

**EXCLUSIVE NEGOTIATING AGREEMENT
(Creekside and Truss)**

This Exclusive Negotiating Agreement (“Agreement”) is dated as of the ___ day of _____, 2026, by and among the City of San Marcos, the City of San Marcos in its capacity as the Successor Housing Agency to the former San Marcos Redevelopment Agency (“SHA”) and Affirmed Housing Group, a California corporation (“Developer”). The City of San Marcos and SHA may be referred to collectively herein as the “City”.

RECITALS

A. The following two (2) parcels of real property in San Marcos, California were deeded to the City’s Redevelopment Agency (“Agency”), prior to the Agency’s dissolution in 2012: (i) that certain real property generally located on Creekside Drive between Eastgate Drive and South Bent Avenue which is identified as Assessor Parcel Number 219-270-67-00 (“Creekside Parcel;” the legal description of the Creekside Parcel is attached as Exhibit 1 and incorporated into this Agreement by this reference); and (ii) that certain real property generally located on Via Vera Cruz which is identified as Assessor Parcel Number 221-051-38-00 (“Truss Parcel;” the legal description of the Truss Parcel is attached as Exhibit 2 and incorporated into this Agreement by this reference). Both parcels were included on the City’s Department of Finance Housing Assets List, prepared on August 1, 2012, as assets received by the City of San Marcos as Successor Housing Agency pursuant Health and Safety Code section 34176(a)(2). The Creekside Parcel and the Truss Parcel may be referred to collectively herein as the “Property”.

B. Developer desires to acquire the Property from the City and thereafter develop a single, scattered site project consisting of 260 one- to three-bedroom dwelling units in three- and four-story buildings, with 325 total parking spaces (collectively, the “Project”) on the Property, subject to such terms and conditions as may be agreed between the parties. Developer anticipates utilizing State Density Bonus Law, which may result in modifications to the Project’s design and development standards to ensure long-term feasibility, while remaining consistent with the goals of this Agreement.

C. The City and Developer are interested in negotiating an agreement (“Project Agreement”) pursuant to which the City would sell the Property to the Developer, at fair market value, and the Developer would construct the Project on the Property.

D. The purpose of this Agreement is to establish a period during which Developer and the City shall exclusively negotiate with one another with respect to: (i) the Developer’s acquisition of the Property from the City; and (ii) establish the terms of a Project Agreement.

NOW, THEREFORE, Developer and the City, hereby agree as follows:

1. Exclusive Negotiating Period. “Exclusive Negotiating Period” means the period of time commencing on the date first set above and ending on April 28, 2027. Notwithstanding the foregoing, upon the written request of the Developer, the City Manager may, in the sole discretion

of the City Manager, agree to extend the term of the Exclusive Negotiating Period to October 29, 2027. During the Exclusive Negotiating Period, the City agrees to exclusively negotiate with Developer and Developer agrees to exclusively negotiate with the City regarding: (i) the Developer's potential acquisition of the Property from the City; and (ii) establishment of the terms of the Project Agreement. The City and Developer shall negotiate diligently and in good faith to carry out the obligations of this Agreement during the Exclusive Negotiating Period.

2. Property.

(a) Negotiation of Terms of Sale. During the Exclusive Negotiating Period, the City and Developer shall negotiate the terms of the Developer's potential acquisition of the Property from the City, provided that if a Project Agreement is entered into, the purchase price payable by the Developer to the City for the Property shall be the appraised fair market value of the Property (i.e., the amount which a buyer would pay for the Property in an arm's-length transaction) as determined by an appraisal to be completed during the Exclusive Negotiating Period. The appraisal shall be performed by a state-certified appraiser holding an MAI designation from the Appraisal Institute with a minimum of five (5) years of experience appraising commercial properties in San Diego County, jointly selected by the Developer and the City. The Developer shall bear all costs associated with the appraisal. Closing costs and escrow fees shall be split equally between the City and Developer. Transfer taxes and all other costs of sale shall be paid by Developer. Proceeds from the sale of the Property shall be deposited into the Successor Housing Agency Fund for future affordable housing development.

