

This FIRST IMPLEMENTATION AGREEMENT TO SUBSTANTIAL CONFORMANCE AGREEMENT AND REAL PROPERTY SECURITY AND LIEN AGREEMENT(the "Agreement") is dated as of December 11, 2012, for reference purposes only and is entered into by and between the CITY OF SAN MARCOS, a public body, corporate and politic ("City"), and THE PALOMAR STATION OWNER, LLC, a Delaware limited liability company ("Owner"), with reference to the following facts:

RECITALS:

A. The City, the Redevelopment Agency of the City of San Marcos and Owner entered into that certain Owner Participation Agreement and Substantial Conformance Agreement, dated July 26, 2011 ("OPA/SCA"). This Agreement relates to those provisions relating to the Substantial Conformance Agreement between the City and Owner.

B. The OPA/SCA is hereby incorporated by this reference. Reference herein to the OPA/SCA shall include any and all attachments thereto. Any capitalized term not defined herein shall have the meaning ascribed to it in the OPA/SCA.

C. The OPA/SCA pertains to the construction, development, operation, and management of the "Property," as defined in the OPA/SCA, generally comprised of a multi-family housing development (the "Palomar Station Project" or "Project").

D. In accordance with Section of 2.1 of the OPA/SCA, the City and Owner secured a federal grant of \$782,640.00, which will be combined with Owner's anticipated contribution of \$800,000.00 and the City's maximum in-kind contribution of \$100,000.00 ("City's Contribution") to fund the design, permitting, and construction of the Pedestrian Bridge and related improvements, including a bridge, bridge landing, associated pedestrian walkways, elevator and stair systems as more fully described in the application for the grant and as depicted on the Grant Application Package, attached hereto as Exhibit "A" and incorporated herein by reference (the "Pedestrian Bridge Project").

NOW THEREFORE, the City and Owner agree as follows:

1. Within 15 business days of the execution of this Agreement, Owner shall deposit \$100,000.00 into an escrow account at the City for the purposes of designing the Pedestrian Bridge Project ("Owner's Design Contribution"). City shall utilize Owner's Design Contribution, the "Preliminary Engineering" (PE) portion of the Federal grant, and City's Contribution to cause the Pedestrian Bridge Project to be processed through

the Caltrans PE process (design, engineering, environmental review for CEQA and NEPA, and agency permitting as noted below).

2. City agrees to collaborate and consult with Owner on alternatives for design and materials that will affect the cost of the Pedestrian Bridge Project, in an effort to secure the approval of the applicable permitting and governing entities on plans and a design that are attractive and reasonably feasible, with a view toward keeping the overall cost of the project as low as possible. Owner acknowledges that its participation is that of a collaborating party, and that while City has agreed to collaborate with Owner, the final design features and elements will be determined by City for communication to applicable permitting and governing entities. Such permitting and governing entities include, but may not be limited to, the following: Caltrans, FHWA, CPUC, NCTD, BNSF, Utility agencies and the RWQCB. Owner acknowledges that City cannot ensure the approval of any given design or plans by such entities.

3. Within five (5) business days of the earlier of (i) issuance of the first building permit for the Palomar Station Project or (ii) issuance of Construction Authorization of grant funds by Caltrans, Owner shall deposit with City the sum of \$700,000.00, along with the balance of additional funds that may be necessary to complete the construction process pursuant to the Caltrans-approved Engineer's Estimate of Probable Construction Costs, which shall be referenced as "Owner's Initial Construction Contribution". The Engineer's Estimate of Probable Construction Costs will include Caltrans-required elements for construction, permitting, construction management and inspection costs.

4. City shall utilize Owner's Initial Construction Contribution, the Federal grant, and any remaining portion of the City's Contribution to cause the Pedestrian Bridge Project to be publicly bid and constructed. If, following the bid process or any time during the construction phase, it is determined that these funding sources are insufficient to fully administer and construct the Pedestrian Bridge Project, City shall notify Owner of the estimated additional amount necessary to complete the Pedestrian Bridge Project. Owner shall thereafter deposit with City such additional funds as are necessary to complete the Pedestrian Bridge Project ("Owner's Additional Contribution") within five (5) business days. This will be repeated as necessary until the Pedestrian Bridge Project is completed. On completion of the Pedestrian Bridge Project, if there are any funds remaining from Owner's Additional Contribution(s), and/or Owner's Initial Construction Contribution, such excess funds will be returned to Owner.

5. Upon full payment of Owner's Design Contribution and Owner's Initial Construction Contribution, the Palomar Station Project shall no longer be conditioned to construct or complete the Pedestrian Bridge Project and shall be released from all restrictions on occupancy of the Palomar Station Project contained in Section 2.1 of the OPA/SCA. Notwithstanding the payment of the Design Contribution and Initial Construction Contribution, and also notwithstanding the release of the Palomar Station Project from the condition to construct the Pedestrian Bridge Project, Owner understands and agrees that it remains obligated to make Owner's Additional Contributions as needed to complete construction of the Pedestrian Bridge Project prior to the acceptance of the completed Pedestrian Bridge Project Improvements by the applicable governmental agencies.

6. If, because of a reason wholly within City's control, City does not open the the Pedestrian Bridge Project to pedestrian traffic within five (5) years of the date written first hereinabove, City shall return to Developer the remaining balance of the Owner's Design Contribution, Initial Contribution or Additional Contribution within thirty (30) days.

7. City shall process Owner's application to establish a reimbursement district pursuant to Chapter 17.56 of City's Municipal Code, the preliminary boundary of which is depicted on attached Exhibit "B," providing for surrounding property owners benefited by the Pedestrian Bridge Project to pay a reimbursement charge at the earlier of final map approval or building permit issuance for the period of fifteen (15) years following formation of the reimbursement district, which charge shall represent their proportionate share of the design and construction of the Pedestrian Bridge Project exclusive of Federal, State or local governmental contributions, plus interest. The final boundary shall be determined through the reimbursement district formation process. Owner shall bear the costs and expenses associated with formation and establishment of the reimbursement district, which costs and expenses may be included in the amount to be reimbursed. City shall cause each of the surrounding future projects to be conditioned to pay a charge representing their prorata share fo the costs of the bridge as determined by the rate and method of apportionment approved in conjunction with the formation of the reimbursement district.

8. Notwithstanding anything in this Agreement, Owner's obligation to maintain the Pedestrian Bridge Project after completion of construction as set forth in Section 2.1 of the OPA/SCA, is not modified by this Agreement, except as provided in Section 8 hereof.

