

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
ANNEXING PROPERTIES TO CITY OF MILPITAS COMMUNITY FACILITIES
DISTRICT NO. 2005-1**

The City Council of the City of Milpitas DOES RESOLVE as follows:

WHEREAS, on May 17, 2005 the City Council created by resolution the City of Milpitas Community Facilities District No. 2005-1 to fund Public Services (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq.; and

WHEREAS, a Special Tax shall be levied on all Assessor's Parcels of Residential Property in City of Milpitas Community Facilities District No. 2005-1 (Public Services) ("CFD No. 2005-1"), and collected each Fiscal Year commencing in Fiscal Year 2005-06, in an amount determined by the Council through the application of the appropriate Special Tax, as described in the Attached Exhibit B to this resolution. All of the real property in CFD No. 2005-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner provided.

WHEREAS, the City Council provided for the future annexation of certain territory to the District to be included in CFD No. 2005-1; and

WHEREAS, the developers of several residential developments and subdivisions (the "Project") as part of each Project's conditions of approval and/or Development Agreements and subsequent agreements with the City, have agreed to annex certain properties to the District pursuant to the formation of the District, as shown on the map labeled Exhibit A attached hereto; and

WHEREAS, the City has prepared for recordation an amendment to the notice of special tax lien, which includes the resolution, description, a map and a description of the rate and method of apportionment of the special tax for the District, a copy of which is attached hereto and fully incorporated herein as Exhibit B.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Milpitas as follows:

Section 1. Findings and Determinations

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. Direction

A. The City Council hereby confirms the annexation of Calaveras Country Estates Tract 9891 (properties), as shown on Exhibit A attached hereto, to City of Milpitas Community Facilities District 2005-1 (Public Services); and

B. The City Engineer is hereby directed to include Calaveras Country Estates (properties) to the assessment set forth in the engineer's report prepared for the District's fiscal year 2006-2007 annual assessment. In no event shall the annual per-lot assessment exceed the maximum amount authorized by the Fiscal Year 2006-2007 Engineer's Report for the District.

Section 3. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 4.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Steven T. Mattas, City Attorney

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING
COMMUNITY FACILITIES DISTRICT
CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)**

TO: CITY COUNCIL OF THE CITY OF MILPITAS IN ITS CAPACITY AS THE LEGISLATIVE
BODY OF THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the "Owner"), or the duly authorized representative of the Owner, of the real property as described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is: **Calaveras Country Estates LLC**
 A California Limited Liability Company

2. The Owner is aware of and understands the following:
 - A. The City of Milpitas has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) (the "District") to finance the increased demand for public services (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2005-01 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2005-1 before the CFD was created and such Services may not supplant services already available within CFD 2005-1 when the CFD was created.
For a full and complete description of the public services, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.
 - B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the District. On May 17, 2005, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be

annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in **Exhibit B** to pay for the authorized Public Services.

EXECUTED this ____ day of _____, 2007, in _____, California.

Calaveras Country Estates LLC
A California Limited Liability Company

(Signature) (Type or Print name of signor)

(Signature) (Type or Print name of signor)

Note:

1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA (COUNTY
OF SANTA CLARA) ss.

On _____, before me, _____, Notary Public,
personally appeared _____, personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the
instrument, the person(s) or the entity (ies) upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Notary Public (This area for official notaries seal)

EXHIBIT A

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING
COMMUNITY FACILITIES DISTRICT**

CITY OF MILPITAS

**COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)**

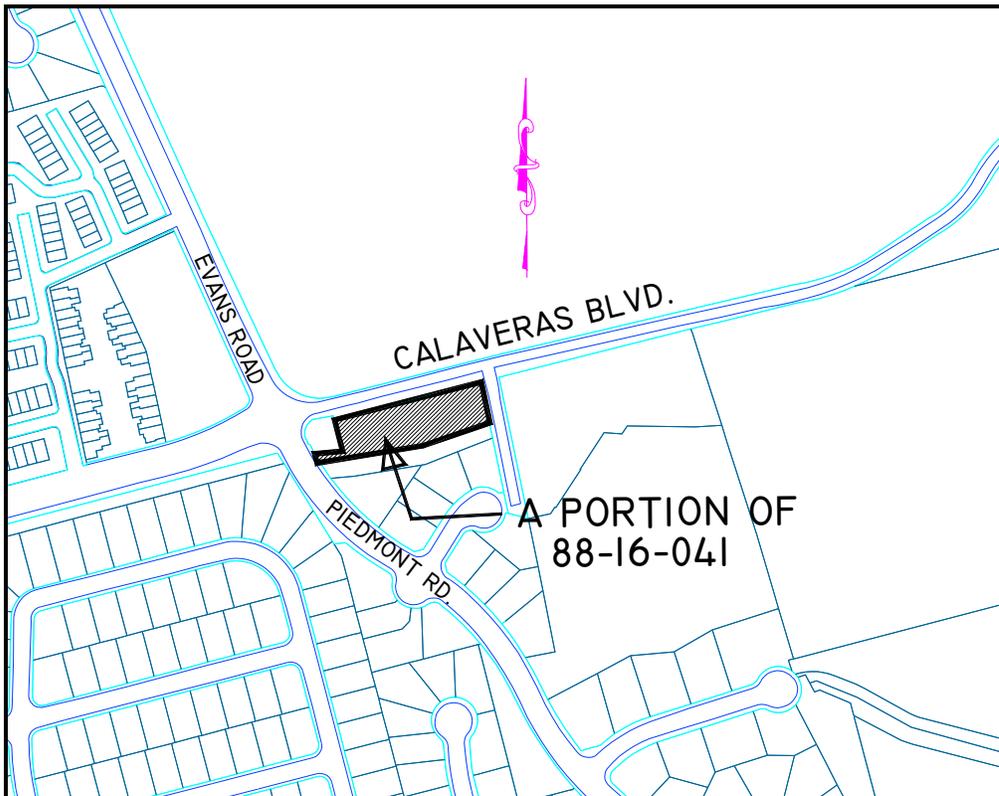
ANNEXATION NO. 7

Assessor's Parcel No.

A Portion of 88-16-041

Name of the Owner

Calaveras Country Estates LLC
A California Limited Liability Company



REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

CITY OF MILPITAS

**COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)**

ANNEXATION NO. 7

The undersigned is the duly appointed CITY CLERK for the proceedings relating to the annexation of property to the District.

On the _____ day of _____, 2007, at MILPITAS, California.

CITY CLERK
CITY OF MILPITAS
STATE OF CALIFORNIA

EXHIBIT B

CITY OF MILPITAS

COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Residential Property in City of Milpitas Community Facilities District No. 2005-1 (Public Services) ("CFD No. 2005-1"), and collected each Fiscal Year commencing in Fiscal Year 2005-06, in an amount determined by the Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2005-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2005-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2005-1 or any designee thereof of complying with City, CFD No. 2005-1 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2005-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2005-1 for any other administrative purposes of CFD No. 2005-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Affordable Housing" means any Dwelling Units located on Residential Property that are subject to deed restrictions, resale restrictions and/or regulatory agreements recorded on the property that provide housing for persons that meet the Low, Very Low, and/or Extremely Very Low income levels pursuant to, as applicable, California Health & Safety Code Sections 50093, 50079.5, 50105, or 50106. The Fiscal Year after the January 1 following the termination of the agreement containing covenants or similar instrument, a Dwelling Unit shall no longer be considered Affordable Housing.

"Assessor's Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Certificate of Occupancy" means a certificate issued by the City that authorizes the actual occupancy of a Dwelling Unit for habitation by one or more residents.

"CFD Administrator" means an official of the City, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2005-1" means City of Milpitas Community Facilities District No. 2005-1 (Public Services).

"City" means the City of Milpitas.

"Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco-Oakland-San Jose Area, measured as of the month of February in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco-Oakland-San Jose Area.

"Council" means the City Council of the City, acting as the legislative body of CFD No. 2005-1.

"County" means the County of Santa Clara.