(b) Due Diligence. During the Exclusive Negotiating Period, the Developer and its representatives, consultants and attorneys shall have access to the Property. Developer shall indemnify and defend the City, and shall hold the City, the City's agents and employees and the Property harmless from, any and all actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Developer and/or its consultants, contractors, subcontractors or agents upon the Property. The Developer shall not permit any mechanics' liens, materialmen's liens, contractors' liens, subcontractors' liens or any other liens arising from any acts, omissions or work done by the Developer or its agents to stand against the Property. If any such lien shall be filed against the Property, the Developer shall cause the same to be discharged or bonded by payment, deposit, bond or otherwise within thirty (30) days after actual notice of such filing. The Developer's obligations under this Section 2(d) shall survive the termination or expiration of this Agreement. The Developer shall not perform any invasive testing at the Property without the City's written consent, which consent may be withheld or granted in the City Manager's sole discretion. The Developer shall promptly restore the Property to the condition the Property was in immediately prior to any tests or inspections conducted pursuant to this Section 2(c), at the Developer's sole cost and expense. The Developer shall provide the City with a complete set of plans, drawings and specifications ("Invasive Testing Plans") that define, to the sole satisfaction of the City Manager, the invasive testing to be performed on the Property and the names of all environmental and other consultants, contractors, subcontractors and agents who will be performing such invasive testing (collectively "Developer's Consultants"). The Developer shall deliver the names of the Developer's Consultants and the Invasive Testing Plans to the City concurrently with its request to the City to perform invasive testing. Before Developer or any

Developer's Consultants enter onto the Property, Developer shall furnish to City with evidence of commercial general liability insurance from an insurer authorized to do business in the State of California, which is reasonably acceptable to the City, insuring against claims for bodily injury, death or damage to property in the amount of not less than \$4,000,000 and not less than \$2,000,000 in a single occurrence, endorsed to name the City as an additional insured.

3. Conceptual Development Proposal.

(a) Anticipated Project Design. The Project is currently envisioned as a scattered site project consisting of 260 dwelling units in three- and four-story buildings, with 325 total parking spaces. 203 residential dwelling units are anticipated to be constructed on the Truss Parcel comprised of 70 one-bedroom dwelling units, 65 two-bedroom dwelling units, 65 three-bedroom dwelling units, 1 two-bedroom manager's unit and 2 three-bedroom managers' units. 57 residential dwelling units are anticipated to be constructed on the Creekside Parcel comprised of 56 one-bedroom dwelling units and 1 two-bedroom manager's unit. Developer anticipates utilizing State Density Bonus Law, which may result in modifications to unit counts, development standards, and Project design to ensure feasibility. Any changes to the Project from what is contained in the Proposal, attached as Exhibit 3 and incorporated into this Agreement by this reference, shall be subject to the City Manager's reasonable discretion.

(b) Affordability. All of the dwelling units in the Project other than managers' units shall be restricted as affordable to households with incomes ranging from thirty percent (30%) of the area median income to seventy percent (70%) of the area median income, as set forth in more detail in Developer's Proposal for Affordable Housing Projects City of San Marcos dated February 19, 2025, which was submitted by Developer to City in response to the City of San Marcos Housing and Neighborhood Services Division Notice of Funding Availability dated December 23, 2024 (the "Proposal"). The foregoing affordability levels are subject to change, with the approval of the City Manager, based on the finalization of the Project parameters and as set forth in the Project Agreement, The affordable units shall be restricted for 55 years via affordability covenants in favor of the City, which shall be recorded against fee title to the Property senior to all monetary liens. The affordability covenants shall be secured as agreed to by the Developer and City prior to closing. To the extent the Property is transferred to the Developer and the Project has not obtained a certificate of occupancy within three years from the date of transfer, the City shall have the right to foreclose under terms agreed to by the Developer and City prior to closing

(c) Developer Deliveries. During the Exclusive Negotiating Period, the Developer shall provide to the City:

(1) A proposed schedule for development of the Project, including the completion of a water and sewer capacity study with Vallecitos Water District, all costs of which shall be borne solely by the Developer. Where permitted by Vallecitos Water District, Developer shall act as sole applicant for the capacity study and associated application process. In the event Vallecitos Water District requires the City's participation as property owner, the City shall provide reasonable assistance and cooperation as necessary, including execution of any required authorizations, consents, or owner acknowledgments, to facilitate timely completion of the study and associated application submittal process, at no cost to the City.

