 Civic Center Drive
San Marcos, CA 92069-2918



Tel: 760.481.3812
Fax: 760.510.1321
Web: www.San-Marcos.net

July 19, 2010

CBS Outdoor, Inc
4450 Alvarado Canyon Road
San Diego, CA 92120

**VIA USPS First Class and Certified Mail,
Return Receipt Requested**

**RE: 30-Day Notice of Termination– Lease Number 82038
931 Grand Ave, San Marcos, CA**

To whom it may concern:

On May 26, 2010, the San Marcos Redevelopment Agency, a Public Agency, purchased the property identified above from the previous owner and your lessor for lease number 82038. Attached, for your reference, is a copy of the Grant Deed recorded with the San Diego County Recorder's Office under document number 2010-0275184.

According to your lease, as amended, the new landlord shall have the right to terminate this lease with thirty (30) days notice. Pursuant to the terms and conditions of the lease, you are hereby notified of the termination of lease number 82038.

CBS Outdoor must remove the sign within thirty (30) days after the end of the thirty-day notice period. Such notice period shall end on August 19, 2010 with all property belonging to CBS Outdoor removed from the property **no later than September 19, 2010**.

If you have any questions or concerns, please contact Ellen Hegarty, Director of Real Property Services at (760) 744-1050, extension 3123.

Respectfully,

A handwritten signature in black ink that reads "Paul Malone".

Paul Malone
Executive Director
San Marcos Redevelopment Agency

Enclosures: Grant Deed Document # 2010-0275184

CC: Real Property Services Division Director

Item 2.244

3

RECORDING REQUESTED BY
Lawyers Title Company - Commercial Services

WHEN RECORDED MAIL THIS DOCUMENT:
San Marcos Redevelopment Agency
1 Civic Center Drive
San Marcos, CA 92069

DOC # 2010-0275184



JUN 02, 2010 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER

FEES: 0.00
DC: 00 TAX: N.D.

PAGES: 3



FB
30
ND
MF
TT

7732

219-152-44;
APN: 219-152-45 ; 219-152-42;
Escrow No: 11608171
Title No: 11608171

Space above this line for Recorder's use

GRANT DEED

Not shown pursuant to Section 11932 of the California Revenue and Taxation Code

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Pasqua, LLC, a California limited liability company, which was depicted in the record
erroneously as Pasqua LLC, a California limited liability company and Pasqua LLC, a
California corporation hereby GRANT(S) to DOCUMENTARY TRANSFER TAX \$ _____

San Marcos Redevelopment Agency, a Public Agency

all that certain real property situated in the City of San Marcos, County of San Diego, State of California:
See Exhibit A attached hereto and made a part hereof.

Commonly known as: 931 Grand Avenue, San Marcos, CA

Dated: May 26, 2010

Pasqua, LLC,
a California limited liability company

By: John B. Colucci, Manager

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss:

On May 26, 2010 before me, Mary Anne Keller, Notary Public,

personally appeared John B. Colucci

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

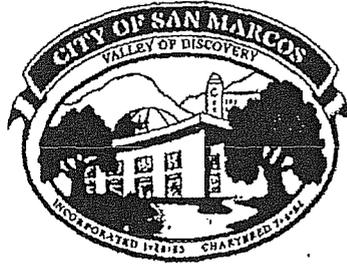
Signature



(This area for notary stamp)

Mail tax statement to
the address listed above

7733



1 Civic Center Drive
San Marcos, CA 92069-2918

Telephone
760.744.1050
FAX: 760.744.9058

CITY OF SAN MARCOS ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated May 26, 2010 from PASQUA;LLC, a California limited liability company, to the SAN MARCOS REDEVELOPMENT AGENCY, a public agency, is hereby accepted and the grantee consents to recordation thereof by its duly authorized officer.

Dated: May 27, 2010

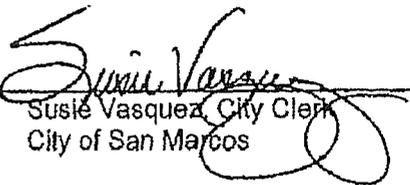

Susie Vasquez, City Clerk
City of San Marcos

Exhibit A

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL 1:

That portion of Lot 1, Block 80 of Rancho Los Vallecitos De San Marcos, in the City of San Marcos, County of San Diego, State of California, according to Map thereof No. 806, filed in the Office of the County Recorder of San Diego County, December 21, 1895. Together with that portion of the Southerly 17.00 feet of Grand Avenue as vacated and closed to public use described as follows:

Commencing at the most Easterly corner of said Lot 1; thence along the Southerly line of said Lot 1, South 71°28'00" West (record South 73°20'00" West) 485.04 feet; thence North 22°05'00" East, 132.75 feet; thence South 67°55'00" East, 105.18 feet; thence North 22°05'00" East, 200.00 feet to a point in the Northerly line of said Southerly 17.00 feet of Grand Avenue being the True Point of Beginning; thence along said Northerly line South 67°55'00" East, 70.00 feet; thence South 22°05'00" West, 130.00 feet; thence North 67°55'00" West, 70.00 feet, thence North 22°05'00" East, 130 feet to the True Point of Beginning.

PARCEL 2:

That portion of Lot 1, Block 80 of Rancho Los Vallecitos De San Marcos, in the County of San Diego, State of California, according to Map thereof No. 806, filed in the Office of the County Recorder of San Diego County, December 21, 1985, described as follows:

Beginning at the most Easterly corner of said Lot 1; thence along the Southerly line of said Lot 1, South 71°28'00" West (record-South 73°20'00" West) 485.04 feet; thence North 22°05'00" East, 132.75 feet; thence South 67°55'00" East, 105.18 feet; thence North 22°05'00" East, 200.00 feet to a point in the Southwesterly line of Grand Avenue, as vacated and shown in Supervisor Records in Book 22, Page 60; thence along said Southwesterly line of Grand Avenue, in Book 22, Page 60; thence along said Southwesterly line of Grand Avenue, vacated, South 67°55'00" East, 140.00 feet to the True Point of Beginning; thence continuing South 67°55'00" East, 142.82 feet to a point in the Easterly prolongation of the Southerly line of said Lot 1; thence along said prolongation and Southerly line South 71°28'00" West 188.15 feet to a line which bears South 22°05'00" West from the True Point of Beginning; thence North 22°05'00" East, 122.48 feet to the True Point of Beginning.

