Permittee: ***AIM Developer Enterprises, Inc., a California Corporation***
Project Name: ***New Mix-use Development***

File No. ***100.06.137***
Private Job Account No. ***3196***
Improvement Plan No.: ***2-1084***

***13**

PERMITTEE DEDICATION AND IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this ***_____, 2008,*** at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and ***AIM Developer Enterprises, Inc., a California Corporation*** **(hereafter referred to as "Permittee"):**

W I T N E S S E T H

Pursuant to applicable ordinances and resolutions of City, and in consideration of the mutual terms, covenants and conditions herein, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. DEDICATION

(a) Permittee offers to dedicate the real property shown on **Exhibit "A"** (attached hereto, hereby referred to made a part hereof) ***as Public Service Utility and Sidewalk Easement (PSUSE).*** Said dedicated property shall be free and clear of all liens and encumbrances except those as City shall expressly waive in writing. Permittee agrees not to revoke said offer of dedication, and to keep said offer open until City accepts said offer by resolution.

(b) Upon execution of this agreement Permittee agrees to deliver a properly executed grant deed to City of the real property described in **Exhibit "A"** and such other executed conveyances or instruments necessary to convey clear title as herein required.

(c) Upon the condition precedent that Permittee shall perform each and every covenant and condition of this agreement, City agrees to accept said real property offered for dedication.

2. IMPROVEMENTS

Permittee agrees that it will construct at its sole cost and expense all those certain improvements set forth in **Exhibit "B"**, (attached hereto, hereby referred to and made a part hereof) ***as approved set of improvement plans for, North Milpitas Blvd. and East Dixon Road Improvement Project No. 3196, Improvement Plan No. 2-1084.*** Said improvements shall be completed ***one year from the execution of this agreement***

3. IMPROVEMENT REQUIREMENTS

Permittee agrees that it will construct said improvements in accordance with the requirements set forth in this agreement and in accordance with all applicable ordinances, resolutions and orders of City, as amended or revised as of the date of said construction, and governing statutes of the State of California or the United States of America; and in accordance with all plans and specifications, profiles, sizes, lines and grades approved or promulgated by the Engineer for City, as of the date of said construction.

4. APPROVAL

Permittee agrees that said improvement plans shall be subject to the approval of Engineer for City and that improvements will be constructed under and subject to the inspection of and to the satisfaction of the Engineer for City. No work of improvements shall be undertaken by Permittee until all plans and specifications have been submitted to

Engineer for City 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 Engineer for City.

5. FAITHFUL PERFORMANCE BOND

Upon the execution of this agreement, Permittee shall file and submit security to CITY as obligee in the penal sum of ***two hundred thousand* dollars *($200,000.00),*** 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.

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.

6. LABOR AND MATERIALS BOND

Upon execution of this Agreement, Permittee shall file and submit security to City, as obligee, in the penal sum of ***two hundred thousand* dollars *($200,000.00),*** inuring to the benefit of any contract, his subcontractors, and to persons renting 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.

7. LABOR AND MATERIALS CLAIMS

Permittee agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.

8. EASEMENTS

Any easement of right-of-way necessary for the completion of any of the improvement required of Permittee shall be acquired by Permittee at his sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, Permittee 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 proceeding and any condemnation award and damages (including all costs awarded in said eminent domain proceeding, and upon ten days written notice from City, he will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.

9. GUARANTEE

Permittee agrees that, upon ten days written notice from City, Permittee will immediately remedy, restore, repair, or replace, at its sole cost and expense and to the satisfaction of Engineer for City, all defects, damages, or imperfections due to or arising from faulty materials or workmanship appearing within a period of one year after date of final completion and acceptance of all of said improvements. If Permittee 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 Permittee or Permittee’s surety.

10. INDEMNIFICATION

Permittee 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 Permittee, its officers, agents, employees, contractors or subcontractors.

11. INSURANCE

Prior to commencing any work, Permittee, agrees to obtain an Encroachment Permit from the Engineering Division and at Permittee's expense, provide CITY with a public liability insurance policy (or a certificate thereof acceptable to City Attorney) insuring City, its officers and employees against liability for injuries to persons or property (with minimum coverage of $1,000,000 for each person and $1,000,000 fee each occurrence and $1,000,000 for property damage in each occurrence) in connection with work performed by, for or on behalf of Permittee. Said Policy shall: (a) be issued by an insurance company authorized to transact business in California; (b) be written on an occurrence basis; (c) require 30 days prior written notice to City of cancellation o coverage reduction; (d) provide that it is full primary coverage so that said City, officers or employees have other insurance covered by said policy, said other insurance shall be excess insurance; (e) provide that said City, officers and employees shall not be precluded from claim thereunder; (f) be maintained in effect until acceptance of Permittee's improvements. If Permittee 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 Permittee shall forthwith repay City the premium therefor.

12. NO WAIVER

Nothing contained in this agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution of order of the City Council of the City.

13. SUCCESSORS - RUN WITH LAND

This agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of Permittee. 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 Permittee expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY OF MILPITAS, its successors and assigns.

14. MISCELLANEOUS

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 Permittee hereunder shall be subject to approval of the City Attorney as to form.

15. Upon completion of the work and before City Initial Acceptance of the work thereof, Permittee shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.

16. Permittee agrees to comply with all requirements set forth on ***Exhibit "C",*** (attached hereto, hereby referred to and made a part hereof).

17. In the event that Permittee fails to perform any obligation on its part to be performed hereunder, Permittee 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, Permittee agrees to pay costs of suit and reasonable attorney's fees to be fixed by Court.

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

BY: Permittee**: ***AIM Developer Enterprises, Inc., a California Corporation***

_____ _____

Marlene Lien Mao **Date**

CITY OF MILPITAS

BY_____

City Manager Date

Approved as to form this

_____ day of _____, 2008

_____

City Attorney

Approved as to sufficiency this

_____

_____ day of _____, 2008

_____

City Engineer

* Same date as on page 1

** Attach acknowledgment

EXHIBIT "A"
DEDICATIONS

Public Service Utility and Sidewalk Easement (PSUSE) attached

Permittee: ***AIM Developer Enterprises, Inc., a California Corporation***

Project No. ***PJ 3196***
File No. ***100.06.137***
Project Name: ***New Mix-use Development***
Improvement Plan No.: ***2-1084***

EXHIBIT "B"
IMPROVEMENTS

Public improvements along N. Milpitas Blvd. and East Dixon Road, including but not limited to curb, gutter, and sidewalk replacement, pavement/slurry seal, street lights installation, signage and striping, minor signal modification and ADA curb ramp installation, undergrounding of overhead utilities, fire hydrants installation, storm drain, sewer and water services, as shown on the Engineering Services Exhibit "S", dated 11/1/2006.