(2) A financial pro forma which contains: (i) a projected development budget for the Project, (ii) a projected sources and uses analysis, (iii) a 55-year cash flow analysis, (iv) a proposed rent schedule and utility allowance schedule, and (v) a projected operating budget for the Project. This Project is not expected to require funding from the City of San Marcos.

(3) Preliminary evidence (meaning letters of intents from investors and/or lenders, as applicable) that the Developer is financially viable with proposed sources of equity and financing required to complete the development of the Project.

(4) The name and qualifications of the architect which Developer proposes to use. The City Manager will approve or disapprove the proposed architect in the sole and absolute discretion of the City Manager.

(d) Project Refinement. Prior to entry into the Project Agreement, the Developer shall (i) deliver to the City a refined concept schematic design and site plan including elevations; (ii) deliver to the City a detailed Project proforma; (iii) deliver to the City proof of the Developer's financial capacity to complete the Project; and (iv) provide the City with detailed descriptions of the responsibilities, schedule, and financial parameters for the design and development of the Project.

(e) Limitation on City Approvals Hereunder. It is anticipated that the Project will be presented to the City Council for approval. The Developer understands, acknowledges and agrees that the City reserves the right to exercise its sole and absolute discretion as to all matters with respect to Project approval, including, but not limited to the following:

(1) The City has the complete and unfettered discretion to reject the Project or Project Agreement without explanation or cause.

(2) The City shall not have any duty to convey the Property without at minimum making all necessary findings and conclusions which the City may be required to make, including all necessary findings and determinations required under CEQA and all applicable federal, State and local land use provisions, laws, and regulations. As to any matter which the City or City Manager may be required to exercise its unfettered discretion in advancing the Project to completion, neither anything contained in this Agreement, nor to be contained in the Project Agreement shall obligate the City to exercise its discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law, shall not be deemed to constitute a breach of the City's duties under this Agreement.

(3) By its execution of this Agreement, the City is not committing itself to, or agreeing to undertake, any activity requiring the subsequent exercise of discretion by the City, or any department thereof including, but not limited to: (i) approval of the Project or execution of the Project Agreement; (ii) the proposal, amendment, or approval of any land use regulation governing the Property; (iii) the provision of any financial assistance for the development of any public or private interest in real property; (iv) the acquisition or disposition of any real property; or (v) any other such activity.

(4) This Agreement does not constitute a disposition of property or exercise of control over property by the City. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to the Project, any proposed use of the Property, the Project Agreement and all proceedings and decisions in connection therewith.

4. Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

5. Approval and Negotiation of Project Agreement. If both the City and Developer are satisfied with the design and financial feasibility of the Project, the City and Developer shall seek in good faith to negotiate and draft a mutually acceptable Project Agreement for the development of the Project. However, by entering into this Agreement, neither the City, nor the Developer, is contractually bound to enter into a Project Agreement.

6. Termination/Expiration of Agreement. Except as this Agreement is extended or amended by mutual written agreement of the parties, if at the end of the Exclusive Negotiating Period, the City and Developer have not agreed upon a mutually acceptable Project Agreement, then this Agreement shall terminate, except for any obligations of the Developer set forth herein which specifically survive termination of this Agreement.

7. Cooperation. The City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of additional financing for the Project. The City shall also cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of the City to provide in connection with the preparation of the Project Agreement required to be submitted by Developer to the City pursuant to this Agreement or as required by state and local laws or regulations.