9. The City shall impose a condition on surrounding parcels requiring participation in a community facilities district or other maintenance district deemed appropriate by the City ("Financing District") to provide for the long-term maintenance of the Pedestrian Bridge Project by way of assessments or special taxes imposed on real property calculated on a per dwelling unit basis of the properties benefited by the Pedestrian Bridge Project. Owner hereby consents to any such financing district and waives any objection thereto. After the establishment of the Financing District, Owner's obligation to maintain the Pedestrian Bridge Project shall be deemed terminated.

10. City agrees that a Memorandum of Agreement (the "Memorandum") in a form substantially similar to Exhibit "C" attached hereto and incorporated by reference, may be recorded with the Office of the County Recorder for San Diego County in the place and stead of this Agreement. The Memorandum shall be recorded to secure Owner's obligations under this Agreement, which constitutes a covenant and shall run with the land. In the event of any transfer, assignment or alienation of Owner's interest in the Project, Owner's obligations hereunder shall be deemed to run with the Project and the Property and devolve upon Owner's successors and assigns.

11. The Memorandum will be released as evidenced by a satisfaction and release document by the City at the earlier of the following release events:

(i) when all of Owner's obligations under this Agreement have been satisfied and no further Additional Contributions are due and owing from Owner and the Pedestrian

Bridge Project has been accepted by the agency with jurisdiction over acceptance of construction for purposes of the federal grant funds; or

(ii) when Owner has made the Owner's Design Contribution and Owner's Initial Construction Contribution and has posted with City a financial security (cash, surety bond, or letter of credit meeting the City's usual requirements for such security) in the amount of Fifty Percent (50%) of the Engineer's Estimate of Probable Construction Costs described in Section 3, above, to secure payment of Owner's Additional Contribution(s) in a form reasonably satisfactory to City ("Additional Contribution Security").

Upon the occurrence of a release event, the City shall within five (5) business days execute and record a satisfaction and release of the Memorandum with the Office of the County Recorder for San Diego County. Recordation of the satisfaction and release shall not act as a release of any of Owner's obligations under this Agreement, and any remaining obligations under this Agreement shall survive the release.

12. Should Owner breach any terms of this Agreement, including but not limited to default of any payment under this Agreement, City shall have the right to issue a notice of default of this Agreement ("Notice"), and if within 30 days Owner has not cured such default (or have commenced to cure such default if it cannot be cured within 30 days, which attempt to cure must be diligently pursued), City shall have the right to undertake any action necessary, including litigation, to secure compliance with such Notice. Any cost, expense or fee related to said action of enforcement shall be included with the unpaid portion of payments owed to City by Owner, and shall collectively constitute an obligation running with the Project until paid, and shall be reimbursed to City by Owner. Interest shall accrue on any unpaid amount at the legal rate; payments shall first be applied to principal and then to accrue interest until paid in full. City's rights under this Agreement are cumulative in nature, and City shall have the right, at its option, to pursue any other remedy available at law for the recovery of any such cost, expense or fee

13. Except as expressly modified by this Agreement, the OPA/SCA remains in full force and effect.

CITY:

CITY OF SAN MARCOS, a chartered municipal corporation

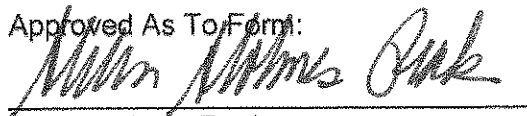


Jack Griffin
City Manager, City of San Marcos

Attest:

Susie Vasquez
City Clerk, City of San Marcos

Approved As To Form:



Helen Holmes Peak
City Attorney, City of San Marcos

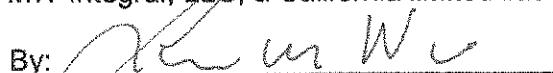
OWNER:

THE PALOMAR STATION OWNER, LLC, a Delaware limited liability company

By: Palomar Station Communities Manager, LLC, a California limited liability company

By: KPMW Integral, LLC, a California limited liability company

By:


Name: Lance Waite

Title: Principal

EXHIBIT A

Pedestrian Bridge Project

GRANT DOCUMENTATION FOR PROJECT (ATTACHED)

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



May 18, 2012

File : 11-SD-0-SMCS
TCSP-5381(036)
West Mission Rd.

Mr. Mike Edwards
Engineering Division Director
City of San Marcos
1 Civic Center Drive
San Marcos, CA 92069

Attn: Ms. Lisa Fowler

Dear Mr. Edwards:

Enclosed are two originals of the Program Supplement Agreement No. 032-N to Administering Agency-State Agreement No. 11-5381R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ray Zhang'.

RAY ZHANG, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(11) DLAE - Erwin Gojuangco

AUTHORIZATION / AGREEMENT SUMMARY - (1)

FEDERAL PROGRAM
DLA LOCATOR: 11-SD-0-SMCS
PREFIX: TCSP
PROJECT NO: 5381(036)
SEQ NO: 1
STATE PROJ NO: 1112000107L-N
AGENCY: SAN MARCOS
ROUTE:
TIP DATA
MPO: SANDAG
FSTIP YR: 11/12
STIP REF: 21000001137
DISASTER NO:
BRIDGE NO'S:

PROJECT LOCATION:
WEST MISSION RD, PALOMAR COLLEGE TRANSIT STATION/SPRINTER STATION
TYPE OF WORK:
PEDESTRIAN BRIDGE
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: EXEMPT FROM FHWA REVIEW
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:

PREV AUTH / AGREE DATES:
PE:
RW:
CON:
SPR:
MCS:
OTH:

PROG CODE LINE NO IMPV TYPE FUNC SYS URBAN AREA URB/RURAL DEMO ID
L88E 10 15 M SAN DIEGO URBAN

FUNDING SUMMARY

PHASE	PREV. OBLIGATION	THIS REQUEST	SUBTOTAL	PROJECT COST	FEDERAL COST	AC COST
PE				\$0.00	\$0.00	\$0.00
				\$101,000.00	\$63,000.00	\$0.00
				\$101,000.00	\$63,000.00	\$0.00
RW				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
CON				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
TOTAL:				\$101,000.00	\$63,000.00	\$0.00

STATE REMARKS

01/26/2012 RFA for PE
Total Cost = \$101,000 = \$63,000 (L880 funds) + \$15,750 (local match of 20%) + \$22,250 (non participating).