"County Median Income" means the current median income for the County of Santa Clara as determined by the U.S. Department of Housing and Urban Development.

"Developed Property" means, for each Fiscal Year, all Assessor's Parcels of Residential and Non-Residential Property for which a Certificate of Occupancy, or equivalent certificate, was issued before February 1 of the prior Fiscal Year, but not earlier than February 1, 2005.

"Dwelling Unit" means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one family and its guests, with sanitary facilities and one kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

"Extremely Low-Income Affordable Housing" means Affordable Housing suitable for households with incomes at or below 30% of the County Median Income.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means the land use class into which an Assessor's Parcel of Residential Property has been assigned.

"Low-Income Affordable Housing" means Affordable Housing suitable for households with incomes at or below 80% of the County Median Income.

"Maximum Special Tax" means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor's Parcel of Residential Property.

"Market-Priced Residential Property" means Residential Property not classified as Affordable Housing.

"Non-Residential Property" means, for each Fiscal Year, any Assessor's Parcel of Developed Property which is not a Residential Property.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2005-1 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association.

"Proportionately" means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Residential Property.

"Public Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2005-1 that is owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2005-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Property" means, for each Fiscal Year, any Assessor's Parcel of Developed Property for which a Certificate of Occupancy has been issued for purposes of allowing residents to inhabit one or more residential Dwelling Units.

"Services" means services that CFD No. 2005-1 is authorized to fund. CFD No. 2005-1 shall finance Services only to the extent that they are in addition to those provided in the territory of CFD No. 2005-1 before CFD No. 2005-1 was created and such Services may not supplant services already available within CFD No. 2005-1 when CFD No. 2005-1 was created.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Residential Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount to be collected in any Fiscal Year for CFD No. 2005-1 to pay for certain costs as required to meet the needs of CFD No. 2005-1 in that Fiscal Year. The costs to be covered shall be the costs of (i) Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator.

"State" means the State of California.

"Undeveloped Property" means, for each Fiscal Year, all property not classified as Residential Property, Non-Residential Property, Public Property, or Property Owner Association Property.

"Very Low-Income Affordable Housing" means Affordable Housing suitable for households with incomes at or below 50% of the County Median Income.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor's Parcels, as applicable within CFD No. 2005-1, shall be classified as Residential Property, Non-Residential Property, Undeveloped Property, Public Property, or Property Owner Association Property. However, only Residential Property shall be subject to annual Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Residential Property shall be assigned to Land Use Classes 1-4, as listed in Table 1, below.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Taxes for Fiscal Year 2005-06 for Residential Property are shown below in Table 1, based on the Land Use Class in which such Residential Property has been assigned. Under no circumstances shall a Special Tax be levied on Non-Residential Property, or for renovations to an existing Dwelling Unit located on Residential Property.

TABLE 1

**Maximum Special Taxes for Developed Property
For Fiscal Year 2005-06
Community Facilities District No. 2005-1**

Land Use Class	Land Use Type	Maximum Special Tax Per Dwelling Unit
1	Market-Priced Residential Property	\$310.61 per Dwelling Unit
2	Low- Income Affordable Housing	\$248.48 per Dwelling Unit
3	Very Low-Income Affordable Housing	\$155.30 per Dwelling Unit
4	Extremely Low-Income Affordable Housing	\$0.00 per Dwelling Unit

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2006, the Maximum Special Taxes set forth above shall be increased annually by the greater of the change in the San Francisco-Oakland-San Jose Area Urban Consumer Price Index during the twelve months prior to February of the previous Fiscal Year, or two percent (2%).

2. **Undeveloped Property, Non-Residential Property, Public Property or Property Owner Association Property**

No Special Taxes shall be levied on Undeveloped Property, Non-Residential Property, Property Owner Association Property, Public Property or Residential Property assigned to Land Use Class 4.

D. **METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2005-06 and for each following Fiscal Year, the Council or its designee shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Residential Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

No Special Tax shall be levied on Undeveloped Property, Non-Residential Property, Public Property, Property Owner Association Property or Residential Property assigned to Land Use Class 4. However, should an Assessor's Parcel no longer be classified as Non-Residential Property, Public Property, Property Owner Association Property, or Residential Property assigned to Land Use Class 4, such Assessor's Parcel, if reclassified as Residential Property assigned to Land Use Classes 1, 2 or 3, shall be subject to the Special Tax. Furthermore, an Assessor's Parcel of Residential Property assigned to Land Use Classes 1, 2 or 3, if reclassified as belonging to a different Land Use Class, shall be subject to the Special Tax associated with its new Land Use Class.

Furthermore, no Special Tax shall be levied on the portion of Santa Clara County Assessor's Parcel Number 086-050-09 encompassed by the metes and bounds listed on Attachment 1.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The decision by the Council shall be final. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2005-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. In particular, the Special Tax for Affordable Housing may be collected off of the tax roll, to facilitate payment of the Special Tax by a party other than the property owner.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement.

**ATTACHMENT 1
LEGAL DESCRIPTION**

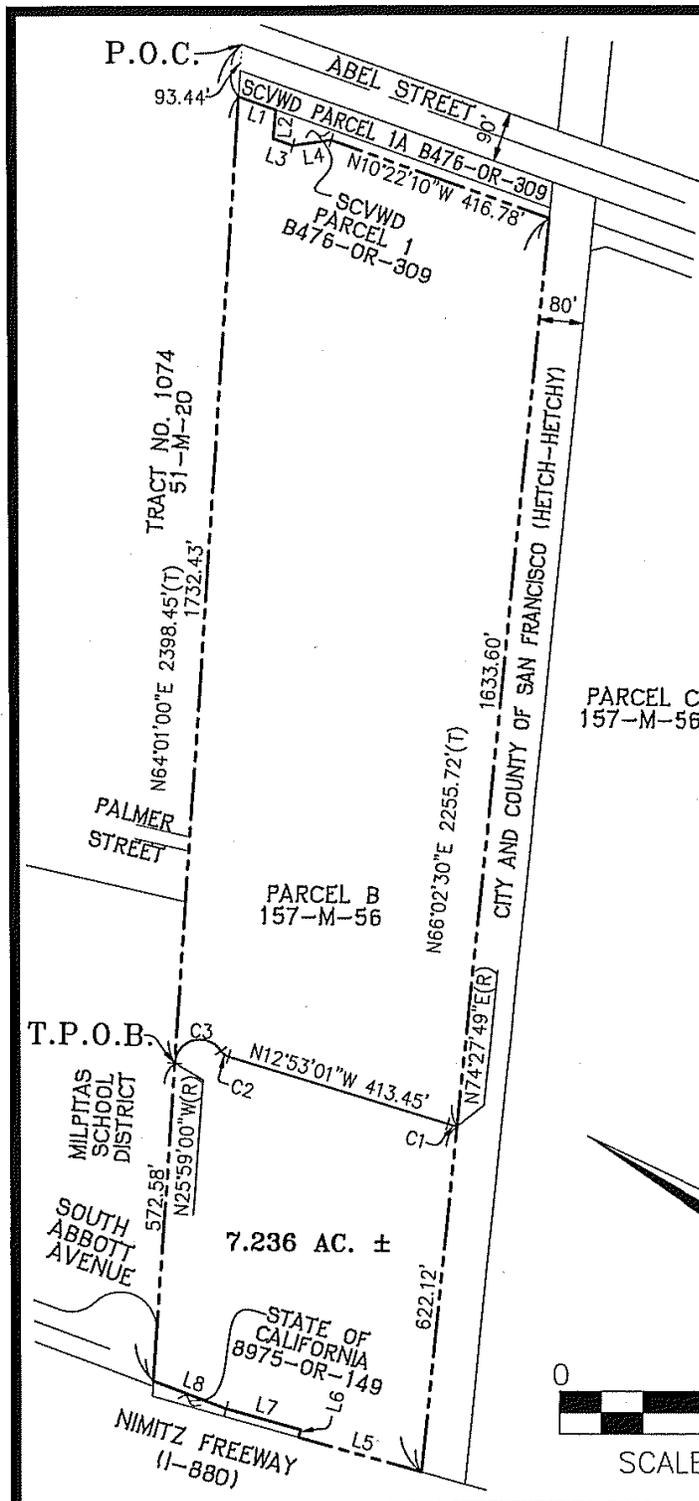
All that real property situated in the City of Milpitas, County of Santa Clara, State of California, described as follows:

