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RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Foley & Lardner LLP
402 West Broadway, Suite 2100
San Diego, CA 92101
Attn: Richard L. Moskitis, Esq.

(SPACE ABOVE FOR RECORDER'S USE)

APNs: 086-32-033 through -040

COST SHARING AND REIMBURSEMENT AGREEMENT

**(Milpitas Transit Area Specific Plan –
Piper/Montague Subdistrict – Milpitas, California)**

COST SHARING AND REIMBURSEMENT AGREEMENT

(Milpitas Transit Area Specific Plan – Piper/Montague Subdistrict – Milpitas, California)

THIS COST SHARING AND REIMBURSEMENT AGREEMENT ("Agreement"), dated for reference purposes as of _____, 2009, is made by and between the CITY OF MILPITAS, a California municipal corporation ("City"), MILPITAS STATION, LLC, a California limited liability company ("MS"), SOUTHSIDE INDUSTRIAL PARK, a California general partnership ("SI") and SCS DEVELOPMENT CO., a California corporation, dba Citation Homes Central ("Citation") (MS, SI and Citation are sometimes collectively referred to herein as the "Owners," and singularly as an "Owner") (the Owners and the City are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties"), with reference to the following:

RECITALS

A. The Owners own various parcels of improved and unimproved land located in the Piper/Montague Subdistrict (the "Subdistrict") of the Milpitas Transit Area Plan, Santa Clara County, State of California, as approved by the Milpitas City Council (the "City Council") on June 3, 2008 (the "Specific Plan").

B. SI is currently the owner of two (2) parcels of real property located within the Subdistrict (APNs 086-32-038 and 086-32-039) containing approximately 4.307 gross acres (the "Current SI Parcels"), as more particularly described on Exhibit A attached hereto and incorporated herein.

C. Citation is currently the owner of two (2) parcels of real property adjacent to the Current SI Parcels located within the Subdistrict (APNs 086-32-037 and 086-32-040) containing approximately 15.984 acres (the "Current Citation Parcels"), as more particularly described on Exhibit B attached hereto and incorporated herein.

D. MS is currently the owner of those certain adjacent parcels of real property located within the Subdistrict (APNs 086-32-033, 086-32-034, 086-32-035 and 086-32-036) containing approximately 13.85 acres (the "Current MS Parcels"), as more particularly described on Exhibit C attached hereto and incorporated herein. The Citation Parcels, along with the SI Parcels and the MS Parcels, are sometimes collectively referred to herein as the "Parcels," and singularly as a "Parcel."

E. Citation has granted MS the option to acquire one of the Current Citation Parcels commonly referred to as APN 086-32-040 and described on Exhibit B as it may be adjusted pursuant to a final subdivision map or lot line adjustment (the "Citation Option Parcel"). MS and SI have entered into an agreement to trade one of the Current MS Parcels described as Parcel 1B on Exhibit C (APN 086-32-035) ("Parcel B") for the Current SI Parcels. MS has granted to SI the option to acquire one of the Current MS Parcels described as Parcel 1A on Exhibit C (APN 086-32-036) ("Parcel A"). The Current MS Parcels minus Parcel A and Parcel B, plus the

Current SI Parcels, plus the Citation Option Parcel are referred to herein as the "MS Parcels." The Current Citation Parcels minus the Citation Option Parcel are referred to herein as the "Citation Parcel." Parcel A and Parcel B are referred to herein as the "SI Parcels."

F. By Resolution No. 09-001, the City has approved Major Tentative Map No. MT08-0004 in connection with the Citation Parcel (the "Citation Tentative Map"). The resolution approving the Citation Tentative Map contains numerous "Conditions of Approval." Condition Nos. 19 and 20 (a copy of which is attached hereto as Exhibit D) require Citation to bond, construct and/or pay for certain public infrastructure improvements and enter into a development agreement with MS and SI (the "Citation Public Improvement Conditions"). Execution of this Agreement by all parties and recording of the Agreement shall constitute full satisfaction of said Condition No. 20. The Parties agree that this Agreement shall be executed and recorded promptly after approval by the City Council. By Resolution No. 7786, the City has approved Minor Tentative Map No. TM08-0001 in connection with the MS Parcels (the "MS Tentative Map", together with the Citation Tentative Map, the "Tentative Maps"). The resolution approving the MS Tentative Map contains numerous "Conditions of Approval" (the "MS Conditions of Approval"). Condition Nos. 1, 5, 7, 8, 9, 11, 25 and 26 (a copy of which is attached hereto as Exhibit E) require MS to bond, construct and/or pay for certain public infrastructure improvements and post bonds for construction of certain public improvements (the "MS Public Improvement Conditions"). The Citation Public Improvement Conditions and the MS Public Improvement Conditions are jointly referred to herein as the "Conditions of Approval."

G. As contemplated and/or required by the Conditions of Approval for both the Citation Tentative Map and the MS Tentative Map, the Parties desire to provide for (i) the construction of certain shared infrastructure improvements to be constructed in the Subdistrict as described/depicted and cost estimated on Exhibit F attached hereto (the "Shared Infrastructure Improvements") in conformance with applicable requirements of the City, (ii) the reimbursement of the costs and expenses of the Owner(s) that construct(s) the Shared Infrastructure Improvements by the other Owners on the terms and conditions set forth herein, and (iii) the reimbursement, by way of direct Owner payments or the issuance of public bonds, of City advances or credits to Owner(s) that construct initial improvements.

H. The Parties also desire to provide for (i) the construction of certain improvements to Milpitas Boulevard, as described/depicted and cost estimated on Exhibit G attached hereto (the "City Improvements"), (ii) the construction of certain shared storm water management facilities, as described/depicted and cost estimated on Exhibit I attached hereto (the "Storm Water Facilities") including a media filter component (the "Media Filter"), and (iii) the design, dedication and construction of improvements for an approximately 3.3 acre public park in the Subdistrict (the "Public Park"), as required by the Conditions of Approval.

I. The Parties acknowledge that none of the obligations and provisions stated herein are intended to create any additional vested rights (beyond those created by the Specific Plan and Tentative Maps) or otherwise constitute a "development agreement" pursuant to California Government Code Sections 65864-65869.5, and City of Milpitas Resolution No. 6642, as amended.

J. The Parties agree that this Agreement shall run with the land described herein.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

EASEMENTS/DEDICATIONS

Subject to Section 7.2 below, each Owner shall execute, in favor of the other Owners and/or the City or other governmental agency or public or private utility, all easements or dedications (including offers of dedication) which are reasonably necessary for or reasonably requested by the City or any other Owner in connection with the construction of the Shared Infrastructure Improvements as set out on Exhibit F or the Storm Water Facilities as set out on Exhibit I or the Public Park Improvements, at no cost or charge to the other Owners, and in such form as is reasonably acceptable to the executing Party. Fully executed originals of such documents, ready for recording if applicable, shall be delivered by the applicable Owner to the other Owner and/or City and/or other agency or utility within ten (10) days after receipt of a written request from the other Owner and /or City and/or other agency or utility which request shall include the documents to be executed. The Owners understand, acknowledge and agree that the value of the land that they are respectively required to dedicate for the Shared Infrastructure Improvements and/or Storm Water Facilities pursuant to this Article 1 has been taken into account in arriving at the respective cost sharing/reimbursement obligations set forth in Article 3 below. Land dedications for the Public Park site shall be governed by Article 4 below and applicable City of Milpitas ordinances and resolutions.

ARTICLE 2

CONSTRUCTION OF SHARED INFRASTRUCTURE IMPROVEMENTS

2.1. Phasing of Shared Infrastructure Improvements. The Parties acknowledge that the desired project schedules and phasing plans for each project within the Subdistrict may differ. As such, the Parties agree that no single Owner is under any obligation to construct the entirety of the Shared Infrastructure Improvements and/or Storm Water Facilities. An Owner desiring to be a Constructing Owner (as defined below) shall construct all or any portion of the Shared Infrastructure Improvements and/or Storm Water Facilities (each, a "Phase") deemed necessary by the City pursuant to a phasing plan submitted by the Constructing Owner to the City and reasonably approved by the City prior to the commencement of construction, as described in Section 2.2.1.

2.2. Construction of Shared Infrastructure Improvements. Provided all necessary dedications, easements, permits, approvals and licenses required to construct the Shared Infrastructure Improvements and/or Storm Water Facilities in question have been obtained, the Owners hereby grant to the Constructing Owner the right to construct one or more Phases of the Shared Infrastructure Improvements and/or Storm Water Facilities in accordance with this

Agreement. For the purposes of this Agreement, the "Constructing Owner" shall be the Owner which desires to first or next proceed with the development of the Owner's Parcel(s). No Owner shall become a Constructing Owner unless the Owner has first given thirty (30) days prior written notice of the Owner's intention to become a Constructing Owner to the other Owners and the City. An Owner subsequently completing or constructing additional Phases of the Shared Infrastructure Improvements and/or Storm Water Facilities shall also be a "Constructing Owner" for purposes of this Agreement and the provisions of this Agreement shall apply to the design, permitting and construction of all such Shared Infrastructure Improvements and/or Storm Water Facilities.

2.2.1. Preparation of Plans. The scope of the Shared Infrastructure Improvements design shall consist of all items set forth in Exhibit F and shall be further defined in those final plans and specifications submitted to and approved by the City in the normal course of public infrastructure review and approval. The scope of the Storm Water Facilities design shall consist of all items set forth in Exhibit I and shall be further defined in those final plans and specifications submitted to and approved by the City in the normal course of public infrastructure review and approval. The Parties agree that the Constructing Owner shall be responsible for the design and construction of the entirety of the Phase of the Shared Infrastructure Improvements and/or Storm Water Facilities said Constructing Owner seeks to install. The Constructing Owner shall be responsible for hiring the necessary consultants (civil engineer, landscape architect, etc.) and managing the design and approval process with the City. The non-constructing Owners shall have the right to review and approve all plans and documents prior to the Constructing Owner submitting plans to the City, said approval (including consideration of coordination with future phasing) not to be unreasonably withheld, conditioned or delayed. Any non-constructing Owner which disapproves the plans shall indicate in writing the reason(s) for the disapproval. After actual receipt of plans and documents, with written notification of the expiration of the applicable review period, any non-constructing Owner that does not approve or disapprove proposed plans and documents by giving written notice thereof to the Constructing Owner within fifteen (15) business days of such receipt shall be deemed to have approved such plans and documents, but only insofar as the submitted plans and specifications comply with the terms and conditions of this Agreement. Such plans and specifications, as approved (or deemed approved) by the non-constructing Owners and the City, are referred to herein as the "Plans." The Constructing Owner shall cause the Shared Infrastructure Improvements and/or Storm Water Facilities in question to be constructed in substantial conformance with the Plans. The non-constructing Owners shall cooperate fully with the Constructing Owner to provide any information that may be reasonably required in order to complete the Shared Infrastructure Improvements and Storm Water Facilities in question in substantial conformance with the Plans, including, but not limited to, executing any applications, letters, dedications, offers of dedication, or other documentation required by the City and/or other agency or utility.

2.2.2. Permits and Bonds. The Constructing Owner shall process and obtain all permits and approvals of the City and any other governmental authorities required to construct the Shared Infrastructure Improvements and/or Storm Water Facilities in accordance with the Plans. If required by the City or any non-constructing Owner, the Constructing Owner shall provide payment and performance bonds (naming the City and each non-constructing Owner as

beneficiaries) to guarantee such construction and the payment of all construction costs arising thereunder.

2.2.3. Construction and Consultant Contracts. For all contracts related to the design or construction of the Shared Infrastructure Improvements or Storm Water Facilities that are in excess of Fifty Thousand Dollars ($50,000), the Constructing Owner shall provide a draft of such contract to the non-constructing Owners, allowing ten (10) business days after receipt in which to review and comment on such proposed contract prior to the Constructing Owner entering into such contract. Absent proof of competitive bidding, any non-constructing Owner may require that the Constructing Owner obtain at least three (3) competing bids for the proposed work under any such contract. Change orders (and all change orders thereafter) that cumulatively with previous change orders result in costs for the Phase of the Shared Infrastructure Improvements in question or Storm Water Facilities increasing by greater than ten percent (10%) above initial contracted pricing shall be subject to the approval of the non-constructing Owners, said approval not to be unreasonably withheld, conditioned or delayed. Following the completion of the work in question, the Constructing Owner shall provide copies of final invoices, records, change orders, payment invoices and other documents reasonably requested by any non-constructing Owner.

2.2.4. Compliance with Laws. The Constructing Owner shall cause the Phase in question to be completed in compliance with all permits issued in connection with the Shared Infrastructure Improvements and/or Storm Water Facilities in question and all other governmental laws, ordinances, rules, regulations and requirements, including, but not limited to, any public contracting requirements (collectively, "Laws") in connection with all work performed in connection with the Shared Infrastructure Improvements and Storm Water Facilities in question.

2.2.5. Construction Work. The Constructing Owner shall cause the Shared Infrastructure Improvements and Storm Water Facilities in question to be constructed in substantial conformance with the Plans and in conformance with all applicable Laws.

2.2.6. Completion. Following commencement of construction of the Shared Infrastructure Improvements and/or Storm Water Facilities in question, the Constructing Owner shall cause the construction of such Shared Infrastructure Improvements and/or Storm Water Facilities to be pursued until Completion (defined herein) with commercially reasonable diligence. The terms "Completion" and "Complete" mean the date when all of the following conditions have been satisfied.

2.2.6.1 Completion of construction of the Shared Infrastructure Improvements and/or Storm Water Facilities in question in substantial conformance with the Plans;

2.2.6.2 Recordation of a Notice of Completion pursuant to California Civil Code Section 3093 with respect to the construction of the Shared Infrastructure Improvements and/or Storm Water Facilities in question; and

2.2.6.3 Delivery to the other Owners and the City of the Notice of Completion by the Constructing Owner.

Notwithstanding Completion as set forth above, the Constructing Owner shall be responsible for obtaining acceptance of the Shared Infrastructure Improvements and/or Storm Water Facilities work in question by the City (and any other appropriate utilities and/or agencies, if applicable) and obtaining the release of all bonds relating thereto. Owners hereby agree to cooperate in facilitating acceptance of the Shared Infrastructure Improvements and/or Storm Water Facilities by the City and acceptance of the dedication thereof by the City. The Constructing Owner shall also cause the Shared Infrastructure Improvements and/or Storm Water Facilities installed by it to be maintained and all slope maintenance and erosion control measures to be performed as required by the City for the maintenance period specified by the City.

2.2.7. Payment of Costs. The Constructing Owner shall pay, in a timely manner, all costs and expenses associated with the construction of the Shared Infrastructure Improvements and Storm Water Facilities performed by it, subject to reimbursement of a portion of those costs and expenses in accordance with Article 3 below. The Constructing Owner agrees to keep the other Owner's Parcel(s) free and clear of all mechanic's and materialman's liens (or bond over same) on account of Shared Infrastructure Improvements and/or Storm Water Facilities installed by it, materials provided or services rendered for the Constructing Owner or persons claiming under or through the Constructing Owner.