Permittee: ***AIM Developer Enterprises, Inc., a California Corporation*** Project No. ***PJ 3196***
Project Name: ***New Mix-use Development***

EXHIBIT "C"

1. The permittee agrees to comply with all special conditions and notes of approval for this development.

2. The permittee agrees to provide security for all public improvements (Faithful Performance and Labor and Materials), and pay all related development fees (as outlined in this agreement and the approved conditions and notes of approval).

a)	Plan-check and Inspection Deposit (10% of construction cost estimate)	(PJ#3196-13-2500)	$20,000.00
b)	Right-of-Way Reimbursement Fee	(310-3740- -59)	$N/A
c)	Improvement Reimbursement Fee	(020-369100-XXXX70)	$N/A
d)	Water Connection Fee	(402-3715)	$3,492.00
e)	Sanitary Sewer Connection Fee	(452-3715)	$4,218.00
f)	Storm Drain Connection Fee	(340-3711)	$8,129.00
g)	Sewer Treatment Plant Fee	(452-3714)	$2,070.00
h)	Water Meter Fee	(400-3622)	$1,139.03
I)	Hillside Water Reimbursement	(G/L 640-62123)	$N/A
j)	Sewer Bypass Benefit Fund	(B/L 660-62121)	$N/A
k)	Parksite Fee		
	Park Dedication In-Lieu Fee	(320-3712)	$112,485.00
	PUD Park Fee	(320-37122)	$N/A
l)	Sewage Collection System & Treatment Plant Capacity	(452-3718)	$7,711.27
m)	Main Sewage Pump Station Impact Fee	(455-3718)	$4,424.80
n)	Water Distribution System Capacity Fee	(402-3718)	$1,528.80
o)	Building Permit Automation Fee	(505-3601)	$817.82
		TOTAL	**$166,015.72**

Principal: _____ Project No. ***3196***
Project Name: ***New Mix-use Development*** Bond No. _____

CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND

WHEREAS, the Principal has entered into a contract dated _____***, 2008*** with the City of Milpitas to perform the following work, to wit: ***Public Improvement for N. Milpitas Blvd. and East Dixon Road as shown on Improvement Plans 2-1084.***

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 ***two hundred thousand dollars ($200,000.00),*** 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 __ _____, 2008.

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

PRINCIPAL:_____

BY:_____
(write name)

BY:_____
(type name and office)

SURETY:_____

BY:_____
(write name)

BY:_____
(type name and office)

Address of Surety:_____
_____

Principal: _____ Project No. ***3196***
Project Name: ***New Mix-use Development*** Bond No. _____

CITY OF MILPITAS
LABOR AND MATERIALS BOND

WHEREAS, the Principal has entered into a contract dated _____***, 2008*** with the City of Milpitas to perform the following work, to wit: ***Public Improvement for N. Milpitas Blvd. and East Dixon Road as on shown on Improvement Plans 2-1084.***

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 ***two hundred thousand*** dollars ***($200,000.00),*** 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 __ _____, 2008.

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

PRINCIPAL:_____

BY:_____
(write name)

BY:_____
(type name and office)

SURETY:_____

BY:_____
(write name)

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 _____, 2008.

_____
(Name)

_____
(Type Name)

Address:_____

_____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2008.)

)
)
)
)

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: ***New Mix-use Development*** Project No. ***3196***

CITY OF MILPITAS

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

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 Workmen'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 ma 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: ***New Mix-use Development*** Project No. ***3196***

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 developer. 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

Address:_____

_____

_____
AUTHORIZED REPRESENTATIVE (Signature)

_____
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 _____, 2008. **

_____
Authorized Signatory (Sign)

_____
(Type Name)

SUBSCRIBE D AND SWORN TO BEFORE ME, a Notary Public, this _____ day of _____, 2008.

_____
(Sign and type Name)

Project Name: ***New Mix-use Development*** Project No. ***3196***

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:

COVERAGE	POLICY NUMBER	POLICY PERIOD	MINIMUM LIMITS OF LIABILITY	
(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.

_____ Address of Signatory:

Insurance Company

_____ _____

Authorized Signature (Sign)

_____ _____

Authorized Signature (Type)

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 _____, 2008. **

_____

Authorized Signatory (Sign)

_____

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this _____ day of _____, 2008.

_____ _____

(Sign) (Type Name)

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

FORM APPROVED:_____, 2008, by_____

PW/V9

Control No. 2008-008

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035-5479
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is $0.00
( ) Computed on full value of property conveyed
( ) Computed on full value less value of liens and encumbrances remaining
City transfer tax is $0.00
APN 026-05-024

RIGHT OF WAY DEDICATION AND GRANT OF EASEMENT FOR SIDEWALK AND PUBLIC SERVICE AND UTILITY PURPOSES

AIM Developer Enterprises, Inc., a California corporation

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged,

DOES HEREBY DEDICATE AND GRANT TO THE CITY OF MILPITAS, CALIFORNIA, a Municipal Corporation, its successors and assigns, the permanent easement and right of way to construct, maintain, operate, repair, alter, replace, relocate and remove Street and Public Service and Utility and Sidewalk facilities over, under, along and across the following described parcel of real property situated in the City of Milpitas, County of Santa Clara, State of California:

As described and depicted in **Exhibit "A"** and made a part of this document.

Together with all necessary and convenient means of ingress and egress to and from said right-of-way or strip or parcel of land, for the purposes of constructing, reconstructing, maintaining, operating, repairing, renewing, or enlarging in any manner the Public Service and Utility and facilities, together with any and all of the purposes hereinbefore mentioned.

ALL PURPOSE ACKNOWLEDGMENT

State of California)
) s.s.
County of Santa Clara)

On April 24th 08, before me,
BHAVANA R. PATEL, personally appeared
MARLENE LIEN MAO — ASA President

_____ ~~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~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
(SEAL)

Bhavana R. Patel
Signature of Notary Public

WITNESS my hand and official seal.

BHAVANA R. PATEL
Commission # 1550034
Notary Public - California
Santa Clara County
My Comm. Expires Mar 2, 2009

CAPACITY CLAIMED BY SIGNER:
Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

_____ Individual(s)
✓ Corporate Officer(s) Titles _____ and _____
_____ Partner(s) _____ Limited _____ General
_____ Attorney-in-Fact
_____ Trustee(s)
_____ Guardian/Conservator
_____ Other :

Signer [signature] is President representing:
A+M Developer Enterprises

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document RIGHT OF WAY AND Dedication and Grant of Easement for Sidewalk and public use and utility purposes.
Number of pages: 3 Date of document: 4/24/08
Signer(s) other than named above: —
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

This instrument shall bind and inure to the benefit of Grantee, its successors or assigns.

This easement is executed this 24th day of April 2008.

Grantor(s): ***AIM Developer Enterprises, Inc., a California corporation***

Marlene Mao President

print name: MARLENE LIEN MAO print title:

Signature

CITY OF MILPITAS CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from ***AIM Developer Enterprises, Inc., a California corporation*** to the City of Milpitas, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Milpitas pursuant to authority conferred by resolution of the City Council adopted on January 5, 1999, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MILPITAS, A Municipal Corporation

By: _____ Dated: _____

Greg Armendariz, City Engineer

EXHIBIT "A"
LEGAL DESCRIPTION

5 & 10 Foot Public Service & Utility Easement (P.S.U.E.) along North Milpitas Blvd. & East Dixon Road respectively.

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

Being a portion of that certain parcel of land described in the deed to AIM Developer Enterprises, Inc., a California Corporation, recorded September 14, 2006, Document No. 19104655, Santa Clara County Recorders Office, more particularly described as follows:

Beginning at a point on the northerly line of East Dixon Road, said point being the most south easterly corner of said AIM property; thence along the southerly line of said AIM property and along the northerly line of said East Dixon Road South 66°50'33" West 105.44 feet to the beginning of a curve to the right with a radius of 20 feet; thence along said curve through a central angle of 103°09'58" 36.01 feet to a point on the easterly line of North Milpitas Blvd.; thence along said easterly line and along the westerly line of said AIM parcel North 9°59"29" West 124.78 feet to the most north western corner of said AIM parcel; thence leaving said easterly line of said North Milpitas Blvd and along the northwesterly line of said AIM parcel North 66°05'33" East 5.13 feet; thence leaving said northwesterly line, and running parallel with and distant 5.00 feet easterly measured at right angles to said North Milpitas Blvd. South 9°59'29" East 124.60 feet to the beginning of a curve to the left with a radius of 12 feet; thence along said curve through a central angle of 103°09'58" 21.61 feet; thence North 66°05'33" East, parallel with and distant 10.00 feet northerly, measured at right angles to said northerly line of East Dixon Road 108.05 feet to a point on the easterly line of said AIM parcel; thence along said line South 23°09'27" East 10.00 feet to the Point of Beginning.

