

**AMENDMENT NUMBER 01
TO CITY OF SAN MARCOS
COMMUNITY FACILITIES DISTRICT FUNDING AGREEMENT**

This Amendment Number 01 to Community Facilities District Funding Agreement (“Amendment 01”) is entered into as of _____ [Date] by and between the City of San Marcos, a chartered municipal corporation (“City”), and Urban Villages San Marcos LLC ("UVSM"), a California limited liability company ("Developer" or "Owner"), collectively “Parties,” with respect to Original Agreement No. 6999 between the Parties dated November 30, 2022 and any previous amendments thereto (“Agreement”).

1. Recitals

- A. Pursuant to Resolution 2022-9066, the City and Developer entered into Agreement No. 6999 for the funding and reimbursement of certain costs associated with the construction of the pedestrian bridge over Barham Road connecting the University District Specific Plan Area and California State University San Marcos, utilizing Community Facilities District (“CFD”) 2011-01 special tax revenues from properties within the University District Specific Plan Area depicted on Exhibit A and referred to therein as the CFD Reimbursement Area.
- B. The Parties now desire to amend the Agreement to revise the CFD Reimbursement Area and related reimbursement provisions, and to supersede and replace the Exhibits attached to the Agreement with updated versions.
- C. The Parties acknowledge that this Amendment 01 modifies the term “Property” as originally described in Recital B of the Agreement, to include all parcels located within the CFD Reimbursement Area whether or not Developer holds or has held an ownership and/or beneficial interest therein.
- D. This Amendment 01 is approved by City Council Resolution No. _____.

2. Section 5 Reimbursement

Section 5(c)(ii) of the Agreement is hereby amended to read as follows:

Developer understands and acknowledges that CFD payments are made by City in two (2) annual installments, and that written accounting of CFD payments and Cash reimbursement payments described in Section 5(c)(iv) will be included with those installment payments.

Section 5 is further amended by the addition of the following subparagraphs:

(g) For purposes of Section 5 and reimbursement eligibility under the Agreement, “Property” shall include all parcels located in whole or in part within the CFD Reimbursement Area boundaries whether or not Developer holds or has held an ownership and/or beneficial interest therein.

(h) Notwithstanding anything to the contrary in the Agreement, reimbursement eligibility shall apply to all parcels located within the CFD Reimbursement Area depicted in Exhibit A-1 and listed in Exhibit A-2. Exhibits A-1 and A-2 shall be used to determine those parcels from which CFD 2011-01 special tax revenues will be used to make the reimbursement payments.

(i) CFD 2011-01 special tax revenues generated from parcels within the CFD Reimbursement Area, including parcels the Developer neither owns nor holds any beneficial interest in, shall be used for reimbursement to Developer in accordance with this Section.

(j) Given these amendments to the Agreement represented by this Amendment 01, and notwithstanding any contrary provisions of the Agreement, Developer shall no longer be required to document ownership or beneficial interest in parcels, and/or to provide notice or documentation to City regarding acquisition, transfer, or disposition of such interests, for purposes of determining eligibility for reimbursement from CFD 2011-01 special tax revenue generated within the CFD Reimbursement Area under this Amendment 01 and the Agreement.

3. **Exhibit A**

Exhibit A is hereby superseded and replaced in its entirety with the following:

- Attached Exhibit A-1: Depiction of CFD Reimbursement Area. Incorporated herein by reference.
- Attached Exhibit A-2: List of Parcels Within the CFD Reimbursement Area, incorporated herein by reference.

All parcels identified and depicted in Exhibit A-1 and Exhibit A-2 shall be included within the CFD Reimbursement Area for purposes of the Agreement and/or this Amendment 01.

Revised Exhibit A-2 is intended as a reference list of the current Assessor’s Parcel Numbers (“APNs”) located within the CFD Reimbursement Area and said APNs may be updated from time to time consistent with the boundaries depicted on Exhibit A-1 without requiring amendment to the Agreement and/or this Amendment 01.