2.2.8. Cessation of Work. In the event the Constructing Owner, prior to completion, ceases to perform work on the Shared Infrastructure Improvements or Storm Water Facilities or Public Park Improvements in question with commercially reasonable diligence, the City and/or a non-constructing Owner shall have the right to give notice to the Constructing Owner and any other non-constructing Owners of such default (a "Default Notice"). If the Constructing Owner does not (i) resume construction with commercially reasonable diligence within thirty (30) days after receipt of the Default Notice and thereafter continuously use commercially reasonable diligence to complete the work in question, or (ii) dispute in writing the correctness of the Default Notice within ten (10) days after receipt of the Default Notice, such Constructing Owner shall be deemed to be a "Defaulting Owner" for the purposes of this Section 2.2.9, and any of the non-constructing Owners shall have the right, but not the obligation, to take over the completion of the Shared Infrastructure Improvements or Storm Water Facilities or Public Park Improvements in question, in which event, in addition to any credits towards PMIP and TASP Fee obligations allowed pursuant to this Agreement, the following provisions shall apply: (a) the Defaulting Owner shall not be entitled to any Management Fee (as defined in Section 3.1 below) for any of the work for the entire Phase (or Storm Water Facilities or Public Park Improvements) in question; (b) the non-constructing Owner taking over the completion of the Phase (or Storm Water Facilities or Public Park Improvements) in question shall receive the Management Fee for the entire Phase (or Storm Water Facilities or Public Park Improvements) in question, not just the portion of such Management Fee allocable to the work necessary to complete the Phase (or Storm Water Facilities or Public Park Improvements); and (c) any non-constructing Owner that elects to take over completion shall be (A) entitled to make a claim against any bond provided by the Defaulting Owner, and all Owners shall cooperate in securing payment for completion of such work under the terms of such bond (and the payments under such bonds made to any Party or Parties shall be the "Bond Payments"), and (B) entitled to full

credit under Article 3 and/or Article 4 (in the place and stead of the Defaulting Owner) for the prior expenses of the initial Constructing Owner in an amount equal to the difference of (x) the duplicative and/or added costs of taking over the completion of the Phase (or Storm Water Facilities or Public Park Improvements) that would not have been incurred but for the Defaulting Owner's failure to timely complete the work in question, less (y) the Bond Payments received by such non-constructing Owner (such amount determined pursuant to this clause (B) being the "Default Costs"). If the Constructing Owner in receipt of a Default Notice timely disputes the correctness of the Default Notice, the dispute shall be resolved pursuant to Article 10 below. In that event, such initial Constructing Owner shall only be deemed a Defaulting Owner hereunder following resolution of such dispute determining that the Default Notice was correctly given.

2.2.8.1 City Remedies. In the event that, prior to completion of a Phase (or Storm Water Facilities or Public Park Improvements), the City previously issued to a Defaulting Owner any credit against its PMIP obligation or any Shared Infrastructure TASP Fees Credit pursuant to Section 3.2.3 in connection with that Phase, then the City, in addition to all other remedies available to it at law or in equity, shall have the option to immediately collect the Mello-Roos special tax set forth in Article 3 on the Defaulting Owner's Parcels (including, without limitation, its Paid Units) in order to reimburse any and all costs incurred by the City in connection with such Defaulting Owner's failure to complete such Phase (or Storm Water Facilities or Public Park Improvements), including (a) any extensions of credits to offset impact fees and other fees owed to the City by such Defaulting Owner in connection with such Phase (or Storm Water Facilities or Public Park Improvements) in excess of the amount expended by such Defaulting Owner in connection with such Phase (or Storm Water Facilities or Public Park Improvements) that is not reimbursed to the City by Bond Payments, and (b) any extensions of credits to offset impact fees and other fees given by the City to any non-constructing Owner to reimburse such non-constructing Owner for any Default Costs.

ARTICLE 3

REIMBURSEMENT OF IMPROVEMENT COSTS

3.1. Improvement Costs. As used herein, "Improvement Costs" shall mean all costs relating to the Phase of the Shared Infrastructure Improvements in question and Storm Water Facilities, including, but not limited to, hard construction costs, design work, preparation of Plans, engineering, fees and costs associated with processing and issuance of governmental permits and approvals, insurance and bonding costs, maintenance costs, and a management fee to the Constructing Owner equal to seven percent (7%) of design and hard construction costs (the "Management Fee").

3.2. Reimbursement of the Constructing Owner. The Owners acknowledge that all of the Shared Infrastructure Improvements and Storm Water Facilities benefit each Owner's project, and that each Owner bears responsibility for paying a pro-rata share of the costs associated with the Shared Infrastructure Improvements and Storm Water Facilities. In the event that a Constructing Owner installs a Phase or Phases of the Shared Infrastructure Improvements and/or Storm Water Facilities, said Constructing Owner shall be entitled to reimbursement from the non-constructing Owners for the pro-rata share of the total cost of the Phase or Phases of

Shared Infrastructure Improvements and/or Storm Water Facilities installed by the Constructing Owner. Reimbursement shall be facilitated through the following mechanism:

3.2.1. At such time as the initial Constructing Owner has completed the first Phase of Shared Infrastructure Improvements ("Initial Completion Date"), an updated cost estimate will be prepared by the Constructing Owner for the entirety of the Shared Infrastructure Improvements based upon the actual costs incurred by the Constructing Owner in completing the first Phase (an "Updated Cost Estimate").

3.2.2. The Updated Cost Estimate (and estimated costs to install/complete the Storm Water Facilities if not constructed in total as part of the first Phase for any reason) shall form the basis for a Piper-Montague Infrastructure Payment ("PMIP") to be collected by the City from all of the Parcels which will be allocated to Citation, MS and SI on a pro-rata basis as set forth below. The Parties acknowledge and aver that under no circumstances shall such payment constitute a developer "impact fee" or other charge subject to the requirements of AB 1600 (the Mitigation Fee Act) or Proposition 218 or a special tax, fee, or charge.

3.2.2.1 For all Shared Infrastructure Improvements: Citation Parcel = 44%; SI Parcels = 30%; MS Parcels = 26%; and

3.2.2.2 For the Storm Water Facilities: Citation Parcel = 31.60%; SI Parcels = 16.11%; MS Parcels = 39.27% (with 1.53% of Storm Water Facilities costs being allocated to the Public Park pursuant to Section 4.5 below, and 11.49% of Storm Water Facilities costs being allocated to the public streets and allocated among the Owners pursuant to the Shared Infrastructure Improvements allocations set forth in Section 3.2.2.1 above and included in the PMIP).

The pro-rated PMIP for each Parcel will be divided by the total number of residential units (each a "Unit") approved by the City to be constructed within each Parcel and expressed as a per-Unit fee.

In the event that SI does not acquire Parcel A, this Agreement shall remain in full force and effect and the PMIP allocations shall be adjusted as follows: (A) the Shared Infrastructure Improvements allocations shall be Citation Parcel = 44%; Parcel A = 14.3%; Parcel B= 15.7%; MS Parcels = 26%, (B) the Storm Water Facilities allocations shall be Citation Parcel = 31.60%; SI Parcels 6.19%; MS Parcels 49.19%, Public Park 1.53% and Public Streets 11.49%; and (C) the definition of "Parcels" for purposes of this Agreement shall be modified accordingly. In the event that MS does not acquire the Citation Option Parcel, this Agreement shall remain in full force and effect and the allocations contained in Section 3.2.2.1 and Section 3.2.2.2 shall remain unchanged. In the event that MS and SI do not complete the trade of Parcel B for the Current SI Parcels, this Agreement shall be deemed to be void *ab initio*. Furthermore, the trade of Parcel B referenced in Recital E must be completed before the issuance of any credits or cash payments by the City.

3.2.3. The total amount expended by the Constructing Owner on Shared Infrastructure Improvements and Storm Water Facilities shall apply as a credit against that Owner's PMIP obligation for the number of building permits requested by that party. To the

extent such Owner's expenditures on Shared Infrastructure Improvements and/or Storm Water Facilities exceed said Owner's PMIP obligation for the number of building permits requested, the excess shall apply (i) first, as a credit against that Owner's total Transit Area Specific Plan Impact Fee payable to the City ("TASP Fee") for the number of building permits requested (such credits made pursuant to this clause (i) being the "Shared Infrastructure TASP Fee Credit"), and (ii) any remaining excess as a credit against that Owner's future PMIP and TASP Fee obligations, up to the amount of the Owner's future PMIP and TASP Fee obligations. In the event of future credits under clause (ii), deduction shall be made first from the Owner's PMIP obligation and second from its TASP Fee obligations. The worksheet attached hereto as Exhibit H provides a detailed example of the manner in which the PMIP and Shared Infrastructure TASP Fee Credit would be allocated under the circumstances described herein.

3.2.4. After the completion of the first Phase of the improvements, the Owner which is the Constructing Owner for the next Phase of the improvements, in accordance with Section 2.2 hereof, shall prepare a new cost estimate for all remaining Phases of the improvements which shall be used to update the previous Updated Cost Estimate (either up or down) and the Updated Cost Estimate as so revised shall be used for calculating the PMIP on a go forward basis for all building permits for Units requested by any Owner thereafter.

3.2.5. Under no circumstances shall the City be obligated to make any cash payments to an Owner in the event Shared Infrastructure TASP Fee Credit to such Owner singly or in combination with any other development-related credits, exceed the aggregate amount of an Owner's TASP Fee obligations, provided, however, that such Owner shall be entitled to a credit against other development fees and as permitted by state or local law.

3.2.5.1 Furthermore, no credit shall be issued by the City unless the Owners document in writing to the City's reasonable satisfaction that MS and SI have completed the trade of Parcel B for the Current SI Parcel referenced in Recital E. Copies of the recorded grant deeds effecting the trade shall be deemed to constitute documentation of the trade satisfactory to the City.

3.2.6. Each Owner shall reimburse the City for the City's issuance of Shared Infrastructure TASP Fee Credit to a previous Constructing Owner pursuant to Section 3.2.3 for expenditures by a previous Constructing Owner on Shared Infrastructure Improvements and/or Storm Water Facilities that exceed said previous Constructing Owner's PMIP obligation. This reimbursement shall be made by the Owner(s) through the payment of the PMIP on a per Unit basis as and when building permits for Units are requested by an Owner as a surcharge to the TASP Fee. In the event that any of the Owners have not requested all building permits for the Units allocated to their Parcels within seven (7) years after the Initial Completion Date, then the City may levy assessments or collect Mello-Roos special taxes from Unpaid Units for their share of the Shared Infrastructure Improvements and Storm Water Facilities costs for which the City has previously issued Shared Infrastructure TASP Fee Credit to a Constructing Owner pursuant to Section 3.2.3 as set forth in Section 3.2.7. Except as provided in Section 2.2.8.1, under no circumstances shall such assessments be levied against a Paid Unit.

3.2.7. Assessments/Mello-Roos Special taxes. Assessments or special taxes authorized pursuant to Section 3.2.6 shall be collected by means of financing provided by either

the California Communities Joint Power Authority Statewide Community Infrastructure Program ("SCIP") or a Mello-Roos District or Community Facilities District ("CFD"). A single SCIP or CFD shall be established for all of the Parcels (with such separate taxing categories for each Owner's Parcel as may be necessary). To provide a security for payment of each Owner's PMIP obligations to the City and their agreements to pay the assessments and special taxes provided by and in accordance with Section 2.2.8.1 and Section 3.2.6, within three (3) months of the execution of the Agreement, each Owner shall request the City's formation of the CFD and agree to the potential levy of special taxes, pursuant to the terms of this Agreement and the rate and method of apportionment documents for said CFD. For purposes of this Agreement, said CFD special taxes shall be used by the City solely to reimburse itself for the advancement of Shared Infrastructure TASP Fee Credits pursuant to Section 3.2.3 and administrative costs, and as allowed under Section 2.2.8.1. For purposes of this Agreement, the CFD shall not engage in the construction of any of the Shared Infrastructure Improvements or Storm Water Facilities. The Owners shall cooperate with the City in the proceedings necessary to establish the special tax, including consenting to and/or voting in favor of the special tax and other actions. The Owners shall not protest the formation of a Community Facilities District or the levying of any special taxes thereunder, pursuant to the terms of this Agreement. Any leases, agreements for sale or other documents transferring rights to part or all of the Owners' properties, entered into after the date hereof, shall include provisions that assure that any right to consent, right to protest, or right to vote on the formation of a Community Facilities District or the levy or collection of a special tax held by the a tenant or a transferee shall be exercised in the same manner as is required of the Owner(s) in this Article 3. The Parties understand, acknowledge and agree that no assessments or special taxes shall be actually payable prior to seven (7) years after the Initial Completion Date, except possibly as set forth in Section 2.2.8.1 hereof.

3.2.7.1 After the formation of the CFD and consent to the potential collection of the special tax listed above in Section 3.2.7, the Owners may, no later than the end of the seventh year following the Initial Completion Date, request that the City seek SCIP financing in lieu of the CFD Bond financing method. In such case, the Owners shall request City satisfaction of SCIP participation requirements, including such things as adoption of a resolution making an election, and other SCIP requirements. The Owners shall also cause the submission of a financing application to SCIP. In the event that the SCIP application is reviewed and approved by SCIP administrators and all other requirements for SCIP financing, including the SCIP-mandated acquisition agreement for completed improvements, have been satisfied, the City may at its sole discretion then release the Owners from the CFD Bond financing obligation and instead permit the Owners to use SCIP financing to reimburse the City for its advancement of the Shared Infrastructure TASP Fee Credits, instead of CFD Bond financing, and its associated administrative costs.

3.2.7.2 Notwithstanding anything set forth in Section 3.2.7 above, in the event that (a) neither SCIP nor CFD financing is then available, or (b) if SCIP or CFD financing is available, but only at an interest rate greater than nine percent (9%), then, as an alternative to SCIP or CFD financing, the City and Owners agree that assessments shall be collected directly by the City from the Owners over a period of seven (7) years at a total annual rate not to exceed the greater of the following (the "Direct Assessment Method"): (i) $717,857.00 (which is equal to the quotient of $5,025,000 divided by 7); and (ii) the quotient of (x) the sum of Improvement

Costs previously paid plus the current Updated Cost Estimate to complete the Shared Infrastructure Improvements and Storm Water Facilities, divided by (y) seven (7).

3.2.8. Early Repayment. Once the collections of assessments or special taxes commence, the assessed or taxed Owners may at any time pay off their remaining respective obligation in a lump sum total (including financing and administrative costs), as determined by the City (in the context of CFD financing or the Direct Assessment Method), or the City and the California Communities Joint Powers Authority (in the event of SCIP financing) pursuant to provisions for such early payoff to be set forth in the CFD or SCIP documentation, which provisions shall be reasonably agreed upon by all of the Parties. Upon the satisfaction of said remaining obligation, as determined by the City or the California Communities Joint Powers Authority, the Owner's Parcel(s) shall be relieved of any further assessments in connection with the Shared Infrastructure Improvements and Storm Water Facilities costs.

ARTICLE 4

PUBLIC PARK IMPROVEMENTS

4.1. Subdistrict Public Park. The City has indicated that it would like the Public Park to be constructed in advance of full build-out of all of the residential Units within the Subdistrict. The Parties understand that in order to deliver the Public Park as desired by the City, the following tasks must be coordinated and completed: land dedication (by Citation and MS), design of park improvements, plan approval, and construction of park improvements. The Parties agree to coordinate their efforts to ensure that the Public Park is under construction within the timeline described in Section 4.6 below.

4.2. Park Dedication and Fee Credit. MS and Citation agree to offer to dedicate the land to the City as shown on their respective Tentative Subdivision Maps as the Public Park site. No land dedicated for the Public Park site shall be encumbered or made subject to a CFD (including, without limitation, any CFD to be formed pursuant to Section 3.2.7 above). The Parties acknowledge that said Public Park site dedication may be required prior to approval or recordation of final subdivision maps, in which case the land may be transferred to the City via legal description. In exchange for dedicating such land, MS and Citation shall each receive a fee credit from the City against their respective TASP Fee obligations, pursuant to Section 5(B)(2) of City of Milpitas Resolution No. 7778 (September 2, 2008), as amended, for each square foot of the Public Park site that is dedicated from the MS Parcels (as to MS) and the Citation Parcel (as to Citation). Such credit shall be referred to herein as the "Park Land Fee Credit". SI shall not receive any such dedication credit.