A portion of "Parcel B", as said Parcel is shown on that certain Record of Survey Map filed March 7, 1963, for record in Book 157 of Maps, at Page 56, Santa Clara County Records, being more particularly described as follows:

Commencing at the point of intersection of the centerline of Abel Street, 90.00 feet wide, as shown on said Map, with the prolongation of the northerly line of "Parcel B", as shown on said Map; thence running along said northerly line and the prolongation thereof

- a.) S64°01'00"W, a distance of 1,825.87 feet to the **TRUE POINT OF BEGINNING**; said point also being the beginning of a curve to the right, from which the radius point bears S25°59'00"E, a radial distance of 45.50 feet; thence leaving said northerly line
- 1.) Easterly and Southerly along said curve to the right, through a central angle of 142°55'16", a distance of 113.50 feet; to the beginning of a reverse curve to the left having a radius of 25.00 feet; thence
- 2.) Southerly along said curve, through a central angle of 39°49'17", a distance of 17.38 feet; thence
- 3.) S12°53'01"E, a distance of 413.45 feet to the beginning of a curve to the left having a radius of 370.00 feet; thence
- 4.) Southeasterly along said curve, through a central angle of 2°39'10", a distance of 17.13 feet to the southerly line of said "Parcel B", thence along said southerly line
- 5.) S66°02'30"W, a distance of 622.12 feet to the westerly line of said "Parcel B", said line also being the easterly line of State Highway "Interstate 880"; thence leaving said southerly line and running along said westerly and easterly line
- 6.) N14°19'57"W, a distance of 229.41 feet to the southerly line of the Lands of the State of California as described in the deed recorded July 3, 1970 in Book 8975, Page 149, Official Records of Santa Clara County, California; thence running along said southerly line
- 7.) N75°40'03"E, a distance of 14.00 feet to the easterly line of said Lands of the State of California; thence leaving said southerly line and running along said easterly line
- 8.) N14°19'57"W, a distance of 140.47 feet; thence continuing along said easterly line
- 9.) N09°27'34"W, a distance of 139.91 feet to the northerly line of said "Parcel B"; thence leaving said easterly line and running along said northerly line
- 10.) N64°01'00"E, a distance of 572.58 feet to the **TRUE POINT OF BEGINNING**.

Containing 315,187.25 square feet or 7.2357 acres, more or less.

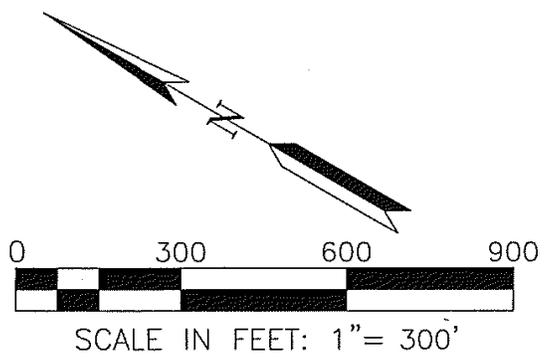


LEGEND

- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- PROPERTY BOUNDARY LINE
- - - CENTERLINE
- ==== EXISTING LOT LINE
- ==== NEW LOT LINE
- TIE LINE
- (T) TOTAL DIMENSION
- (R) RADIAL BEARING

LINE TABLE		
LINE	BEARING	DIST
L1	N10°22'10"W	71.49'
L2	N65°03'23"E	51.66'
L3	N10°22'10"W	37.00'
L4	N37°40'08"W	69.77'
L5	N14°19'57"W	229.41'
L6	N75°40'03"E	14.00'
L7	N14°19'57"W	140.47'
L8	N09°27'34"W	139.91'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	17.13'	370.00'	2°39'10"
C2	17.38'	25.00'	39°49'17"
C3	113.50'	45.50'	142°55'16"



ATTACHMENT 1
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
 A PORTION OF PARCEL B
 BOOK 157 OF MAPS, PAGE 56
 RECORDS OF SANTA CLARA COUNTY, CALIFORNIA
 CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA

PAGE 2 OF 2

Ruggeri - Jensen & Associates
 ENGINEERS • PLANNERS • SURVEYORS
 8055 CAMINO ARROYO • GILROY, CA 95020
 PHONE: (408) 848-0300 • FAX: (408) 848-0302

SCALE: 1" = 300'	DATE: 3-14-2005	JOB NO.: 032011
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Subdivider: Calaveras Country Estates, LLC

Project Name: Calaveras Country Estates

File No.: 100.01.221

Private Job Account No.: 3179

Improvement Plan No.: 2-1071

Tract/Parcel Map No.: 9891

Council Approval Date: _____

Completion Period: _____

CITY OF MILPITAS

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2007, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and **Calaveras Country Estates, LLC, a California Limited Liability Company** (hereafter referred to as "SUBDIVIDER"):

R E C I T A L S

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated **Tract No. 9891**.
- B. Said map shows certain easements which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the **Improvement Plan No. 2-1071**, consisting of **10** sheets and specifications approved by said City Council on, including setting survey monuments and identified by Project/Agency Fund Account No. **3179** (hereby referred to and made a part hereof the same as if set forth at length herein).
2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.
4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. SUBDIVIDER agrees that it will carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to the _____, Developer and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

Developer shall, and hereby agrees to indemnify, defend (with counsel approved by City/Agency), protect and hold harmless the Indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Agency, City or Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Agency and City do not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Agency or City, or Developer's deposit with Agency of any of the insurance policies described in this Agreement.

6. All said improvements shall be completed and ready for final inspection by the City Engineer within **18** months of the date of execution of this Agreement or prior to City issuance of Occupancy Permit Final inspection of the last residential building, whichever occurs first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
7. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **three-hundred thousand dollars (\$300,000.00)**, conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.
8. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
9. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **three-hundred thousand dollars (\$300,000.00)**, inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
10. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
11. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
12. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1000,000 for each person and \$1,000,000 for each occurrence and \$1000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of

cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.

13. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:

a) In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.

14. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.

15. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 3179 for this purpose with additional deposits as required by CITY.

A. Fees to be paid upon execution of this agreement:

a)	Plan-check and Inspection (Partial Deposit) (10% of Construction Costs Estimate)	(PJ3179-13-2500)	<u>\$20,000.00</u>
b)	Right-of-Way Reimbursement Fee	(310-3614-XXXX50)	<u>N/A</u>
c)	<u>Traffic Impact Fee</u>	(100-3718)	<u>\$15,000.00</u>
		Sub-total	\$35,000.00

B. Fees to be paid at the time of building permit issuance:

a)	Water Connection Fee (5 SFR @ \$1,910.00 per unit)	(402-3715)	<u>\$9,550.00</u>
----	---	------------	-------------------

b) Potable Water Meter Fee (1" meters- 5 total)	(400-3662)	<u>\$1,002.00</u>
c) Recycled Water Meter Fee	(406-3622)	<u>N/A</u>
d) Sanitary Sewer Connection Fee (5 SFR @ \$1,908.00 per unit)	(452-3715)	<u>\$9,540.00</u>
e) Sewer Treatment Plant Fee (5 SFR units @ \$880.00 per unit)	(452-3714)	<u>\$4,400.00</u>
f) Sewer Bypass Benefit Fund	(HA1320-2500)	<u>N/A</u>
g) Storm Drain Connection Fee	(340-3711)	<u>\$5,500.00</u>
h) Parksite Fee		
1. Park Dedication In-Lieu Fee	(320-3712)	<u>\$212,700.00</u>
2. PUD Park Fee	(320-3712)	<u>N/A</u>
i) Permitting Automation Fee	(PAF-505-3601)	<u>\$750.00</u>
	Sub-total	<u>\$243,442.00</u>
	Total	<u>\$278,442.00</u>

16. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.
17. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay the outstanding balance of the project's private job account or shall be refunded the difference between the amount of City costs and expenses in each instance and the amount of said remittance.
18. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that he will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
19. City will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
20. SUBDIVIDER hereby irrevocably offers to convey title of the water and sanitary sewer mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
21. SUBDIVIDER agrees to comply with all requirements set forth on **Exhibit "A"** (attached hereto, hereby

referred to and made a part hereof).

22. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
23. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
25. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
26. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

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

*Signed and Sealed this _____ day of _____, 2007.

CITY OF MILPITAS

By: _____
City Manager

** Attach proper acknowledgment.

Calaveras Country Estates, LLC, a California Limited Liability Company
Subdivider

Subdivider's Capacity

APPROVED AS TO FORM THIS

_____ day of _____, 2007

**By: _____

By: _____
Assistant City Attorney

Typed Name and Capacity/Title

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2007

**By: _____

By: _____
City Engineer

Typed Name and Capacity/Title

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and attach proper acknowledgment.

EXHIBIT "A"

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees prior to Building Permit issuance.
2. The Subdivider agrees to pay to the City an in-lieu Park Fee of \$212,700.00, at the time of building permit issuance.
3. The Subdivider agrees to pay to the City a Traffic Impact Fee of \$15,000.00, upon execution of this Agreement.
4. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.
5. The Subdivider agrees to execute a petition to annex and establish, with respect to the property, the Special taxes levied by a Community Facility District (CFD) for the purpose of maintaining the public services, upon execution of this Agreement.
6. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

Principal: _____
Project Name: Calaveras Country Estates

Project No. 3179
Bond No. _____

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Calaveras Country Estates as shown on Improvement Plans 2-1071.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force an effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of **three-hundred thousand dollars (\$300,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2007.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2007.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2007.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Principal: _____
Project Name: Calaveras Country Estates

Project No. 3179
Bond No. _____

**CITY OF MILPITAS
LABOR AND MATERIALS BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Calaveras Country Estates as shown on Improvement Plans 2-1071.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement in the sum of **three-hundred thousand dollars (\$300,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2007.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2007.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2007.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Principal: _____
Project Name: Calaveras Country Estates

Project No. 3179
Bond No. _____

**CITY OF MILPITAS
SURVEY MONUMENTATION BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to install and complete certain designated public improvements, including setting of survey monuments by an engineer or surveyor prior to a certain date.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force an effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, and that Engineer or Surveyor, who set said survey monuments in the penal sum of **five thousand dollars (\$5,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2007.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____

SURETY: _____

BY: _____
(write name)

BY: _____
(write name)

BY: _____
(type name and office)

BY: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2007.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2007.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

Project Name: Calaveras Country Estates

CITY OF MILPITAS

**CERTIFICATE RELATING TO WORKER'S COMPENSATION
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

(Subdivision)

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under agreement with the City of Milpitas. (Check one of he following):

_____ Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____ at _____.
(Date) (City)

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE: 277-1265.

Project Name: Calaveras Country Estates

CITY OF MILPITAS
CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

Pursuant to California Labor Code Section 3800, the undersigned Insurer certifies that it is an admitted Worker's Compensation Insurer, that it has issued a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner (bearing policy number _____) to _____ in connection with the above project, title and subdivider. Said policy is now in full force and effect and the full deposit premium has been paid. At least 10 days advance notice of the cancellation of said policy will be given to the City of Milpitas. The expiration date on said policy is _____.

Dated: _____

INSURANCE COMPANY

AUTHORIZED REPRESENTATIVE (Signature)

Address: _____

AUTHORIZED REPRESENTATIVE (Type Name)

Address: _____

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the _____ day of _____, 2007. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this _____ day of _____, 2007.

(Sign)

(Type Name)

Project Name: Calaveras Country Estates

CERTIFICATE OF GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

The undersigned insurance company certifies to the City of Milpitas, California, that it has issued a general public liability insurance policy, policy number _____ to _____ in connection with a work of improvement generally described as Street and underground improvement on _____. The policy names the City of Milpitas, its officers and employees (as additional insured) and insures said City, officers and employees against liability arising out of activities, including but not limited to, coverage for all work performed by or on behalf of permittee, products and completed operations of the permittee; the premises owned, occupied or used by the permittee; or automobiles owned, leased, hired or borrowed by the permittee in the following minimum amounts and for the following periods:

<u>COVERAGE</u>	<u>POLICY NUMBER</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
(1) Bodily Injury			\$1,000,000 each person) \$1,000,000 each occurrence))*
(2) Property Damage			\$1,000,000 each occurrence) \$1,000,000 aggregate)

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Insurance Company

Authorized Signature (Sign)

Authorized Signature (Type)

Address of Signatory:

If project involves less than \$50,000, City will accept \$300,000/\$50,000

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer.
Executed at _____, California, on the _____ day of _____, 2007. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of
_____, 2007.

(Sign)

(Type Name)

** If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2007, by _____

OWNER'S STATEMENT

We hereby state that we are the owners of or have some right, title, or interest in and to the real property included within the subdivision shown hereon; that we are the only persons whose consent is necessary to pass a clear title to said real property; that we consent to the making and recording of this subdivision map as shown within the distinctive boundary line.

We hereby offer for dedication to City of Milpitas for public use for operation, alteration, relocation, maintenance, repair and replacement of all public service facilities and their appurtenances, over, under, along and across the following:

- 1. Lot A for street and public utility purposes.
2. Easement B for public service utility easement purposes (PSUE).

The above mentioned easement (PSUE) shall remain open and free from buildings and structures of any kind except public service and public utility structures and their appurtenances, irrigation systems and their appurtenances and lawful fences. Unobstructed continuous access shall be maintained at all times.

We also hereby retain for the private use of the lot owners within this subdivision, their licenses, visitors and tenants with maintenance thereof by their lot owners the following:

- 1. Easement C for private storm drain easement purposes (PSDE).

AS OWNERS: CALAVERAS COUNTRY ESTATES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: SYLVIA LEUNG DATE:

BY: BEATRICE LAU DATE:

BY: KELLY ROSE DATE:

AS BENEFICIARY:

BY: ALICE HUANG EXECUTIVE VICE PRESIDENT FAR EAST NATIONAL BANK DATE:

OWNER'S ACKNOWLEDGMENT

State of California County of Santa Clara On before me, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand.

Notary's Signature

Notary's Printed Name

Notary's Principal County of Business

Notary's Commission Number

Notary's Commission Expires

RECORDER'S STATEMENT

Filed this day of 20, at m. in Book of Maps at Pages, series numbers, at the request of LC Engineering.

Fee REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER

BY: DEPUTY

OWNER'S ACKNOWLEDGMENT

State of California County of Santa Clara On before me, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand.

Notary's Signature

Notary's Printed Name

Notary's Principal County of Business

Notary's Commission Number

Notary's Commission Expires

OWNER'S ACKNOWLEDGMENT

State of California County of Santa Clara On before me, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand.

Notary's Signature

Notary's Printed Name

Notary's Principal County of Business

Notary's Commission Number

Notary's Commission Expires

BENEFICIARY'S ACKNOWLEDGMENT

State of California County of On before me, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand.

Notary's Signature

Notary's Printed Name

Notary's Principal County of Business

Notary's Commission Number

Notary's Commission Expires

SURVEYOR'S STATEMENT:

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act at the request of Calaveras Country Estates, LLC on October 2006. I hereby state that this final map complies with final map procedures of the City of Milpitas and that this final map conforms to the approved tentative map and the conditions of approval thereof which were required to be fulfilled prior to the filing of the final map, and it is technically correct. Monuments are of the character shown or will be set within one year of filing date of this tract map.



SIGNED: TOM H. MILO, LS NO. 6438 LICENSE EXPIRES 12/31/08

7/12/08 DATE

CITY ENGINEER'S STATEMENT:

I hereby state that I have examined the herein map; that the subdivision as shown therein is substantially the same as it appeared on the tentative map and any approved alterations thereof; that this subdivision complies with provisions of the Subdivision Map Act and local ordinances, applicable at the time of approval of the tentative map.