PARCEL 3:

That portion of Lot 1, Block 80 of Rancho Los Vallecitos De San Marcos, in the County of San Diego, State of California, according to Map thereof No. 806, filed in the Office of the County Recorder of San Diego County, December 21, 1895, together with a portion of the Southwesterly 17.00 feet of Grand Avenue adjoining said Lot 1 on the Northeast as vacated and closed to public use, described as a whole as follows:

Commencing at the most Easterly corner of said Lot 1; thence along the Northeasterly prolongation of the Southeasterly line of said Lot 1 North 71°28'00" East 26.11 feet to an intersection with the Southeasterly prolongation of the Northeasterly line of the Southwesterly 17.00 feet of said Grand Avenue; thence along said prolongation and said Northeasterly line North 67°55'00" West, 212.82 feet to the most Easterly corner of land described in Deed to Lionel C. Burton, et al, recorded September 24, 1963 as Instrument No. 170291 of Official Records and the True Point of Beginning; thence retracing along said Northeasterly line South 67°55'00" East, 70.00 feet; thence South 22°05'00" West, 122.48 feet to the intersection with the Southeasterly line of said Lot 1; thence along said Southeasterly line South 71°28'00" West, 11.55 feet to an intersection with the Southeasterly prolongation of the Southwesterly line of said land of Burton, et al; thence along said prolongation North 67°55'00" West, 61.24 feet to the most Southerly corner of said land of Burton, et al; thence along the Southeasterly line of said land of Burton, et al, North 22°05'00" East, 130.00 feet to the True Point of Beginning.

P.O. Box 531518
San Diego CA 92153-1518
Tel.: 619.234.2864; Fax: 619.342.4136
email: rrmsignlaw@gmail.com
website: www.signlaw.com

November 6, 2010

Bob Harbin, Director of Special Projects
CBS Outdoor Inc.
4450 Alvarado Canyon Rd.
San Diego CA 92120

CBS lease 80238
Billboard at 931 Grand Avenue, San Marcos CA
Pasqua / Colucci Property

Mr. Harbin:

I am authorized and directed by San Marcos City Manager Paul Malone and City Attorney Helen Peak to demand that CBS immediately remove the referenced billboard.

The San Marco Redevelopment Agency ("RDA") acquired the referenced property on or about May 26, 2010. The acquisition was done purely in a proprietary capacity, as a matter of contract, and not in any sort of legislative or regulatory capacity. The RDA did not use or threaten to use the power of eminent domain to effect the purchase. In acquiring the property, the RDA became the successor in interest to prior owners, including all rights and duties associated with the property. These rights include all the terms of CBS lease 80238 and the Addendum thereto, both of which are signature dated 12/18/2007. Paragraph 11 of that lease explicitly binds all successors on both the Lessor and Lessee sides of the equation. Both appear to be CBS "standard lease forms," and thus must be construed against the drafter. "Termination upon transfer" provisions in billboard leases are valid and legally enforceable. *Nielsen v. Eller Media*, 2008 WL 1747893 (Minn.App. 2008). Terminations by government landlords, pursuant to lease terms, do not entitle billboard companies to compensation. *Clear Channel v. Seattle Popular Monorail Authority*, 136 Wash.App. 781, 150 P.3d 649 (2007).

An unnumbered paragraph in the Addendum grants a power of termination to a later buyer:

In the event the Landlord elects to sell the property, the new Landlord shall have the right to terminate this lease with thirty (30) days notice. The new Landlord will, immediately upon giving such notice to Tenant (CBS), return to Tenant all Rent paid for the unexpired Term. Tenant shall remove the Structures (billboard signs) within thirty (30) days after the end of the thirty-day notice period.

Randal R. Morrison to Bob Harbin, CBS Outdoor
re: CBS billboard at 931 Grand Avenue, San Marcos CA
November 6, 2010
page 2

Exercising this explicit contractual power, the RDA gave CBS written notice of termination on July 19, 2010, and demanded that the billboard be removed by September 19, 2010. As required by the termination paragraph, the RDA has returned all proffered rent checks, and requested separate checks for another sign which is not subject to removal. Thus, as to the structure at 931 Grand, CBS is now in default of the lease and is unlawfully holding over.

Because of the proprietary / contractual nature of the lease termination, Business and Professions Code 5412 does not apply, and no compensation is due. *Patrick Media Group v. City of Riverside*, 2003 WL 22481529.

I also understand that in phone conversations with Geoffrey Foster of the San Marcos Real Property Services Division you offered the opinion that there are precedents which restrict an RDA from acting as a private land owner even if eminent domain was not used. By email to you dated September 14, 2010, Mr. Foster asked you to provide written evidence for this position. He tells me you have not responded in any way to his request. In that same email, Mr. Foster said that CBS did not need to remove the sign pending a meeting of all concerned persons to discuss this matter. The RDA now revokes Mr. Foster's temporary accommodation, which was made "without prejudice to the RDA's July 19th 30-Day Notice of Termination," and demands immediate removal of the subject sign.

The subject property is scheduled for mass grading after the first of the year, upon issuance of permits from the resource agencies. Thereafter the property will be offered for development/sale. All other structures on the property have been demolished. Only CBS's illegal billboard stands in the way.