4.3. Park Design. The Parties agree that the City Council approval of the Tentative Maps shall constitute and demonstrate a legislative finding that the size and location of the proposed Public Park is consistent with the Specific Plan. However, the Parties understand, acknowledge and agree that the City's current intent for the design of the improvements for the Public Park varies from those improvements shown on the Tentative Maps, and is subject to further amendment and final approval by the City Council. The Parties agree to work together in good faith to design the physical improvements to the Public Park in a manner that satisfies the City's desire to provide recreational space and other amenities for use by future residents within the Subdistrict, as well as existing residents from the surrounding community, and such agreed

upon and approved improvements shall be referred to herein as the "Public Park Improvements". The Parties shall also cooperate in an effort to craft a construction phasing plan for the construction of the Public Park Improvements that is acceptable to all Parties.

4.4. Design Approval and Construction Management. Subject to Section 2.2 above, the Parties agree that the initial Constructing Owner shall be the lead Party with respect to the design and construction of the Public Park Improvements and shall be entitled to receive a reasonable industry standard amount for overhead and profit. The initial Constructing Owner shall be responsible for hiring all necessary consultants (civil engineer, landscape architect, etc.) and managing the design and approval process with the City. The non-constructing Owners shall have the right to review and reasonably comment on all plans and documents prior to the initial Constructing Owner submitting plans for the Public Park Improvements to the City.

4.5. Park Improvement Reimbursement. The City acknowledges and agrees that all costs associated with the design and construction of the Public Park Improvements ("Park Improvement Costs") shall be subject to a full credit against the Constructing Owner's TASP Fee obligations (including a reasonable industry standard amount for overhead and profit) (the "Park Construction Fee Credit"). The Park Construction Fee Credit shall initially be calculated using an estimate for the costs of the design and construction of the Public Park Improvements, as mutually agreed upon by the City Engineer and the Constructing Owner. Following the completion of the construction of the Public Park Improvements in substantial conformance with the plans therefor, the Constructing Owner shall provide final invoices, records, change order documents, payment invoices and other necessary documents, as requested by the City, in order to provide to the City a final accounting of actual project costs to determine the Park Construction Fee Credit. The City shall thereafter have sixty (60) days in which to review and approve such items, which approval shall not be unreasonably withheld, conditioned or delayed. If the City does not approve all such items, the Park Construction Fee Credit shall be the amount approved by the City, and, if the Constructing Owner disputes the disapproval of such items by the City, the dispute shall be settled by arbitration pursuant to Article 10 hereof.

4.6. Construction Timeline. In order to ensure timely delivery of the Public Park Improvements, the Owners shall ensure that commencement of construction of Public Park Improvements is underway before any one Owner has achieved the thresholds set forth below. Specifically, the Public Park Improvements must be under construction prior to or concurrent with the occurrence of any one of the following:

4.6.1. Issuance of the 280th building permit for the Citation Parcel; or

4.6.2. Issuance of the 134th building permit for the MS Parcels; or

4.6.3. Issuance of the 193rd building permit for the SI Parcels; or

4.6.4. The cumulative issuance of 300 building permits for all of the Parcels.

It is the joint responsibility of all Owners to ensure the Public Park Improvements are designed and approved in order to enable commencement of construction prior to the above-referenced triggers. The City may refuse to issue building permits to any Owner if the Public

Park Improvements are not under construction as set forth herein, prior to the achievement of the milestones set forth above.

4.7. Cap on Park Improvement Costs. Notwithstanding anything set forth in this Article 4 above, the City agrees that no Constructing Owner of the Public Park Improvements shall be required to incur Park Improvement Costs which exceed the difference of the following (the "Park Cost Cap"): (a) the sum of PMIP and TASP Fee obligations attributable to all Units allocated to the Constructing Owner's Parcels, less (b) the sum of (i) all amounts expended by the Constructing Owner on Shared Infrastructure Improvements and Storm Water Facilities, (ii) any Park Land Fee Credit due to the Constructing Owner, and (iii) all amounts expended by such Constructing Owner on City Improvements pursuant to Section 12.14. The City understands, acknowledges and agrees that any Park Improvement Costs in excess of the Park Cost Cap shall not be collected from any additional assessments against Parcels in the Subdistrict. Notwithstanding anything in this Agreement or the Conditions of Approval to the contrary, a Constructing Owner's expenditure of funds on the Public Park Improvements in the amount of the Park Cost Cap shall be deemed to constitute compliance with Section 4.6 and the Constructing Owner's obligations with respect to its Public Park under this Agreement, its Conditions of Approval and its Tentative Map.

ARTICLE 5

REIMBURSEMENT OF CITY ADMINISTRATIVE COSTS

The Owners acknowledge that the administration of this Agreement constitutes an extraordinary cost to the City. Accordingly, the Owners shall pay for all of the following costs and expenses of the City to administer this Agreement and the procedures set up hereunder and incurred on or after the date hereof: (i) the reasonable attorney's fees attributable to the Office of the Milpitas City Attorney (the "City's Internal Costs"); and (ii) reasonable fees of third-party attorneys, consultants, and other specialists as the City may require, in its reasonable discretion (the "City's External Costs" and, together with the City's Internal Costs, the "City's Administrative Costs"). The City's Administrative Costs shall be allocated among the Owners pursuant to Section 3.2.2.1 above (and each Owner shall be solely responsible for the timely payment of its pro-rata portion of the City's Internal Costs and the City's External Costs in accordance with the provisions of this Article 5). The City's Internal Costs shall be billed to each Owner individually as a part of the Owner's Private Job Account in connection with the Owner's project in the Subdistrict. The invoices for the City's External Costs shall be paid by the Owners directly to the third-party attorneys, consultants, and other specialists retained by the City. Payment by an Owner of the City's Administrative Costs attributable to it shall be a condition precedent to the issuance of any building permit, legislative body approval, grant of entitlement, certificate of occupancy, or other City approval for such Owner's project. An Owner shall be entitled to pay amounts pursuant to the Article 5 under protest. The City shall work in good faith with Owners to limit costs. To help achieve reasonable cost controls, the City, upon an Owner's request, may provide periodic or milestone –based invoices and other cost tracking and administrative expense limiting measures consistent with City practices.

ARTICLE 6

IMPROVEMENT COST AND PUBLIC IMPROVEMENT COST REIMBURSEMENTS

6.1. Scope of City Obligation. The Owners acknowledge that the City shall only be obligated to provide such credits for the Shared Infrastructure Improvements, the Storm Water Facilities pursuant to the terms and procedure stated herein and, with respect to the Shared Infrastructure Improvements and the Storm Water Facilities, as expressed in the example worksheet attached as Exhibit H.

6.2. Overview. In broad terms, the procedure for the City to allocate credits and make cash payments shall be as follows. The Owners shall be subject to the PMIP obligations described in Article 3 and TASP Fee obligations, both of which shall be payable with respect to each Unit upon the issuance of a building permit for the Unit. The City shall provide each Owner with credits against its PMIP obligations as described in Article 3. In addition, and notwithstanding anything set forth in this Agreement to the contrary, the City shall provide each Owner with credits against its TASP Fee obligations in the following order, and regardless of when in time such credits are earned: (a) first, in the amount of its Shared Infrastructure TASP Fee Credit in accordance with Article 3; (b) second, in the amount of its Park Construction Fee Credit; and (c) lastly, in the amount of its Park Land Fee Credit.

6.3. No City Payment for Construction Fee Credits. An Owner's Shared Infrastructure TASP Fee Credit shall be determined as described in Article 3. If an Owner's Shared Infrastructure TASP Fee Credit shall exceed its aggregate TASP Fee obligations, under no circumstances shall such Owner be entitled to a cash payment for such excess; provided, however, that such Owner shall be entitled to a credit against other development fees as permitted by state or local law.

ARTICLE 7

GRANT OF RIGHT TO ENTER

7.1. Grant. The non-constructing Owners hereby grant to the Constructing Owner, its employees, agents, representatives, subcontractors and contractors, the right to enter upon the non-constructing Owners' Parcel(s) for purposes related to the construction of a Phase or Phases of the Shared Infrastructure Improvements and/or Storm Water Facilities and/or the Public Park Improvements in question pursuant to the terms of this Agreement. Within ten (10) days after receipt of a written request from the Constructing Owner (which includes copies of the documents requested to be executed), each non-constructing Owner agrees to execute any additional documents reasonably required by the City or other governmental agency, the Constructing Owner, a utility company, title company or lender, to evidence the grant of this right of entry, including, but not necessarily limited to, reasonable permission to grade and right of entry agreements. The City shall grant to each Constructing Owner, its employees, agents, representatives, subcontractors and contractors, the right to enter upon all portions of any of the Parcels previously dedicated to the City (and to Piper Drive and Milpitas Boulevard, as applicable) for purposes related to the construction of a Phase or Phases of the Shared Infrastructure Improvements and/or Storm Water Facilities and/or the Public Park Improvements

in question pursuant to this Agreement and City's standard right of entry procedures and requirements.

7.2. Entry Terms and Conditions. Without limiting the indemnity provisions hereof, the Owners acknowledge that construction of the Phase(s) of the Shared Infrastructure Improvements and/or Storm Water Facilities in question may temporarily interfere with each Owner's use and development of their respective Parcels and buildings and improvements located thereon. In exercising its rights hereunder, Constructing Owner agrees to use commercially reasonable efforts to refrain from engaging in activities that will unreasonably interfere with the non-constructing Owners' use or development of their Parcel(s). In no event shall the Constructing Owner's activities require the demolition of or abandonment of existing improvements (other than possibly driveway and parking areas not deemed necessary to continuing operations on the Parcel impacted in the reasonable discretion of the non-constructing Owner) or otherwise violate any rights of existing tenants of any non-constructing Owner. Each Owner agrees that any new lease that it enters into, or any extension of any existing lease, shall provide that the tenant is subject to potential temporary interference during a period of construction (not to include denial of access).

7.3. Insurance. Prior to entry onto the property of a non-constructing Owner, a Constructing Owner shall obtain, and cause to be maintained throughout the construction period until completion and expiration of any maintenance period (as defined below), comprehensive general liability and property damage insurance, written on an occurrence basis, insuring against personal injury, death or property damage in the amount of at least Two Million Dollars ($2,000,000) per occurrence, including non-owned automobile coverage. The Constructing Owner shall be the named insured and the non-constructing Owners and the City, and then mortgagees, if any, shall be named additional insureds under such policy. Such policy shall provide that coverage of the non-constructing Owners and the City as additional insureds shall be primary and that any insurance maintained by the non-constructing Owners and the City shall be excess only. Evidence of such insurance shall be delivered to each non-constructing Owner and the City prior to any entry onto the non-constructing Owner's Parcel(s).

7.4. Indemnity. Each Constructing Owner hereby agrees to and does hereby, protect, indemnify defend and hold the non-constructing Owners and their Parcel(s) and the City, which includes the non-constructing Owners' and the City's officers, shareholders, partners, members, agents and employees, and their respective employees, officers, directors, agents, tenants, members, representatives, invitees, successors and assigns (the "Indemnified Parties"), harmless from and against any and all losses, costs, expenses, damages, causes of action, and injury to person or property, including mechanics' liens (collectively the "Claims"), arising or resulting from the construction of the Phase of the Shared Infrastructure Improvements and/or Storm Water Facilities and/or Public Park Improvements in question or any entry on the non-constructing Owners' or the City's Parcel(s) by the Constructing Owner, or its employees, agents, representatives, contractors and/or subcontractors, provided that the Constructing Owner shall have no responsibility or liability to protect, indemnify, defend and hold the non-constructing Owners, the City, and Indemnified Parties harmless from any Claims arising from the negligence or misconduct of the non-constructing Owners or Indemnified Parties.

7.5. Duration. The Constructing Owner's right of entry, except for those permanent easements and dedications entered into between the Owners pursuant to Article 1 above, shall expire upon Completion of the Phase of the Shared Infrastructure Improvements and/or Storm Water Facilities and/or Public Park Improvements in question and the expiration of any maintenance or warranty periods with respect to the Phase of the Shared Infrastructure Improvements and/or Storm Water Facilities and/or Public Park Improvements in question imposed by the City or any other governmental agency. Upon the request of the non-constructing Owners or the City following the expiration of the right of entry, the non-constructing Owners and the Constructing Owner shall cooperate reasonably to prepare and record documents terminating and releasing the grant of entry rights set forth in this Article 7 and any supplemental documents further granting or implementing such rights.

7.6. Storm Water Facilities. Citation agrees to provide land to accommodate the project-wide Media Filter in the approximate location shown on Exhibit I, Sheet 1, at no cost to the other Parties. The Parties acknowledge that the precise location of the project-wide Media Filter may change depending on site conditions, regulatory constraints, and other unforeseen circumstances, including, but not limited to the actions of public agencies and other entities that are not party to this Agreement. In the event such circumstances preclude Citation from providing land as described herein, the Parties shall cooperate in efforts to identify a suitable alternative location within the Subdistrict. In the event that Citation is not the Constructing Owner for purposes of constructing the project-wide Media Filter, Citation grants the Constructing Owner of the project-wide Media Filter the easements and dedications provided in Article 1 above and the access rights set forth in Section 7.1 above, subject to the terms and conditions set forth in Article 1 and Article 7 above, as applicable. After the construction of the project-wide Media Filter and the other Storm Water Facilities, the Parties agree to enter into a separate cost sharing agreement for the ongoing maintenance and repair of the Media Filter and other Storm Water Facilities, which cost sharing agreement shall allocate such maintenance and repair obligations among the Owners in accordance with the allocations set forth in Section 3.2.2.2.

ARTICLE 8

SPECIFIC INDEMNIFICATION OF CITY

8.1. Owner Indemnification of City. Each Owner agrees to and shall indemnify, hold harmless and defend City and its officers, officials, members, agents, consultants, attorneys, employees, and representatives (collectively, the "Indemnified City Parties") from and against (A) any claims, disputes, damages, losses, expenses, consultant fees, specialist fees or attorneys' fees arising out of this Agreement or out of the performance of this Agreement in connection with a claim made by a third party (i.e., excluding claims made by another Owner) and (B) liability or claims for death or personal injury and liability and claims for breach of contract and property damage which may arise from the acts, errors and/or omissions of said Owner or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project or this Agreement (the "Indemnified Claims"). The foregoing indemnity applies to all deaths, injuries and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors and/or omissions referred to in this paragraph, regardless of whether or not City prepared, supplied or approved agreements, plans or specifications, or both, and

regardless of whether or not insurance policies are applicable. Notwithstanding the foregoing, the Owner in question shall have no indemnity obligation under this Article 8 if such claim or loss is due in whole or in part to the negligence or willful misconduct of the Indemnified City Parties.

In indemnifying the City pursuant to Section 7.4 or Section 8.1, the indemnifying Owner(s) shall have the obligation to provide the defense of City in the litigation, either by providing legal counsel or, at City's option, timely paying the legal costs incurred by City in the defense of litigation with counsel chosen by City and reasonably acceptable to the Owner. City shall, at no cost to City, cooperate with the indemnifying Owner(s) in any such defense as the indemnifying Owner(s) may reasonably request. Furthermore, the City shall not settle or resolve any such claim without the prior written consent of the indemnifying Owner(s), said consent not to be unreasonably withheld. In the event of a court action, dispute, or proceeding, and no Owner provides a defense, (i) City shall have the right, but not the obligation, either to defend or not to defend such action, dispute or proceedinge, and to resolve such action, dispute or proceeding in any manner it chooses in its sole discretion, including terminating this Agreement; (ii) in the event of such termination, Owners, upon written request of City, shall immediately execute a termination document or other document reasonably required by a reputable title company to remove this Agreement as a cloud on title; and (iii) the City may settle or resolve any such claim without the consent of the Owner(s).

ARTICLE 9

DEFAULT

9.1. Default. A default under this Agreement will exist in the event: (i) an Owner fails to make any monetary payment when due hereunder, and such default is not cured within ten (10) days after receipt of written notice of default from the Owner to whom the payment is due (which notice describes the unpaid amount and the basis for it); or (ii) an Owner fails to perform any other obligation of such Owner hereunder and such default is not cured within thirty (30) days after receipt of written notice from a non-defaulting Owner or the City, provided that if the default reasonably requires additional time to complete the cure, such 30-day period shall be extended for the time reasonably required so long as the defaulting Owner commences the cure within such 30-day period and diligently prosecutes the cure to completion thereafter.