SIGNED: GREG ARMENDARIZ CITY ENGINEER, CITY OF MILPITAS RCE NO. 40283, EXPIRATION DATE DECEMBER 31, 2008

DATE

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined the herein map and that I am satisfied that said map is technically correct.

SIGNED: MICHAEL K. COOPER ACTING CITY SURVEYOR, CITY OF MILPITAS HARRIS & ASSOCIATES RCE NO. 29072, EXPIRATION DATE MARCH 31, 2009

DATE

CITY CLERK'S CERTIFICATE

I, Mary Lavelle, City Clerk of the City of Milpitas, California, hereby certify that said City Council as governing body of said city at a regular meeting held on 2007, has taken the following actions:

- 1. Approved this Tract Map No. 9891.
2. Accepted, subject to improvement, on behalf of the public those parcels of land offered for dedication for public use in conformity with the terms of offer of dedication to wit:
1. Lot A for street and public utility purposes.
2. Easement B for public service utility easement purposes (PSUE).

MARY LAVELLE, CITY CLERK, CITY OF MILPITAS

DATE

TRACT MAP NO. 9891

A FIVE LOT SUBDIVISION BEING ALL OF THAT REAL AND CERTAIN PROPERTY SHOWN AS PARCEL 1 OF THE AMENDED PARCEL MAP FILED IN BOOK 631 OF MAPS AT PAGES 47 AND 48 SANTA CLARA COUNTY RECORDS CITY OF MILPITAS COUNTY OF SANTA CLARA CALIFORNIA

JUNE 2007

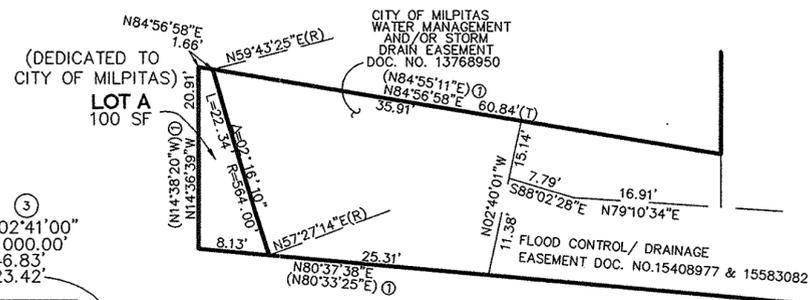
LC ENGINEERING



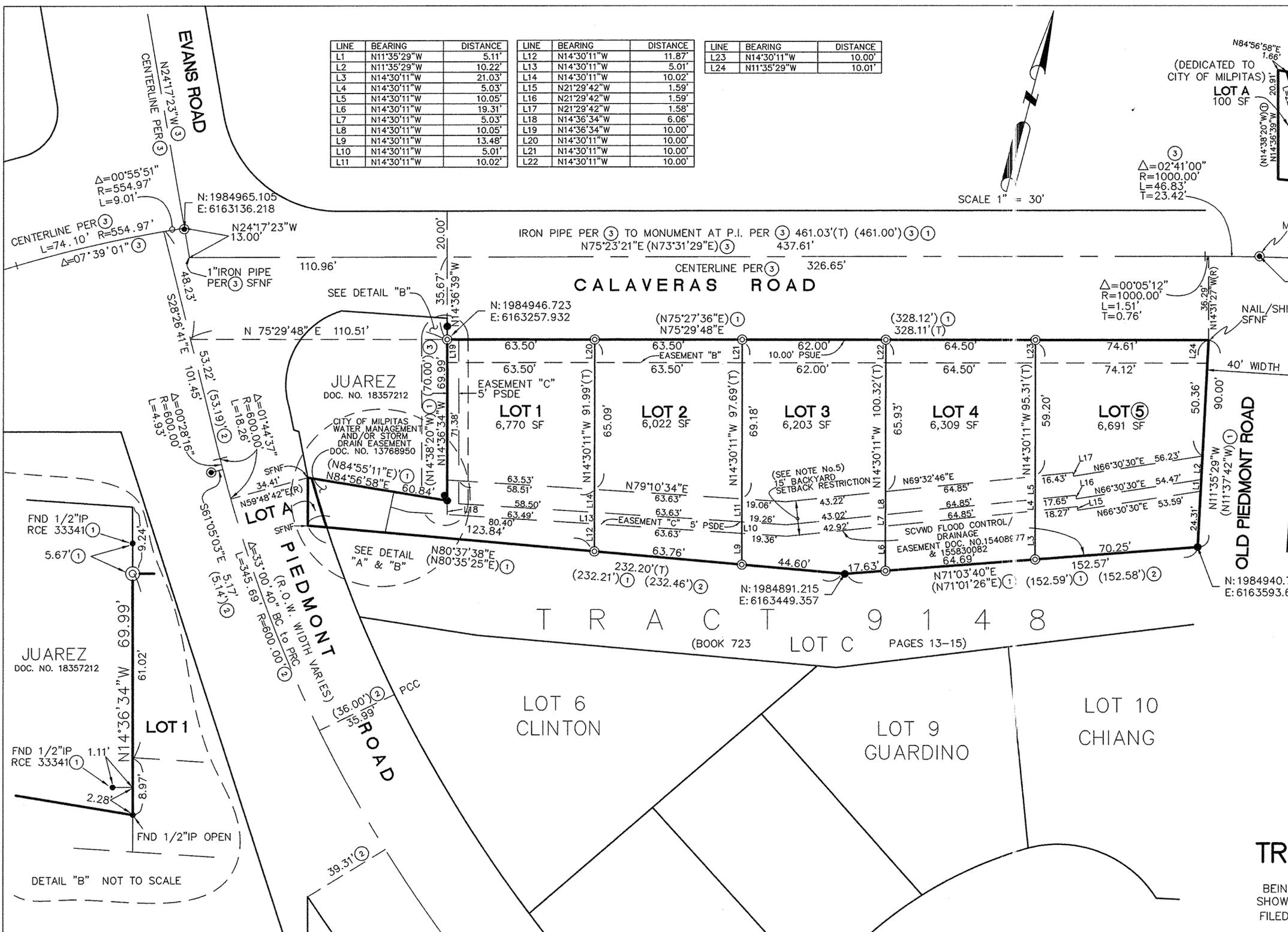
2118 Walsh Avenue Suite 120 Santa Clara, CA 95051 Phone: (408) 806-7187 Fax: (408) 243-5072

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N11°35'29"W	5.11'	L12	N14°30'11"W	11.87'	L23	N14°30'11"W	10.00'
L2	N11°35'29"W	10.22'	L13	N14°30'11"W	5.01'	L24	N11°35'29"W	10.01'
L3	N14°30'11"W	21.03'	L14	N14°30'11"W	10.02'			
L4	N14°30'11"W	5.03'	L15	N21°29'42"W	1.59'			
L5	N14°30'11"W	10.05'	L16	N21°29'42"W	1.59'			
L6	N14°30'11"W	19.31'	L17	N21°29'42"W	1.58'			
L7	N14°30'11"W	5.03'	L18	N14°36'34"W	6.06'			
L8	N14°30'11"W	10.05'	L19	N14°36'34"W	10.00'			
L9	N14°30'11"W	13.48'	L20	N14°30'11"W	10.00'			
L10	N14°30'11"W	5.01'	L21	N14°30'11"W	10.00'			
L11	N14°30'11"W	10.02'	L22	N14°30'11"W	10.00'			

DETAIL "A" NOT TO SCALE

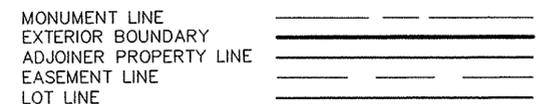


SCALE 1" = 30'