Any future changes to APNs, parcel configurations, lot mergers, lot splits, subdivisions, or similar modifications affecting parcels located within the CFD Reimbursement Area shall not require further amendment to the Agreement and/or this Amendment 01, provided the affected parcels or portions thereof remain within the CFD Reimbursement Area boundaries shown on Exhibit A-1.

Future changes to the University District Specific Plan Area boundaries shall be construed as modification of the CFD Reimbursement Area boundaries for purposes of determining whether CFD 2011-01 special tax revenues are subject to the reimbursement obligation documented by the Agreement and this Amendment 01, and shall not require further amendment to the Agreement and/or this Amendment 01.

4. This Amendment 01 and the Agreement contain the entire agreement between the Parties with respect to the subject matter hereof, and they supersede all prior or contemporaneous agreements in connection with the subject matter. Nothing in this Amendment 01 relieves the Developer of its obligation to perform as required by the Agreement or any previous addendums or amendments unless expressly stated herein. No modification of this Amendment 01 or the Agreement shall be binding unless executed in writing by the Parties hereto. Except as expressly modified herein, the terms and provisions of the Agreement remain in full force and effect.

5. This Amendment 01 and other actions and documents related to the Agreement may be executed in any number of counterparts, each of which when executed and delivered will for all purposes be deemed to be an original, and all of which taken together will constitute one and the same document. The counterparts of this Amendment 01 and all other actions and documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. The parties agree that the electronic signature of a party to this Amendment 01 and any other actions and documents related to the Agreement, shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment 01. The parties agree that any electronically signed document (including this Amendment 01) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment 01 to be entered into as of the date first set forth above.

AGENCY:

City of San Marcos,
a chartered municipal corporation

DEVELOPER:

Urban Villages San Marcos, LLC
a California limited liability company

By: _____
Michelle Bender, City Manager
or delegated designee

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Helen Holmes Peak, City Attorney

By: _____
Name: _____

Title: _____

ATTEST:

By: _____
Phillip Scollick, City Clerk

***The signer(s), for all forms of business, shall provide evidence that the individual(s) signing the Agreement has full power to execute this Agreement and related documents on behalf of the Developer.**