ARTICLE 10

ARBITRATION

10.1. Arbitration of Disputes. Any dispute between the Owners arising out of the interpretation or performance of this Agreement shall be resolved pursuant to this Section 10.1. As to disputes between the City and any Owner(s) in connection with Park Improvement Reimbursement pursuant to Section 4.5 hereof shall be resolved pursuant to this Section 10.1. The City may in its sole discretion opt to use or allow an Owner(s)' use of the arbitration provisions set forth in this Article 10 in connection with other disputes between the City and an Owner(s). As to the City, the arbitration rights provided for herein shall be in addition to any other rights available to it under law and this Agreement. In the event of City exercise or

allowance of the use of the arbitration procedures provided in this Article 10, City shall be entitled to all rights provided to an "Owner" as provided herein.

10.1.1. Voluntary Settlement. At any time after a dispute has arisen, any of the Owners may deliver written notice to any other Owner describing the dispute in reasonable detail and invoking the voluntary settlement procedures of this Section 10.1.1. The Owners shall meet and negotiate in good faith in an effort to resolve the dispute by mutual agreement for a period of thirty (30) days after receipt of such notice, as such period may be extended by mutual agreement of the Owners.

10.1.2. Binding Arbitration. If the Owners are unable to resolve the dispute by voluntary settlement within the period described in Section 10.1.1, the dispute shall be resolved by binding arbitration instituted by any Owner by delivering a written demand for arbitration to the other Owner(s).

10.1.3. Governing Rules. Arbitration shall be conducted in Santa Clara County, California in accordance with California Code of Civil Procedure Sections 1280-1284.2, as amended as of the date of submission of the dispute ("Rules"), and as modified by this Section. To the extent there is a conflict between the provisions of this Section and the Rules, however, the provisions of this Section shall govern. By mutual written agreement, the Owners involved in the dispute may vary any of the provisions of this Section and the Rules, including modifications which designate an alternative dispute resolution procedure. Owners shall be permitted to participate by videoconference or telephone conference.

10.1.4. Selection of Arbitrator. As used herein, a "qualified arbitrator" means a retired judge or a licensed attorney with at least twenty (20) years' experience in resolving disputes in the San Jose area. Within ten (10) days after one of the Owners delivers a written demand for arbitration to another Owner, the Owners shall meet and attempt to select, by mutual agreement, one (1) qualified arbitrator to act as the sole arbitrator of the dispute. If the parties to the dispute cannot agree on an arbitrator within such 10-day period, as such period may be extended by mutual agreement of the parties to the dispute, then, within an additional ten (10) days, each Owner shall designate up to three (3) qualified arbitrators and notify the other Owner in writing of the designations. The qualified arbitrators so designated within such 10-day period shall constitute the "List of Arbitrators." If an Owner fails to designate any qualified arbitrators within such 10-day period, then the qualified arbitrators designated by the other parties to the dispute shall constitute the List of Arbitrators. Within ten (10) days after the List of Arbitrators has been constituted, the parties to the dispute shall meet and negotiate in good faith to select one (1) arbitrator from the List of Arbitrators to act as the sole arbitrator of the dispute. If the Owners fail to select an arbitrator within such 10-day period, such sole arbitrator shall be appointed from the List of Arbitrators by the Presiding Judge of the Superior Court of Santa Clara County, California upon written application of any Owner.

10.1.5. Discovery. Discovery for the arbitration proceedings shall be conducted in accordance with the Rules, except to the extent otherwise provided in this Section. The Owners desire to provide for the expeditious resolution of disputes. Therefore, notwithstanding anything to the contrary set forth in the Rules, discovery conducted under the arbitration shall be limited as follows: (i) within twenty (20) days after selection of the arbitrator, the Owners shall

meet at a mutually-agreeable place and conduct a mutual exchange of documents relating to the dispute; and (ii) at such meeting, the arbitrator shall have the right to order the production of any additional documents from any Owner and to specify the nature and extent of other discovery which the arbitrator determines is reasonably required, including, but not limited to, the taking of depositions or the obtaining of expert reports. If the arbitrator determines that expert witnesses are required, each Owner shall be entitled to designate such an expert and the arbitrator may designate a third expert, as the arbitrator deems appropriate. The arbitrator shall have authority to set further discovery deadlines in order to facilitate the efficient conduct of the arbitration.

10.1.6. Proceedings. A hearing shall be conducted by the arbitrator within sixty (60) days after selection of the arbitrator, unless the arbitrator determines that additional time is reasonably required. The Owners shall submit such legal briefing or other statements of position as the arbitrator may request.

10.1.7. Findings; Conclusions; Decision. Within thirty (30) days after completion of the hearing, the arbitrator shall reach a written decision regarding the dispute and deliver the same to the Owners. Upon the request of any of the Owners, the arbitrator shall issue a written opinion of findings of fact and conclusions of law. The decision of the arbitrator shall become final ten (10) days after it is delivered to the Owners and shall be binding on the Owners, conclusive and nonappealable.

10.1.8. Powers of Arbitrator. The arbitrator shall have the power and jurisdiction to resolve all disputes and order all remedies available under applicable law or equity, consistent with the provisions of this Agreement, including, without limitation, ordering specific performance and attorneys' fees and costs to the Party the arbitrator determines is the prevailing Party; provided, however, that the arbitrator shall not have the power to award punitive damages. The arbitrator shall resolve the dispute in accordance with applicable substantive laws of the State of California.

10.1.9. Fees and Costs. The parties to the dispute shall share equally the arbitrator's fees and costs, but each Owner shall bear its own attorneys' fees and other costs related to the presentation of its case, unless the arbitrator makes an award of attorneys' fees to one or more of the Owners.

10.1.10. Enforcement. Judgment upon the arbitration award may be entered in, confirmed and enforced by the Superior Court of the County of Santa Clara, California.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED

TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS TO NEUTRAL ARBITRATION.

Initials: _____ Initials: _____ Initials: _____

ARTICLE 11

TERMINATION

11.1. Term. In addition to the termination provisions provided elsewhere herein, this Agreement shall automatically terminate, without the need of instructions from the Owners, upon the last to occur of: (i) the Completion of all of the Shared Infrastructure Improvements and/or Storm Water Facilities; (ii) the expiration of any maintenance or warranty periods with respect to the Shared Infrastructure Improvements and/or Storm Water Facilities imposed by the City or any other governmental agency; (iii) the reimbursement by Owners of the Improvement Costs in accordance with Article 3 hereof; and (iv) the reimbursement of the City of any outstanding amounts owed to it via direct payment by an Owner or CFD Bond or SCIP financing, in the event of non-payment or non-performance of the non-constructing Owners pursuant to Section 3.2.7. Within fifteen (15) days of request by an Owner after termination of this Agreement, as otherwise set forth herein, the other Owners shall execute and have notarized all documents reasonably necessary to remove this Agreement as an exception to title to the Owner's Parcel(s). This Agreement can also be terminated upon the written consent of all Owners prior to the commencement of and development by any Owner if no construction has been commenced with ten (10) years of the execution of this Agreement. If this Agreement is terminated pursuant to the preceding sentence, each Owner shall have the right to unilaterally terminate the CFD established for its Parcel(s) pursuant to Section 3.2.7 above.

11.2. Release of Units. As and when a building permit is pulled for a Unit and the PMIP and TASP Fee paid (or credited pursuant to this Agreement) for the Unit in question (the "Paid Unit"), the Paid Unit shall be released of any obligations pursuant to this Agreement. The Parties hereby authorized and agree that the City shall cause to be recorded a document releasing each Paid Unit from any obligations pursuant to this Agreement. In addition, each Party agrees at no cost or charge to the requesting Party to execute, have notarized and deliver any document reasonably requested by another Party or a title insurance company to document the fact that a Paid Unit has been released of any obligations pursuant to this Agreement.

ARTICLE 12

OTHER PROVISIONS

12.1. Amendment. This Agreement may be amended or terminated by a written instrument executed and acknowledged by each of the Owners and the City.

12.2. Approvals. All approvals and consents requested or required pursuant to this Agreement shall not be unreasonably withheld, conditioned or delayed.

12.3. Binding Effect. The provisions of this Agreement are intended to bind and benefit each of the Owners and each successor Owner of the Owners' Parcels. The Owners intend that this Agreement comply with California Civil Code Section 1468 as a covenant running with the land.

12.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement after each of the Owners has executed such a counterpart.

12.5. Force Majeure. If any Owner is delayed in or prevented from performing any act required hereunder by reason of strikes, lock-outs, labor problems, inability to procure materials, failure of power or other utilities, restrictive governmental laws or regulations, delays by governmental authorities in issuing required permits or approvals, prolonged rain or other unusual or unseasonable weather conditions, riots, insurrection, war or other reason of a like nature (excluding economic conditions or financial inability to perform other than those referenced in this Agreement), not the fault of the Party so affected ("Force Majeure"), then performance of such act shall be excused to the extent necessary as a result of such event.

12.6. Notice. Any notice to be given or other document or any payment to be delivered by any Party to the other or others hereunder, may be delivered in person to a Party or an officer of any Party, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service marked for next business day delivery or by facsimile with confirmation delivered by U.S. Mail, as provided for herein. Any of the Parties may change its address for notice purposes by sending a notice to the other Parties in the manner described above.

To MS:	MILPITAS STATION, LLC Attn: Randall Jenson 12275 El Camino Real, Suite 110 San Diego, CA 92130 Telephone: (858) 523-0832 Facsimile: (858) 523-1899 E-mail: rjenson@ranchcapital.com
With a copy to:	FOLEY & LARDNER LLP Attn: Richard L. Moskitis, Esq. 402 West Broadway, Suite 2100 San Diego, CA 92101 Telephone: (619) 685-6439 Facsimile: (619) 234-3510 E-Mail: rmoskitis@foley.com
To SI:	SOUTHSIDE INDUSTRIAL PARK c/o Green Valley Corporation

Attn: Jeff Major
777 North 1st Street, 5th Floor
San Jose, CA 95112
Telephone: (408) 938-6356
Facsimile: (408) 998-1737
E-Mail: jmajor@barryswensonbuilder.com

With a copy to:

WILLIAM A. VAN ROO, ESQ.
13863 Quarterhorse Drive
Grass Valley, CA 95949
Telephone: (530) 268-8498
Facsimile: (408) 294-5453
E-Mail: vanroolaw@aol.com

To Citation:

SCS DEVELOPMENT CO.
Attn: Charles McKeag
404 Saratoga Avenue, Suite 100
Santa Clara, CA 95050
Telephone: (408)-985-6071
Facsimile:_____
E-Mail: charlesm@scsdevelopment.com

To City:

CITY OF MILPITAS
Attn: City Manager
455 East Calaveras Boulevard
Milpitas, CA 95035
Telephone: (408) 586-3050
Facsimile: (408) 586-3056
E-Mail: twilliams@ci.milpitas.ca.gov

With a copy to:

OFFICE OF THE MILPITAS CITY ATTORNEY.
Attn: Bryan M. Otake, Assistant City Attorney
455 East Calaveras Boulevard
Milpitas, CA 95035
Telephone: (408) 586 3040
Facsimile: (408) 586-3056
E-Mail: botake@ci.milpitas.ca.gov

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by overnight delivery service as hereinabove provided shall be deemed given on the date of deposit with the overnight delivery service; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be

deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, or on the first calendar day after deposit with commercial courier, as the case may be.

12.7. Waiver. No waiver by one Party of a breach of any of the terms, covenants or conditions of this Agreement by another Party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by one Party hereunder shall be implied from any omission by another Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by one Party to or of any act by another Party requiring the consent or approval of the first Party shall not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.

12.8. Severability. In the event that any phrase, clause, sentence, paragraph, Section, article or other portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law and to the extent that the purposes of this Agreement can still be met.

12.9. Cooperation. The Owners acknowledge that it may be necessary to execute additional documents other than those specifically referred to herein in order to construct the Shared Infrastructure Improvements and/or Storm Water Facilities and obtain reimbursement for the same, including, but not limited to, any documents required by the City for the dedication of all or a portion of the Shared Infrastructure Improvements and/or Storm Water Facilities, letters of permission to grade required by the City, temporary construction easements, slope easements and right of entry agreements. The Owners hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional material liability or expense for such Party not contemplated by this Agreement.

12.10. Mortgagee Subordination. Each Party agrees to secure from any beneficiary of a deed of trust or mortgagee pursuant to a mortgage encumbering its parcels, a consent to this Agreement and recordable subordination of such deed of trust or mortgage to this Agreement.

12.11. Effective Date. This Agreement shall be effective upon execution of this Agreement by the Parties.

12.12. Recitals. The Recitals set forth above are incorporated herein by this reference.

12.13. Satisfaction of Conditions of Approval. City, Citation and MS understand, acknowledge and agree that the bonding and completion of the Shared Infrastructure Improvements and Storm Water Facilities in Phases as set forth in this Agreement, and the payment of the PMIP and TASP Fee obligations set forth in this Agreement, shall satisfy (i) all of the following MS Public Improvement Conditions: Nos. 1 (as to common storm drain issues), 7, 9 and 11 (regarding payment of fees), and 5, 8, 25 and 26 (regarding improvements), it being

expressly understood by the Parties that any requirements of the MS Public Improvements Conditions not included in the Shared Infrastructure Improvements and/or Storm Water Facilities (as defined in this Agreement), including, but not limited to, the railroad crossing improvements referenced in Condition of Approval No. 8, are waived, deleted or revised as conditions of the MS Tentative Map and that compliance with the requirements of this Agreement shall be deemed to constitute complete compliance with said conditions and have been found by the City and the City Engineer to be in substantial conformity with the MS Public Improvement Conditions, and (ii) all of the following Citation Pubic Improvement Conditions: Nos. 2 (as to common storm drain issues), 11 and 16 (regarding payment of fees), and 17, 18, 19 and 20 (regarding improvements), it being expressly understood by the Parties that any requirements of the Citation Public Improvements Conditions not included in the Shared Infrastructure Improvements and/or Storm Water Facilities (as defined in this Agreement), are waived, deleted or revised as conditions of the Citation Tentative May and that compliance with the requirements of this Agreement shall be deemed to constitute complete compliance with said conditions, and have been found by the City and the City Engineer to be in substantial conformity with the Citation Public Improvement Conditions. City agrees that it will not require any Owner in the Subdistrict to pay for or satisfy any of the Conditions of Approval waived, deleted or revised as set forth above in this Section 12.13 other than as set forth in this Agreement.

12.14. City Improvements. The City Improvements shall be constructed at such time as the Street A intersection improvements, including signalization with Milpitas Blvd., are constructed. (The Parties understand that the City is not requiring a railway crossing arm assembly as part of the City Improvements.) If the Phase of Shared Infrastructure Improvements also includes construction of the City Improvements, the Constructing Owner shall also construct and complete the City Improvements, but all Improvement Costs (including Management Fee) in connection with the City Improvements shall be excluded from reimbursement pursuant to Article 3 hereof and the Constructing Owner shall receive a credit for the amount of Improvement Costs in connection with the City Improvements against its TASP Fee obligations.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MS: MILPITAS STATION, LLC, a California limited liability company

By:_____
Randall Jenson, Manager

Date of Signature:_____

SI: SOUTHSIDE INDUSTRIAL PARK, a California general partnership

By: Green Valley Corporation, a California corporation, General Partner

By:_____
Its:_____

Date of Signature:_____

CITATION: SCS DEVELOPMENT CO., a California corporation

By:_____
Print Name:_____
Title:_____

Date of Signature:_____

CITY: CITY OF MILPITAS

By:_____
Print Name:_____
Title:_____

Date of Signature:_____

Signature Page to Cost Sharing Agreement

STATE OF CALIFORNIA)
)ss.
COUNTY OF)

On _____, 200_, before me, _____, Notary Public, personally appeared _____, who 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.