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR: PE
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: MARTIN, NADINE L
REVIEWED IN FADS BY: LIAO, STELLA
SUBMITTED IN FADS BY: EMMETT, WINTON
PROCESSED IN FADS BY: FOGLE, JERILYNN
APPROVED IN FMIS BY: VENESHIA SMITH

SIGNATURE HISTORY FOR PROJECT NUMBER 5381(036) AS OF 03/13/2012

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	JERILYNN FOGLE	03/02/2012
	GARY J. SWEETEN	03/02/2012
	VENESHIA SMITH	03/06/2012

ON 02/18/2012 220-5328
ON 02/24/2012 653-6550
ON 02/28/2012 FOR CALTRANS
ON 03/02/2012 FOR FHWA
ON 03/06/2012

FHWA Form 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	EMMETT, WINTON	02/28/2012



NOTICE OF GRANT AWARD

Title:	TCSP Palomar Station Pedestrian Bridge, San Marcos
DOT Agency Disbursing Funds:	Federal Highway Administration
Project Name/Number:	State
Award Recipient	CADOT
City/Country/State	San Marcos/San Diego County/CA, CA
Place of Performance	State
State Congressional District	50
Entitle Amount	\$ 0.00
Discretionary Amount	\$ 782,640.00
Total Grant Amount	\$ 782,640.00
DOT Regional Office/Telephone Number	Olga Pereira 202-366-9208

Description:

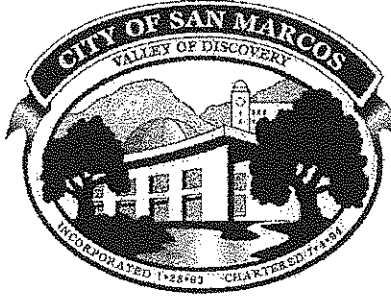
The Transportation, Community, and System Preservation Program (SAFETEA-LU Section 1117) provides funding for a comprehensive initiative including planning grants, implementation grants, and research to investigate and address the relationship among transportation, community, and system preservation plans and practices and identify private sector-based initiatives to improve those relationships.

The project will use TSCP Program Funds to leverage an \$800,000 private sector funding commitment, along with a \$100,000 city in-kind contribution, to construct a 100-foot long pedestrian bridge over West Mission Road. The project will connect a mixed-used development center (Palomar Station), light rail facilities (SPRINTER), and the Inland Rail Trail.

Should you have any questions, please contact the Office of Governmental Affairs (202)366-4573.

DRAFT

Administration
1 Civic Center Drive
San Marcos, CA 92069-2918



Tel: 760.744.1050
Fax: 760.744.9520
Web: www.San-Marcos.net

January 9, 2012

Erwin Gojuangco
District Local Assistance Engineer
Caltrans, Office of Local Assistance, MS 124
4050 Taylor Street
San Diego, CA 92110

SUBJECT: FEDERAL PROJECT TCSP 5381-(0XX)

Dear Mr. Gojuangco,

The items listed below have been attached to request Preliminary Engineering for the Palomar Station Pedestrian Bridge project.

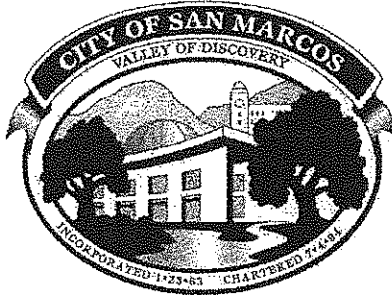
- Exhibit 3-A
- Exhibit 3-E
- Exhibit 3-O
- Exhibit 7-B (first two pages only)
- Project Vicinity Map
- Copy of FTIP reference

Should you have any questions, please feel free to contact me directly at (760) 744-1050 extension 3248 or LFowler@san-marcos.net.

Thank you,

Lisa Fowler
Management Analyst

Development Services
1 Civic Center Drive
San Marcos, CA 92069-2918



Tel: 760.744.1050
Fax: 760.591.4135
Web: www.San-Marcos.net

EXHIBIT 3-A REQUEST FOR AUTHORIZATION TO PROCEED WITH PRELIMINARY ENGINEERING

To: Erwin Gojuangco Date: January 3, 2012
District Local Assistance Engineer FTIP/FSTIP ID: SAN49
Caltrans, Office of Local Assistance, MS 124 Federal Project No: TCSP5381-(0XX)
4050 Taylor Street EA: _____
San Diego, CA 92110 PPNO (For STIP Projects): _____ n/a
Major ITS (Phase 1 or 2): _____ n/a

Project Description: Design and construct a 100 foot long pedestrian bridge over West Mission Rd.

Dear Mr. Gojuangco:

In order to begin federally reimbursable preliminary engineering work for the above-referenced project, we request that you secure Federal Authorization to Proceed and Obligation of Funds. The federal funds requested will not exceed those provided to this agency in the federally approved Federal Transportation Improvement Program (FTIP)/Federal Statewide Transportation Improvement Program (FSTIP).

Attached are the following documents required to authorize this phase of work:

Request for Authorization Package

- ☒ Completed Request for PE Authorization Data Sheet (Exhibit 3-E)
- ☒ Copy of FTIP/FSTIP Reference
- ☒ Completed Finance Letter (Exhibit 3-O)
- ☐ For High-Risk (formally "Major") ITS Projects: FHWA approved Systems Engineering Management Plan (SEMP) (Note that federal approval of the SEMP is contingent on prior federal approval of the Systems Engineering Review Form [SERF])
- ☐ Copy of Executed Cooperative Agreement (only for projects on State Highway System)
- ☐ Request for Capital Subvention Reimbursement Allocation (Exhibit 3-H) (only for projects on State Highway System)

Toll Credit Usage

- ☐ This project will use Toll Credit. It is fully funded.
- ☒ This project will NOT use Toll Credit

Field Review Form (Exhibit 7-B)

- ☐ Completed Field Review Form (Exhibit 7-B), or
- ☒ A Field Review Form will be submitted within four (4) months of the Federal Authorization date, otherwise, it is understood the authorization to proceed will be canceled automatically. It is further understood that a Program Supplement Agreement will NOT be prepared until after the Field Review Form is submitted.

Environmental Document

- ☐ Type of NEPA Document. Approval Date: _____.
- ☐ Categorical Exclusion (CE) Form
- ☐ Findings of No Significant Impact (FONSI)
- ☐ Record of Decision (ROD)
- ☐ Re-evaluation
- ☒ This agency has not completed the environmental process. The NEPA Document will be submitted at a later date, prior to beginning of final design (PS&E).