8. Nondiscrimination. Developer shall not discriminate against nor segregate, any person, or group of persons on account of race, age, sexual orientation, gender identity, marital status, color, religion, sex, handicap, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

9. Environmental Requirements. Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq.) may be applicable to the proposed Project. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the proposed Project.

10. Address for Notices. Any notices pursuant to this Agreement shall be sent to the following addresses:

To City: City of San Marcos
1 Civic Center Drive
San Marcos, CA 92069
Attn: City Manager

To Developer: Affirmed Housing Group
13520 Evening Creek Dr N # 160
San Diego, CA 92128

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
12. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the City and Developer.
13. Project Agreement to Supersede this Agreement. To the extent provided in the Project Agreement, this Agreement will be superseded by the Project Agreement, if and when the proposed Project Agreement is executed by Developer and approved and executed by the City in a manner required by law.
14. Assignment Prohibited. In no event shall Developer assign or transfer any portion of Developer's rights or obligations under this Agreement without the prior express written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Notwithstanding the foregoing, the Developer and City anticipate the Project Agreement will be entered into between the City and an entity controlled by the Developer, rather than by the Developer itself.
15. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.
16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.
17. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.
18. No Damages Against City, Non-liability of City Officials and Employees. Developer's sole and exclusive remedies with respect to this Agreement are specific performance or declaratory or injunctive relief. City shall have the right to pursue damages for Developer's defaults but in no

event shall Developer be entitled to damages of any kind from City, including, but not limited to, damages for economic loss, lost profits, or any other economic or consequential damages of any kind or nature. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach thereof. No member, official or employee of City shall be personally liable to Developer or to any successor in interest in the event of any default or breach by City, or for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement.

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

DEVELOPER:

Affirmed Housing Group, a California corporation

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of San Marcos

By: _____
Michelle Bender, City Manager

City of San Marcos acting solely in its capacity as the designated successor housing agency to the former San Marcos Redevelopment Agency

By: _____
Michelle Bender, Executive Director of the Successor Housing Agency

Approved as to form:
Christensen & Spath LLP

By: _____
Walter F. Spath III, Esq.
Special Counsel to the City

Exhibit 1

Legal Description

PARCEL 4 OF PARCEL MAP NO. 20939, IN THE CITY OF SAN MARCOS, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 23, 2011, AS INSTRUMENT NO. 2011-0694518 OF OFFICIAL RECORDS.

APN: 219-270-67-00

Exhibit 2

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WESTERLY 315.00 FEET OF THE EASTERLY 324.00 FEET OF LOT 4 IN BLOCK 73 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.

EXCEPTING THEREFROM THE NORTHERLY 323.00 FEET.

APN: 221-051-38

**Exhibit 3
Proposal**

CONCEPTUAL PROJECT PROPOSAL

PROJECT NARRATIVE - CONSISTENCY WITH THE CITY'S NOFA/NOA GOALS AND OBJECTIVES

Creation of New Affordable Housing Units

Our Proposal combines the two parcels (Truss and Creekside) into a single, scattered sites Project, providing much-needed family and workforce affordable housing at moderate, low, and very low-income AMI levels.

The Truss Parcel building comprises 203 dwelling units with the following unit mix:

- 70 one-bedroom units
- 65 two-bedroom units
- 65 three-bedroom units
- 1 two-bedroom manager unit
- 2 three-bedroom manager units