Containing an area of 1,901 square feet, more or less.

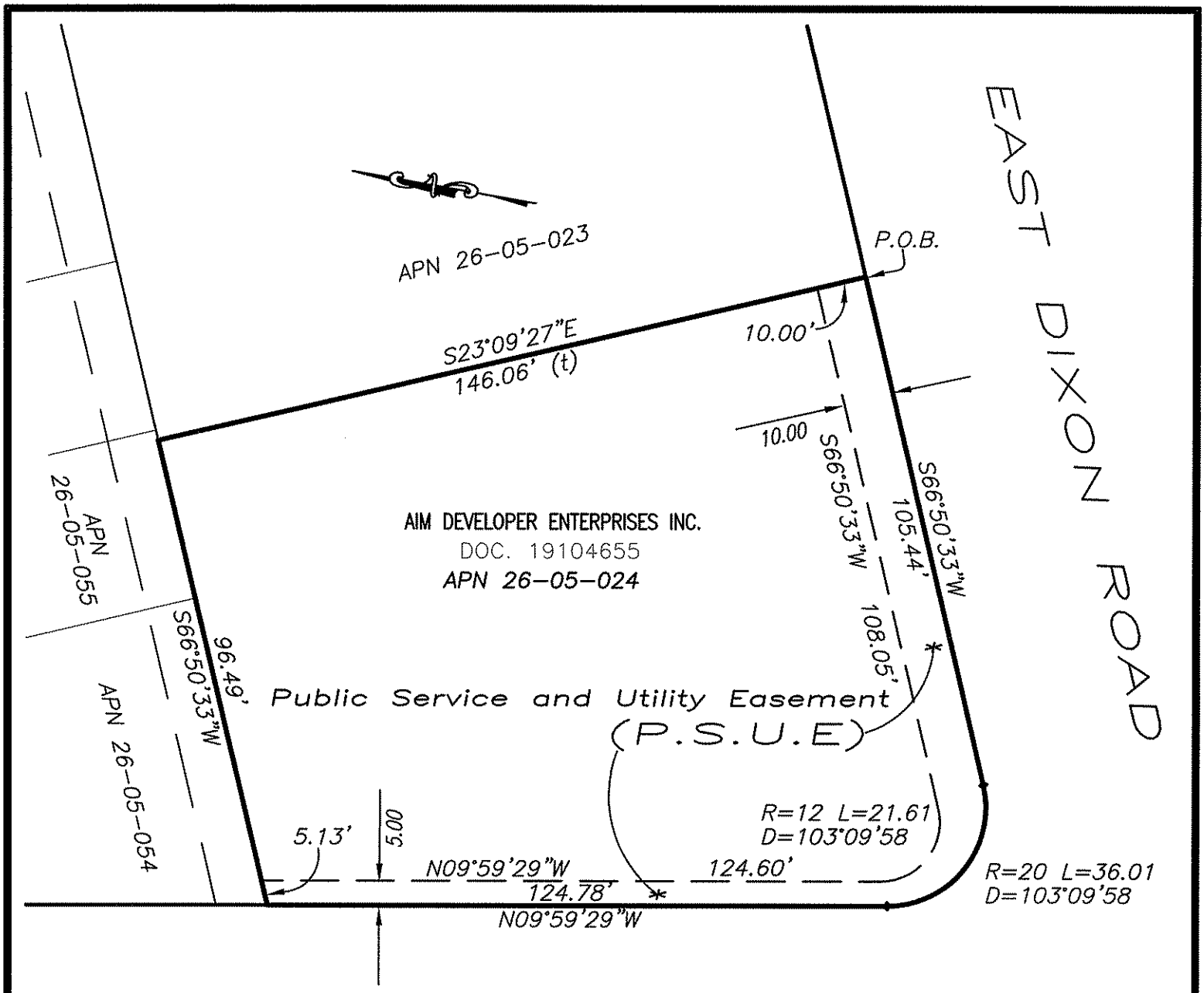
(Affects: APN 026-05-024, as shown on the attached plat, attached hereto and made a part hereof.)

End of description.

This legal description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Eric A. Humann, PLS 5452
Expires 9/30/08

3-17-08
Date



PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR A 5 FOOT WIDE AND A 10 FOOT WIDE STRIP OF LAND.

LICENSED LAND SURVEYOR
ERIC A. HUMANN
Exp. 9-30-08
No. 5452
STATE OF CALIFORNIA

EXHIBIT "A"

Eric (Rick) A. Humann P.L.S.