Disadvantaged Business Enterprise (DBE)

- ☐ All work for this phase of the project will be performed by local agency staff.
- ☒ For consultant contracts an Underutilized Disadvantaged Business Enterprise (UDBE) goal will be established for each contract and the Local Agency Proposer UDBE Commitment (Consultant Contracts) (Exhibit 10-O1) will be submitted with the proposal. Within 15 days of contract execution, the Local Agency Proposer DBE Information (Consultant Contracts) (Exhibit 10-O2) shall be forwarded to the DLAE.

Pre-Award Audit

- ☐ Completed Audit Disposition (Exhibit 10-K), or
- ☐ Audit Disposition was not completed because neither federal-aid nor state funds will be used to fund a consultant contract, or
- ☒ Pre-award audit was not performed because the consultant contract is for \$1,000,000 or less and does not meet the criteria outlined in Exhibit 10-K requiring pre-award audit, or
- ☐ Audit Disposition is not being submitted at this time. It will be submitted to the DLAE prior to entering a contract with the consultant(s).

California Transportation Commission (CTC) Allocation

- ☒ A CTC allocation is not required, or
- ☐ A CTC allocation of \$ _____ (federal/state) funds for the PA/ED and/or PS&E component(s) of work was made at the _____ meeting of the CTC, or
- ☐ A CTC allocation of funds has been scheduled for the _____ meeting of the CTC. It is understood that the authorization/obligation of any federal STIP funds will not be made until after the CTC allocation.

Project Agreement and Liquidation of Funds

Upon FHWA issuance of the "Authorization to Proceed" and Agency submittal of the "Field Review" form (Exhibit 7-B), a "Program Supplement Agreement" will be prepared to encumber the federal and/or state funds for the project. This Agency understands that any federal and/or state funds encumbered for the project are typically available for disbursement for a period of seven (7) and five (5) years respectively, from the beginning of the fiscal year(s) that those funds are appropriated in the State Budget Act, unless an extension is granted by the Department of Finance. It is anticipated that this phase of work will be completed by May 2012.

Invoice Submittal

This Agency understands that only relocation work performed after federal "Authorization to Proceed" (E-76) is eligible for reimbursement. Invoices for reimbursement will not be submitted until after the federal and state (if applicable) funds are encumbered via an executed "Program Supplement Agreement" and/or State approval Finance Letter. In addition, it is also understood that an invoice must be submitted at least once every six (6) months for each project phase until all funds are expended. If there are no eligible expenses, then a written explanation will be provided for that six (6) month period along with the target amount and date for the next invoice submittal.

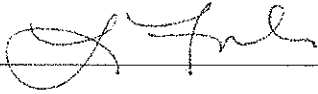
CERTIFICATION

I certify that the facts and statements in this Request for Authorization Package are accurate and correct. This Agency agrees to comply with the applicable terms and conditions set forth in Title 23, U.S. Code, Highways, and the policies and procedures promulgated by the Federal Highway Administration and California Department of Transportation relative to the above-designated project.

I understand that this Agency is responsible for all costs in excess of the federal and/or state funds obligated / encumbered as well as for all costs it incurred prior to receiving the FHWA issued "Authorization to Proceed." I further understand that all subsequent phases of the project will require a separate "Federal Authorization to Proceed." For all ITS projects, I understand that our project shall be consistent with the Regional ITS Architecture, adhere to ITS Standards, and undergo Systems Engineering analysis. For Major ITS projects, I understand that this Agency shall not proceed with component detailed design until after FHWA approval of the SEMP and receipt of "Authorization to Proceed."

Please advise us as soon as the "Federal Authorization to Proceed" has been issued. You may direct any questions to me at (760) 744-1050 ext. 3248.

Sincerely,



Lisa Fowler
Management Analyst
City of San Marcos

Enclosures

EXHIBIT 3-E - REQUEST FOR AUTHORIZATION TO PROCEED DATA SHEET(S)

PROJECT REFERENCE DATA

DIST-CO-RTE-AGENCY: 11-SD-00-SMCS

FEDERAL PROJECT NO.: TCSP-5381 (0XX)

CALTRANS EA: _____

FTIP / FSTIP ID: SAN49

PPNO (STIP): N/A

CTIPS REFER. NO.: N/A

BRIDGE NO.(s): N/A

RESPONSIBLE/IMPLEMENTING AGENCY

RESPONSIBLE AGENCY: CITY OF SAN MARCOS

IMPLEMEN. AGENCY: CITY OF SAN MARCOS

PROJECT DESCRIPTION

PROJECT TITLE: PALOMAR STATION PEDESTRIAN BRIDGE

WORK DESCRIPTION: The project will design and construct a 100 foot long pedestrian bridge.

PROJECT LOCATION

PROJECT LOCATION: In the City of San Marcos over West Mission Road.

URBAN (I/ED)-AREA: San Diego

CONG. DIST.& %'s: District 50; 100%

RURAL (Y/N): N

INDIAN RESERV.: (Y/N) N

TOLL ROAD: (Y/N) N

FEDERAL AID ROUTE

FED-AID SYSTEM: (Y/N) Yes

STATE HWY: (Y/N) N/A

FUNCTIONAL CLASSIF.: 4- Minor Arterial

STATE ROUTE: N/A

ADMINISTERING AGENCY

LOCAL or CALTRANS (CT): LOCAL

IF CT, PROJ. MANAGER: _____

THIS FEDERAL AUTHORIZATION REQUEST

OVERSIGHT:

☒ STATE-AUTHORIZED

or

☐ FULL OVERSIGHT

ADV. CON. (Y/N): NO

100% SAFETY (Y/N): YES

COST SUMMARY:

Preliminary Engineering (includes Enviro)

PHASE OF WORK	TOTAL	FED PART	FED 1	FED 2	STATE	OTHER	LOCAL
PREV. OBLIG	0	0	0				0
THIS REQUEST	101,320	63,320	63,320				38,000
SUBTOTAL	101,320	63,320	63,320				38,000

PHASE OF WORK	TOTAL	FED PART	FED 1	FED 2	STATE	OTHER	LOCAL
PREV. OBLIG							
THIS REQUEST							
SUBTOTAL							
TOTAL	101,320	63,320	63,320				38,000

FEDERAL DEMONSTRATION PROJECT INFORMATION

PUBLIC LAW, SECTION: N/A

LEGISLATIVE PROJECT NO.: N/A

RELATED DEMO PROJECTS: N/A

FEDERAL DEMO ID: N/A

ESTIM. CONST. DATE: 0

Exhibit 3-E
Request for Authorization to Proceed Data Sheet(s)