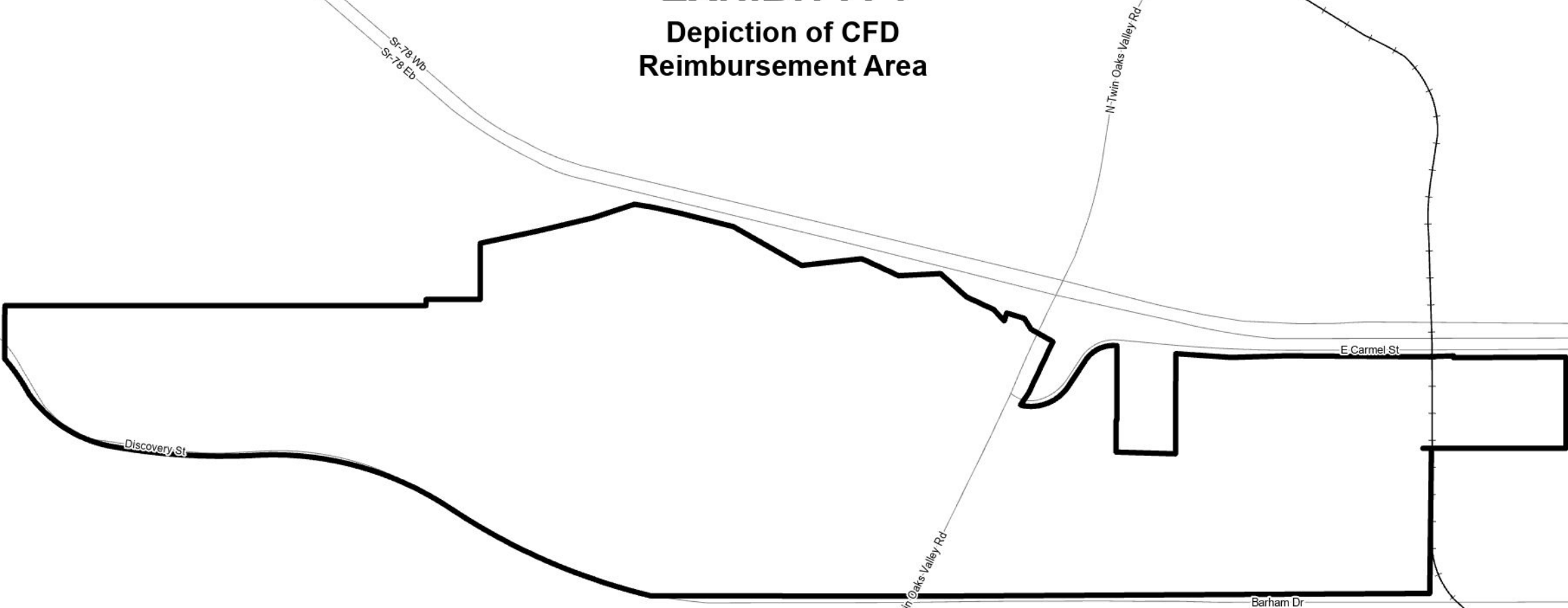
EXHIBIT A-1 and A-2

Exhibit A-1: Depiction of CFD Reimbursement Area

Exhibit A-2: List of Parcels Within the CFD Reimbursement Area

EXHIBIT A-1

Depiction of CFD Reimbursement Area



Legend
CFD Reimbursement Area

**Exhibit A-2
List of Parcels Within the CFD Reimbursement Area**

<u>APN</u>	<u>APN</u>	<u>APN</u>	<u>APN</u>
220-172-01-01	220-172-03-13	220-172-07-23	220-172-09-15
220-172-01-02	220-172-03-14	220-172-07-24	220-172-09-16
220-172-01-03	220-172-03-15	220-172-07-25	220-172-09-17
220-172-01-04	220-172-03-16	220-172-07-26	220-172-09-18
220-172-01-05	220-172-03-17	220-172-07-27	220-172-09-19
220-172-01-06	220-172-03-18	220-172-07-28	220-172-09-20
220-172-01-07	220-172-03-19	220-172-07-29	220-172-09-21
220-172-01-08	220-172-03-20	220-172-07-30	220-172-09-22
220-172-01-09	220-172-03-21	220-172-07-31	220-172-09-23
220-172-02-01	220-172-03-22	220-172-07-32	220-172-09-24
220-172-02-02	220-172-03-23	220-172-07-33	220-172-09-25
220-172-02-03	220-172-03-24	220-172-07-34	220-172-09-26
220-172-02-04	220-172-03-25	220-172-07-35	220-172-09-27
220-172-02-05	220-172-03-26	220-172-07-36	220-172-09-28
220-172-02-06	220-172-03-27	220-172-07-37	220-172-09-29
220-172-02-07	220-172-03-28	220-172-07-38	220-172-09-30
220-172-02-08	220-172-03-29	220-172-07-39	220-172-09-31
220-172-02-09	220-172-03-30	220-172-07-40	220-172-09-32
220-172-02-10	220-172-03-31	220-172-07-41	220-172-09-33
220-172-02-11	220-172-03-32	220-172-07-42	220-172-09-34
220-172-02-12	220-172-03-33	220-172-07-43	220-172-09-35
220-172-02-13	220-172-03-34	220-172-07-44	220-172-09-36
220-172-02-14	220-172-03-35	220-172-07-45	220-172-09-37
220-172-02-15	220-172-03-36	220-172-07-46	220-172-09-38
220-172-02-16	220-172-03-37	220-172-07-47	220-172-09-39
220-172-02-17	220-172-03-38	220-172-07-48	220-172-09-40
220-172-02-18	220-172-03-39	220-172-07-49	220-172-09-41