HUMANN COMPANY INC.
ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

P.S.U.E.
PUBLIC SERVICE & UTILITY EASEMENT
1880 N. MAIN STREET
MILPITAS, CA

SCALE	1"=30'
DATE	May, 2007
ENG.	RH
JOB NO.	07060
PAGE 2 OF 2 SHEETS	

PLANS FOR THE OFF-SITE IMPROVEMENT OF

NORTH MILPITAS BLVD. AND EAST DIXON ROAD

FOR

MIXED USE BUILDING

1880 NORTH MILPITAS BLVD. MILPITAS, CALIFORNIA 95035

APN NO. 026-05-024

GENERAL

1. ALL WORK AND MATERIALS SHALL COMPLY WITH STANDARD SPECIFICATIONS, CONSTRUCTION DETAILS, AND STANDARD DRAWINGS (LISTED ON THIS SHEET) OF THE CITY OF MILPITAS AVAILABLE IN THE ENGINEER'S OFFICE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. ALL PLANS SHALL BE PREPARED ON CITY'S IMPROVEMENTS TITLE BLOCK. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL LAWS.
2. PLANS USED FOR CONSTRUCTION OF PUBLIC FACILITIES PURPOSES MUST BE SIGNED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. ANY SUBSEQUENT CHANGES SHALL BE APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE PRIOR TO THEIR CONSTRUCTION.
3. THE OFFICIAL COPY OF THESE PLANS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER IN MILPITAS.
4. THIS PLAN IS SUBJECT TO REVIEW AND SUBSEQUENT APPROVAL IN THE EVENT THE WORK HAS NOT COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF PLAN APPROVAL.
5. ALL UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER.
6. A $2,000 DEPOSIT SHALL BE MADE TO THE CITY OF MILPITAS AND A CONSTRUCTION WATER METER SHALL BE OBTAINED FOR INCIDENTAL WATER USED DURING GRADING AND ROADWAY CONSTRUCTION. WATER METER(S) SHALL BE INSTALLED FOR INCIDENTAL WATER USE DURING BUILDING(S) CONSTRUCTION AND PRESSURE TEST OF WATER LINE WITHIN THE BUILDING(S).
7. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT (800) 642-2444 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, AND OBTAIN A REFERENCE NUMBER.
8. PRIOR TO ANY CONSTRUCTION OR INSTALLATION OF PUBLIC FACILITIES, THE DEVELOPER'S ENGINEER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CONTRACTORS AND THE CITY PUBLIC WORKS INSPECTOR. THIS SHALL TAKE PLACE A MINIMUM OF 7 DYAS PRIOR TO THE SCHEDULED START OF WORK. AT THE CONFERENCE, THE DEVELOPER'S ENGINEER SHALL PRESENT THE PUBLIC WORKS INSPECTOR WITH A CERTIFIED COPY OF A MATERIAL LIST AND SPECIFICATIONS FOR INSTALLATION. PRIOR TO THE INSTALLATION, APPROVAL BY THE CITY ENGINEER IS REQUIRED OF ANY NON-STANDARD MATERIALS. ANY NON-STANDARD MATERIALS SHALL BE DEMONSTRATED BY THE DEVELOPER'S ENGINEER AND CONTRACTOR TO EQUAL OR EXCEED CITY STANDARDS.
9. THE CONTRACTOR SHALL CALL CITY OF MILPITAS PUBLIC WORKS FACILITIES INSPECTION AT (408) 586-2684 TO SCHEDULE INSPECTIONS, 48 HOURS PRIOR TO START OF CONSTRUCTION.
10. PRIOR TO ANY WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND A PUBLIC WORKS CONSTRUCTION OR ENCROACHMENT PERMIT.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION AND OR PERPETUATION OF ALL EXISTING MONUMENTS AND STAKES WITHIN THE CONTRACTOR'S AREA OF WORK. THE CONTRACTOR SHALL NOT DISTURB OR REMOVE ANY MONUMENTS OR STAKES WITHOUT THE PERMISSION OF THE CITY ENGINEER, AND HE SHALL BEAR THE EXPENSE OF RESETTING ANY MONUMENTS OR STAKES WHICH MAY BE DISTURBED OR REMOVED WITH OR WITHOUT PERMISSION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO THE CITY ENGINEER PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS OR STAKES. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A CALIFORNIA LICENSED LAND SURVEYOR TO RESET ALL DISTURBED OR REMOVED MONUMENTS AND STAKES OR PROVIDE WITNESS MONUMENTS, AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS CODE SECTION 8771.
12. WHEN IT IS FOUND THAT FIELD CONDITIONS ARE NOT AS SHOWN ON THE PLANS, THE CONSULTING ENGINEER SHALL MAKE REVISIONS AND/OR ADJUSTMENTS TO THE SATISFACTION OF THE CITY ENGINEER PRIOR TO FURTHER CONSTRUCTION.
13. UPON COMPLETION OF IMPROVEMENTS, THE DEVELOPER'S ENGINEER SHALL SUBMIT A LETTER TO THE CITY ENGINEER CERTIFYING THAT THOSE PRIVATELY MAINTAINED IMPROVEMENTS (STREET, LIGHTING, UTILITIES, ETC.) HAVE BEEN CONSTRUCTED PER THE IMPROVEMENT PLANS.
14. DEVELOPER SHALL COORDINATE WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE DESIGN AND INSTALLATION OF ALL GAS AND ELECTRIC FACILITIES.
15. DEVELOPER SHALL COORDINATE WITH PACIFIC BELL FOR THE DESIGN AND INSTALLATION OF ALL TELEPHONE FACILITIES.
16. CONSTRUCTION SHALL NOT BEGIN UNTIL 7 AM AND SHALL END BY 7 PM, WEEKDAYS AND WEEKENDS, EXCEPT HOLIDAYS.
17. A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT (NPDES CONSTRUCTION PERMIT) IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY RELATED TO THIS SITE AND SHALL BE OBTAINED BY THE OWNER AND/OR OWNER'S CONTRACTOR AS APPROPRIATE. ANY DISCHARGE (DURING CONSTRUCTION) OF GROUNDWATER INTO THE DOWNSTREAM STORM SYSTEM MUST BE UNCONTAMINATED. THE CONTRACTOR SHALL MAKE THIS DETERMINATION PRIOR TO ANY DISCHARGE.
18. IS ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100' OF THIS ARE SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGIST (SOA) OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGIST (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.
19. RECORD DRAWINGS ORIGINAL PLANS, INCLUDING A COPY OF THE AUTOCAD FILES (DIGITIAL FORMAT) SHALL BE FURNISHED TO THE CITY ENGINEER WITHIN 30 DAYS OF THE COMPLETION OF CONSTRUCTION AND PRIOR TO INITIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS.
20. ALL GRADING SHALL COMPLY WITH CITY OF MILPITAS GRADING ORDINANCE, THIS PLAN, AND THE PRELIMINARY SOILS REPORT PREPARED BY KC ENGINEERING CO. DATED 01/26/07, AND ALL SUBSEQUENT ADDENDUMS.
21. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM HIS/HER RESPONSIBILITY TO CORRECT ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, ANY REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
22. A WATER VALVE SHALL BE INSTALLED FOR EACH RESIDENTIAL UNIT AFTER THE METER AND PRIOR TO ENTRY OF THE BUILDING SUCH THAT IT IS ACCESSIBLE TO HOMEOWNER AND CITY METER READER.
23. THE FOLLOWING ENTITIES SHALL BE RESPONSIBLE FOR INSPECTION AND MAINTENANCE/ OWNERSHIP FO THE LISTED FACILITICS AND COMPLETION CERTIFICATION BY DESIGN ENGINEER (STATE OWNERSHIP'S NAME AND INSPECTION BY P.W. INSPECTION OR BUILD. DIV.):

FACILITIES	OWNERSHIP	INSPECTION	DESIGN ENGINEER
WATER	CITY OF MILPITAS	ENGINEERING	--
SEWER	CITY OF MILPITAS	ENGINEERING	--
STORM	CITY OF MILPITAS	ENGINEERING	--
STREET	CITY OF MILPITAS	ENGINEERING	--
STREET LIGHT	CITY OF MILPITAS	ENGINEERING	--

* "CITY OF MILPITAS" OR "HOMEOWNER'S ASSOCIATION/HOMEOWNERS"
** "P.W. INSPECTION OR BUILD. DIVISION"
*** "DESIGN ENGINEER COMPLETION CERTIFICATE REQUIRED" IF INSPECTION BY BUILD. DIV.; "NOT REQUIRED" IF INSPECTION BY P.W. INSPECTION.

24. EACH PARCEL SHALL HAVE SEPARATE SOLID WASTE ENCLOSURE AND BFI SERVICE. UNLESS NECESSARY AGREEMENTS HAVE BEEN RECORDED TO PROVIDE FOR JOINT USE OF ENCLOSURE AND OR BFI SERVICES FOR MORE THAN ONE PARCEL.

STREET SURFACE NOTES

1. UPON COMPLETION OF ROUGH GRADING, ACTUAL THICKNESS (STRUCTURAL SECTION) OF THE BASE MATERIAL AND AC PAVEMENT SHALL BE DETERMINED BASED ON THE RESULTS OF R-VALUES, SAND EQUIVALENTS LABORATORY TESTING. GEOTECHNICAL/SOIL ENGINEER SHALL RECOMMEND THE STRUCTURAL SECTIONS OF STREETS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
2. THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED BY THE CITY PUBLIC WORKS INSPECTOR AND APPROVED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
3. EDGE OF EXISTING PAVEMENT SHALL BE TACK COATED PRIOR TO CONSTRUCTING NEW PAVEMENT.
4. STANDARD STREET MONUMENTS SHALL BE INSTALLED ON ALL STREET INTERSECTIONS AND OTHER LOCATIONS SHOWN ON THIS PLAN IN CONFORMANCE WITH CITY STANDARD DRAWING NO. 448.
5. DRIVEWAY LOCATIONS SHALL BE SET BY OWNER'S ENGINEER IN COMPLIANCE WITH CITY STANDARD DRAWING NO. 430 OR 432, UNLESS LOCATIONS ARE SHOWN ON THESE PLANS.
6. ONE STREET NAME SIGN ASSEMBLY SHALL BE INSTALLED IN CONFORMANCE WITH CITY STANDARD DRAWING NO. 440 AT EACH INTERSECTION, AND WHERE SHOWN ON PLANS.
7. ALL FIRE HYDRANTS, ELECTROLIERS AND METER BOXES SHALL CLEAR DRIVEWAYS AND OTHER FACILITIES BY 5', 5' AND 1' RESPECTIVELY.
8. ALL EXISTING FACILITIES SHALL BE ADJUSTED TO FINISH GRADE AS DIRECTED BY CITY PUBLIC WORKS INSPECTOR. MANHOLES, WATER VALVE BOXES, CLEAN OUT FRAMES AND COVERS SHALL BE BROUGHT TO FINISHED GRADE BY THE CONTRACTOR AFTER PAVING IS COMPLETED.
9. MINIMUM 24" BOX SIZE TREE WITH A CALIPER OF 2" MEASURE 6" ABOVE ROOTBALL SHALL BE INSTALLED, ONE PER LOT PER STREET FOR RESIDENTIAL DEVELOPMENTS AND AT 20'-50' SEPARATION FOR NON-RESIDENTIAL DEVELOPMENTS IN CONFORMANCE WITH THE APPROVED STREET TREE LIST AND ACCORDING TO THE CITY STANDARD DRAWING NO. 448.
10. MAILBOXES SHALL BE PROVIDED AS REQUIRED BY U.S. POSTAL SERVICES, BUT WILL NOT BE INSPECTED BY THE PUBLIC WORKS INSPECTOR.
11. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPETED, INCLUDING ALL GRADING, AND UNTIL ALL UNACCEPTABLE CONCRETE WORK HAS BEEN REMOVED AND REPLACES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