Local Assistance Procedures Manual

FTIP / ESTIP DATA

MPO/RTPA NAME: SANDAG FTIP / ESTIP YEAR: 2012
FED. FUNDED PHASES: PE & Construction SHEET OR AMD. NO.: SM49
APPROVAL DATE: 12/02/2011
FED FUND TYPES/TOTALS: TCSP/\$782,640 APPR'D EPSP (Y or N): N

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBMITTALS:

Race Conscious Implementation Agreement (Exhibit 9-A) CT APPROVAL DATE: 10/12/2011
Local Agency DBE Annual Submittal Form (Exhibit 9-B):
FED FISCAL YEAR: FY2011/12 CT APPROVAL DATE: 10/12/2011

INITIAL AUTHORIZATION & ESTIMATED COMPLETION DATES

PHASE OF WORK	INITIAL FEDERAL AUTHORIZATION DATE	ESTIMATED COMPLETION DATE
PE	TBD	06/30/2012
RW	n/a	n/a
CON	TBD	03/30/2013

ENVIRONMENTAL DATA

NEPA DOCUMENT TYPE:

☒ CE TBD Date Caltrans SEP/DLAE signed CE Form (use the latest date)
☐ EA / FONSI Date Caltrans DD (DDD or designee) signed the FONSI
☐ EIS / ROD Date Caltrans signed the ROD
EIS Number Year of Public Release of EIS and EIS number (assigned by FHWA)
AIR BASIN (For CMAQ Program Funds)

R/W ESTIMATE

R/W ACQ PARCELS: n/a \$ n/a
RAP (FAMILY): n/a \$ n/a
(BUSINESS): n/a \$ n/a
LRH/HRDHP: n/a \$ n/a
UTILITIES: \$ n/a
SUPPORT: \$ n/a
TOTAL: \$ n/a

UTILITY RELOCATION / ADJUSTMENTS

UTILITY OWNER	UTILITY TYPE	COST TO RELOCATE
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
TOTAL UTILITY RELOCATION COSTS		n/a

DESCRIPTION OF R/W PARCELS BY TYPE OF ACQUISITION/ACTIVITY

# PARCELS	ACQUISITION TYPE AND/OR ACTIVITY	# ACRES	EST. COST
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a

R/W CERTIFICATION

R/W CERT. NO. n/a Date Approved by Caltrans: n/a

LOCAL AGENCY COMMENTS

Data Sheet for Request for Authorization to Proceed with Preliminary Engineering

THIS REQUEST PREPARED BY:

NAME: Omar Dayani
TITLE: Principal Civil Engineer
PHONE NO.: 760.744.1050 ext. 3219
E-MAIL: Odayani@san-marcos.net

AGENCY CONTACT FOR PROGRAM SUPPLEMENT AGREEMENT

NAME: Lisa Fowler
TITLE: Management Analyst
PHONE NO: 760.744.1050 ext. 3248
E-MAIL: LFowler@san-marcos.net

Distribution: DLAE

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

ATTN: Erwin Gojuanco
Work on State Highway (Y or N): No If yes, provide following: N
Administered by State or Local? Local
Project Manager Name: _____
Accounting Program Code(s): _____
Coop or Contribution Agrmt No.: _____

Date: 1/2/2012
Agency: City of San Marcos
Fed Project No.: ICSP-581 (DXX)
EA No.: _____
PFNO.: N/A
Bridge No.: N/A

	TOTAL COST OF WORK	FEDERAL PARTICIPATING COSTS	FEDERAL NON-PART COSTS	FED REIMB RATE	FEDERAL FUND TYPE	LOCAL FUNDS	STATE NON-PART FUNDS	OTHER FUNDS
PRELIMINARY ENGINEERING	\$101,320	\$101,320		90%	\$63,320	\$38,000	\$0	\$0
Agency Preliminary Engineering								
State Furnished Preliminary Engineering								
Overhead at _____ %								
RIGHT OF WAY (R/W)								
Purchase Costs								
Relocation Assistance/Utility								
CONSTRUCTION								
Contract Items								
Utilities								
Supplemental Work								
Contingencies								
Trainees								
Agency/State Furn. Mat.								
Contract Total:								
CONSTRUCTION ENGINEERING								
Agency Construction Engineering								
State Furnished Construction Engineering								
Overhead at _____ %								
State Furnished Materials Testing								
Overhead at _____ % Subjob _____								
Striping by Agency								
Force Account Work by Agency								
TOTALS:	101,320	101,320	0	90%	63,320	38,000	0	0

Federal Participation: 100.00%

Federal Appn. Code(s): _____

Federal Reimbursement Rate(s) for Progress Invoice: _____

Signature: _____
Title: Management Analyst

Project location: In the City of San Marcos over West Mission Road
and Nordahl Rd. from Mission Rd. To Montiel Rd.

Remarks: Finance Letter to Authorize PE Costs Only. Construction funds to be programmed at a later date.

For questions regarding finance letter, contact:
Printed Name: Lisa Fowler, Management Analyst
Telephone No.: 760.744.1050 ext. 3748

PHASE	FED (1)	FED (2)
PE		
R/W		
CON		
CE		

EXHIBIT 7-B FIELD REVIEW FORM

Local Agency	City of San Marcos	Field Review Date	TBD
Project Number	TCSP 5381-(GXX)	Locator	
		(Dst/Co/Rte/PM/Agency)	11-SD-00-SMCS
Project Name	Palomar Station Pedestrian Bridge	Bridge No.(s)	n/a

1. PROJECT LIMITS (see attached list for various locations) In the City of San Marcos over West Mission Rd.

Net Length (mile)

2. WORK DESCRIPTION Construct a 100 foot pedestrian bridge over West Mission Road to provide linkage to the Palomar Station, Sprinter Station and the Palomar College Transit Center.