I have examined Paragraph 7 of the lease, which concerns purchases by an entity holding the power of eminent domain. California Health & Safety Code section 33342 provides that redevelopment plans may provide for the agency to acquire property by gift, purchase, lease or condemnation all or part of the real property in the project area. The subject property is located within San Marcos RDA Project Area 1. The Plan for that area was adopted on July 12, 1983. Section 503 of the Redevelopment Plan provided that no eminent domain proceedings to acquire property could be commenced after of 12 years following the date of adoption of the ordinance approving and adopting the Redevelopment Plan. The Redevelopment Plan for Project Area 1 was amended on July 13, 1993. The First Amendment provided, *inter alia*, that the applicable portion of Section 503 was amended to state that "no eminent domain proceeding . . . shall be commenced after 12 years following the date of adoption of the ordinance approving and adopting the First Amendment to the Redevelopment Plan." The 12 year period following the adoption of the First Amendment expired in 2005. No action to amend the Redevelopment Plan to further extend this authority was taken prior to its expiration.

Randal R. Morrison to Bob Harbin, CBS Outdoor
re: CBS billboard at 931 Grand Avenue, San Marcos CA
November 6, 2010
page 3

Health & Safety Code section 33342.7 required legislative bodies that adopted final redevelopment plans before January 1, 2007 to adopt an ordinance that contains a description of the agency's program to acquire real property by eminent domain. San Marcos Ordinance 2007-1288 (copy enclosed), adopted October 9, 2007 states that the Agency's eminent domain authority had expired as to all redevelopment projects in the City. The RDA did not have eminent domain authority at the time of property acquisition, and does not have such authority now. For that reason, Paragraph 7 of the lease is irrelevant.

Similarly, Business and Professions Code 5412.6 is also irrelevant, for two reasons. First, the RDA's termination and demand for removal is a contractual right, and was not issued as a condition of approval for some project. Second, 5412.6 does not require compensation when the "building or structure which cannot be built without physically removing the display." Certainly that is true for the subject billboard.

I am also informed that the subject billboard structure has been illegally expanded from its original permit specifications. Unauthorized expansion of a nonconformity destroys the nonconforming use right. *Adams Outdoor v. Zoning Bd. of Appeals Virginia Beach*, 274 Va. 189, 645 S.E.2d 271 (VA 2007) (billboards converted to digital display without required permits lost nonconforming right and had to be entirely removed), *Tucson v. Clear Channel*, 218 Ariz. 172, 182, 181 P.3d 219, 229 (Ariz.App. 2008) (unpermitted relocation and addition of second face meant nonconforming status was lost). Thus, the 931 Grand Ave. sign structure is also illegal as a zoning violation. See also: *Lamar v. Fremont*, 278 Neb. 485, 771 N.W.2d 894 (Nebraska Supreme Court, 2009) (termination of lease extinguished nonconforming use right.)

In view of the foregoing, the San Marcos Redevelopment Agency demands that CBS immediately remove its billboard at 931 Grand Avenue, San Marcos. A demolition permit will be necessary for this to occur in a legal manner. CBS must promptly apply for a demolition permit at the City Office, 1 Civic Center Drive, San Marcos CA, and once the permit is issued, remove the subject sign in accordance with the demolition permit.

In the event that CBS continues holding over illegally, the RDA is prepared to take all appropriate legal actions to compel the removal of the billboard, including but not limited to a court order authorizing the RDA to remove and demolish the structure, using its own force or a private party under contract, and to charge the full removal cost to CBS.

Very truly yours,

Randal R. Morrison
RRM:ms



CBS OUTDOOR INC.
 DATE: 12/18/07
 SIZE: 14x48
 REP NAME: HODGES
 SIGN LOCATION LEASE

LEASE NO. 82038 DIV. 101
 VENDOR NO. 70880
 PANEL NO(S). 228A / 229S

1. PASQUA, LLC (hereinafter called LESSOR(S)), hereby leases and grants exclusively to CBS OUTDOOR INC. (hereinafter called LESSEE) the premises (with free access to and upon same) described as: 931 Grand Avenue in the City of San Marcos, County of San Diego, in the State of CA, commencing on January 1, 2008 (The Commencement Date), for the purpose of erecting, constructing, installing, placing, operating, and maintaining LESSEE'S advertising sign(s) thereon including supporting structures, illumination facilities and connections, service ladders and other appurtenances and ancillary equipment.
2. LESSEE shall pay to LESSOR(S) rental of SEE ADDENDUM Dollars () per year, payable in monthly installments of () beginning on the Commencement Date. *ds* *PC* ~~Prior to completion of construction of LESSEE's sign structure and during the entire period in which no advertising copy is displayed on the premises by LESSEE, the rental shall be Ten (\$10.00) Dollars. Rental payments shall be limited to one (1) check per payment payable to no more than two (2) payees.~~
3. LESSOR(S) warrants that LESSOR(S) is the OWNER of the above-described real estate and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign(s) at the sole discretion of LESSEE. All such permits shall always remain the property of LESSEE.
4. LESSEE shall save the LESSOR(S) harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its sign(s) on the premises.
5. *ds* *PC* This agreement is a Lease (not a License), and all sign(s), structure(s), improvements and appurtenances thereto placed on the premises by or for the LESSEE, its agent or predecessor, shall remain the property of the LESSEE and LESSEE shall have the right to remove the same at any time during the term of the Lease or, for a ~~reasonable~~ *90 day* period after the expiration or termination of the Lease. If LESSEE removes its structure(s), only above grade portions of said structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the premises by LESSEE.
6. *ds* *PC* The term of this Lease will be ~~ten (10) years~~ *six (6) months to two (2) years* beginning on the Commencement Date. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term, or any successive like term, upon written notice by the LESSOR(S) or LESSEE sent by certified or registered mail served not less than ninety (90) days before the end of such term or subsequent like term.
7. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Lessee shall, at it's election and it's sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of Lessee's interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or not to be acquired; and/or (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by Lessee relating to its leasehold, as improved with the outdoor advertising structure. LESSOR(S) may not terminate this lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or it's agent with eminent domain authority.
8. *ds* *PC* In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action prohibits or materially limits use of the premises for outdoor advertising purposes; (c) LESSEE's sign(s) on the premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's signs are obstructed or impaired in any way by any object or growth on the premises or on any neighboring premises; (e) the advertising value of the structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in, the direction of traffic past the structure(s); (g) LESSEE is prevented from maintaining electrical power to the premises or illuminating its sign(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the structure(s) is impractical or uneconomical; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, ~~at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing~~ *at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing beyond the (90) day period.* (90)
9. *ds* *PC* ~~If LESSEE is prevented by law, government order, or other causes beyond LESSEE's control from illuminating its sign(s), then as an alternative to the remedy in Section 8(g) above, the LESSEE may reduce the rental provided in paragraph 2 above by 50%, with such reduced rental to remain in effect so long as such condition continues to exist. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).~~
10. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by a Vice President, General Manager or Regional Director of Real Estate who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the property site(s). This Lease may not be modified except in writing and signed by LESSOR(S) and an authorized signatory of LESSEE.
11. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR(S) agrees to notify LESSEE of any change of ownership of the premises related hereto or of LESSOR(S)'s mailing address within seven (7) days of such change. LESSOR(S) agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR(S) shall not assign its interest under this lease or any part thereof except to a party who purchases the underlying fee title to premises and LESSEE shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the subject sign structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR(S)'s or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by or under control with LESSEE.