220-172-02-19	220-172-04-01	220-172-07-50	220-172-09-42
220-172-02-20	220-172-04-02	220-172-07-51	220-172-09-43
220-172-02-21	220-172-04-03	220-172-07-52	220-172-09-44
220-172-02-22	220-172-04-04	220-172-07-53	220-172-09-45
220-172-02-23	220-172-04-05	220-172-07-54	220-172-09-46
220-172-02-24	220-172-04-06	220-172-07-55	220-172-09-47
220-172-02-25	220-172-04-07	220-172-07-56	220-172-09-48
220-172-02-26	220-172-04-08	220-172-07-57	220-172-09-49
220-172-02-27	220-172-04-09	220-172-07-58	220-172-09-50
220-172-02-28	220-172-05-01	220-172-07-59	220-172-09-51
220-172-02-29	220-172-06-01	220-172-07-60	220-172-09-52
220-172-02-30	220-172-07-01	220-172-07-61	220-172-09-53
220-172-02-31	220-172-07-02	220-172-07-62	220-172-09-54
220-172-02-32	220-172-07-03	220-172-07-63	220-172-09-55
220-172-02-33	220-172-07-04	220-172-07-64	220-172-09-56
220-172-02-34	220-172-07-05	220-172-07-65	220-172-09-57
220-172-02-35	220-172-07-06	220-172-07-66	220-172-09-58
220-172-02-36	220-172-07-07	220-172-07-67	220-172-09-59
220-172-02-37	220-172-07-08	220-172-08-00	220-172-09-60
220-172-02-38	220-172-07-09	220-172-09-01	220-172-09-61
220-172-02-39	220-172-07-10	220-172-09-02	220-172-09-62
220-172-03-01	220-172-07-11	220-172-09-03	220-172-09-63
220-172-03-02	220-172-07-12	220-172-09-04	220-172-09-64
220-172-03-03	220-172-07-13	220-172-09-05	220-172-09-65
220-172-03-04	220-172-07-14	220-172-09-06	220-172-09-66
220-172-03-05	220-172-07-15	220-172-09-07	220-172-09-67
220-172-03-06	220-172-07-16	220-172-09-08	220-172-09-68
220-172-03-07	220-172-07-17	220-172-09-09	220-172-09-69
220-172-03-08	220-172-07-18	220-172-09-10	220-172-09-70
220-172-03-09	220-172-07-19	220-172-09-11	220-172-09-71
220-172-03-10	220-172-07-20	220-172-09-12	220-172-09-72
220-172-03-11	220-172-07-21	220-172-09-13	220-172-09-73
220-172-03-12	220-172-07-22	220-172-09-14	220-172-09-74