ITS project or ITS element: Yes ☐ No ☒If yes, choose: High-Risk (formerly "Major") ITS ☐, Low-Risk (formerly "Minor") ITS ☐, Exempt ITS ☐

3. PROGRAMMING DATA	FTIP (MPO/RTPA)	SANDAG	FY 2012	Page
Amendment No.	10-13	FTIP PPNO	N/A	
Federal Funds	\$ 782,640.00	Phases	PE	FHWA/FTA Approval Date
Air Basin:	N/A		R/W	12/02/2011
				Const <input checked="" type="checkbox"/>

4. FUNCTIONAL CLASSIFICATION:

URBAN ☒Principal Arterial: ☐Minor Arterial: ☒Collector: ☐Local: ☐RURAL ☐Principal Arterial: ☐Minor Arterial: ☐Major Collector: ☐Minor Collector: ☐Rural Local: ☐

5. STEWARDSHIP CATEGORY

FHWA Full Oversight (Stewardship): Yes ☐ No ☒State-Authorized(Stewardship): Yes ☒ No ☐(a) DLAE oversight: Yes ☒ No ☐(b) District Construction Oversight: Yes ☐ No ☒ITS High-Risk project or element requiring FHWA oversight per stewardship: Yes ☐ No ☒6. CALTRANS ENCROACHMENT PERMIT Is it required? Yes ☐ No ☒

7. COST ESTIMATE BREAKDOWN

\$1,000's

Fed. Participation

(Including Structures)

PE	Environmental Process		Yes	No	<input checked="" type="checkbox"/>
	Design	101,320	Yes	<input checked="" type="checkbox"/>	No
	ITS System Manager or Integrator		Yes		No
CONST	Const. Contract	1,581,320	Yes	<input checked="" type="checkbox"/>	No
	Const. Engineering		Yes		No
R/W	Preliminary R/W Work		Yes		No
	Acquisition:		Yes		No
	(No. of Parcels)		Yes		No
	(Easements)		Yes		No
	(Right of Entry)		Yes		No
	RAP (No. Families)		Yes		No
	RAP (No. Bus.)		Yes		No
	Utilities (Exclude if included in contract items)		Yes		No

TOTAL COST

\$ 1,682,640

7a. Value Engineering Analysis Required? Yes _____ No ✓
(Yes, if total project costs are
\$25M or more on the
Federal-aid System, or
\$20M or more for bridges)

8. PROPOSED FUNDING

Grand Total	Total Cost		Cost Share	
	\$ 1,682,640			
Federal Program #1 TCSP	\$ 782,640	Fed.	\$ 782,640	Reimb. Ratio 46%
(Name/App. Code) #2	\$	Fed.	\$	Reimb. Ratio
Matching Funds Breakdown	Local:		\$ 100,000	8 %
	State:		\$	%
	Other:		\$ 800,000	47 %

State Highway Funds? Yes _____ Source _____ No ✓
State CMAQ/RSTP Match Eligible Yes _____ No ✓ Partial _____
Is the Project Underfunded? (Fed \$ < Allowed Reimb.) Yes _____ No ✓

9. PROJECT ADMINISTRATION

		Agency	Consultant	State
PE	Environ Process	CITY OF SAN MARCOS		CA
	Design	CITY OF SAN MARCOS		CA
	System Man./Integ.			
R/W	All Work			
CONST ENGR	Contract	CITY OF SAN MARCOS		CA
CONSTRUCTION	Contract	CITY OF SAN MARCOS		CA
MAINTENANCE		CITY OF SAN MARCOS		CA

Will Caltrans be requested to review PS&E? Yes _____ No ✓

10. SCHEDULES: PROPOSED ADVERTISEMENT DATE March 2012
Other critical dates: _____

11. PROJECT MANAGER'S CONCURRENCE

Local Entity City of San Marcos Date: _____
Signature & Title Orman Dap, PROJECT MANAGER Phone No. 760.744.1050
Is field review required? Yes ✓ No _____

Caltrans (District): _____ Caltrans District 11 Date: 08/21/11

Signature & Title: _____

12. LIST OF ATTACHMENTS (Include all appropriate attachments if field review is required. See the "[]" notation for minimum required attachments for non-NHS projects)

_____ Field Review Attendance Roster or Contacts Roster
✓ _____ Vicinity Map (Required for Construction Type Projects)

IF APPLICABLE (Complete as required depending on type of work involved)

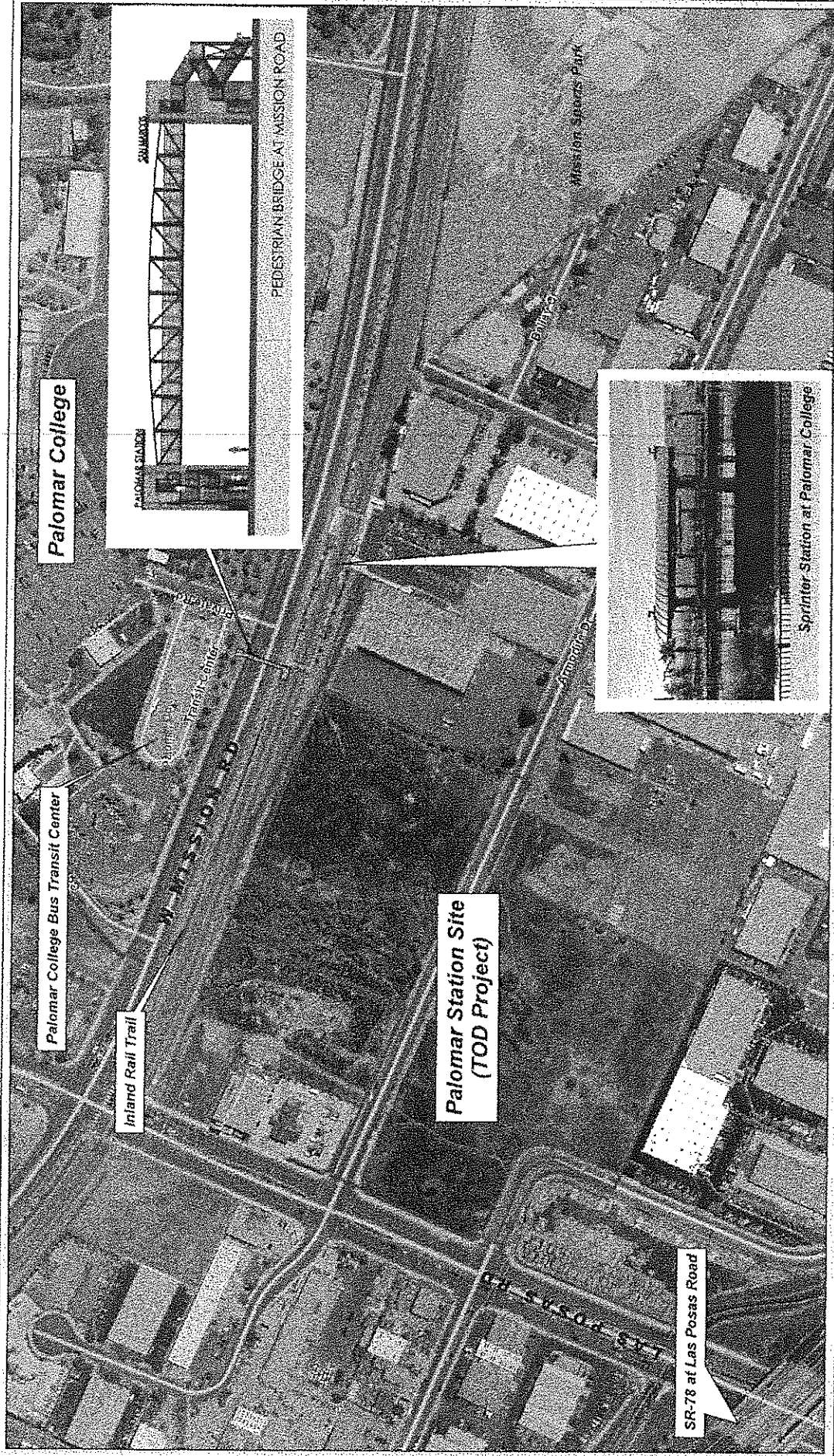
_____ Roadway Data Sheets [Req'd for Roadway projects]
_____ Typical Roadway Geometric Section(s) [Req'd for Roadway projects]
_____ Major Structure Data Sheet [Req'd for HBRR] _____ Signal Warrants
_____ Railroad Grade Crossing Data Sheet _____ Collision Diagram