_____
Notary Public

STATE OF CALIFORNIA)
)ss.
COUNTY OF)

On _____, 200_, before me, _____, Notary Public, personally appeared _____, who 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.

_____
Notary Public

STATE OF CALIFORNIA)
)ss.
COUNTY OF)

On _____, 200_, before me, _____, Notary Public, personally appeared _____, who 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.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF CURRENT SI PARCELS

PARCEL 1:

A PORTION OF THAT PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY AMERON, INC., BY THAT CORPORATION GRANT DEED RECORDED NOVEMBER 16, 1970 IN BOOK 9122 OF OFFICIAL RECORDS AT PAGE 195, TOGETHER WITH A PORTION OF THAT 1.26 FOOT WIDE STRIP OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY AMERON, INC., BY THAT CORPORATION GRANT DEED RECORDED FEBRUARY 14, 1974 IN BOOK 0762 OF OFFICIAL RECORDS AT PAGE 240, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 28, 1971 IN BOOK 294 OF MAPS AT PAGE 35, SANTA CLARA COUNTY RECORDS, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID 1.26 FOOT WIDE STRIP;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH 78 DEG. 19' 00" WEST 992.48 FEET;

THENCE AT RIGHT ANGLES NORTH 11 DEG. 41' 00" WEST 170.00 FEET TO A LINE PARALLEL AND 170.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF PARCEL 2;

THENCE ALONG SAID PARALLEL LINE NORTH 78 DEG. 19' 00" EAST 438.84 FEET;

THENCE AT RIGHT ANGLES SOUTH 11 DEG. 41' 00" EAST 120.00 FEET TO A LINE PARALLEL AND 50.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF PARCEL 2;

THENCE ALONG SAID PARALLEL LINE, NORTH 78 DEG. 19' 00" EAST 552.83 FEET TO THE EASTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID EASTERLY LINE, SOUTH 12 DEG. 36' 40" EAST 50.01 FEET TO SAID POINT OF BEGINNING.

AND BEING PARCEL TWO AS REFERENCED IN THAT CERTAIN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING LOT LINE ADJUSTMENT RECORDED FEBRUARY 5, 1999 AS INSTRUMENT NO. 14643238, OFFICIAL RECORDS.

APN: 086-32-038

PARCEL 2:

A PORTION OF THAT PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY AMERON, INC., BY THAT CORPORATION GRANT DEED RECORDED NOVEMBER 16, 1970 IN BOOK 9122 OF OFFICIAL RECORDS AT PAGE 195 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 28, 1971 IN BOOK 294 OF MAPS AT PAGE 35, SANTA CLARA COUNTY RECORDS, DISTANT THEREON NORTH 12 DEG. 36' 40" WEST 50.01 FEET FROM THE MOST EASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG A LINE PARALLEL AND 50.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF PARCEL 2, SOUTH 78 DEG. 19' 00" WEST 552.83 FEET;

THENCE AT RIGHT ANGLES NORTH 11 DEG. 41' 00" WEST 170.16 FEET TO A LINE PARALLEL AND 40.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, TO THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID PARALLEL LINE NORTH 78 DEG. 19' 00" EAST 339.04 FEET;

THENCE AT RIGHT ANGLES SOUTH 11 DEG. 41' 00" EAST 40.16 FEET;

THENCE PARALLEL TO SAID SOUTHERLY LINE OF PARCEL 2 NORTH 78 DEG. 19' 00" EAST 211.68 FEET TO A POINT ON SAID EASTERLY LINE OF PARCEL 2, SAID POINT BEING DISTANT ALONG SAID EASTERLY LINE NORTH 12 DEG. 36' 40" WEST 180.03 FEET FROM THE EASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG SAID EASTERLY LINE SOUTH 12 DEG. 36' 40" EAST 130.02 FEET TO SAID POINT OF BEGINNING.

AND BEING PARCEL THREE AS REFERENCED IN THAT CERTAIN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING LOT LINE ADJUSTMENT RECORDED FEBRUARY 5, 1999 AS INSTRUMENT NO. 14643238, OFFICIAL RECORDS.

APN: 086-32-039

EXHIBIT B

LEGAL DESCRIPTION OF CURRENT CITATION PARCELS

[Please see attached.]

PARCEL 4:

ALL THAT PORTION OF LAND DESIGNATED AND DELINEATED AS "PARCEL FOUR" UNDER RESOLUTION NO. 6842, OF THE CITY OF MILPITAS AUTHORIZING THE LOT LINE ADJUSTMENT PROJECT NO. 2163, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON FEBRUARY 5, 1999, UNDER RECORDER'S SERIES NO. 14643238, OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THAT PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY AMERON, INC. BY THAT CORPORATION GRANT DEED RECORDED NOVEMBER 16, 1970 IN BOOK 9122 OF OFFICIAL RECORDS AT PAGE 195 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 28, 1971 IN BOOK 294 OF MAPS AT PAGE 35, SANTA CLARA COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2 SOUTH 78° 19' 00" WEST 376.71 FEET TO THE SOUTHEASTERLY CORNER OF THAT 2.00 ACRE PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY PACIFIC GAS AND ELECTRIC COMPANY BY THAT INSTRUMENT RECORDED AUGUST 16, 1967 IN BOOK 7822 OF OFFICIAL RECORD AT PAGE 615;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID 2.00 ACRE PARCEL SOUTH 12° 36' 40" EAST 40.01 FEET TO A POINT ON A LINE PARALLEL AND 40.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, TO SAID NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID PARALLEL LINE NORTH 78° 19' 00" EAST 165.68 FEET;

THENCE AT RIGHT ANGLES SOUTH 11° 41' 00" EAST 40.16 FEET;

THENCE PARALLEL TO THE SOUTHERLY OF SAID PARCEL 2 NORTH 78° 19' 00" EAST 211.68 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 2, SAID POINT BEING DISTANT ALONG SAID EASTERLY LINE NORTH 12° 36' 40" WEST 180.03 FEET FROM THE MOST EASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG SAID EASTERLY LINE NORTH 12° 36' 40" WEST 80.17 FEET TO SAID POINT OF BEGINNING.

PARCEL 4A:

AN EASEMENT FOR THE PURPOSES OF OPERATION, USE, INSPECTION, MAINTENANCE, REPAIR, REMOVAL AND FOR REPLACEMENT OF AN OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS WITHIN THE STRIPS OF LAND, AS RESERVED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 17, 1999 AS INSTRUMENT NO. 14989321, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID PARCEL THREE AS CONTAINED IN THAT CERTAIN DEED RECORDED MAY 28, 1999 AS DOCUMENT NO. 14835097;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL THREE SOUTH 78° 19' 00" WEST, 211.68 FEET;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THREE NORTH 11° 41' 00" WEST, 35.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 11° 41' 00" WEST, 4.84 FEET;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL THREE SOUTH 78° 19' 00" WEST, 71.32 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

NORTH 84° 22' 47" EAST, 46.62 FEET;
NORTH 78° 07' 03" EAST, 24.96 FEET TO THE TRUE POINT OF BEGINNING.

APN: 086-32-040

PARCEL 5:

ALL THAT PORTION OF LAND DESIGNATED AND DELINEATED AS "PARCEL ONE" UNDER RESOLUTION NO. 6842, OF THE CITY OF MILPITAS AUTHORIZING THE LOT LINE ADJUSTMENT PROJECT NO. 2163, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON FEBRUARY 5, 1999, UNDER RECORDER'S SERIES NO. 14643238, OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY THE WESTERN PACIFIC RAILROAD COMPANY BY THAT INSTRUMENT RECORDED MARCH 27, 1967 IN BOOK 7675 OF OFFICIAL RECORDS AT PAGE 220; TOGETHER WITH THAT 2.00 ACRE PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY PACIFIC GAS AND ELECTRIC COMPANY BY THAT INSTRUMENT RECORDED AUGUST 16, 1967 IN BOOK 7822 OF OFFICIAL RECORDS AT PAGE 615; TOGETHER WITH A PORTION OF THAT PARCEL OF LAND CONVEYED TO FEDERAL PACIFIC ELECTRIC COMPANY BY AMERON, INC. BY THAT CORPORATION GRANT DEED RECORDED NOVEMBER 16, 1970 IN BOOK 9122 OF OFFICIAL RECORDS AT PAGE 195, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN 60.00 FOOT STRIP OF LAND CONVEYED BY ANNIE M. CARSON TO THE WESTERN PACIFIC RAILROAD COMPANY BY DEED RECORDED DECEMBER 29, 1920 IN BOOK 527 OF DEEDS AT PAGE 222, SANTA CLARA COUNTY RECORDS, AND THE NORTHERLY LINE OF THAT CERTAIN 124.075 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM MILDRED A. FOUNTAIN TO THE WESTERN PACIFIC RAILROAD COMPANY AS RECORDED JUNE 18, 1951 IN VOLUME 2234 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY AT PAGE 86;

THENCE FROM SAID POINT OF COMMENCEMENT NORTH 78° 19' 00" EAST ALONG THE NORTHERLY LINE OF SAID 124.075 ACRE TRACT OF LAND, A DISTANCE OF 30.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 78° 19' 00" EAST 1284.33 FEET TO THE NORTHEAST CORNER OF SAID 2.00 ACRE PARCEL OF LAND;

THENCE ALONG THE EASTERLY LINE OF SAID 2.00 ACRE PARCEL SOUTH 12° 36' 40" EAST 400.06 FEET TO THE NORTHERLY LINE OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 28, 1971 IN BOOK 294 OF MAPS AT PAGE 35, SANTA CLARA COUNTY RECORDS;

THENCE CONTINUING ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE, SOUTH 12° 36' 40" EAST 40.01 FEET TO A POINT ON A LINE PARALLEL AND 40.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, TO SAID NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID PARALLEL LINE, SOUTH 78° 19' 00" WEST 173.36 FEET;
THENCE AT RIGHT ANGLES, SOUTH 11° 41' 00" EAST 50.16 FEET TO A LINE PARALLEL AND 170.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, TO THE SOUTHERLY LINE OF SAID PARCEL 2.

THENCE ALONG SAID PARALLEL LINE SOUTH 78° 19' 00" WEST 438.84 FEET;

THENCE AT RIGHT ANGLES, SOUTH 11° 41' 00" EAST 170.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT BEING DISTANT ALONG SAID SOUTHERLY LINE SOUTH 78° 19' 00" WEST 992.48 FEET FROM THE MOST EASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 78° 19' 00" WEST 503.15 FEET TO THE

WESTERLY LINE OF SAID PARCEL 2, SAID WESTERLY LINE BEING THE EASTERLY LINE OF PIPER DRIVE (64 FEET WIDE) AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG THE GENERAL WESTERLY BOUNDARY OF SAID PARCEL 2 AND THE EASTERLY LINES OF SAID PIPER DRIVE, THE FOLLOWING THREE (3) COURSES:
1. NORTH 23° 46' 01" WEST 148.86 FEET;
2. NORTHERLY AND NORTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 64° 37' 23" FOR AN ARC LENGTH OF 67.67 FEET TO A POINT OF REVERSE CURVATURE;
3. NORTHERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 66.00 FEET, THROUGH A CENTRAL ANGLE 54° 17' 31" FOR AN ARC LENGTH OF 62.54 FEET TO THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED BY THAT INSTRUMENT RECORDED MARCH 27, 1967 IN BOOK 7675 OF OFFICIAL RECORDS AT PAGE 220;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF THE LAST SAID PARCEL OF LAND THE FOLLOWING TWO (2) COURSES:
1. CONTINUING ALONG THE LAST SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 137° 38' 11" FOR AN ARC LENGTH OF 158.55 FEET;
2. NORTH 23° 46' 01" WEST 367.21 FEET TO SAID POINT OF BEGINNING.

EXHIBIT C

LEGAL DESCRIPTION OF CURRENT MS PARCELS

All those certain lots, tracts or parcels of real estate located in the City of Milpitas, County of Santa Clara, State of California, and more particularly described as follows:

PARCEL 1A:

BEING A PORTION OF PARCELS A AND C AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP RECORDED NOVEMBER 20, 1987, IN BOOK 580 OF MAPS, AT PAGES 49 AND 50 (580 M 49) IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL A ON THE NORTHEASTERLY RIGHT OF WAY LINE OF PIPER DRIVE (RIGHT OF WAY VARIES) AS SAID DRIVE IS SHOWN ON SAID MAP (580 M 49); THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 23°47'00" WEST 180.36 FEET; 2) SOUTH 66°13'00" WEST 16.00 FEET; 3) NORTH 23°47'00" WEST 84.37 FEET TO THE NORTHERLY LINE OF SAID PARCEL A; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE EASTERLY ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF SAID PARCEL C N78°19'00" EAST 589.22 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 11°41'00" EAST 170.50 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A; THENCE WESTERLY ALONG SAID SOUTHERLY LINE SOUTH 69°00'00" WEST 525 FEET TO THE POINT OF BEGINNING.

APN: 086-32-036

PARCEL 1B:

BEING A PORTION OF PARCEL B AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED NOVEMBER 20, 1987, IN BOOK 580 OF MAPS AT PAGES 49 AND 50 (580 M 49), IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL B ON THE NORTHERLY LINE THEREOF, BEING ALSO ON THE NORTHEASTERLY RIGHT OF WAY LINE OF PIPER DRIVE (RIGHT OF WAY VARIES) AS SAID DRIVE IS SHOWN ON SAID MAP (580 M 49); THENCE EASTERLY ALONG SAID NORTHERLY LINE NORTH 69°00'00" EAST 525.00 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 11°41'00" EAST 63.52 FEET; THENCE SOUTH 21°00'00" EAST 233.62 FEET TO THE SOUTHERLY LINE OF SAID PARCEL B; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 69°00'00" WEST 169.00 FEET; 2) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 372.25 FEET THROUGH A CENTRAL ANGLE OF 66°51'36" AN ARC DISTANCE OF 434.39 FEET TO SAID

NORTHEASTERLY RIGHT OF WAY LINE OF PIPER DRIVE; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 23°47’00” WEST 70.42 FEET TO THE POINT OF BEGINNING.

APN: 086-32-035

PARCEL 1C:

BEING A PORTION OF PARCELS A, B AND C AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP RECORDED NOVEMBER 20, 1987, IN BOOK 580 OF MAPS, AT PAGES 49 AND 50 (580 M 49) IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE MOST EASTERLY CORNER OF SAID PARCEL C ON THE SOUTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF SAID PARCEL B SOUTH 69°00’00” WEST 623.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 21°00’00” WEST 233.62 FEET; THENCE NORTH 11°41’00” WEST 234.02 FEET TO THE NORTHERLY LINE OF SAID PARCEL C; THENCE ALONG SAID NORTHERLY LINE NORTH 78°19’00” EAST 443.47 FEET TO THE EASTERLY LINE OF SAID PARCEL C; THENCE ALONG THE GENERAL EASTERLY LINE OF SAID PARCEL C THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 11°41’00” EAST 86.52 FEET; 2) SOUTH 21°00’00” EAST 117.02 FEET; 3) NORTH 78°19’00” EAST 190.24 FEET; 4) SOUTH 11°41’00” EAST 161.69 FEET TO THE POINT OF BEGINNING.

APN: 086-32-034

PARCEL 1D:

PARCEL D, AS DESIGNATED ON THE PARCEL MAP ENTITLED, "PORTION OF LOT 30 OF THE MILPITAS RANCHO IN THE CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 20, 1987 IN BOOK 580 OF MAPS, AT PAGES 49 AND 50.

APN: 086-32-033

EXHIBIT D

CITATION TENTATIVE MAP –
DEVELOPMENT AGREEMENT CONDITION

[Please see attached.]