**Exhibit A-2
List of Parcels Within the CFD Reimbursement Area**

<u>APN</u>	<u>APN</u>	<u>APN</u>	<u>APN</u>
220-172-09-75	220-172-23-43	220-202-27-00	221-100-71-00
220-172-09-76	220-172-23-44	220-202-28-00	221-100-72-00
220-172-09-77	220-172-24-01	220-202-32-00	221-100-73-00
220-172-09-78	220-172-24-02	220-202-35-00	221-100-74-00
220-172-09-79	220-172-24-03	220-202-37-00	221-100-76-00
220-172-10-00	220-172-24-04	220-202-38-00	221-100-77-00
220-172-11-00	220-172-24-05	220-202-41-00	221-100-78-00
220-172-12-00	220-172-24-06	220-202-43-00	221-100-79-00
220-172-13-00	220-172-24-07	220-202-45-00	221-100-80-00
220-172-14-00	220-172-24-08	220-202-47-00	221-110-09-00
220-172-15-00	220-172-24-09	220-202-48-00	221-110-10-00
220-172-16-00	220-172-24-10	220-202-58-00	221-110-12-00
220-172-17-00	220-172-24-11	220-202-59-00	221-110-16-00
220-172-18-00	220-172-24-12	220-202-60-01	221-110-17-00
220-172-19-00	220-172-24-13	220-202-60-02	221-110-18-00
220-172-20-00	220-172-24-14	220-202-61-00	221-110-22-00
220-172-21-00	220-172-24-15	220-202-62-01	221-110-23-00
220-172-22-00	220-172-24-16	220-202-62-02	221-110-24-00
220-172-23-01	220-172-24-17	220-202-62-03	221-110-26-00
220-172-23-02	220-172-24-18	220-202-62-04	221-110-27-00
220-172-23-03	220-172-24-19	220-202-63-00	221-110-28-00
220-172-23-04	220-172-24-20	220-202-66-00	221-110-29-00
220-172-23-05	220-172-24-21	220-202-70-00	221-110-32-00
220-172-23-06	220-172-24-22	220-202-76-00	221-110-33-00
220-172-23-07	220-172-24-23	220-202-77-00	221-110-42-00
220-172-23-08	220-172-24-24	221-080-18-00	221-110-63-00
220-172-23-09	220-172-24-25	221-080-23-00	221-110-67-00
220-172-23-10	220-172-24-26	221-080-24-00	221-110-68-00
220-172-23-11	220-172-24-27	221-080-25-00	221-110-71-00
220-172-23-12	220-172-24-28	221-080-27-00	221-110-72-00
220-172-23-13	220-172-24-29	221-080-28-00	221-110-73-00
220-172-23-14	220-172-24-30	221-080-30-00	221-110-74-00
220-172-23-15	220-172-24-31	221-080-31-00	221-110-75-00
220-172-23-16	220-172-24-32	221-100-02-00	221-110-84-00
220-172-23-17	220-172-24-33	221-100-03-00	221-110-85-00
220-172-23-18	220-172-24-34	221-100-04-00	221-111-01-00
220-172-23-19	220-172-24-35	221-100-09-00	221-111-02-00
220-172-23-20	220-172-24-36	221-100-10-00	221-111-03-00
220-172-23-21	220-172-24-37	221-100-21-00	221-111-04-00
220-172-23-22	220-172-24-38	221-100-22-00	221-111-05-00
220-172-23-23	220-172-25-00	221-100-24-00	221-142-19-00
220-172-23-24	220-172-26-00	221-100-35-00	221-142-20-00
220-172-23-25	220-172-27-00	221-100-37-00	221-142-22-00
220-172-23-26	220-172-28-00	221-100-38-00	221-142-23-00
220-172-23-27	220-172-29-00	221-100-40-00	221-142-24-00
220-172-23-28	220-190-52-00	221-100-45-00	221-142-25-00
220-172-23-29	220-201-91-00	221-100-46-00	760-167-62-00
220-172-23-30	220-201-92-00	221-100-47-00	760-248-15-00
220-172-23-31	220-202-12-00	221-100-48-00	760-248-16-00
220-172-23-32	220-202-13-00	221-100-54-00	760-248-55-04
220-172-23-33	220-202-14-00	221-100-55-00	
220-172-23-34	220-202-15-00	221-100-56-00	
220-172-23-35	220-202-16-00	221-100-58-00	
220-172-23-36	220-202-17-00	221-100-59-00	
220-172-23-37	220-202-18-00	221-100-60-00	
220-172-23-38	220-202-19-00	221-100-61-00	
220-172-23-39	220-202-20-00	221-100-62-00	
220-172-23-40	220-202-21-00	221-100-63-00	
220-172-23-41	220-202-24-00	221-100-65-00	
220-172-23-42	220-202-26-00	221-100-66-00	