_____ Airport Data Sheet (if within 10,000 feet)	_____ CMAQ/RSTP State STIP Match
_____ Sketch of Each Proposed Alternate Improvement	_____ Systems Engineering Review Form (SERF)
_____ TE Application Document	_____ Req'd for High-Risk (formerly "Major") and
_____ Existing federal, state, and local ADA deficiencies not included on other Attachments	Low-Risk (formerly "Minor") ITS projects

13. DLAE FIELD REVIEW NOTES:**A. MINUTES OF FIELD REVIEWS****B. ISSUES OR UNUSUAL ASPECTS OF PROJECT**

(Attachment to Field Review Form)

Distribution: Original with attachments – Local Agency
Copy with attachments (2 copies if HBRR) - DLAE



<p>DATE OF APPLICATION: 04/20/2011</p> <p>GRANT TYPE: Discretionary</p>	<p>City of San Marcos</p> <p>U.S. DOT Federal Highway Administration</p> <p>Transportation, Community, and System Preservation (TCSP) Discretionary Program</p> <p>Site Exhibit</p>	<p>CREATED BY: City of San Marcos GIS</p> <p>SOURCES OF DATA: SARCUS, 1999</p>
---	---	--

MAIN MENU > PROJECT SEARCH > PROJECT INFO

CHANGE PASSWORD | LOGOUT | SANDAG

PROJECTTRAK

SANDAG

VIEWING A PROJECT (READ-ONLY MODE)

IF YOU LIKE TO MAKE CHANGES TO THIS PROJECT, PLEASE PROCEED THROUGH AN AMENDMENT.

VIEW PREVIOUS VERSIONS OF THIS PROJECT

MPO ID: SM49	VERSION: 1	RTIP: 10-13	COMPLETION YEAR: 2013
CTIPS ID: n/a	PPNO: n/a	RTIP STATE APPROVED: 11/4/2011	TOTAL COST \$1,682,640
SANDAG ID: n/a	EA NUMBER: n/a	RTIP FEDERAL APPROVE DATE: 12/2/2011	OBLIGATED COST \$0

LAST MODIFIED BY: Michelle Merino (10/11/2011) HISTORY (-)

ADMINISTRATIVE EDIT

LUMP SUM LUMP SUM NAME

No

PROJECT TYPES TCM EAP

Other - Bicycle/Pedestrian Projects NO

FOOTNOTES

PROJECT INFORMATION

PROGRAM / AUTHORIZATION TYPE ID

RTP PAGE #

LEAD AGENCY

San Marcos, City of

EXEMPT CATEGORY

Non-Exempt

RAS/LATEST RTP) RTP PAGE # ITS

NO

NO

PROJECT TITLE

Palomar Station Pedestrian Bridge

RTIP

10-13 - FORMAL

PROJECT DESCRIPTION - GUIDELINES

design and construction of a 100 foot long pedestrian bridge over West Mission Road; bridge will link the Palomar Sprinter station with the Palomar College Transit Center

SYSTEM

ROUTE

LOCAL STREET NAME

FROM

TO

Local

West Mission Road

Palomar College

NCTD Sprinter st

☐ CONGESTION RELIEF

☒ MAINTENANCE

CAPACITY INCREASING PROJECT INFORMATION - ONLY REQUIRED FOR CAPACITY INCREASING PROJECTS

CAPACITY STATUS

Capacity Increase

PROJECT DIAGRAM

3 DOCUMENTS, NOT SPECIFIED

THOMAS BROS MAP PAGE & GRID NO.

P1108 Grid F6

ENVIRONMENTAL CLEARANCE PHASE

Dec 2011

I

AWARD CONST. CONTRACT PHASE

Mar 2012

I

OPEN TO TRAFFIC

Feb 2013

PHASE

I

II

II

II

III

III

III

PROGRAMMING INFORMATION

EST TOTAL PROJECT COST

\$1,682,640

PROJECT COMPLETION DATE

MONTH

MAR

YEAR

2013

(GRAPH REVENUES)

HISTORICAL REVENUES

*OPS/MAINT

FISCAL YEAR

FUND TYPE (PROGRAMMED REVENUE SOURCE)

ENV/ENGR

ROW

CON

TOTAL

FY 2012

Federal Disc. - Trans. & Comm & Sys. Presrv. Pilot Prog

\$63,320

\$0

\$719,320

\$782,640

FY 2012

Loc Funds - City Funds

\$0

\$0

\$67,000

\$67,000

FY 2012

Loc Funds - Private Funds

\$38,000

\$0

\$301,020

\$339,020

FY 2013

Loc Funds - City Funds

\$0

\$0

\$33,000

\$33,000

FY 2013

Loc Funds - Private Funds

\$0

\$0

\$460,980

\$460,980

Federal Disc. - Trans. & Comm & Sys. Presrv. Pilot Prog

\$63,320

\$0

\$719,320

\$782,640

Loc Funds - City Funds	\$0	\$0	\$100,000	\$100,000
Loc Funds - Private Funds	\$38,000	\$0	\$762,000	\$800,000
GRAND TOTAL	\$101,320	\$0	\$1,581,320	\$1,662,640