EXHIBIT 1

CONDITIONS OF APPROVAL
Citation Residential Project (MT08-0004, SD08-0002, UP08-0049)

General Conditions

1. The owner or designee shall develop the approved project in conformance with the approved plans, sample color and materials board approved by the Planning Commission on January 28, 2009, in accordance with these Conditions of Approval. (P)

2. Any deviation from the approved site plan, or other approved submittal shall require that, prior to the issuance of building permits, the owner or designee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. (P)

3. Conditional Use Permit No. U08-0049 and Site Development Permit No. SD08-0002 shall become null and void if the project is not commenced per the Zoning Ordinance within 18 months from the date of approval. (P)

4. Pursuant to Section 64.04-1, the owner or designee shall have the right to request an extension of 18 months if said request is made, filed and approved by the Planning Commission prior to expiration dates set forth herein for the Conditional Use Permit and Site Development Permit. (P)

5. Major Tentative Map No. MT08-0004 shall be effective for two years, unless a time extension is requested and approved by the City Council upon recommendation from the Planning Commission. All other extensions shall be in accordance with State law. (P)

6. PJ ACCOUNT: If at the time of application for *certificate of occupancy*, there is a project job account balance due to the City for recover of review fees, review of permits will not be initiated until the balance is paid in full. (P)

7. LANDSCAPE: All required landscaping, as approved on the final landscape plan, shall be replaced and continuously maintained as necessary to provide a permanent, attractive and effective appearance. (P)

8. LANDSCAPE: Prior to certificate of occupancy permit issuance, all required landscaping shall be planted in place pursuant to the approved phasing plan as approved by the Planning Director or designee. (P)

9. The issuance of building permits to implement this land use development will be suspended if necessary to stay within (1) available water supplies, or (2) the safe or

allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant, and will remain suspended until water and sewage capacity are available. The foregoing provisions are a material (demand/supply) condition to this approval. (E)

10. Prior to any building permit issuance, the developer shall submit an executed petition to annex the subject property into the future Transit Area Community Facility District (CFD), and agree to pay the special taxes levied by CFD for the purpose of maintaining the public services. The petition to annex into the CFD shall be finalized concurrently with the Final Map recordation or prior to issuance of building permits for the first building in the project, whichever occurs first. The developer shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents. (E)

11. The developer shall submit the following items with the building permit application and pay the related fees prior to building permit issuance:

    A. Storm water connection fee is estimated to be **$268,336** based on 16 acres @ $16,771 per acre. The water and sewer connection fees will be calculated at the time of building plan check submittal.

    B. Water Service Agreement(s) for water meter(s) and detector check(s).

    C. Sewer Needs Questionnaire and/or Industrial Waste Questionnaire.

    Contact the Land Development Section of the Engineering Division at (408) 586-3329 to obtain the form(s). (E)

12. Prior to building permit issuance of each building, developer must pay all applicable development fees that are not a part of the TASP Impact fee, including but not limited to, connection fees (water, sewer and storm), plan check and inspection deposit, and 2.5% building permit automation fee. These fees are collected as part of the secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials. (E)

13. In accordance with Milpitas Municipal Code XI-1-7.02-2, the developer shall underground all existing wires within the subdivision and along project frontage, and remove related utility poles, with the exception of transmission lines supported by metal poles carrying voltages of 37.5KV or more, have to be undergrounded. (E)

Site Development Permit:

14. The applicant shall revise the architecture on the buildings' elevations to provide more articulation and relief from the streetscape and pedestrian corridors and other buildings, in the manner described in that certain Planning Division comment letter dated October

23, 2008. Prior to submittal of plans for any permit for grading, site improvement or building construction, the applicant shall submit plans that demonstrate such revised architecture to the satisfaction of the Planning Director or designee. (P)

15. Prior to start of any construction, the developer shall submit a construction schedule and monitoring plan for City Engineer review and approval. The construction schedule and monitoring plan shall include, but not be limited to, construction staging area, parking area for the construction workers, personnel parking, temporary construction fencing, construction information signage and establish a neighborhood hotline to record and respond to neighborhood construction related concerns. The developer shall coordinate their construction activities with other construction activities in the vicinity of this project. The developer's contractor is also required to submit updated monthly construction schedules to the City Engineer for the purpose of monitoring construction activities and work progress. (E)

16. Prior to issuance of building permits of each building, the developer shall pay the Transit Area Development Impact Fee. (P/E)

Tentative Map

17. Prior to issuance of any building permits, the developer shall obtain approval from the City Engineer of the water, sewer, and storm drain studies for this development. These studies shall identify the development's effect on the City's present Master Plans and the impact of this development on the trunk lines. If the results of the study indicate that this development contributes to the over-capacity of the trunk line, it is anticipated that the developer will be required to mitigate the overflow or shortage by construction of a parallel line or pay a mitigation charge, if acceptable to the City Engineer. (E)

18. At the time of final map approval, the developer shall submit a grading plan and a drainage study prepared by a registered Civil Engineer. The drainage study shall analyze the existing and ultimate conditions and facilities. The study shall be reviewed and approved by the City Engineer and the developer shall satisfy the conclusions and recommendations of the approved drainage study prior to final map approval for the first phase of the development. (E)

19. Prior to final map approval, the developer shall obtain design approval and bond for construction of all necessary public improvements as identified below:

    A. Piper Drive interim roadway improvement to Montague Expressway shall be designed and implemented to the satisfaction of the City Engineer or designee.

    B. Construction of public streets "A", "B", "C" and "D" to the project boundary, including but not limited to signage and striping, street lights, curb & gutter, sidewalk, streetscape, and public utilities installation.

C. Installation of necessary public utilities along project frontage on Piper Drive and proposed Public Street "A", "B", "C" and "D", including but limited to water, sewer, storm, recycle water, fire hydrants and service laterals.

D. Dedication and construction of the proposed public park.

E. Undergrounding of overhead utilities along Piper Drive project frontage.

Plans for all public improvements shall be prepared on Mylar (24"x36" sheets) with City Standard Title Block and developer shall submit a digital format of the Record Drawings (AutoCAD format is preferred) upon completion of improvements. The developer shall also execute a secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials. The public facilities such as water meters, RP backflow preventers, sewer clean outs, etc., shall be placed so access is maintained and kept clear of traffic. All improvements must be in accordance with the City of Milpitas standard and specification, and all public improvements shall be constructed to the city Engineer's satisfaction and accepted by the City prior to building occupancy permit issuance of the first production unit. (E)

20. Prior to final map approval, the developer shall enter into a development agreement with the sub-district transit area property owners (Milpitas Station, LLC and Swensen) for all necessary public improvements as identified below:

A. Milpitas Boulevard frontage improvements including but not limited to, landscaped median islands from Gibraltar Drive to Montague Expressway, new curb, gutter, and sidewalk installation, roadway structural section and slurry seal of the entire street frontage, signage and striping, street lights, vehicle feed back signs, tree wells and street trees, fire hydrants, and bus stop installation. Public-Private partnerships for landscape improvements on Milpitas Boulevard along the frontage of the PG&E parcel located north of the development will also be developed.

B. Traffic signal installation at Milpitas Boulevard and proposed public Street "A".

C. Any railroad crossing improvements at Milpitas Boulevard.

D. Recycle Water main line installation from Gibraltar Drive intersection to the railroad crossing on Milpitas Boulevard.

E. Piper Drive interim roadway improvement from the proposed "A" street to Montague Expressway, including but not limited to pavement restoration, signage and striping, street lights, sidewalk, and streetscape installation, and if necessary any railroad crossing improvements.

F. Construction of public street "A" from Milpitas Boulevard to Piper Drive, and public streets "B" and "C" to the project boundary, including but not limited to signage and striping, street lights, curb & gutter, sidewalk, streetscape, and public utilities installation.

G. Installation of necessary public utilities along project frontage on Milpitas Boulevard, Piper Drive and proposed Public Street "A", "B" and "C", including but limited to water, sewer, storm, recycle water, fire hydrants and service laterals.

H. Dedication and construction of proposed public park.

I. Contribution or construction of the sewer project known as 11E (Upsizing of the sewer lines on Curtis Avenue).

Subject Development Agreement shall be submitted to the City for review and approval, and must be recorded prior to OR concurrent with recordation of the first Final Map for the Piper-Montague Sub-District. (E)

21. Prior to any building permit issuance, the developer shall record a Final Map.(E)

22. The tentative map and the subsequent final map(s) shall designate all common lots and easements as lettered lots or lettered easements. (E)

23. Prior to final map recordation, the developer shall submit to the City a digital format of the final map (AutoCAD format). All parcel maps shall be tied to the North America Datum of 1983 (NAD 83), California Coordinate of 1983, zone 3. (E)

24. The developer shall dedicate on the final map necessary public service utility easements, street easements and easements for water and sanitary sewer purposes. (E)

25. Prior to final map recordation, the developer shall vacate the existing easements that are not needed and relocate/abandon the existing private/public utilities to the city satisfaction. (E)

26. Prior to or concurrent with recordation of the first Final Map for the project, developer shall dedicate Lot "J" to the City in fee, as public park land. (E)

27. Multistory buildings as proposed require water supply pressures above that which the city can normally supply. Additional evaluations by the applicant are required to assure proper water supply (potable or fire services). The developer shall submit an engineering report detailing how adequate water supply pressures will be maintained. Contact the Utility Engineer at 586-3345 for further information. (E)

28. Developer shall make changes as noted on Engineering Services Exhibit "T"(dated 12/3/2008) and submit a Mylar of the revised tentative map to the Planning Division

within three weeks of this tentative map approval. No application for the review of the final map or improvement plans will be accepted until this condition is satisfied. (E)

29. Prior to recordation of final map, the applicant shall revise Sheet C-01 to reflect allowable open space areas for the purpose of being consistent with the Transit Area Specific Plan and any credits towards open space requirements. (P)

(P): Planning Division
(E): Engineering Division

EXHIBIT E

MS TENTATIVE MAP – INFRASTRUCTURE CONDITIONS

[Please see attached.]

EXHIBIT 1

CONDITIONS OF APPROVAL
MINOR TENTATIVE MAP NO. TM08-0001, MILPITAS STATION MASTER DEVELOPMENT MAP

General Conditions

1. The owner or designee shall develop the approved project in conformance with the approved plans approved by the City Council, in accordance with these Conditions of Approval. (PLN)

   Any deviation from the approved master tentative map, or other approved submittal shall require that, prior to the recordation of the Final Map, the owner or designee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the City Engineer or Designee. If the City Engineer or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the City Council, in accordance with the Zoning Ordinance. (PLN)

   A. The preliminary landscape plan is submitted for informational purposes only. The details of which will be reviewed under a separate Site Development Permit.

   B. The applicant and staff shall work on exploring opportunities for additional parking around the public park.

2. Minor Vesting Tentative Map No. TM08-0001 shall become null and void if the project is not commenced within 24 months from the date of approval. Pursuant to Section 6.02-2 of the Subdivision Ordinance of the City of Milpitas the filing of the map may be extended by two years or by any time specified in accordance with State law. (PLN)

   Pursuant to Section 6.02-2 of the Subdivision Ordinance, the owner or designee shall have the right to request an extension of Minor Vesting Tentative Map No. TM08-0001 if said request is made, filed and approved by the City Council prior to expiration dates set forth herein.

3. The applicant shall submit an agreement for the density averaging of the project to the satisfaction of the City Attorney. The recordation of this agreement with the County of Santa Clara shall occur prior to the recordation of the final map. (PLN/CA)

Engineering/Public Works

4. The issuance of building permits to implement this land use development will be suspended if necessary to stay within (1) available water supplies, or (2) the safe or allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant, and will remain suspended until water and sewage capacity are available. No vested right to the issuance of a Building Permit is acquired by the approval of this land development. The foregoing provisions are a material (demand/supply) condition to this approval.

5. At the time of parcel map approval, the developer shall submit a grading plan and a drainage study prepared by a registered Civil Engineer. The drainage study shall analyze the existing and ultimate conditions and facilities. The study shall be reviewed and approved by the City Engineer and the developer shall satisfy the conclusions and recommendations of the approved drainage study prior to final map approval for the first phase of the development.

6. Prior to any building permit issuance, the developer shall submit an executed petition to annex the subject property into the future Transit Area Community Facility District (CFD), and agree to pay the special taxes levied by CFD for the purpose of maintaining the public services. The petition to annex into the CFD shall be finalized concurrently with the parcel map recordation or prior to any building permit issuance, whichever occurs first. The developer shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents.

7. Prior to issuance of building permits, the developer shall pay the Transit Area Development Impact Fee. Some improvements stated in Condition No. 8 may be credited against the Impact Fee through a reimbursement agreement.

8. Prior to parcel map approval, the developer shall obtain design approval or bond for construction of all necessary public improvements as identified below:

   A. Milpitas Boulevard frontage improvement including but not limited to landscaped median islands from Gibraltar Drive to Montague Expressway, new curb, gutter, sidewalk installation, slurry seal the entire street frontage, signage and striping, street lights, tree wells and street trees, fire hydrants, and bus stop installation. Public-private partnerships for landscape improvements along Milpitas Boulevard along the frontage of the PG&E parcel located north of the development will also be developed.

   B. Traffic signal installation at Milpitas Boulevard and proposed Public Street "A".

   C. Railroad crossing improvements at Milpitas Boulevard, including but not limited to concrete encasement and crossing gate arms.

   D. Recycle Water main line installation from Gibraltar Drive intersection to the railroad crossing on Milpitas Boulevard.

   E. Piper Drive interim roadway improvements from the proposed "A" street to Montague Expressway as deemed necessary to the satisfaction of the City Engineer.

   F. Construction of Public Street "A" from Milpitas Boulevard to Piper Drive, and Public Streets "B" and "C" to the project boundary, including but not limited to signage and striping, street lights, curb & gutter, sidewalk, streetscape, and public utilities installation.

   G. Installation of necessary public utilities along project frontage on Milpitas Boulevard, Piper Drive and proposed Public Street "A", "B" and "C", including but limited to water, sewer, storm, recycle water, fire hydrants and service laterals.

   H. Undergrounding of overhead utilities consistent with Condition Number 20 below.

   Plans for all public improvements shall be prepared on Mylar (24"x36" sheets) with City Standard Title Block and developer shall submit a digital format of the Record Drawings (AutoCAD format is preferred) upon completion of improvements. The developer shall also execute a secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials. The public facilities such

as water meters, RP backflow preventers, sewer clean outs, etc., shall be placed so access is maintained and kept clear of traffic. All improvements must be in accordance with the City of Milpitas standard and specification, and all public improvements shall be constructed to the city Engineer's satisfaction and accepted by the City prior to building occupancy permit issuance of the first production unit.

9. The developer shall submit the following items with the building permit application and pay the related fees prior to building permit issuance:

   A. Storm water connection fee of **$219,700** based on 13.1 acres @ $16,771 per acre. The water, sewer and treatment plant fee will be calculated at the time of building plan check submittal.

   B. Water Service Agreement(s) for water meter(s) and detector check(s).

   C. Sewer Needs Questionnaire and/or Industrial Waste Questionnaire. Contact the Land Development Section of the Engineering Division at (408) 586-3329 to obtain the form(s).

10. Prior to any map recordation, the developer shall prepare a focused traffic Impact Analysis (TIA). Prior to any building permit issuance, the developer shall address all required mitigation and pay related fees identified in the TIA. The scope of analysis shall be determined and approved by the City.

11. Prior to building permit issuance, developer must pay all applicable development fees, including but not limited to, connection fees (water, sewer and storm), plan check and inspection deposit, and 2.5% building permit automation fee. These fees are collected as part of the secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials.

12. Prior to any building permit issuance, the developer shall record a parcel map.

13. The tentative map and the subsequent parcel map shall designate all common lots and easements as lettered lots or lettered easements.

14. Show on the tentative map how the site will drain. Drainage facilities outletting sump conditions shall be designed to convey the flows and protect all buildings.