UNDERGROUND

1. THE LETTER "W" SHALL BE IMPRESSED IN THE FACE OF CURB WHERE EACH WATER SERVICE CROSSES THE CURB, THE LETTER "S" SHALL BE IMPRESSED IN THE FACE OF CURB WHERE EACH SEWER LATERAL CROSSES THE CURB AND THE LETTER "R" SHALL BE IMPRESSED IN THE FACE OF CURB WHERE EACH RECYCLED WATER SERVICE CROSSES THE CURB.
2. THE LOCATION, DEPTH AND EXISTENCE OF UNDERGROUND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE POSITIONS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES "POT HOLES" AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF AND/OR MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURES AND/OR UTILITIES.
3. MINIMUM COVER FOR UTILITIES IN ROADWAY (FROM TOP OF PIPE TO ROADWAY SURFACE) SHALL BE PROVIDED (60" SANITARY SEWER, 42" WATER LINE IN STREET, 48" WATER LINE IN EASEMENT, 24" STORM LINE IN STREET). WHERE THE MINIMUM COVER CANNOT BE ACHIEVED, SUCH LOCATIONS SHALL BE SPECIFICALLY IDENTIFIED ON THE PPLANS AND THE METHOD OF PROTECTING THE PIPE AND VALVE STEMS SHALL BE INDICATED. THE FOLLOWING SOLUTIONS SHALL BE SUBJECT TO THE CITY ENGINEER'S APPROVAL:
   A. USE OF DUCTILE IRON PIPE AND BUTTERFLY VALVES.
   B. CONCRETE CAP.
   C. ANY OTHER SOLUTION DEVISED BY THE ENGINEER AND CONTRACTOR.
4. WATER SERVICES AND MAINS ARE TO BE SEPARATED A MINIMUM OF 10' HORIZONTAL DISTANCE AND 1' VERTICAL DISTANCE FROM SEWER AND RECYCLED WATER LATERALS AND MAINS. POTABLE WATER LINES SHALL BE ABOVE ALL STORM DRAIN, SANITARY SEWER AND RECYCLE WATER LINES.
5. SEPARATION BETWEEN THE RECYCLE WATER LINES FROM OTHER UTILITIES; SUCH AS POTABLE WATER, FIRE PROTECTION AND SANITARY SEWER; SHALL BE IN ACCORDANCE WITH THE CITY OF MILPITAS "RECYCLED (NON-POTABLE) WATER GUIDELINES". CALL (408) 586-3329 FOR A COPY.
6. HOUSE SEWERS SHALL NOT BE CONNECTED TO LATERALS UNTIL SEWERS ARE TESTED.
7. ONE SANITARY SEWER LATERAL SHALL BE CONSTRUCTED TO EACH LOT AT THE LOCATION TO BE STAKED IN FIELD BY OWNER'S ENGINEER PRIOR TO CONSTRUCTION. A BACKFLOW PROTECTION DEVICE SHALL BE INSTALLED PER CITY STANDARD DRAWING NO. 624 WHEN THE ELEVATION OF THE LOWEST FLOOR CONTAINING GRAVITY WASTE DRAINAGE IS LESS THAN ONE FOOT ABOVE THE SURFACE ELEVATION OF THE NEAREST UPSTREAM PUBLIC SEWER STRUCTURE (MANHOLE, ETC.)
8. CONNECTIONS TO EXISTING WATER MAINS SHALL BE APPROVED BY THE CITY ENGINEER. CONTRACTOR SHALL PERFORM ALL EXCAVATION, PREPARE SITE, FURNISH ALL MATERIALS, INSTALL TAPPING TEE, VALVE AND ALL THRUST BLOCKS, BACKFILL, RESTORE SURFACE, AND CLEAN UP. NON-METALLIC WATER LINES SHALL BE INSTALLED WITH A TRACE WIRE PER CITY STANDARD DRAWING NO. 752.
9. ALL WATER VALVES SHALL BE CLUSTERED, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
10. EACH LOT SHALL HAVE SEPARATE WATER, SEWER AND STORM DRAIN SERVICES.
11. WATER SERVICE PRESSURE REGULATORS AND SEWER BACKFLOW PROTECTION DEVICES ARE SHOWN ON THESE PLANS FOR THE INFORMATION OF THE DEVELOPER AND CITY'S BUILDING DIVISION. THESE ITEMS ARE NOT INCLUDED IN THE PUBLIC WORKS INSPECTION OR ACCEPTANCE.
12. ALL UTILITY STUBS, ESPECIALLY WATER LINE COMPONENTS, SHALL BE CAPPED.
13. ABANDONMENT OF EXISTING WATER LINES SHALL TAKE PLACE AT THE MAIN LINE.
14. CONTRACTORS SHALL NOT TURN WATER VALVES WITHOUT PRIOR APPROVAL FROM UTILITY MAINTENANCE SUPERVISOR AT (408) 586-2640.
15. ALL METALLIC UNDERGROUND PIPING SHALL BE PROTECTED AGAINST CORROSION PER CITY STANDARD SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING LOCATE SERVICES FOR THOSE FACILITIES INSTALLED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK HAS BEEN OFFICIALLY ACCEPTED BY THE CITY OF MILPITAS. THE MARKING, LABELING, AND TIMING OF SUCH LOCATES SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF UNDERGROUND SERVICE ALERT.

FIRE SYSTEM

16. PROVIDE FIRE SERVICE LINE/DETECTOR CHECK VALVE PER CITY STANDARD DETAIL 730.
17. PROVIDE FIRE HYDRANT PER CITY STANDARD DETAIL 742.

OWNER

AM DEVELOPMENT ENTERPRISES, INC.
MARLENE MAO
1880 NORTH MILPITAS BLVD.
MILPITAS, CA. 95035

SURVEYOR

HUMANN COMPANY, INC.
1021 GROWN AVE.
LAFAYETTE, CA. 94549

BASIS OF BEARINGS

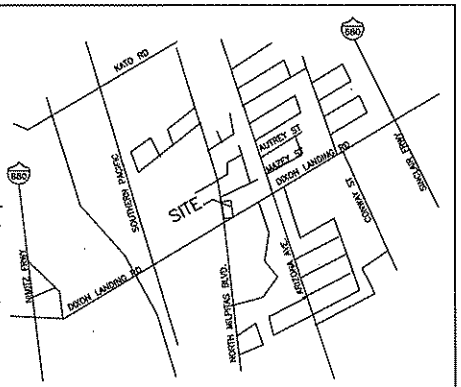
CENTER LINE OF NORTH MILPITAS BLVD.
N09°59'29"W
SEE PLAN

SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated JANUARY 26, 2007, prepared by KC ENGINEERING COMPANY.