CHANGE REASON

HISTORICAL COMMENTS

CHANGE REASON

New project

NARRATIVE DESCRIPTION - GUIDANCE

Notice of Grant award recieved on 08/17/11

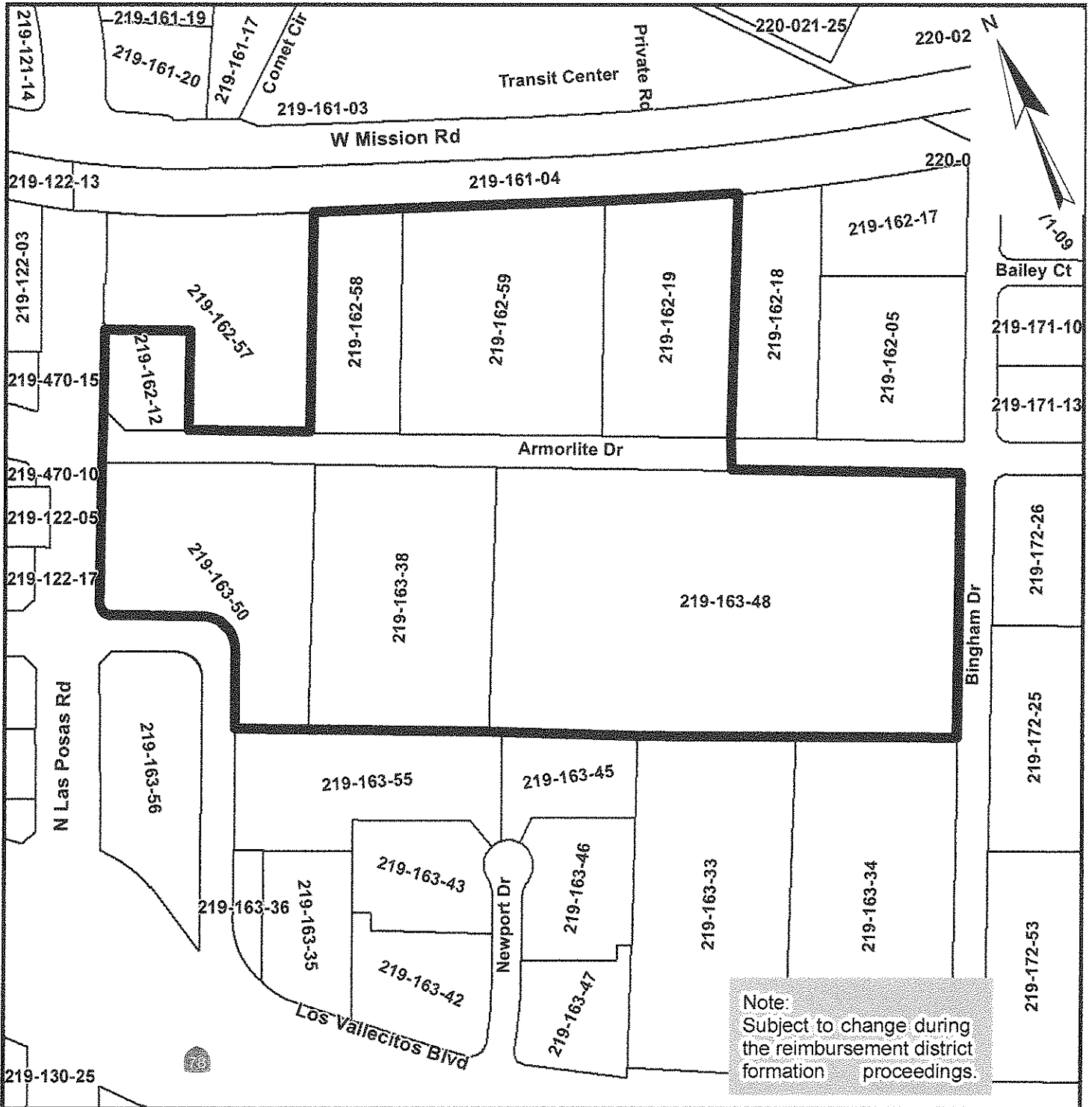
0.88s

EMAIL PROJECTTRAKHELP@ECONINTERACTIVE.COM

EXHIBIT "B"

PRELIMINARY

Boundary of Assessment District for the Pedestrian Bridge Project



PRELIMINARY Assessment District Boundary

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Susie Vasquez, City Clerk
City of San Marcos
1 Civic Center Drive
San Marcos CA 92069

THIS SPACE FOR RECORDER'S USE ONLY

This document is exempt from fee pursuant to GC §27383

A.P.N.s: _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is dated as of April __, 2012 (the "**Effective Date**"), among the CITY OF SAN MARCOS, a public body, corporate and politic ("City"), and THE PALOMAR STATION OWNER, LLC, a Delaware limited liability company ("Owner"), who agree as follows.

RECITALS

A. Execution of Agreement. City and Owner entered into a FIRST IMPLEMENTATION AGREEMENT TO SUBSTANTIAL CONFORMANCE AGREEMENT AND SECURITY AGREEMENT (the "**Agreement**"), pertaining to that certain real property described in attached Exhibit "1" (the "**Property**").

B. Purpose of Memorandum. This Memorandum of Agreement (this "**Memorandum**") is being made and entered into solely for the purpose of providing notice of Seller's obligations under the Agreement as more fully set forth in the Agreement and to create a lien against Owner's Property until this Memorandum is released pursuant to the terms of the Agreement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby declare and agree:

1. This Memorandum shall be recorded as a lien against the Project to secure Owner's obligations under the Agreement, which constitutes a covenant running with the land.

3. This Memorandum may be executed in one or more counterparts, each of which when executed shall constitute an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first set forth above.

CITY:

CITY OF SAN MARCOS, a chartered municipal corporation

By: _____
Paul Malone
City Manager, City of San Marcos

Attest:

Susie Vasquez
City Clerk, City of San Marcos

Approved As To Form:

Helen Holmes Peak
City Attorney, City of San Marcos

OWNER:

THE PALOMAR STATION OWNER, LLC, a Delaware limited liability company

By: Palomar Station Communities Manager, LLC, a California limited liability company

By: KPMW Integral, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

[NOTE: SIGNATURE(S) OF OWNER MUST BE
ACCOMPANIED BY NOTARY ACKNOWLEDGMENT(S)]