15. Prior to recordation of any parcel map, the developer shall submit to the City a digital format of the final map (AutoCAD format). All parcel maps shall be tied to the North America Datum of 1983 (NAD 83), California Coordinate of 1983, zone 3.

16. The developer shall dedicate on the parcel map necessary public service utility easements, street easements and easements for water and sanitary sewer purposes.

17. Prior to parcel map recordation, the developer shall vacate the existing easements that are not needed and relocate/abandon the existing private/public utilities to the city satisfaction.

18. Prior to parcel map recordation, the developer shall record the proposed lot line adjustments shown on the Engineering Services exhibit "T" dated 9/18/08.

19. Prior to or concurrent with the parcel map recordation developer shall offer to dedicate Lot "E", proposed public park land, to the City in fee.

20. In accordance with Milpitas Municipal Code XI-1-7.02-2, the developer shall underground all existing wires along Milpitas Boulevard frontage on pole number 1 through 5 and remove utility poles 2, 3, and 4, as shown on the Engineering Services Exhibit "T", dated 9/18/08. All existing poles within the proposed subdivision and the project frontage, with the exception of transmission lines supported by metal poles carrying voltages of 37.5KV or more, have to be undergrounded.

21. The developer shall not obstruct the noted sight distance areas as indicated on the City standard drawing #405. Overall cumulative height of the grading, landscaping and signs as determined by sight distance shall not exceed two (2) feet when measured from street elevation.

22. All existing public utilities shall be protected in place and if necessary relocated as approved by the City Engineer. No permanent structure is permitted within City easements (existing or proposed) and no trees or deep rooted shrubs are permitted within City utility easements, where the easement is located within landscape areas.

23. Prior to any work within public right of way or City easement, the developer shall obtain an encroachment permit from City of Milpitas Engineering Division.

24. Prior to any building permit issuance developer shall incorporate the following solid waste services requirements to the satisfaction of the City Engineer, including revisions to project plans:

    A. Proposed solid waste enclosure shall be designed per the Development Guidelines for Solid Waste Services to house self-contained compactor equipment. The access to the location and size of the enclosure shall be designed to the City Engineer's satisfaction and shown on the plans prior to building permit issuance. The enclosure drains must discharge to the sanitary sewer line. Storm drain inlets must be located at least 25 feet away from enclosures to prevent accidental spills from entering storm drains. Enclosures are not permitted within public utility easements.

    B. The property management shall be responsible for solid waste management, including transfer of material to the compactors. Developer shall submit to the City (for review and approval) a written Solid Waste Handling Plan including detailed step-by-step instructions to manage solid waste from generation to disposal. The Plan shall state how the residential waste will be conveyed to the collection the compactor area for disposal. Show the path of travel for refuse. Demonstrate how recycling shall have a separately maintained process from garbage handling.

    C. Prior to occupancy permit issuance, the property management shall provide evidence to the City that a sufficient level of trash and recycling service has been secured using a Service Agreement with Allied Waste Services (formally BFI). After the applicant has full occupancy, the developer shall contact Allied Waste Services commercial representative to review the adequacy of the solid waste level of services. If services are determined to be inadequate, the developer shall increase the service to the level determined by the evaluation. For general information, contact Allied Waste Services at (408) 432-1234.

25. The developer shall comply with Regional Water Quality Control Board's C.3 requirements and implement the following:

    A. At the time of building permit plan check submittal, the developer shall submit a Stormwater Control Plan and Report. Site grading, drainage, landscaping and building plans shall be

consistent with the approved Stormwater Control Plan. The Plan and Report shall be prepared by a licensed Civil Engineer and certified that measures specified in the report meet the C.3 requirements of the Regional Water Quality Control Board (RWQCB) Order, and shall be implemented as part of the site improvements.

26. Prior to building, site improvement or landscape permit issuance, the building permit application shall be consistent with the developer's approved Stormwater Control Plan and approved special conditions, and shall include drawings and specifications necessary to implement all measures described in the approved Plan. As may be required by the City's Building, Planning or Engineering Divisions, drawings submitted with the permit application (including structural, mechanical, architectural, grading, drainage, site, landscape and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control stormwater flow and potential stormwater pollutants. Any changes to the approved Stormwater Control Plan shall require Site Development Permit (SDP) Amendment application review.

27. The U.S. Environmental Protection Agency (EPA) has empowered the San Francisco Bay Regional Water Quality Control Board (RWQCB) to administer the National Pollution Elimination Discharge System (NPDES) permit. The NPDES permit requires all dischargers to eliminate as much as possible pollutants entering our receiving waters. Construction activities which disturb 1 acres or greater are viewed as a source of pollution, and the RWQCB requires a Notice of Intent (NOI) be filed, along with obtaining an NPDES Construction Permit prior to the start of construction. A Storm Water Pollution Prevention Plan (SWPPP) and a site monitoring plan must also be developed by the developer, and approved by the City prior to permit issuance for site clearance or grading. Contact the RWQCB for questions regarding your specific requirements at (800) 794-2482. For general information, contact the City of Milpitas at (408) 586-3329.

28. In accordance with Chapter 5, Title VIII (Ord. 238) of Milpitas Municipal Code, for new and/or rehabilitated landscaping 2,500 square feet or larger the developer shall:

    A. Provide separate water meters for domestic water service & irrigation service. Developer is also encouraged to provide separate domestic meters for each tenant.

    B. Comply with all requirements of the City of Milpitas Water Efficient Ordinance (Ord. No. 238). Two sets of landscape documentation package shall be submitted by the developer or the landscape architect to the Building Division with the building permit plan check package. Approval from the Land Development Section of the Engineering Division is required prior to building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection.

    C. Contact the Land Development Section of the Engineering Division at (408) 586-3329 for information on the submittal requirements and approval process.

29. Per Chapter 6, Title VIII of Milpitas Municipal Code (Ord. No. 240), the landscape irrigation system must be designed to meet the City's recycled water guidelines and connect to recycled water system. To meet the recycle water guideline the developer shall:

    A. Design the landscape irrigation for recycled water use. Use of recycled water applies to all existing rehabilitated and/or new landscape adjacent to existing or future recycled water

distribution lines (except for rehabilitated landscape less than 2,500 square feet along the future alignment).

B. Design the irrigation system in conformance to the South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. Prior to building permit issuance the City will submit the plans to the Department of Health Services (DOHS) for approval; this approval requires additional processing time. The owner is responsible for all costs for designing and installing site improvements, connecting to the recycled water main, and processing of City and Department of Health Services approvals. Contact the Land Development Section of the Engineering Division at (408) 586-3329 to obtain copies of design guidelines and standards.

C. Protect outdoor eating areas from overspray or wind drift of irrigation water to minimize public contact with recycled water. Recycled water shall not be used for washing eating areas, walkways, pavements, and any other uncontrolled access areas.

30. It is the responsibility of the developer to obtain any necessary permits/approvals from affected agencies and private parties, including but not limited to, Pacific Gas and Electric, AT&T, Comcast, Union Pacific Railroad, Southern Pacific Railroad, Santa Clara Valley Transportation Agency, and City of Milpitas Engineering Division. Copies of any approvals or permits must be submitted to the City of Milpitas Engineering Division.

31. Per Milpitas Municipal Code Chapter 2, Title X (Ord. No. 201), the developer may be required to obtain a permit for removal of any existing tree(s). Contact the Street Landscaping Section at (408) 586-2601 to obtain the requirements and forms.

32. The developer shall call Underground Service Alert (U.S.A.) at (800) 642-2444, 48 hours prior to construction for location of utilities.

33. Prior to start of any construction, the developer shall submit a construction schedule and monitoring plan for City Engineer review and approval. The construction schedule and monitoring plan shall include, but not be limited to, construction staging area, parking area for the construction workers, personnel parking, temporary construction fencing, construction information signage and establish a neighborhood hotline to record and respond to neighborhood construction related concerns. The developer shall coordinate their construction activities with other construction activities in the vicinity of this project. The developer's contractor is also required to submit updated monthly construction schedules to the City Engineer for the purpose of monitoring construction activities and work progress.

34. The developer shall obtain information from the US Postal Services regarding required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Divisions review.

35. The developer shall obtain information from the Milpitas Unified School District (MUSD) regarding providing services.

36. Prior to demolishing the existing buildings, all utilities shall be properly disconnected. Show/state how the water service(s), sewer service(s) and storm service(s) will be disconnected. The water service shall be locked off in the meter box and disconnected or capped immediately behind the water meter if it is not to be used. The sanitary sewer shall be capped off at the clean out near the property line or approved location if it is not to be used. The storm drain shall be capped off at a manhole or inlet structure or approved location if it is not to be used.

37. Prior to demolition permit issuance, the Applicant, or Contracted Designee, shall submit Part I of a Recycling Report on business letterhead to the Building Division, for forwarding to the Engineering Section. This initial report shall be approved by the City's Utility Engineering/Solid Waste Section prior to demolition permit issuance. The report shall describe these resource recovery activities:

    A. What materials will be salvaged.

    B. How materials will be processed during demolition.

    C. Intended locations or businesses for reuse or recycling.

    D. Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.

    E. Applicant/Contractor shall make every effort to salvage materials for reuse and recycling.

38. Prior to building permit issuance, applicant shall submit Part II of the Recycling Report to the Building Division, for forwarding to the City's Utility Engineering/Solid Waste Section, that confirms items 1 – 4 of the Recycling Report, especially materials generated and actual quantities of recycled materials. Part II of the Recycling Report shall be supported by copies of weight tags and/or receipts of "end dumps". Actual reuse, recycling and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Division for approval by the Utility Engineering/Solid Waste Section prior to inspection by the Building Division.

39. All demolished materials including, but not limited to broken concrete and paving materials, pipe, vegetation, and other unsuitable materials, excess earth, building debris, etc., shall be removed from the job site for recycling and/or disposal by the Applicant/Contractor, all to the satisfaction of the City Engineer or designee. The Applicant/Contractor shall, to the maximum extent possible, reuse any useful construction materials generated during the demolition and construction project. The Applicant/Contractor shall recycle all building and paving materials including, but not limited to roofing materials, wood, drywall, metals, and miscellaneous and composite materials, aggregate base material, asphalt, and concrete. The Applicant/Contractor shall perform all recycling and/or disposal by removal from the job site.

40. Make changes as noted on Engineering Services Exhibit "T"(dated 9/18/2008) and submit a Mylar of the revised tentative map to the Planning Division within three weeks of this tentative map approval. No application for the review of the parcel map or improvement plans will be accepted until this condition is satisfied.

41. Based on the information submitted and the City records, the parcels on the north of the proposed Public Street "A" do not appear to be legal parcels of record. The developer shall submit and execute Lot Line Adjustments prior to the recordation of the Final Map.

EXHIBIT F

SHARED INFRASTRUCTURE IMPROVEMENTS

- Public Street A: Site prep, grading, underground utilities, paving, curb, gutter, sidewalk, lighting, landscaping.
- Public Street B: Site prep, grading, underground utilities, paving, curb, gutter, sidewalk, lighting, landscaping.
- Public Street C: Site prep, grading, underground utilities, paving, curb, gutter, sidewalk, lighting, landscaping.
- Public Street D: Site prep, grading, underground utilities, paving, curb, gutter, sidewalk, lighting, landscaping.
- Interim Piper Drive: Street improvements, storm drain installation, media filter, curb, gutter, sidewalk, joint trench, lighting, landscaping.
- Milpitas Boulevard: Traffic Signal at intersection of A Street and Milpitas Blvd.

Piper Montague Area
Cost Share Allocation

	Total	Citation	Milpitas Station	Swenson
	100%	44%	26%	30%
Total Estimated Cost	$3,350,626	$1,474,275	$871,163	$1,005,188
Total Units	1437	639	318	480
Fee per Unit	$2,332	$2,307	$2,740	$2,094

Summary of Estimated Cost

Estimate per CB & G		$2,792,188
Dersign	10.00%	$279,219
Management. Bonds Etc	10.00%	$279,219
Total		$3,350,626

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ENGINEER'S PRELIMINARY COST ESTIMATE
SHARED IMPROVEMENTS
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

		Total Construction Costs
ON-SITE IMPROVEMENTS		
PUBLIC STREET A *(Before building demolition)*	$	1,153,658
PUBLIC STREET A *(Ultimate Configuration)*	$	261,303
PUBLIC STREET B	$	219,987
PUBLIC STREET C	$	183,331
PUBLIC STREET D	$	271,600
SHARED TOTAL	**$**	**2,089,877**
OFF-SITE IMPROVEMENTS		
PIPER DRIVE	$	414,311
TRAFFIC SIGNALS	$	288,000
SOUTH MILPITAS BOULEVARD		NIC
OFF-SITE TOTAL	**$**	**702,311**
TOTAL CONSTRUCTION COST	**$**	**2,792,188**

Notes:

a) Park improvements are not a part of this estimate.
b) Estimate assumes all facilities are constructed at one time.
c) All improvements associated with South Milpitas Boulevard are included in a separate estimate.

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ENGINEER'S PRELIMINARY COST ESTIMATE
PUBLIC STREET A (BEFORE BUILDING DEMOLITION)
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Fine Grading *(R/W - R/W)*	79,000	SF	$	0.50	$	39,500.00
2	6" AC Paving	43,000	SF	$	2.70	$	116,100.00
3	6" Aggregate Base	43,000	SF	$	0.90	$	38,700.00
4	Decorative Paving *(Along parking lane)*	5,000	SF	$	1.50	$	7,500.00
5	Curb & Gutter *(Including subdrain & AB cushion)*	2,100	LF	$	15.00	$	31,500.00
6	Temporary AC Berm	1,100	LF	$	5.00	$	5,500.00
7	Temporary Valley Gutter	500	LF	$	8.00	$	4,000.00
8	6' Concrete Sidewalk *(Including AB cushion)*	16,000	SF	$	4.00	$	64,000.00
9	Handicap Ramps	15	EA	$	1,000.00	$	15,000.00
10	Monuments	7	EA	$	350.00	$	2,450.00
11	Signing and Striping	1	LS	$	5,000.00	$	5,000.00
	Subtotal Street Work					$	329,250.00
	STORM DRAIN						
12	Catch Basins	11	EA	$	2,000.00	$	22,000.00
13	Manholes	11	EA	$	3,500.00	$	38,500.00
14	15" Storm Drain Pipe	540	LF	$	30.00	$	16,200.00
15	18" Storm Drain Pipe	210	LF	$	36.00	$	7,560.00
16	24" Storm Drain Pipe	290	LF	$	48.00	$	13,920.00
17	30" Storm Drain Pipe	230	LF	$	60.00	$	13,800.00
18	36" Storm Drain Pipe	530	LF	$	72.00	$	38,160.00
	Subtotal Storm Drain					$	150,140.00
	SANITARY SEWER						
19	Manholes	8	EA	$	2,500.00	$	20,000.00
20	6" PVC Sanitary Sewer Pipe	170	LF	$	27.00	$	4,590.00
21	10" PVC Sanitary Sewer Pipe	1,200	LF	$	44.00	$	52,800.00
22	Service Stubs	3	EA	$	1,000.00	$	3,000.00
23	Connect to Existing	1	EA	$	5,000.00	$	5,000.00
	Subtotal Sanitary Sewer					$	85,390.00
	WATER SUPPLY						
24	8" PVC Water Line *(Including all appurtenances)*	170	LF	$	36.00	$	6,120.00
25	12" PVC Water Line *(Including all appurtenances)*	1,610	LF	$	54.00	$	86,940.00
26	Fire Hydrants	4	EA	$	3,000.00	$	12,000.00
27	Connect to Existing	2	EA	$	5,000.00	$	10,000.00
	Subtotal Water Supply					$	115,060.00