- 12. All rents to be paid pursuant to this Lease and all notices are to be forwarded to the Undersigned LESSOR(S) at the address noted below the LESSOR(S)'s signature. Rental payments shall be deemed received by LESSOR(S) upon deposit by LESSEE with the United States Postal Service.
- 13. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice if it commences such cure within fourteen days from notice and pursues such cure to completion.
- 14. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR(S) and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
- 15. *ds* To the extent permitted by applicable law, LESSOR(S) hereby waives any statutory right to a landlord's lien or any other lien on any property of Lessee located on the premises.
- 16. Lessee shall have the absolute unencumbered right to trim, cut or remove any trees or other vegetation or any other debris from LESSOR(S)'s property, which in any way impairs the operation or maintenance of lessee's sign(s) or the view thereof.
- 17. ADDENDUM ATTACHED (as of the date of execution of this lease agreement).

LESSOR (LANDLORD): YES NO Initial Here *ds*
 LESSEE (TENANT): YES NO Initial Here *ds*

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

FOR LESSOR(S): *Pasqua LLC*
 BY: *[Signature]*

FOR LESSEE:
 CBS OUTDOOR INC.
 BY: *[Signature]*
 CHRIS STEINBACHER
 DIRECTOR OF REAL ESTATE
 WESTERN REGION
 Title

Managing Director
 Title

DATE: *12-18-07*

DATE: *1/7/08*

20-8184090
 LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of
[Signature]
 Who is hereby requested to sign as witness.

EXECUTED by the LESSEE in the presence of
[Signature]
 Who is hereby requested to sign as witness.

BY: _____

_____ Title

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

LESSOR(S)'S MAILING ADDRESS:
1094 Cuddeby Pl. #212
 Street Address
San Diego
 City
CA
 State
92110
 Zip
619-275-6456
 Telephone Number
619-275-6457
 Fax Number

LESSEE(S)'S MAILING ADDRESS:

 Street Address

 City

 State

 Zip

 Telephone Number

 Fax Number



LEASE NO. 82038

ADDENDUM to lease # 82038

AGREEMENT made this 18th day of December, 2007, between the undersigned, as LESSOR(S), and CBS OUTDOOR INC., LESSEE.

WHEREAS, for consideration of \$10.00 and other goods and valuable considerations from LESSEE to LESSOR(S), the parties or their predecessors entered into a sign location lease agreement dated January 1, 2008 (the "Lease").

WHEREAS, the parties desire to amend the Lease to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the promises set forth herein, and in the subject Lease, the parties agree as follows:

In exchange for a new ten (10) year lease, CBS Outdoor will pay the following:

Years 1 - 2 \$42,000.00 / year or \$3,500.00 / month

Years 3 - 4 \$45,000.00 / year or \$3,750.00 / month

Years 5 - 6 \$48,000.00 / year or \$4,000.00 / month

~~Years 7 - 8 \$51,000.00 / year or \$4,250.00 / month~~

~~Years 9 - 10 \$54,000.00 / year or \$4,500.00 / month~~

In the event Landlord elects to construct a permanent building on the portion of the Premises occupied by the Tenant's Structures, as evidenced by the issuance of a valid building permit, this Lease shall terminate thirty (30) days after Tenant receives written notice and copy of the building permit from Landlord. Landlord will, immediately after giving such notice to Tenant, return to Tenant all Rent paid for the unexpired Term. Tenant shall remove the Structures within thirty (30) days after the end of the thirty-day notice period.

In the event Landlord elects to sell the property, the new Landlord shall have the right to terminate this lease with thirty (30) days notice. The new Landlord will, immediately after giving such notice to Tenant, return to Tenant all Rent paid for the unexpired Term. Tenant shall remove the Structures within thirty (30) days after the end of the thirty-day notice period.

Paragraph 4 shall be amended as follows: LESSEE shall maintain a \$1 Million liability policy for said sign and name LESSOR as an additional insured.

Paragraph 7 shall be amended as follows: Any award made to LESSEE shall not reduce the award made to LESSOR.

THE PARTIES further agree that this Addendum shall supersede any contrary or conflicting provisions of the Lease.

FOR LESSOR(S): Pasqua, LLC
BY: [Signature]

Managing Director
Title

DATE: 12-18-07

EXECUTED by the LESSOR in the presence of
[Signature]
who is hereby requested to sign as witness.