LEGEND

- FOUND STANDARD CITY MONUMENT
- BRASS DISK WITH PUNCH
- FOUND IRON PIPE AS NOTED
- SET 5/8" RE-BAR LS 6438
- SFNF SEARCHED FOR, NOT FOUND
- M-M MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL DIMENSION
- () RECORD DATA
- SCVWD SANTA CLARA VALLEY WATER DISTRICT
- PSUE PUBLIC SERVICE UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- ① REFERENCE MAP
- ② ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF



REFERENCES

- ① AMENDED PARCEL MAP, BOOK 631 MAPS PAGE 47-48
- ② TRACT 9148 PIEDMONT/237, BOOK 723 MAPS PAGE 13-15
- ③ RECORD OF SURVEY, BOOK 702 MAPS PAGE 12-19

TRACT MAP NO. 9891

A FIVE LOT SUBDIVISION
 BEING ALL OF THAT REAL AND CERTAIN PROPERTY
 SHOWN AS PARCEL 1 OF THE AMENDED PARCEL MAP
 FILED IN BOOK 631 OF MAPS AT PAGES 47 AND 48
 SANTA CLARA COUNTY RECORDS
 CITY OF MILPITAS COUNTY OF SANTA CLARA CALIFORNIA

JUNE 2007

LC ENGINEERING



2118 Walsh Avenue Suite 120
 Santa Clara, CA 95051
 Phone: (408) 806-7187
 Fax: (408) 243-5072

BASIS OF BEARINGS

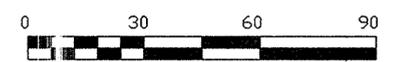
THE CALCULATED GRID BEARING OF S75°29'03"W BETWEEN CITY OF MILPITAS MONUMENTS "CAL-TEM" AND "CAL-PV" AS PUBLISHED IN THE CITY OF MILPITAS ENGINEERING DIVISION BENCHMARK SYSTEM, DATED FEBRUARY 21, 2002.

THE VALUES OF "CAL-TEM" AND "CAL-PV" ARE:
 NORTHING EASTING
 "CAL-TEM" 1984670.012 6162188.906
 "CAL-PV" 1984042.675 6159765.947

"CAL-TEM" TO "CAL-PV" - S75°29'03"W - 2502.854'

NOTES:

1. ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
2. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. COORDINATES, BEARINGS, AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.000054501 TO OBTAIN GROUND LEVEL DISTANCES.
4. REFERENCE MAPS HAVE BEEN CONVERTED TO GRID DISTANCES AND ROTATED TO GRID BEARINGS.
5. THERE IS A 15-FOOT WIDE BACKYARD SETBACK RESTRICTION AREA SHOWN ON THIS MAP. NO PERMANENT STRUCTURES SUCH AS BUILDINGS, POOLS, STORAGE SHED AND OTHER STRUCTURES WILL BE PERMITTED WITHIN THIS RESTRICTED AREA.
6. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR WATER PIPE AND WATER RIGHT, RECORDED ON SEPTEMBER 19, 1903, BOOK 270 OF DEEDS, PAGE 6. THE EXACT LOCATION AND/OR EXTENT OF SAID EASEMENT IS NOT DISCLOSED IN THE PUBLIC RECORDS.



NOTES

- TWO WORKING DAYS PRIOR TO COMMENCING EXCAVATION, THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) CALL TOLL FREE AT 1-800-642-2444
- THE LOCATIONS, DEPTHS, SIZES AND DIMENSIONS OF UNDERGROUND AND SURFACE STRUCTURES ARE BASED ON INFORMATION PROVIDED TO THE PUBLIC WORKS DEPARTMENT, ARE APPROXIMATE, AND ARE NOT GUARANTEED. THE STRUCTURES ARE SHOWN FOR INFORMATION TO THE CONTRACTOR BUT THE INFORMATION IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT THE STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THE STRUCTURES SHOWN ON THE PLANS REPRESENT ALL THE STRUCTURES WHICH MAY BE ENCOUNTERED. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND FACILITIES PRIOR TO ANY CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY CONFLICT OR DISCREPANCY IS FOUND.

BASIS OF BEARINGS

THE CALCULATED GRID BEARING OF S75°29'03"W BETWEEN CITY OF MILPITAS MONUMENTS "CAL-TEM" AND "CAL-PV" AS PUBLISHED IN THE CITY OF MILPITAS ENGINEERING DIVISION BENCHMARK SYSTEM, DATED FEBRUARY 21, 2002.

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"CAL-TEM" TO "CAL-PV" - S75°29'03"W - 2502.854'

BENCHMARK

ELEVATION: 126.554
 LOCATION: CENTERLINE INTERSECTION OLD OF PIEDMONT ROAD AND CALAVERAS ROAD
 DESCRIPTION: 3" BRASS DISC IN MONUMENT BOX (CAL-EVA RESET)

AGENCY INDEX

COMCAST CABLE TELEVISION 1-800-266-2278
 PACIFIC GAS & ELECTRIC 1-800-743-5000
 SANTA CLARA VALLEY WATER DISTRICT (408) 265-2600
 SBC TELEPHONE 1-800-310-2355

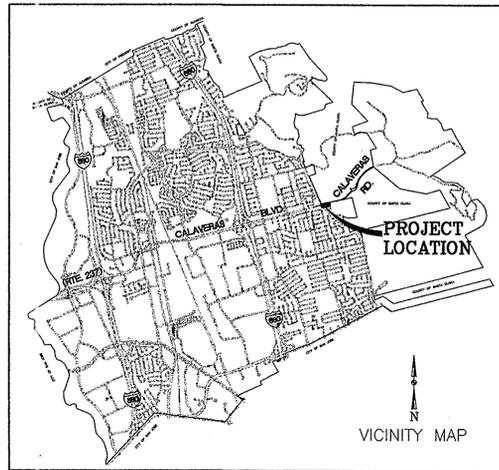
CITY OF MILPITAS APPLICABLE STANDARD DETAILS

SEE SHEET 6-9

OFF-SITE IMPROVEMENT FOR
TRACT 9891
 CALAVERAS COUNTRY ESTATES

TRACT 9891 -- CALAVERAS COUNTRY ESTATES
 PUBLIC FOR CALAVERAS ROAD AND PIEDMONT ROAD

APN 088-016-041
 DECEMBER 18, 2006



CITY OF MILPITAS
 ENGINEERING DIVISION

INDEX OF DRAWINGS

TITLE	SHEET
TITLE SHEET	1
GENERAL NOTES	2
DEMOLITION PLAN AND TYPICAL SECTIONS	3
IMPROVEMENT AND STRIPING PLAN	4
STORM DRAINAGE AND UTILITY PLAN	5
CITY STANDARD DETAILS	6-9
BLUEPRINT FOR A CLEAN BAY	10

LEGEND

	EXISTING	PROPOSED
SIDEWALK, CURB AND GUTTER	[Symbol]	[Symbol]
CENTER LINE	[Symbol]	[Symbol]
PROPERTY LINE	[Symbol]	[Symbol]
RIGHT OF WAY	[Symbol]	[Symbol]
PSDE/BSL EASEMENT	[Symbol]	[Symbol]
SCVWD EASEMENT	[Symbol]	[Symbol]
EDGE OF PAVEMENT	[Symbol]	[Symbol]
PCC OR AC REMOVAL	[Symbol]	[Symbol]
STANDARD CITY MONUMENT	[Symbol]	[Symbol]
BENCH MARK	[Symbol]	[Symbol]
MANHOLE	[Symbol]	[Symbol]
STORM DRAIN INLET	[Symbol]	[Symbol]
WATER METER	[Symbol]	[Symbol]
VALVE	[Symbol]	[Symbol]
FIRE HYDRANT	[Symbol]	[Symbol]
STREET LIGHT	[Symbol]	[Symbol]
POWER POLE	[Symbol]	[Symbol]
PULL BOX	[Symbol]	[Symbol]
CABLE TELEVISION LINE	[Symbol]	[Symbol]
ELECTRICAL LINE	[Symbol]	[Symbol]
IRRIGATION LINE	[Symbol]	[Symbol]
NATURAL GAS LINE	[Symbol]	[Symbol]
OVERHEAD LINE	[Symbol]	[Symbol]
SANITARY SEWER LINE	[Symbol]	[Symbol]
STORM DRAIN LINE	[Symbol]	[Symbol]
TELEPHONE LINE	[Symbol]	[Symbol]
WATER LINE	[Symbol]	[Symbol]
TRAFFIC SIGNAL CONDUIT	[Symbol]	[Symbol]
LIGHTING CONDUIT	[Symbol]	[Symbol]
ROADSIDE SIGN & SIGN CODE	[Symbol]	[Symbol]
FENCE	[Symbol]	[Symbol]
TREE/SHRUB	[Symbol]	[Symbol]
TREE/SHRUB TO BE REMOVED	[Symbol]	[Symbol]
TREE/SHRUB TO BE RELOCATED	[Symbol]	[Symbol]
TREE/SHRUB TO BE PROTECTED	[Symbol]	[Symbol]