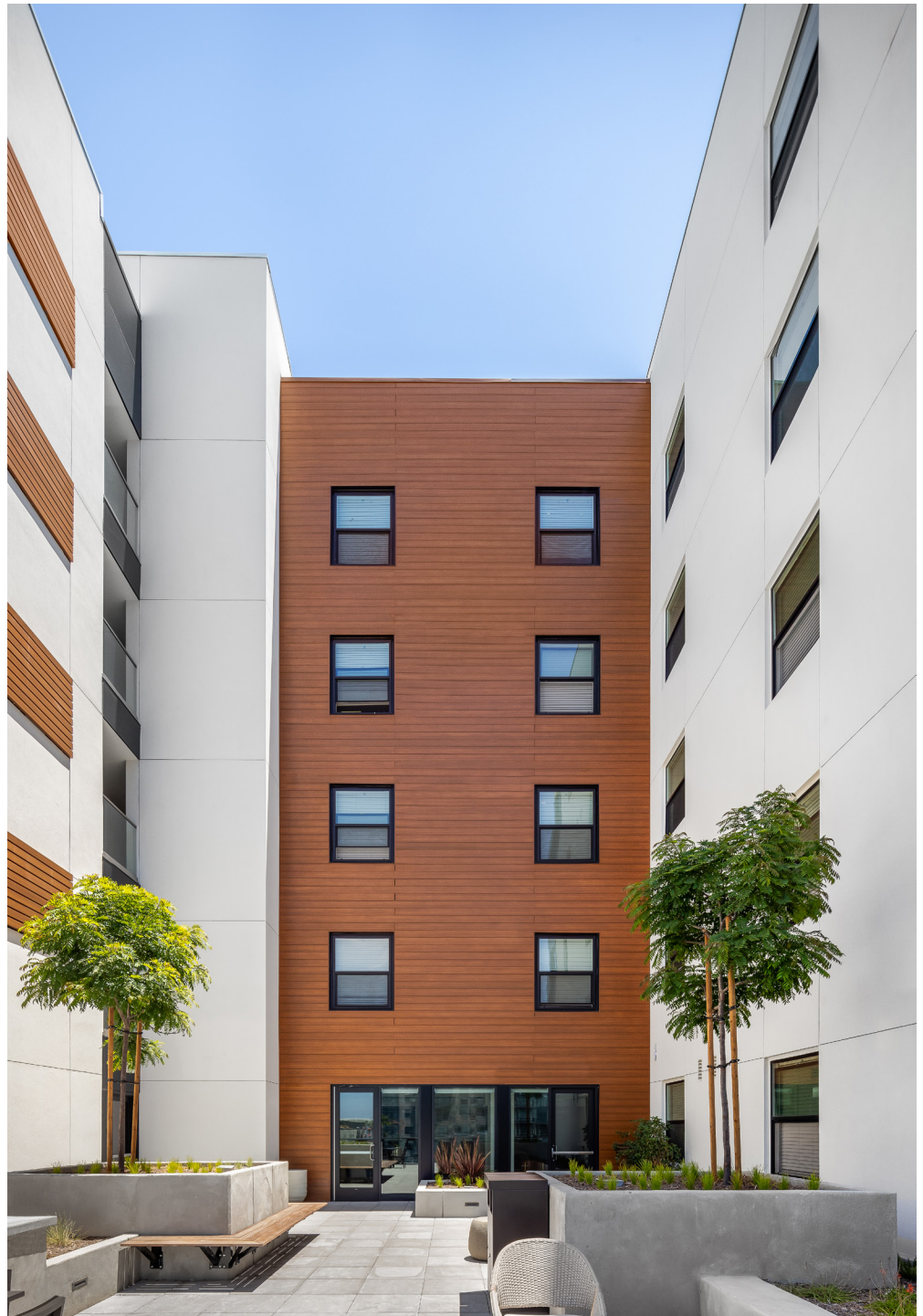
The Creekside Parcel building comprises 57 dwelling units with the following unit mix:

- 56 one-bedroom units
- 1 two-bedroom manager unit

Total: 260 dwelling units

Both buildings incorporate residential live-work hybrid units along the street frontages to diversify housing options.

The Project will serve a broad spectrum of residents, including large families, and households earning, low, and very low-income levels.