BY: _____
Title

DATE: _____

EXECUTED by the LESSOR in the presence of
Addendum A

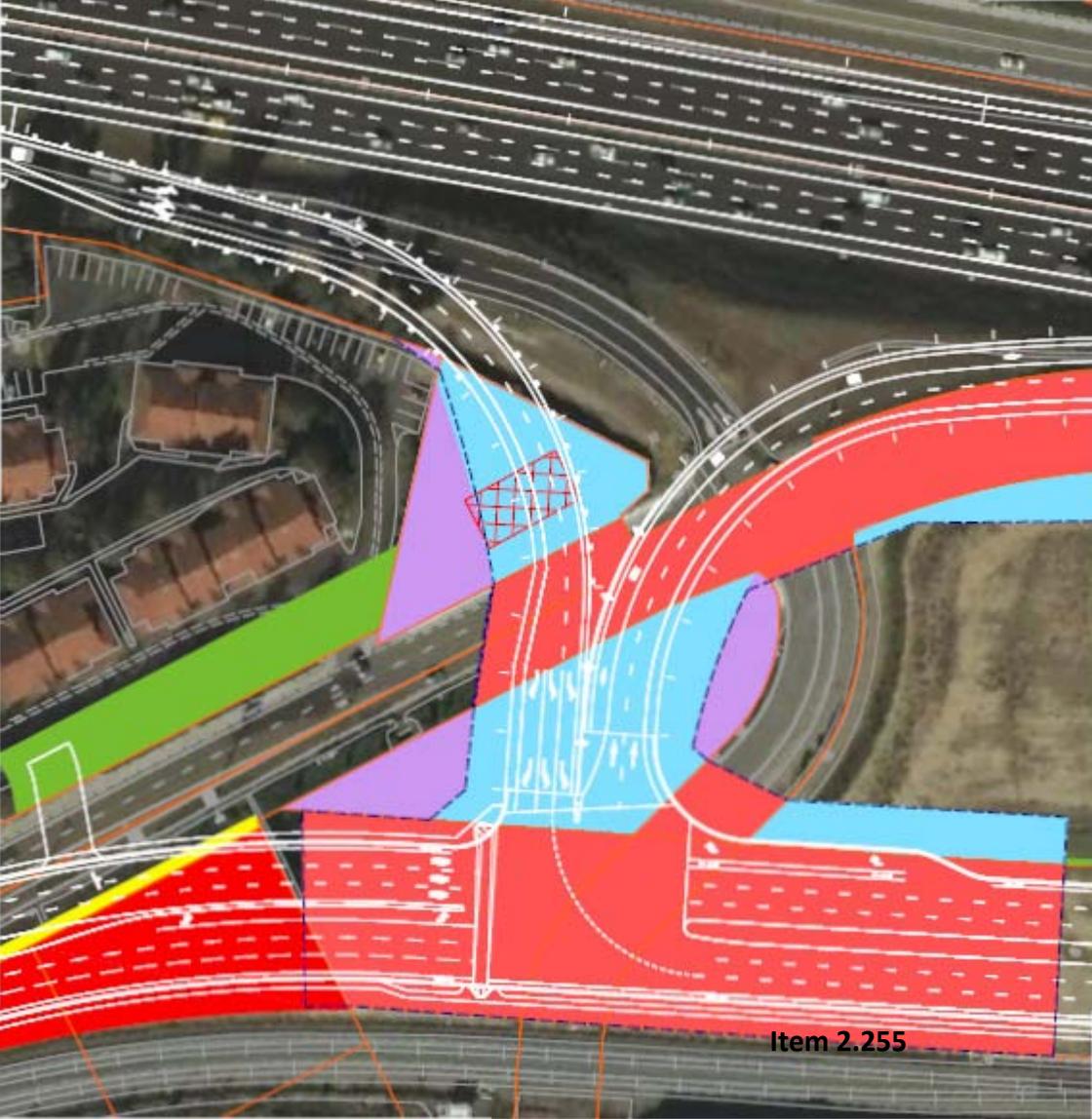
FOR LESSEE:
CBS OUTDOOR, INC.
BY: [Signature]

CHRIS STEINBACHER
DIRECTOR OF REAL ESTATE
WESTERN REGION
Title

DATE: 1/2/08

EXECUTED by the LESSEE in the presence of
[Signature]
who is hereby requested to sign as witness.

Attachment I
(Woodland Parkway Engineering
Design – Property #2)



Item 2.255

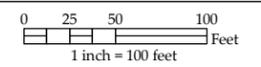
Attachment J
(Linda Vista Re-alignment
Engineering Design – Properties # 5,
6 & 7)



 Project Area
 City-owned Properties

Every effort has been made to assure the accuracy of the maps and data provided; however, some information may not be accurate or current. The City of San Marcos assumes no responsibility arising from use of this information and incorporates by reference its disclaimer regarding the lack of any warranties, whether expressed or implied, concerning the use of the same. For additional information see the Disclaimer on the City's website.