JOHN S. PASCOE — JANUARY 26, 2007
(Name) Date

Firm: KC ENGINEERING COMPANY — SEAL
Address: 8798 ARGYLE ROAD
RIDGING, CALIFORNIA 95602
Telephone: (530) 222-0632

DATUM: ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF MILPITAS BENCHMARK DOX-MIL, LOCATED AT THE INTERSECTION OF NORTH MILPITAS BOULEVARD AND EAST DIXON ROAD (AS SHOWN). BENCHMARK BEING A BRASS DISK IN A MONUMENT WELL WITH AN ELEVATION OF) 30.95'.



VICINITY MAP

NO SCALE

PROPOSED	EXISTING	
		PROPERTY LINE
100.0	+34.00	SPOT ELEVATION
100.0	34.00	SURFACE CONTOUR
TC	TC (E)	TOP OF CURB
EP	EP (E)	EDGE OF PAVEMENT
FL	FL (E)	FLOW LINE
		SURFACE VALLEY
R R	R R	SURFACE RIDGE
		MATCH EXISTING GRADE
		A.C. PAVING
		CONCRETE
		CURB
	SD	STORM DRAIN
SS	SS	SANITARY SEWER
W	W	WATER
		CATCH BASIN
CO TO	CO TO	CLEANOUT TO GRADE
SDMH	SDMH	STORM MANHOLE
SSMH	SSMH	SANITARY MANHOLE

LEGEND
SCALE: NONE

1

SHEET INDEX

1	COVER SHEET AND STANDARD NOTES
2	STANDARD NOTES
3	PARTIAL STREET IMPROVEMENT PLAN
4	PARTIAL STREET IMPROVEMENT PLAN
5	PARTIAL LANDSCAPE PLAN
6	PARTIAL LANDSCAPE PLAN
7	PARTIAL JOINT TRENCH PLAN
8	PARTIAL JOINT TRENCH PLAN
9	JOINT TRENCH DETAIL

REGISTERED PROFESSIONAL ENGINEER — STEVAN H. NAKASHIMA — C28597 — EXP. 03/31/10 — Civil — STATE OF CALIFORNIA

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Record Drawings

To be completed prior to acceptance of work by the City

Signature + Seal Date
P.E. No. Exp.
Public Works Inspector
Public Improvements Initially Accepted by the City Council on

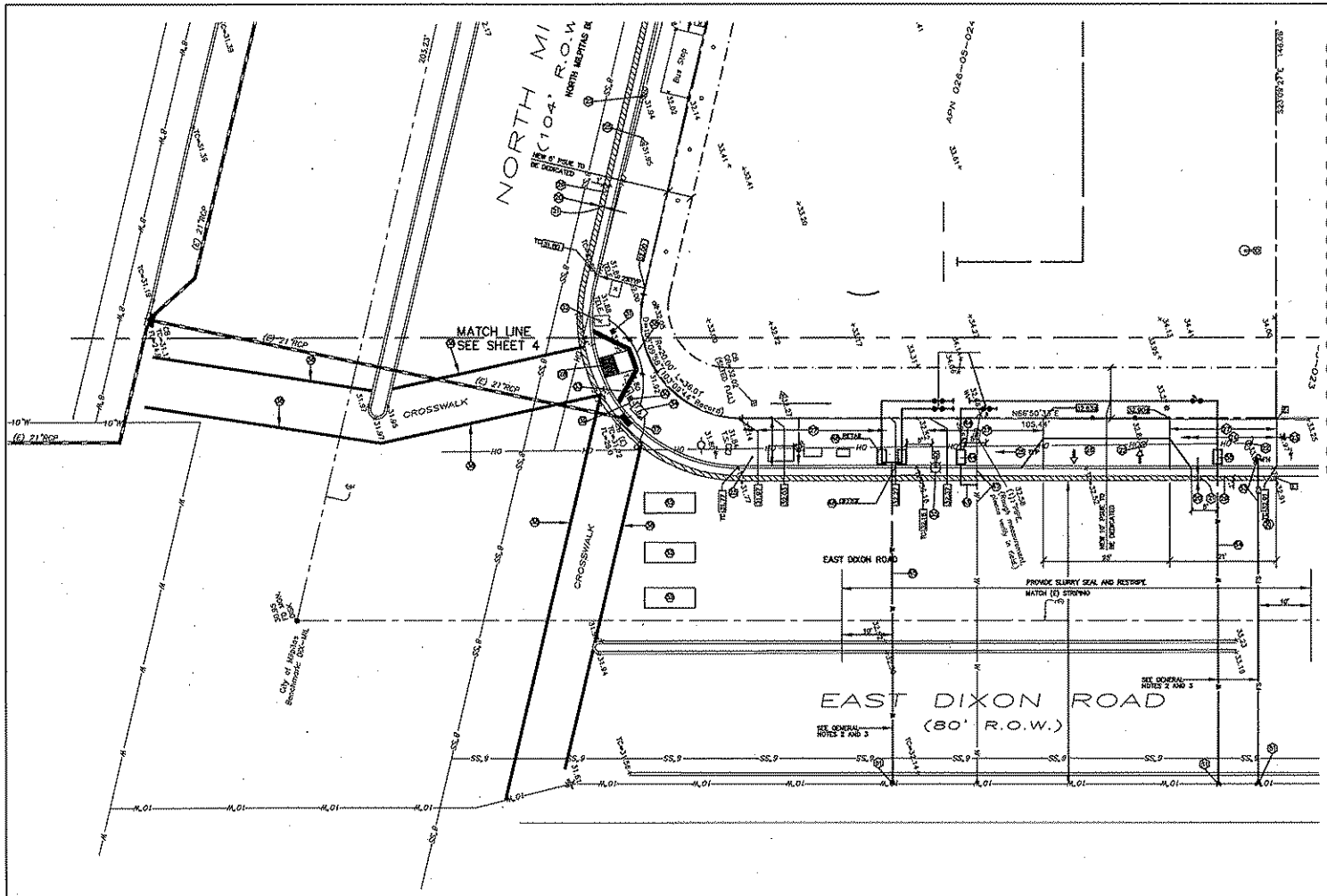
Revisions

Num.	Date	By	Description	City Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

Approved:
City Engineer Date
Any changes to public improvements shall be approved by the City Engineer
Recommended for approval:
Fire Dept. Date
Engineering Date

Project No. 3196
Drawing No. 2-1084
Date. 10-25-07
E.P. No.
Sheet 1 of 9



KEY NOTES FOR WORK ON PUBLIC ROW:

(59) SAWCUT (E) AC PAVING.
(61) REMOVE (E) AC PAVING.
(62) (E) POWER POLE TO BE REMOVED PER PG & E REQUIREMENTS. REFER TO ELECTRICAL DWGS.
(63) SAWCUT AND REMOVE (E) CURB, GUTTER, AND SIDEWALK.
(64) REMOVE (E) CURB, GUTTER, SIDEWALK, CURB RAMP, AND DRIVEWAYS ALONG THE PROJECT FRONTAGE.
(65) PROVIDE 06 TREE WELL PER CITY STD. NO. 449. SEE LANDSCAPE PLAN FOR TREE AND TREE WELL DETAIL.
(66) PROVIDE 06 COMMERCIAL DRIVEWAY PER CITY STANDARD DRAWING NO. 432 AND 436.
(67) PROVIDE 06 CURB, GUTTER, AND SIDEWALK TO MATCH EXISTING PER CITY STANDARD NO. 410 AND NO. 426.
(68) PROVIDE CURB RAMP PER CITY STANDARD NO. 421.
(69) PROVIDE 6" FULL DEPTH AC PATCH OVER 6" CONCRETE.
(70) (E) 1B POLE TO REMAIN.
(71) (E) TYPE 26 TS MASTARM POLE TO REMAIN.
(74) (E) NO. 6 PULL BOX TO REMAIN.
(75) REMOVE (E) NO. 6 PULL BOX. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(76) 06 NO. 6 PULL BOX. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(78) NEW STREET LIGHT PER CITY STD. DWG. NO. 428. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(79) RESTRIPE (E) CROSSWALK IN THEIR PRESENT LOCATION PER CITY STANDARDS, 12" WHITE WITH THERMOPLASTIC.
(80) 06 1 1/2" CONDUIT TO NEW HAND HOLE AND NEW LOOPS. NEW STREET LIGHT. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(81) 06 2-INCH CONDUIT. SPLICE SIGNAL CONDUCTORS FROM THE PULL BOX TO AVOID REWIRING TO THE CABINET. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(82) 06 1 1/2" CONDUIT INTO THE FOUNDATION OF THE (E) 1B POLE. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(83) PROVIDE 12" CL. III RCP STORM DRAIN AT S=.01.
(84) PROVIDE STORM DRAIN MANHOLE PER CITY STANDARDS DRAWING NO. 230. 06 12" INV. 86.94 (E) 21" INV. VERIFY IN FIELD PRIOR TO ANY STORM DRAIN WORK.

KEY NOTES FOR WORK ON PUBLIC ROW:

(85) NEW 6" FIRE SERVICE.
(86) NEW 1" WATER SERVICE FOR IRRIGATION PER CITY STANDARD DRAWING NO. 723.
(87) NEW 1" WATER METER FOR IRRIGATION PER CITY STANDARD DWG. NO.723. (E) WATER METER BOX AND METER MAY BE RE-USED IF IT MEETS CITY SPECS.
(88) 06 1" WATER SERVICE AND 3/4" SPLIT SERVICE CONNECTION PER CITY STANDARD DRAWING NO. 722.
(89) NEW 3/4" WATER METER PER CITY STANDARD DWG. NO. 722.
(90) (E) 1" WATER SERVICE TO BE USED FOR IRRIGATION. PROVIDE NEW 90° ELBOW AND REMOVE THE PORTION FROM THE ELBOW TO THE (E) METER. (E) WATER METER BOX AND METER MAY BE RE-USED IF IT MEETS CITY SPECS.
(91) PROVIDE 6" SANITARY SEWER LATERAL AT S=.02 PER CITY STANDARD DRAWING NO. 618.
(92) PROVIDE COTG AT PROPERTY LINE PER CITY STANDARD DRAWING NO. 602 & 618.
(93) CONNECT TO (E) SANITARY SEWER PER CITY STANDARD DRAWING NO. 618. 06 6" INV. 22.46. (E) SANITARY SEWER INV. 22.25±V.I. PROVIDE PVC SDR 26 SANITARY SEWER.
(94) SAWCUT AND REMOVE (E) CURB, GUTTER, AND WALK AND REPLACE WITH 06 CURB, GUTTER AND WALK TO MATCH EXISTING PER CITY STANDARD AS REQUIRED FOR NEW WATER MAIN TIE-INS.
(95) PROTECT EXISTING TRAFFIC SIGNAL DETECTION LOOPS. DAMAGED LOOPS SHALL BE REPLACED WITHIN 72 HOURS OR THE CONTRACTOR SHALL BE FINED $500/DAY/LOOP.
(96) PROVIDE NEW FIRE HYDRANT PER CITY STANDARD DETAIL 742.
(97) 06 1 1/2" WATER SERVICE PER CITY STANDARD DRAWING NO. 724.
(98) NEW 1 1/2" RESIDENTIAL WATER METER PER CITY STANDARD DWG. NO. 724.

GENERAL NOTES FOR WORK ON PUBLIC ROW:

1. ADJUST ALL EXISTING UTILITY BOXES THAT ARE TO REMAIN TO NEW SIDEWALK GRADES.
2. PROVIDE TRENCH CONSTRUCTION PER CITY STANDARD DRAWING NO. 220.
3. PROVIDE PAVEMENT RESTORATION PER CITY STANDARD DRAWING NO. 222.
4. REFER TO "THE PLANS FOR THE IMPROVEMENT OF N. MILPITAS BLVD. AND EAST DIXON ROAD" SHEETS 7 AND 8 FOR ALL ELECTRICAL WORK WITHIN THE PUBLIC ROW.

EAST DIXON ROAD IMPROVEMENT PLAN

SCALE: 1"=10'-0"

GRAPHIC SCALE

10 0 5 10 20 30 40

(IN FEET)
1 inch = 10 ft.

REGISTERED PROFESSIONAL ENGINEER STEVAN N. NAKASHIMA C25597 10/31/10 CIVIL STATE OF CALIFORNIA

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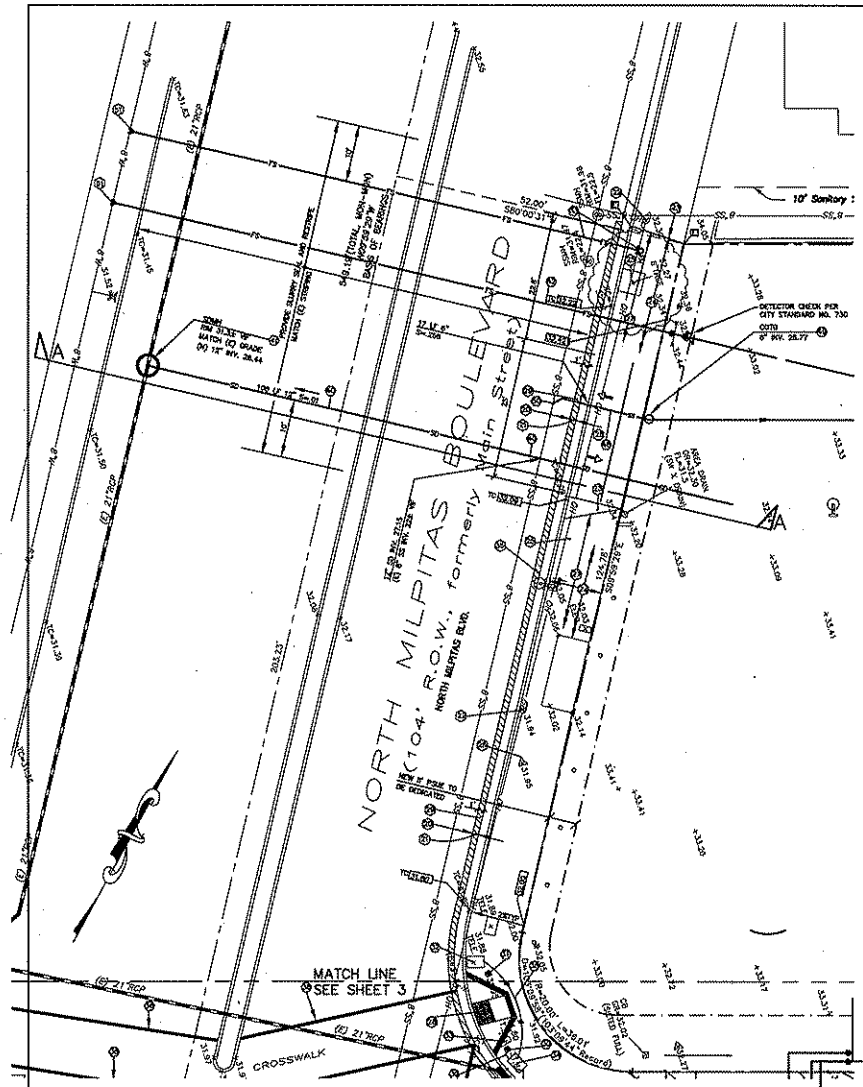