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CONCEPTUAL PROJECT PROPOSAL

PROJECT NARRATIVE - OVERALL PROJECT CONCEPTS, LAYOUT, NEIGHBORHOOD ENHANCEMENT, SUSTAINABILITY, AND COMMUNITY SPACES:

Project Concepts & Layout:

- *Truss Parcel:* A 4-story, elevator-served building organized around three courtyards and a pocket plaza at the northeast corner. A 5-level parking garage is wrapped by residential units along the east and south edges, with internal roadway access.
 - Courtyards provide direct pedestrian access to Via Vera Cruz and the future Creekside Drive.
 - Ground floor residential live-work units face Via Vera Cruz and Creekside Drive.
 - On-site management and resident services offices, indoor and outdoor amenities.
 - Parking structure: 254 parking stalls for on-site residents (1.25 stalls per unit) and 10 stalls for Creekside Parcel residents. Six additional angled surface parking stalls near the leasing office.
- *Creekside Parcel:* A 3-story, at-grade building with tuck-under garages at the rear and side.
 - Main building lobby fronts Creekside Drive; a community room anchors the corner of Creekside Drive and Bent Avenue with access to an outdoor recreation courtyard.

- Ground floor residential live-work units along Creekside Drive.
- 47 on-site parking stalls (35 tuck-under, 12 surface). An additional 10 stalls provided in the Truss Parcel parking structure, plus approximately 14 curbside stalls along Creekside Drive.

Neighborhood Enhancement:

- Vertically mixed-use development with residential live-work units and resident-serving commercial spaces such as building lobbies, lounge areas, community rooms, clubhouse functions, and leasing/management offices.
- Active street frontages with pocket plazas and courtyards connecting to public sidewalks.
- Building massing modulation with horizontal and vertical breaks, openings revealing courtyards, and corner sky decks to enhance pedestrian experience and integrate the Project into the neighborhood fabric.
- Parking concealed within wrapped structures or tuck-under garages, reducing visual impact.

Community Spaces and Amenities:

- On-site recreation spaces, indoor/outdoor amenities.
- Classes focused on career building, job readiness,

computer education, human services and civic involvement

- Pocket plazas and courtyards providing semi-public gathering spaces.
- Sky decks overlooking public plazas, fostering visual and physical connections to the community.

Number of Affordable Units, AMI Levels, Target Populations, and Supportive Service Plans:

- 260 affordable units across the two sites, with a variety of unit types (1-bedroom, 2-bedroom, 3-bedroom, and live-work hybrid units).
- Serving low, and very low-income households, including large families and workforce residents.
- Resident services will focus on supporting families and working households, including after-school care, and on-site programming.

Extent to Which Project Meets or Maximizes Base Density:

- The Project effectively maximizes density across both parcels while adhering to site constraints and community goals.
- Truss Parcel: 203 dwelling units with structured parking achieving a gross density of 70 DU/AC.
- Creekside Parcel: 57 dwelling units with tuck-under and surface parking achieving a gross density of 69 DU/AC.

CONCEPTUAL PROJECT PROPOSAL

PROJECT NARRATIVE - OVERALL PROJECT CONCEPTS, LAYOUT, NEIGHBORHOOD ENHANCEMENT, SUSTAINABILITY, AND COMMUNITY SPACES:

Architectural Narrative:

- Apply a Spanish Colonial architecture with a fresh contemporary take on forms and familiar design elements to tie the proposed communities to the existing vernacular while establishing a more urban and mixed-use presence inspired by the beauty and romanticism of the timeless “style” that is representative of the region’s character.
- Establish a clear “commercial” base along street frontages with deep recessed, taller openings and a higher level or transparency compared to the upper floors.
- Use durable, richly textured materials and finishes along the street frontages, primarily at the pedestrian level.
- Incorporate landscape and hardscape elements, both low profile as well as vertical where appropriate.
- Create a hierarchy of building forms and massing at prominent corners and primary gateways, while maintaining quieter massing for contrast where appropriate, coupled with employing shade canopy trees along the public right-of-way to establish attractive, interesting, and humanly scaled pedestrian rhythm and cadence.



CONCEPTUAL PROJECT PROPOSAL

PROJECT NARRATIVE - OVERALL PROJECT CONCEPTS, LAYOUT, NEIGHBORHOOD ENHANCEMENT, SUSTAINABILITY, AND COMMUNITY SPACES:

Approach to Sustainability:

The project is proposed as a 4% CTCAC project and will exceed this program's sustainability criteria by targeting LEED Silver certification and meeting or exceeding Building Energy Efficiency Standards of Title 24 Parts 6 and 11 (Title 24) requirements.