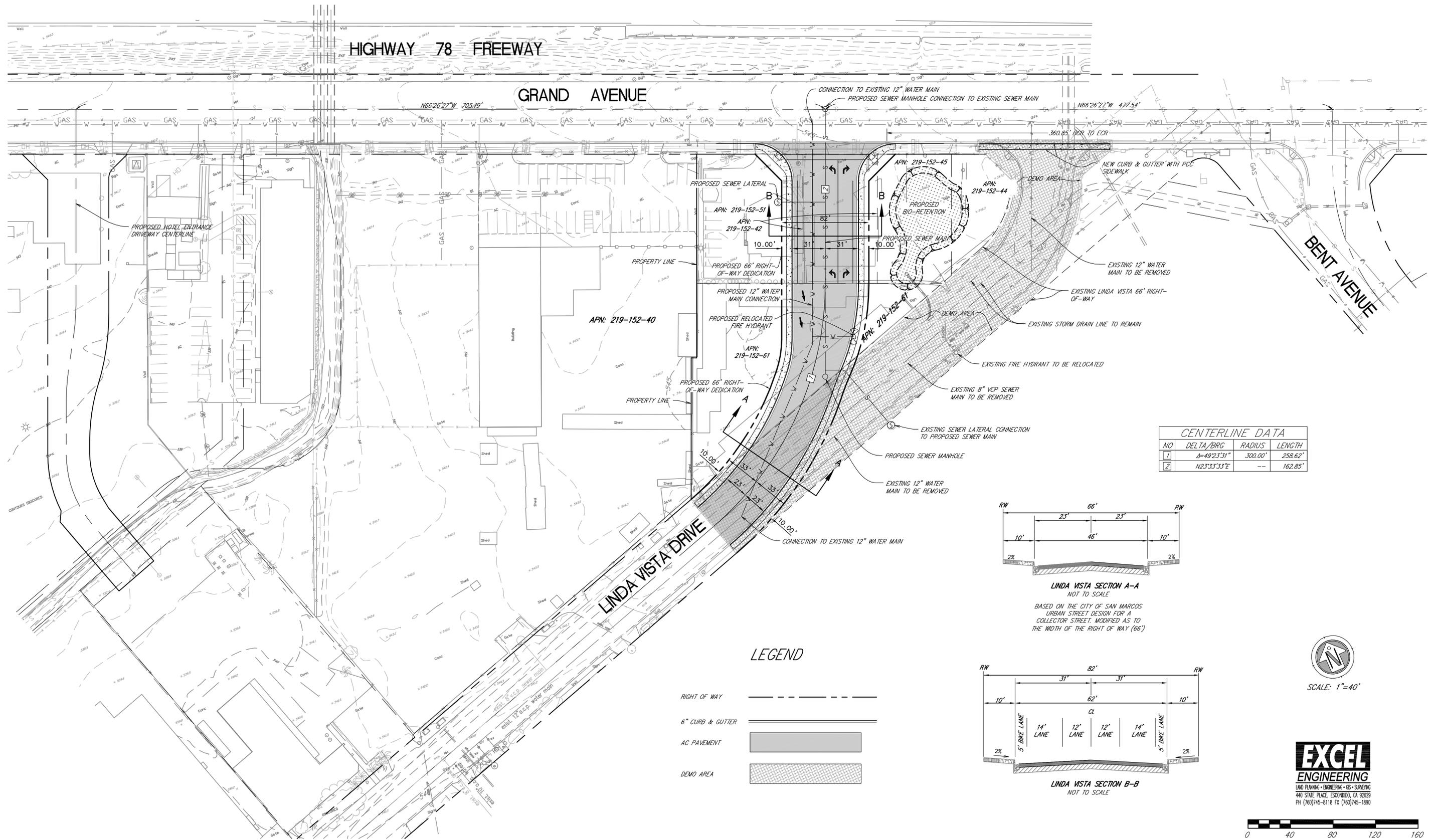
City of San Marcos
Grand Ave. Drainage/Road Improvements - Phase 1



CREATED BY: City of San Marcos GIS
 SOURCES OF DATA: O'Day Consultants, 08/11
 and Eagle Aerial, 03/11

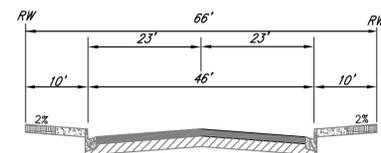
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PROPOSED RE-ALIGNMENT OF LINDA VISTA DRIVE AND GRAND AVENUE



CENTERLINE DATA

NO	DELTA/BIG	RADIUS	LENGTH
1	$\Delta=49^{\circ}23'31''$	300.00'	258.62'
2	$N23^{\circ}33'33''E$	--	162.85'

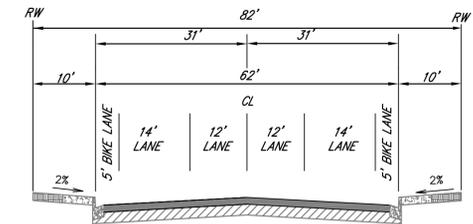


LINDA VISTA SECTION A-A
NOT TO SCALE

BASED ON THE CITY OF SAN MARCOS
URBAN STREET DESIGN FOR A
COLLECTOR STREET, MODIFIED AS TO
THE WIDTH OF THE RIGHT OF WAY (66')