ABBREVIATIONS

AB	AGGREGATE BASE	OG	ORIGINAL GROUND
AC	ASPHALT CONCRETE	P	PAVEMENT FINISH GRADE
AD	AREA DRAIN	PAD	PAD ELEVATION
BLDG	BUILDING	PL	PROPERTY LINE
BSL	BUILDING SETBACK LINE	PEE	PEDESTRIAN EQUESTRIAN EASEMENT
BVC	BEGIN VERTICAL CURVE	PERF	PERFORATED
BW	BOTTOM OF WALL/BACK OF WALK	PP	POWER POLE
C&G	CURB & GUTTER	PROP	PROPOSED
CL	CENTERLINE/CHAIN LINK FENCE	PROPE	PROPOSED STORM DRAIN EASEMENT
CO	SANITARY SEWER CLEANOUT	PSE	PUBLIC SERVICE EASEMENT
CONC	CONCRETE	PVMT	PAVEMENT
DWY	DRAINAGE INLET	PVC	POLYVINYL CHLORIDE
ELEV	ELEVATION	PVI	POINT VERTICAL INTERSECTION
EM	ELECTRIC METER	R	RADIUS
E(OH)	ELECTRIC OVERHEAD	RE	RETAINING WALL REMOVE
EP	EDGE OF PAVEMENT	R/W	RIGHT OF WAY
ETW	EDGE OF TRAVELED WAY	SCVWD	SANTA CLARA VALLEY WATER DISTRICT EASEMENT
EVC	END VERTICAL CURVE	SD	STORM DRAIN
EX	EXISTING	SE	STORM DRAIN EASEMENT
FC	FACE OF CURB	SS	SANITARY SEWER/ LATERAL
FF	FINISH FLOOR	SSE	SANITARY SEWER EASEMENT
FG	GROUND FINISH GRADE	STA	STATION
FH	FIRE HYDRANT	SW	SIDEWALK
FL	FLOW LINE	TB	TOP OF BANK
G	GARAGE SLAB ELEVATION/GAS LINE	TC	TOP OF CURB
GM	GAS METER	TEMP	TEMPORARY
HP	HI POINT	TG	TOP OF GRATE
INV	INVERT	TW	TOP OF WALL
LIP	LIP OF GUTTER	TYP	TYPICAL
LS	LANDSCAPED AREA	VC	VERTICAL CURVE
MAX	MAXIMUM	VG	VALLEY GUTTER
MH	MANHOLE	W	WATER
MIN	MINIMUM	WLK	WALKWAY
NTS	NOT TO SCALE	WM	WATER METER
OH	OVERHEAD	WV	WATER VALVE

CONSTRUCTION NOTES AND QUANTITIES				
NO.	DESCRIPTION	TOTAL	UNIT	TOTAL COST
DEMOLITION/RELOCATION NOTES				
1	PROTECT IN PLACE		N/A	
2	SAWCUT EXISTING PAVEMENT	460	LF	\$3.00
3	ADJUST EXISTING WATER VALVE AND WATER METER TO GRADE	7	EA	\$200.00
4	RELOCATE EXISTING FIRE HYDRANT	1	EA	\$1000.00
5	REMOVE AND CAP EXISTING WATER METER	1	EA	\$500.00
6	MODIFY/REPLACE EXISTING INLET TO CITY STANDARD CATCH BASIN	1	EA	\$1300.00
7	REMOVE EXISTING INLET AND CAP PIPE	4	EA	\$1000.00
8	ADJUST EXISTING SSMH TO GRADE	1	EA	\$400.00
9	REMOVE EXISTING AC PAVEMENT	2400	SF	\$2.00
STREET IMPROVEMENT NOTES				
10	CONSTRUCT CURB AND GUTTER PER CITY OF MILPITAS STD PLAN	370	LF	\$20.00
11	CONSTRUCT CURB PER CITY OF MILPITAS STD PLAN	75	LF	\$10.00
12	CONSTRUCT 6' SIDEWALK PER CITY OF MILPITAS STD PLAN	2070	SF	\$3.00
13	CONSTRUCT RESIDENTIAL DRIVEWAY PER CITY OF MILPITAS STD PLAN	6	EA	\$750
14	CONSTRUCT CURB RAMP PER CITY OF MILPITAS STD PLAN	1	EA	\$200.00
15	CONSTRUCT VARIABLE THICKNESS AC OVERLAY	3690	SF	\$2.00
16	CONSTRUCT 6" AC OVER 20" AB	3200	SF	\$1.00
17	CONSTRUCT RW	2200	SF	\$20
18	INSTALL STREET LIGHT PER CITY OF MILPITAS STD PLAN	2	EA	\$3000.00
19	INSTALL CURB INLET PER CITY OF MILPITAS STD PLAN	1	EA	\$1300.00
20	INSTALL SSMH PER CITY OF MILPITAS STD PLAN	2	EA	\$2000.00
21	INSTALL 15" RCP	177	LF	\$25.00
22	INSTALL 4" SS LATERAL PER CITY OF MILPITAS STD PLAN	94	LF	\$15.00
23	INSTALL STANDARD SEWER SERVICE	5	EA	\$500.00
24	INSTALL 2" WATER LATERAL PER CITY OF MILPITAS STD PLAN	75	LF	\$10.00
25	INSTALL 1" WATER METER PER CITY OF MILPITAS STD PLAN	4	EA	\$500.00
26	INSTALL FLAT GRATE CB STORM INLET PER CITY OF MILPITAS STD PLAN	5	EA	\$1300.00
27	INSTALL 12" RCP	241	LF	\$20.00
28	CONSTRUCT LINED SWALE	320	LF	\$10.00
29	SITE EXCAVATION	6500	CF	\$0.50
EROSION CONTROL AND WATER POLLUTION CONTROL				
30	FIBER ROLL	810	LF	\$3.00
31	TEMPORARY CONCRETE WASHOUT FACILITY	1	EA	\$1000.00
32	TEMPORARY CONSTRUCTION ENTRANCE/EXIT	1	EA	\$1500.00
33	TEMPORARY DRAINAGE INLET PROTECTION	7	EA	\$200.00
34	TEMPORARY FENCE	485	LF	\$2.00
35	TRAFFIC CONTROL, SIGNING AND STRIPING	LS	LS	\$5000.00
TOTAL ENGINEER'S ESTIMATE FOR SITE IMPROVEMENT				\$140875.00

SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated MAY 2, 2005, prepared by WAYNE TING & ASSOCIATES, INC.
 (Name) WAYNE TING
 Date
 Firm: WAYNE TING & ASSOCIATES, INC.
 Address: 42329 OSGOOD ROAD, UNIT A
 FREMONT, CA 94539
 Telephone: (510) 623-7768