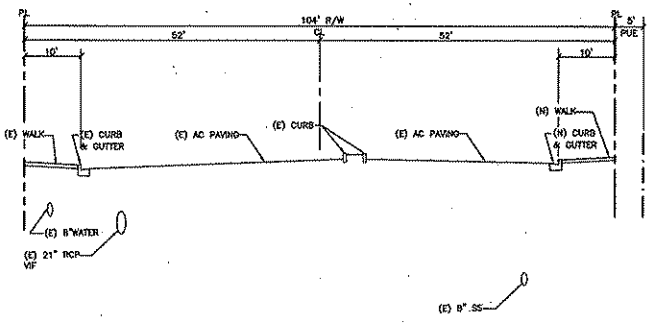

STREET SECTION A – A

SCALE:
HORIZ. 1"=10'
VERTICAL 1"=5'

KEY NOTES FOR WORK ON PUBLIC ROW:

(20) SAWCUT (E) AC PAVING.
(21) REMOVE (E) AC PAVING.
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(23) SAWCUT AND REMOVE (E) CURB, GUTTER, AND SIDEWALK.
(24) REMOVE (E) CURB, GUTTER, SIDEWALK, CURB RAMP, AND DRIVEWAYS ALONG THE PROJECT FRONTAGE.
(25) PROVIDE (N) TREE WELL PER CITY STD. NO. 448. SEE LANDSCAPE PLAN FOR TREE AND TREE WELL DETAIL.
(26) PROVIDE (N) COMMERCIAL DRIVEWAY PER CITY STANDARD DRAWING NO. 432 AND 436.
(27) PROVIDE (N) CURB, GUTTER, AND SIDEWALK TO MATCH EXISTING PER CITY STANDARD NO. 410 AND NO. 426.
(28) PROVIDE CURB RAMP PER CITY STANDARD NO. 421.
(29) PROVIDE 6" FULL DEPTH AC PATCH OVER 6" CONCRETE.
(30) (E) 1B POLE TO REMAIN.
(31) (E) TYPE 26 TS HASTAMP POLE TO REMAIN.
(32) (E) NO. 6 PULL BOX TO REMAIN.
(33) REMOVE (E) NO. 6 PULL BOX. SEE GENERAL NOTE 4 FOR WORK ON PUBILC ROW.
(34) (N) NO. 6 PULL BOX. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(35) NEW STREET LIGHT PER CITY STD. DWG. NO. 482. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(36) RESTRIPE (E) CROSSWALK IN THEIR PRESENT LOCATION PER CITY STANDARDS, 12" WHITE WITH THERMOPLASTIC.
(37) (N) 1 1/2" CONDUIT TO NEW HAND HOLE AND NEW LOOPS. NEW STREET LIGHT. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(38) (N) 2-INCH CONDUIT. SPLICE SIGNAL CONDUCTORS FROM THE PULL BOX TO AVOID REWIRING TO THE CABINET. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(39) (N) 1 1/2" CONDUIT INTO THE FOUNDATION OF THE (E) 1B POLE. SEE GENERAL NOTE 4 FOR WORK ON PUBLIC ROW.
(40) PROVIDE 12" CL. III RCP STORM DRAIN AT S=.01.
(41) PROVIDE STORM DRAIN MANHOLE PER CITY STANDARDS DRAWING NO. 230.
(N) 12" INV. 26.54
(E) 21" INV. VERIFY IN FIELD PRIOR TO ANY STORM DRAIN WORK.

KEY NOTES FOR WORK ON PUBLIC ROW:

(42) NEW 6" FIRE SERVICE.
(43) NEW 1" WATER SERVICE FOR IRRIGATION PER CITY STANDARD DRAWING NO. 723.
(44) NEW 1" WATER METER FOR IRRIGATION PER CITY STANDARD DWG. NO.723. (E) WATER METER BOX AND METER MAY BE RE-USED IF IT MEETS CITY SPECS.
(45) (N) 1" WATER SERVICE AND 3/4" SPLIT SERVICE CONNECTION PER CITY STANDARD DRAWING NO. 722.
(46) NEW 3/4" WATER METER PER CITY STANDARD DWG. NO. 722.
(47) (E) 1" WATER SERVICE TO BE USED FOR IRRIGATION. PROVIDE NEW 90° ELBOW AND REMOVE THE PORTION FROM THE ELBOW TO THE (E) METER. (E) WATER METER BOX AND METER MAY BE RE-USED IF IT MEETS CITY SPECS.
(48) PROVIDE 6" SANITARY SEWER LATERAL AT S=.02 PER CITY STANDARD DRAWING NO. 618.
(49) PROVIDE COTG AT PROPERTY LINE PER CITY STANDARD DRAWING NO. 602 & 618.
(50) CONNECT TO (E) SANITARY SEWER PER CITY STANDARD DRAWING NO. 618. (N) 6" INV. 22.42. (E) SANITARY SEWER INV. 22.25AVD PROVIDE PVC SDR 26 SANITARY SEWER.
(51) SAWCUT AND REMOVE (E) CURB, GUTTER, AND WALK AND REPLACE WITH (N) CURB, GUTTER AND WALK TO MATCH EXISTING PER CITY STANDARD AS REQUIRED FOR NEW WATER MAIN TIE-INS.
(52) PROTECT EXISTING TRAFFIC SIGNAL DETECTION LOOPS. DAMAGED LOOPS SHALL BE REPLACED WITHIN 72 HOURS OR THE CONTRACTOR SHALL BE FINED $500/DAY/LOOP.
(53) PROVIDE NEW FIRE HYDRANT PER CITY STANDARD DETAIL 742.
(54) (N) 1 1/2" WATER SERVICE PER CITY STANDARD DRAWING NO. 724.
(55) NEW 1 1/2" RESIDENTIAL WATER METER PER CITY STANDARD DWG. NO. 724.

GENERAL NOTES FOR WORK ON PUBLIC ROW:

1. ADJUST ALL EXISTING UTILITY BOXES THAT ARE TO REMAIN TO NEW SIDEWALK GRADES.
2. PROVIDE TRENCH CONSTRUCTION PER CITY STANDARD DRAWING NO. 220.
3. PROVIDE PAVEMENT RESTORATION PER CITY STANDARD DRAWING NO. 222.
4. REFER TO "THE PLANS FOR THE IMPROVEMENT OF N. MILPITAS BLVD. AND EAST WIDON ROAD" SHEETS 7 AND 8 FOR ALL ELECTRICAL WORK WITHIN THE PUBLIC ROW.

NORTH MILPITAS BLVD. IMPROVEMENT PLAN

SCALE: 1"=10'-0"

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

REGISTERED PROFESSIONAL ENGINEER STEVAN H. NAKASHIMA C25597 REN.3/31/10 CIVIL STATE OF CALIFORNIA

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

Signature + Seal Date
P.E. No. Exp.
Public Works Inspector
Public Improvements Initially Accepted by the City Council on

Revisions

Num.	Date	By	Description	City Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

Approved:
City Engineer Date
Any changes to public improvements shall be approved by the City Engineer
Recommended for approval:
Fire Dept. Date
Engineering Date

Project No. 3198
Drawing No. 2-1084
Date. 10-25-07
E.P. No.
Sheet 4 of 9