LEGEND

- RIGHT OF WAY
- 6" CURB & GUTTER
- AC PAVEMENT
- DEMO AREA

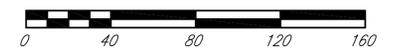


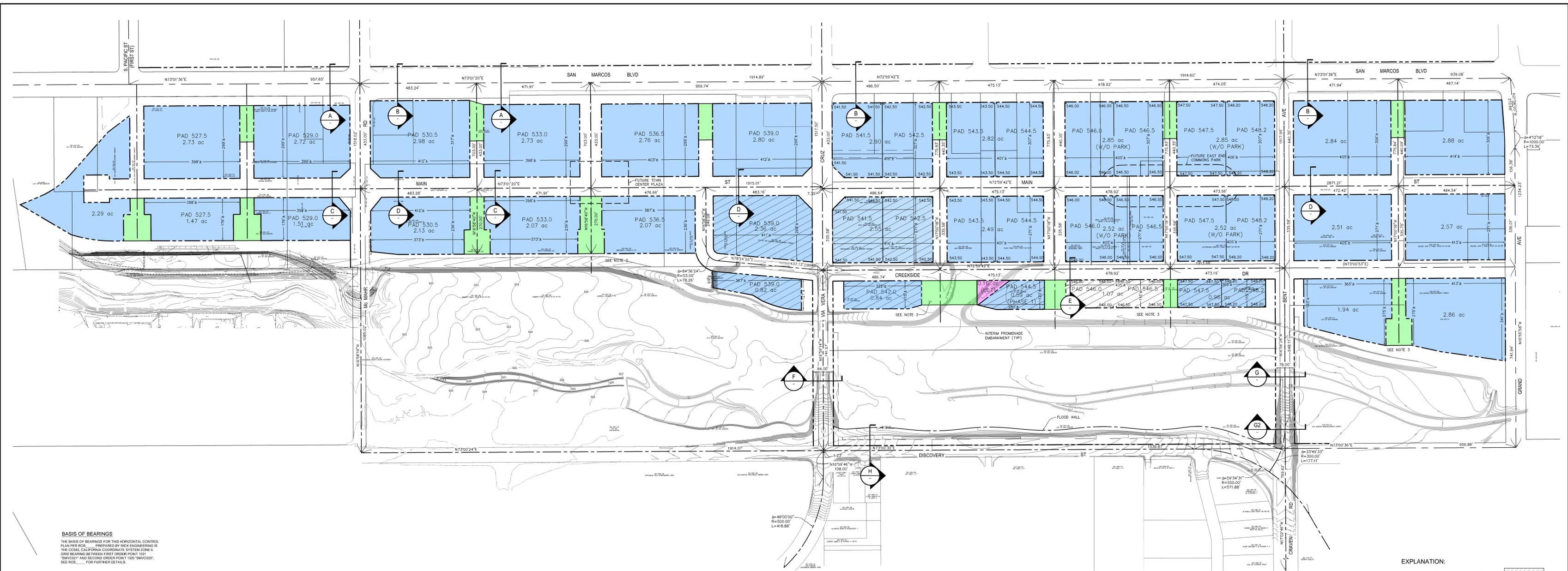
LINDA VISTA SECTION B-B
NOT TO SCALE



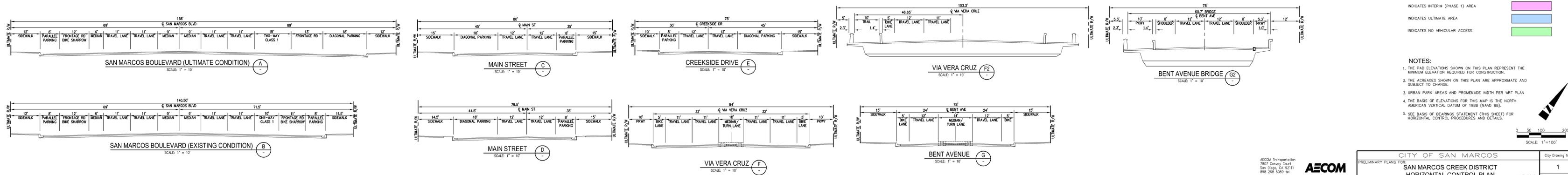
SCALE: 1"=40'

EXCEL
ENGINEERING
LAND PLANNING • ENGINEERING • GIS • SURVEYING
440 STATE PLACE, ESCONDO, CA 92029
PH (760)745-8118 FX (760)745-1890





BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS HORIZONTAL CONTROL PLAN PER ROS. PREPARED BY RICK ENGINEERING IS THE COGS, CALIFORNIA COORDINATE SYSTEM ZONE 6. GRID BEARING BETWEEN FIRST ORDER POINT 1021 "SANVIC021" AND SECOND ORDER POINT 1025 "SANVIC025". SEE ROS FOR FURTHER DETAILS.



EXPLANATION:

- INDICATES CITY OF SAN MARCOS OWNED PROPERTY
- INDICATES INTERIM (PHASE 1) AREA
- INDICATES ULTIMATE AREA
- INDICATES NO VEHICULAR ACCESS

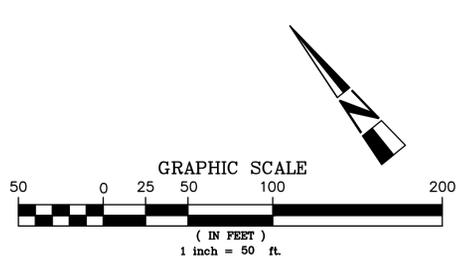
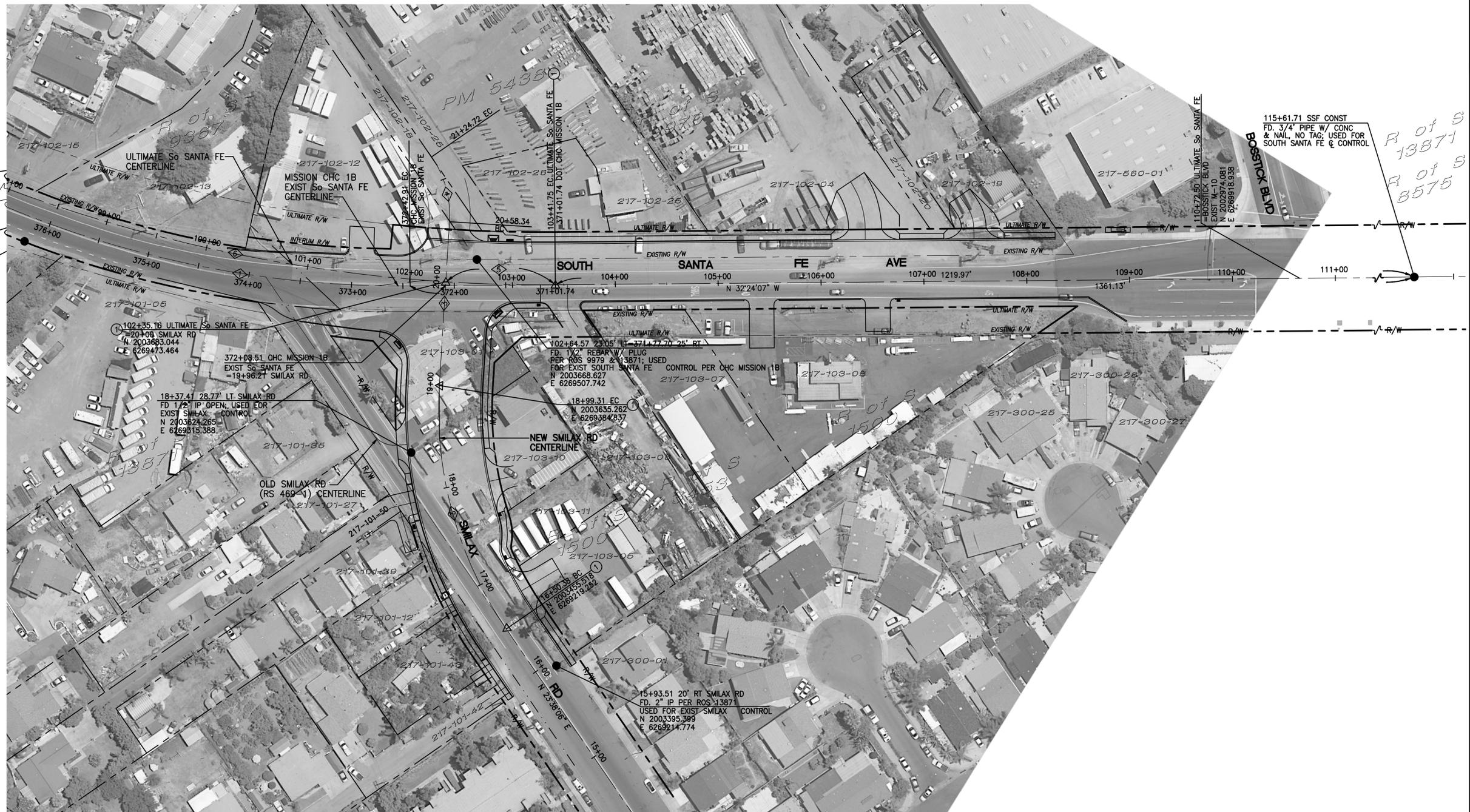
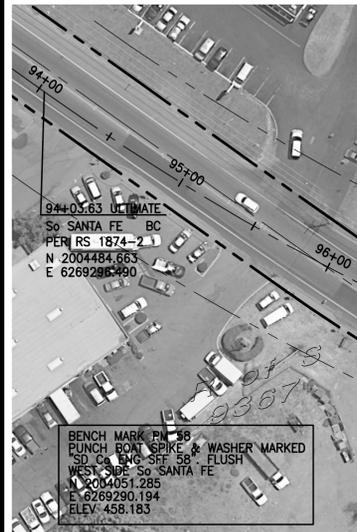
NOTES:

- THE PAD ELEVATIONS SHOWN ON THIS PLAN REPRESENT THE MINIMUM ELEVATION REQUIRED FOR CONSTRUCTION.
- THE ACRES SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO CHANGE.
- URBAN PARK AREAS AND PROMENADE WIDTH PER WRT PLAN
- THE BASIS OF ELEVATIONS FOR THIS MAP IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- SEE BASIS OF BEARINGS STATEMENT (THIS SHEET) FOR HORIZONTAL CONTROL PROCEDURES AND DETAILS.

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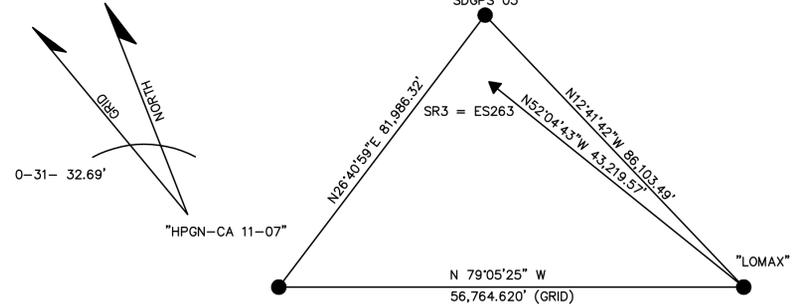
South Santa Fe Exhibit

Presented to OSB on 11/1/13 Meeting



CONSTRUCTION NOTES

- ① INSTALL STREET SURVEY MONUMENT PER SDRSD M-10



NTS
CONSTRUCTION NOTES
 THE BASIS OF BEARINGS FOR THESE PLANS IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 (CCS83), AND IS BASED UPON THE NORTH AMERICAN DATUM OF 1983 AS REALIZED AT EPOCH 1991.35, NAD 83 (1991.35) SPECIFICALLY "B" ORDER STATIONS "SDGPS 03", "HPGN-CA 11-07", AND "LOMAX" WERE USED TO BRING CONTROL IN TO THIS PROJECT. TO OBTAIN RECORD BEARINGS, SO AS TO AGREE WITH THE RECORD BEARINGS OF NORTH 32°52'00" WEST FOR THE CENTERLINE OF MISSION ROAD 1-B, ROTATE ALL BEARINGS SHOWN HEREON 00°27'53" WESTERLY (COUNTERCLOCKWISE). SAID CENTERLINE MISSION ROAD 1-B, ALSO KNOWN AS STATE HIGHWAY 78 AND FORMERLY KNOWN AS U.S. ROUTE 395, IS SHOWN ON COUNTY HIGHWAY COMMISSION PLAN OF ROUTE 4, DIVISION 1, BETWEEN ESCONDIDO AND VISTA.
 $\lambda = -0°31'32.69"$ AND THE COMBINATION FACTOR = 0.99994200
 AT STATION SR3=ES 263 EL=445.398 NGVD 29
 GROUND DISTANCE = $\frac{\text{GRID DISTANCE}}{0.99994200}$

SAN MARCOS FIRE DEPARTMENT		VISTA IRRIGATION DISTRICT		ENGINEER OF WORK		CITY APPROVED CHANGES		RECOMMENDED FOR APPROVAL		APPROVED FOR CONSTRUCTION		BENCH MARK		CITY OF SAN MARCOS ENGINEERING DIVISION		City Drawing No.	
By: Fire Marshal		By:		By: _____ Date: _____		No. Description App'd By Date		By: Paul Vo, Principal Civil Engineer R.C.E.: 49831 exp.: 09/30/2010		By: Mike Edwards, City Engineer R.C.E.: 32977 exp.: 06/30/2010		Description: PUNCH BOAT SPIKE & WASHER Location: "SD CO. ENG. SSPR PMS8", FLUSH WEST SIDE 'S' SANTA FE Record From: SAN DIEGO COUNTY SURVEY CONTROL Elev.: 458.18 FEET Datum: 1983 NAD		HORIZONTAL CONTROL SOUTH SANTA FE AVENUE (SMILAX TO BOSSTICK) CIP 289 IP-4750		Sheet 03 OF 36	