AD 06/13/07
 DESIGNED DATE
 AD 06/13/07
 DRAWN DATE
 SCALE
 NL 06/13/07
 CHECKED DATE

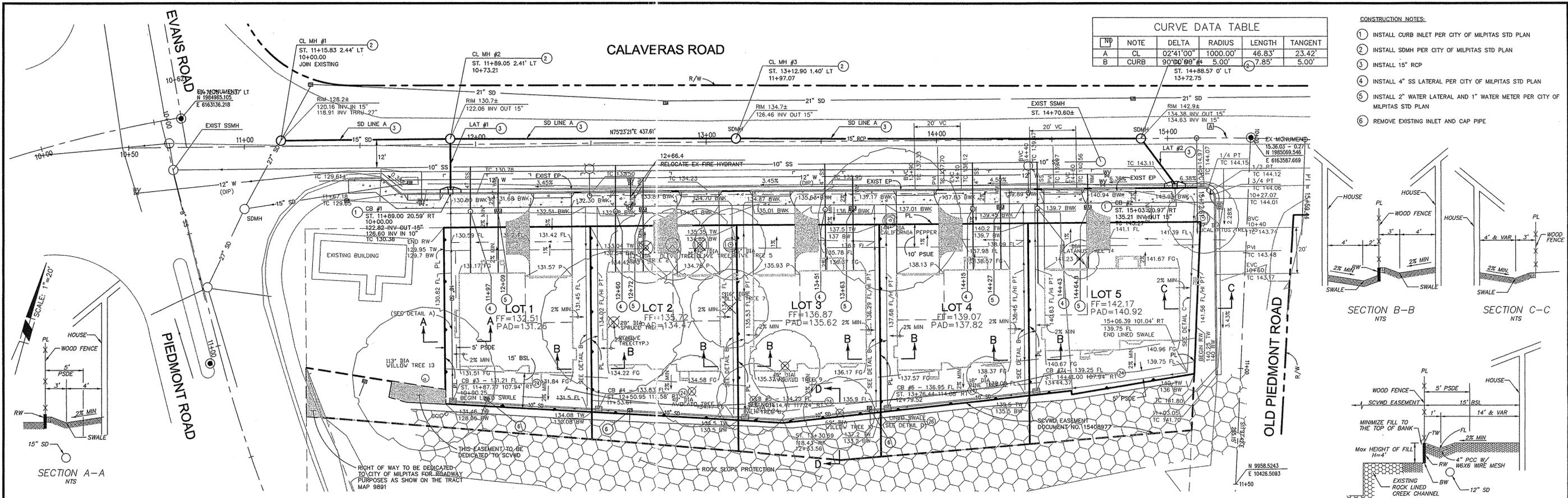
STREET IMPROVEMENT PLANS
COVER SHEET
 CALAVERAS COUNTRY ESTATES, LLC

LC ENGINEERING
 1982 Hastings Court
 Santa Clara, CA 95051
 Phone: (408) 806-7187
 Fax: (408) 243-5072

Record Drawings
 To be completed prior to acceptance of work by the City
 Date 06/18/07
 Nth M Lc Date
 P.E. No. C4758 Exp. 12/31/07
 Public Works Inspector

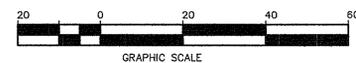
Revisions			
Num.	Date	By	Description

CITY OF MILPITAS ENGINEERING DIVISION
 Approved: _____ Project No. 3179
 City Engineer Date File No. 2-1071
 Any changes to public improvements shall be approved by the City engineer.
 Recommended for approval: _____ E.P. No.
 Fire Dept. Date
 Engineering Date Sheet 1 of 10

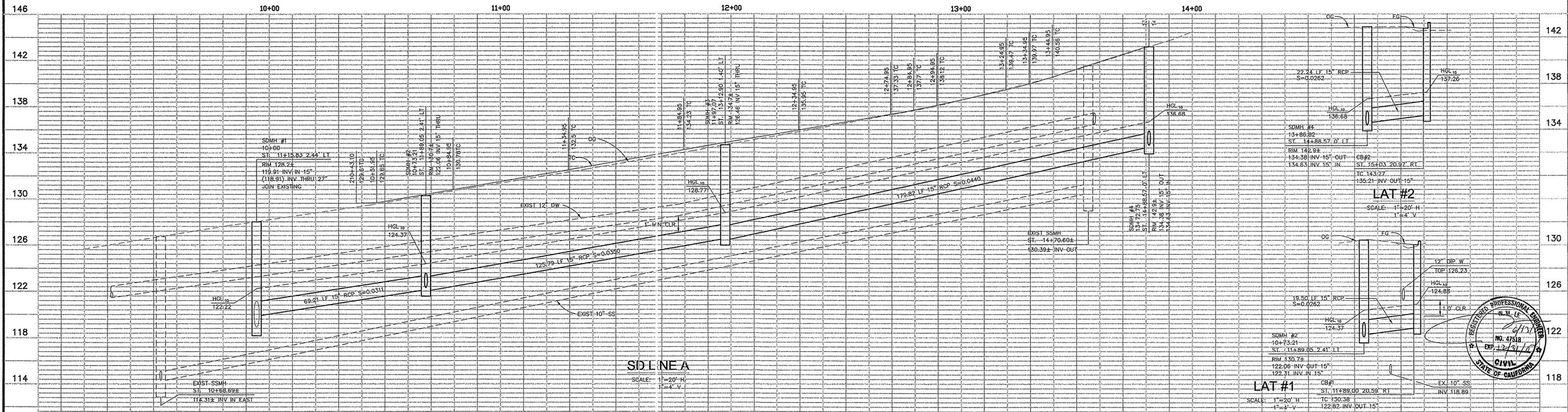
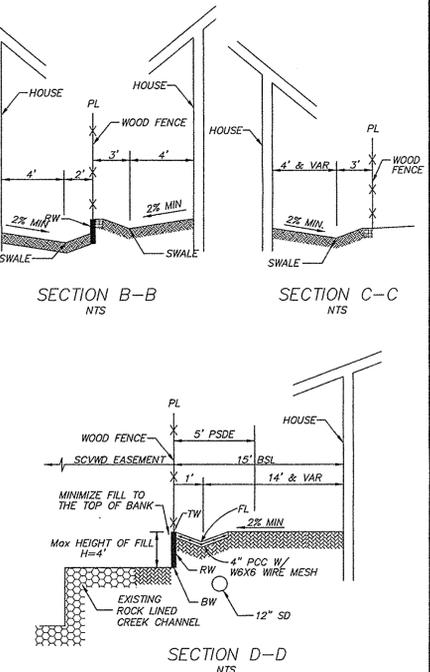


PLAN
SCALE: 1"=20' H

NOTE:
THIS PLAN IS ACCURATED FOR OFF-SITE IMPROVEMENT ONLY.
FOR ON-SITE GRADING AND DRAINAGE, SEE GRADING AND DRAINAGE PLAN SHEET 62.



- CONSTRUCTION NOTES:**
- INSTALL CURB INLET PER CITY OF MILPITAS STD PLAN
 - INSTALL SDMH PER CITY OF MILPITAS STD PLAN
 - INSTALL 15" RCP
 - INSTALL 4" SS LATERAL PER CITY OF MILPITAS STD PLAN
 - INSTALL 2" WATER LATERAL AND 1" WATER METER PER CITY OF MILPITAS STD PLAN
 - REMOVE EXISTING INLET AND CAP PIPE



SIDELINE A
SCALE: 1"=20' H

LAT #1
SCALE: 1"=20' H

LAT #2
SCALE: 1"=20' H



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated MAY 2, 2005, prepared by WAYNE TING & ASSOCIATES, INC.

AD	06/13/07
DESIGNED	DATE
AD	06/13/07
DRAWN	DATE
SCALE	1" = 20'
NL	06/13/07
CHECKED	DATE

STREET IMPROVEMENT PLANS
STORM DRAINAGE AND UTILITY PLAN
CALAVERAS COUNTRY ESTATES, LLC

LC ENGINEERING
1982 Hastings Court
Santa Clara, CA 95051
Phone: (408) 806-7187
Fax: (408) 243-5072

Record Drawings
To be completed prior to acceptance of work by the City

Num.	Date	By	Description	City Engr. Aprv.	Date

CITY OF MILPITAS ENGINEERING DIVISION

Approved: _____ Date: _____
City Engineer

Project No. 3179
File No. 2-1071
E.P. No. _____
Sheet 5 of 10