The project will strive to exceed the City's sustainability goals and contribute to advancing practices and knowledge among affordable housing developers, designers, and building managers on how to:

- Integrate advanced energy efficiency
- Incorporate on-site renewable energy production
- Implement potential storage and load management strategies to achieve low to net-zero emissions

The project will target 100% electric buildings where possible and employ:

- Advanced research, energy modeling, and analysis to design an exceptionally low-energy, low-carbon family affordable housing development
- On-site renewable electricity generation
- Potential electrical battery storage and thermal storage

- Building management systems Energy-efficient appliances will be installed throughout the project.

Proposed landscaping will comprise a variety of plant and tree species that:

- Require low water use, such as Southern California native plants and tree species
- Will be planted in sufficient quantities based on landscaping practices in the general market area
- Have low-maintenance needs

Our Proposal offers a thoughtfully designed, sustainable, and community-oriented affordable housing development across two scattered sites. It maximizes density while enhancing neighborhood character, addressing the City's goals for mixed-use development, pedestrian engagement, and housing for families and workforce residents. The Project's architectural quality, resident amenities, and green building practices will contribute to the long-term vitality of San Marcos Creek District.

CONCEPTUAL PROJECT PROPOSAL

COMMUNITY HOUSING NEEDS

Affirmed Housing is committed to addressing the City of San Marcos' housing needs by proposing a thoughtfully designed scattered-site development aimed at serving low-income families. This initiative aligns with the City's broader goals of community revitalization while ensuring compliance with the Housing Element and other strategic plans guiding future growth.

Our proposal focuses on two key sites within the San Marcos Creek Specific Plan area, prioritizing the vision and objectives set forth in the City's Consolidated Plan. Together, these developments will introduce 256 affordable residential units, along with four property management units, to create a sustainable and supportive living environment for individuals and families in need. Affirmed Housing would ensure the maximization of the sites' number of affordable units through a creative use of design, construction techniques and financing. Both sites are in prime locations, within walking distance transit stops and large shopping centers that allow for employment opportunities for future residents.

Both Affirmed Housing and its development team have experience navigating the development approval process with the City of San Marcos and related jurisdictions. Affirmed Housing has successfully developed three projects within the City of San Marcos and have consistently met all required deadlines and ensured smooth

project executions. Affirmed project managers communicate with City Staff and ensure they are up to date with any updating City plans, ordinances, and processes as appropriate to remove or reduce governmental constraints. This proactive approach allows us to effectively address and mitigate governmental constraints, ensuring efficient project development and timely completion.

Furthermore, Affirmed Housing is deeply committed to ensuring fair housing practices that promote equal opportunity for all residents. Working closely with experienced property management partners, Conam and Solari, the property managers will actively monitor and enforce fair housing laws to prevent discrimination and promote equitable access to housing. These projects will serve populations in need, ensuring that through the leasing process, residents are not discriminated against in rental or financing based on race, color, ancestry, religion, national origin, sex, sexual orientation, gender identity, age, disability/medical condition, familial status, marital status, source of income, or any other protected characteristic.

Below are the San Marcos Housing Element 2021-2029 Goals that this project would meet:

San Marcos Housing Element 2021-2029

Goal 1: Provide a broad range of housing opportunities with emphasis on providing housing which meets the special need of the community

Goal 2: Protect, encourage, and provide housing opportunities for persons of lower and moderate incomes

Goal 3: Reduce or remove governmental and nongovernmental constraints to the development, improvement, and maintenance of housing where feasible and legally permissible.

Goal 4: Affirmatively further fair housing practices, promoting equal opportunity for all residents to reside in housing of their choice

Affirmed Housing is dedicated to working in collaboration with the City of San Marcos to bring forward a project that not only enhances the area's livability but also ensures long-term affordability, stability, and inclusivity for future residents.