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Item	Description	Quantity	Unit		Unit Price		Amount
	RECYCLED WATER						
28	6" PVC Recycled Water Line *(Including all appurtenances)*	1,070	LF	$	28.00	$	29,960.00
29	Irrigation Services	7	EA	$	750.00	$	5,250.00
	Subtotal Recycled Water					$	35,210.00
	ELECTRICAL						
30	Electroliers *(Assume 1 every 150')*	11	EA	$	4,000.00	$	44,000.00
31	Joint Trench	1,500	LF	$	110.00	$	165,000.00
	Subtotal Electrical					$	209,000.00
	LANDSCAPE						
32	Parkway Landscape Strip	17,500	SF	$	6.00	$	105,000.00
33	Irrigation Sleeves	10	EA	$	1,000.00	$	10,000.00
	Subtotal Landscape					$	115,000.00
	SUBTOTAL PUBLIC STREET A CONSTRUCTION COST					**$**	**1,039,050.00**
	15% CONTINGENCY					**$**	**155,857.50**
	TOTAL PUBLIC STREET A CONSTRUCTION COST					**$**	**1,194,907.50**
	PG&E REFUND (1,500 LF x 27.50)					**$**	**(41,250.00)**
	TOTAL PUBLIC STREET A CONSTRUCTION COST					**$**	**1,153,657.50**

Notes:

1. *Road section is based on the traffic index and pavement standards per City of Milpitas guidelines.*

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ENGINEER'S PRELIMINARY COST ESTIMATE
PUBLIC STREET A (ULTIMATE CONFIGURATION)
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Demo Existing AC Berm	1,100	LF	$	2.00	$	2,200.00
2	Demo Existing Asphalt	4,800	SF	$	2.00	$	9,600.00
3	Demo Temporary Valley Gutter	500	LF	$	3.00	$	1,500.00
4	Demo Temporary Handicap Ramps	2	EA	$	500.00	$	1,000.00
5	Fine Grading	20,000	SF	$	0.50	$	10,000.00
6	6" AC Paving	7,000	SF	$	2.70	$	18,900.00
7	6" Aggregate Base	7,000	SF	$	0.90	$	6,300.00
8	Decorative Paving *(Along parking lane)*	3,000	SF	$	1.50	$	4,500.00
9	Curb & Gutter *(Including subdrain & AB cushion)*	1,100	LF	$	15.00	$	16,500.00
10	6' Concrete Sidewalk *(Including AB cushion)*	3,800	SF	$	4.00	$	15,200.00
11	Repair Existing Sidewalk *(25% of reuse)*	750	SF	$	4.00	$	3,000.00
12	Handicap Ramps	5	EA	$	1,000.00	$	5,000.00
13	Monuments	7	EA	$	350.00	$	2,450.00
14	Signing and Striping	1	LS	$	2,000.00	$	2,000.00
15	Traffic Control	1	LS	$	50,000.00	$	50,000.00
	Subtotal Street Work					$	148,150.00
	STORM DRAIN						
16	Catch Basins	3	EA	$	2,000.00	$	6,000.00
17	15" Storm Drain Pipe	45	LF	$	30.00	$	1,350.00
	Subtotal Storm Drain					$	7,350.00
	WATER SUPPLY						
18	12" PVC Water Line *(Including all appurtenances)*	430	LF	$	54.00	$	23,220.00
19	Connect to Existing	2	EA	$	5,000.00	$	10,000.00
20	Abandon temporary 12" water line	1	LS	$	5,000.00	$	5,000.00
21	Reinstall Existing Fire Hydrant	1	EA	$	2,500.00	$	2,500.00
	Subtotal Water Supply					$	40,720.00
	ELECTRICAL						
22	Relocate Existing Electroliers	2	EA	$	2,000.00	$	4,000.00
	Subtotal Electrical					$	4,000.00
	LANDSCAPE						
23	Parkway Landscape Strip	4,500	SF	$	6.00	$	27,000.00
	Subtotal Landscape					$	27,000.00

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Item	Description	Quantity	Unit	Unit Price	Amount
	SUBTOTAL PUBLIC STREET A CONSTRUCTION COST				$ 227,220.00
	15% CONTINGENCY				$ 34,083.00
	TOTAL PUBLIC STREET A CONSTRUCTION COST				$ 261,303.00

Notes:

1. *Road section is based on the traffic index and pavement standards per City of Milpitas guidelines.*

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ENGINEER'S PRELIMINARY COST ESTIMATE
PUBLIC STREET B
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Fine Grading *(R/W - R/W)*	16,000	SF	$	0.50	$	8,000.00
2	4" AC Paving	9,600	SF	$	1.80	$	17,280.00
3	6" Aggregate Base	9,600	SF	$	0.90	$	8,640.00
4	Decorative Paving *(Along parking lane)*	1,850	SF	$	1.50	$	2,775.00
5	Curb & Gutter *(Including subdrain & AB cushion)*	640	LF	$	15.00	$	9,600.00
6	5' Concrete Sidewalk *(Including AB cushion)*	3,300	SF	$	4.00	$	13,200.00
7	Handicap Ramps	2	EA	$	1,000.00	$	2,000.00
8	Monuments	1	EA	$	350.00	$	350.00
9	Signing and Striping	1	LS	$	2,000.00	$	2,000.00
	Subtotal Street Work					$	63,845.00
	STORM DRAIN						
10	Catch Basins	6	EA	$	2,000.00	$	12,000.00
11	Field Inlets	1	EA	$	2,000.00	$	2,000.00
12	Manholes	4	EA	$	3,500.00	$	14,000.00
13	15" Storm Drain Pipe	70	LF	$	30.00	$	2,100.00
14	18" Storm Drain Pipe	60	LF	$	36.00	$	2,160.00
15	24" Storm Drain Pipe	380	LF	$	48.00	$	18,240.00
	Subtotal Storm Drain					$	50,500.00
	WATER SUPPLY						
16	8" PVC Water Line *(Including all appurtenances)*	330	LF	$	36.00	$	11,880.00
17	Fire Hydrants	1	EA	$	3,000.00	$	3,000.00
18	Services	2	EA	$	1,000.00	$	2,000.00
	Subtotal Water Supply					$	16,880.00
	RECYCLED WATER						
19	6" PVC Recycled Water Line *(Including all appurtenances)*	340	LF	$	28.00	$	9,520.00
20	Irrigation Services	3	EA	$	2,000.00	$	6,000.00
	Subtotal Recycled Water					$	15,520.00
	ELECTRICAL						
21	Electroliers	2	EA	$	4,000.00	$	8,000.00
22	Joint Trench	320	LF	$	110.00	$	35,200.00
	Subtotal Electrical					$	43,200.00

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Item	Description	Quantity	Unit	Unit Price	Amount
	LANDSCAPE				
23	Parkway Landscape Strip	1,500	SF	$ 6.00	$ 9,000.00
	Subtotal Landscape				$ 9,000.00
	SUBTOTAL PUBLIC STREET B CONSTRUCTION COST				**$ 198,945.00**
	15% CONTINGENCY				**$ 29,841.75**
	TOTAL PUBLIC STREET B CONSTRUCTION COST				**$ 228,786.75**
	PG&E REFUND (320 LF x $27.50)				**$ (8,800.00)**
	TOTAL PUBLIC STREET B CONSTRUCTION COST				**$ 219,986.75**

Notes:

1. *Road section is based on the traffic index and pavement standards per City of Milpitas guidelines.*

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ENGINEER'S PRELIMINARY COST ESTIMATE
PUBLIC STREET C
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Fine Grading *(R/W - R/W)*	12,000	SF	$	0.50	$	6,000.00
2	4" AC Paving	7,500	SF	$	1.80	$	13,500.00
3	6" Aggregate Base	7,500	SF	$	0.90	$	6,750.00
4	Decorative Paving *(Along parking lane)*	1,680	SF	$	1.50	$	2,520.00
5	Curb & Gutter *(Including subdrain & AB cushion)*	520	LF	$	15.00	$	7,800.00
6	5' Concrete Sidewalk *(Including AB cushion)*	2,700	SF	$	4.00	$	10,800.00
7	Handicap Ramps	4	EA	$	1,000.00	$	4,000.00
8	Monuments	1	EA	$	350.00	$	350.00
9	Signing and Striping	1	LS	$	2,000.00	$	2,000.00
	Subtotal Street Work					$	53,720.00
	STORM DRAIN						
10	Catch Basins	4	EA	$	2,000.00	$	8,000.00
11	Manholes	3	EA	$	3,500.00	$	10,500.00
12	15" Storm Drain Pipe	350	LF	$	30.00	$	10,500.00
	Subtotal Storm Drain					$	29,000.00
	SANITARY SEWER						
13	Manholes	1	EA	$	2,500.00	$	2,500.00
14	6" PVC Sanitary Sewer Pipe	150	LF	$	27.00	$	4,050.00
	Subtotal Sanitary Sewer					$	6,550.00
	WATER SUPPLY						
15	8" PVC Water Line *(Including all appurtenances)*	370	LF	$	36.00	$	13,320.00
16	Fire Hydrants	1	EA	$	3,000.00	$	3,000.00
	Subtotal Water Supply					$	16,320.00
	RECYCLED WATER						
17	6" PVC Recycled Water Line *(Including all appurtenances)*	260	LF	$	28.00	$	7,280.00
18	Irrigation Meter	1	EA	$	2,000.00	$	2,000.00
	Subtotal Recycled Water					$	9,280.00

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Item	Description	Quantity	Unit		Unit Price		Amount
	ELECTRICAL						
19	Electroliers	2	EA	$	4,000.00	$	8,000.00
20	Joint Trench	320	LF	$	110.00	$	35,200.00
	Subtotal Electrical					$	43,200.00
	LANDSCAPE						
21	Parkway Landscape Strip	1,500	SF	$	6.00	$	9,000.00
	Subtotal Landscape					$	9,000.00
	SUBTOTAL PUBLIC STREET C CONSTRUCTION COST					**$**	**167,070.00**
	15% CONTINGENCY					**$**	**25,060.50**
	TOTAL PUBLIC STREET C CONSTRUCTION COST					**$**	**192,130.50**
	PG&E REFUND (320 LF x $27.50)					**$**	**(8,800.00)**
	TOTAL PUBLIC STREET C CONSTRUCTION COST					**$**	**183,330.50**

Notes:

1. *Road section is based on the traffic index and pavement standards per City of Milpitas guidelines.*

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ENGINEER'S PRELIMINARY COST ESTIMATE
PUBLIC STREET D
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Fine Grading *(R/W - R/W)*	24,000	SF	$	0.50	$	12,000.00
2	4" AC Paving	15,100	SF	$	1.80	$	27,180.00
3	6" Aggregate Base	15,100	SF	$	0.90	$	13,590.00
4	Decorative Paving *(Along parking lane)*	2,900	SF	$	1.50	$	4,350.00
5	Curb & Gutter *(Including subdrain & AB cushion)*	980	LF	$	15.00	$	14,700.00
6	5' Concrete Sidewalk *(Including AB cushion)*	4,700	SF	$	4.00	$	18,800.00
7	Handicap Ramps	4	EA	$	1,000.00	$	4,000.00
8	Monuments	1	EA	$	350.00	$	350.00
9	Signing and Striping	1	LS	$	2,000.00	$	2,000.00
	Subtotal Street Work					$	96,970.00
	STORM DRAIN						
10	Catch Basins	3	EA	$	2,000.00	$	6,000.00
11	Field Inlets	2	EA	$	2,000.00	$	4,000.00
12	Manholes	2	EA	$	3,500.00	$	7,000.00
13	15" Storm Drain Pipe	40	LF	$	30.00	$	1,200.00
14	18" Storm Drain Pipe	50	LF	$	36.00	$	1,800.00
15	24" Storm Drain Pipe	420	LF	$	48.00	$	20,160.00
	Subtotal Storm Drain					$	40,160.00
	WATER SUPPLY						
16	8" PVC Water Line *(Including all appurtenances)*	500	LF	$	36.00	$	18,000.00
17	Fire Hydrants	2	EA	$	3,000.00	$	6,000.00
18	Services	3	EA	$	1,000.00	$	3,000.00
	Subtotal Water Supply					$	27,000.00
	ELECTRICAL						
19	Electroliers	4	EA	$	4,000.00	$	16,000.00
20	Joint Trench	500	LF	$	110.00	$	55,000.00
	Subtotal Electrical					$	71,000.00

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Item	Description	Quantity	Unit		Unit Price		Amount
	LANDSCAPE						
21	Parkway Landscape Strip	2,000	SF	$	6.00	$	12,000.00
22	Irrigation Sleeves	1	EA	$	1,000.00	$	1,000.00
	Subtotal Landscape					$	13,000.00
	SUBTOTAL PIPER DRIVE CONSTRUCTION COST					**$**	**248,130.00**
	15% CONTINGENCY					**$**	**37,219.50**
	TOTAL PIPER DRIVE CONSTRUCTION COST					**$**	**285,349.50**
	PG&E REFUND (500 LF x $27.50)					**$**	**(13,750.00)**
	TOTAL PUBLIC STREET D CONSTRUCTION COST					**$**	**271,599.50**

Notes:

1. *Road section is based on the traffic index and pavement standards per City of Milpitas guidelines.*

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ENGINEER'S PRELIMINARY COST ESTIMATE
PIPER DRIVE (SOUTH OF PUBLIC STREET A)
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Curb & Gutter *(Including subdrain & AB cushion)*	1,100	LF	$	15.00	$	16,500.00
2	Slurry Street Section	35,500	SF	$	1.00	$	35,500.00
3	5' Concrete Sidewalk *(Including AB cushion)*	4,200	SF	$	4.00	$	16,800.00
4	Handicap Ramps	5	EA	$	1,000.00	$	5,000.00
5	Monuments	1	EA	$	350.00	$	350.00
6	Signing and Striping	1	LS	$	2,000.00	$	2,000.00
	Subtotal Street Work					$	76,150.00
	STORM DRAIN						
7	Manholes	2	EA	$	3,500.00	$	7,000.00
8	36" Storm Drain Pipe	710	LF	$	72.00	$	51,120.00
9	Connect to Existing	1	EA	$	5,000.00	$	5,000.00
10	Media Filter	1	EA		NIC	$	-
	Subtotal Storm Drain					$	63,120.00
	ELECTRICAL						
11	Electroliers	8	EA	$	4,000.00	$	32,000.00
12	Joint Trench	900	LF	$	110.00	$	99,000.00
	Subtotal Electrical					$	131,000.00
	LANDSCAPE						
13	Parkway Landscape Strip	14,000	SF	$	6.00	$	84,000.00
14	2" Irrigation Service	1	EA	$	2,000.00	$	2,000.00
15	Irrigation Sleeves	4	EA	$	1,000.00	$	4,000.00
	Subtotal Landscape					$	90,000.00
	SUBTOTAL PIPER DRIVE CONSTRUCTION COST					$	360,270.00
	15% CONTINGENCY					$	54,040.50
	TOTAL PIPER DRIVE CONSTRUCTION COST					$	414,310.50
	PG&E REFUND (900 LF x $27.50)					$	(24,750.00)
	TOTAL PIPER DRIVE CONSTRUCTION COST					$	389,560.50

Notes:

1. *This estimate is based on improvements to Piper Drive located south of Public Street A as shown on the Revised Piper Drive Cross Section Exhibit dated September 15, 2008 .*
2. *Media filter and storm pipe extend north of Public Street A for Subdistrict connection to City facilities and are included as shared costs.*
3. *The Project-Wide Media Filter Cost of $300,000 was specifically omitted from this estimate.*
4. *Ultimate Piper Drive improvements to be completed after BART installation and is not included.*

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ENGINEER'S PRELIMINARY COST ESTIMATE
OFF-SITE TRAFFIC SIGNALS
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

July 8, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	TRAFFIC SIGNALS						
1	Public Street A at South Milpitas Boulevard	1	LS	$	250,000.00	$	250,000.00
	SUBTOTAL TRAFFIC SIGNALS CONSTRUCTION COST					**$**	**250,000.00**
	15% CONTINGENCY					**$**	**37,500.00**
	TOTAL TRAFFIC SIGNALS CONSTRUCTION COST *(to nearest $1,000)*					**$**	**288,000.00**

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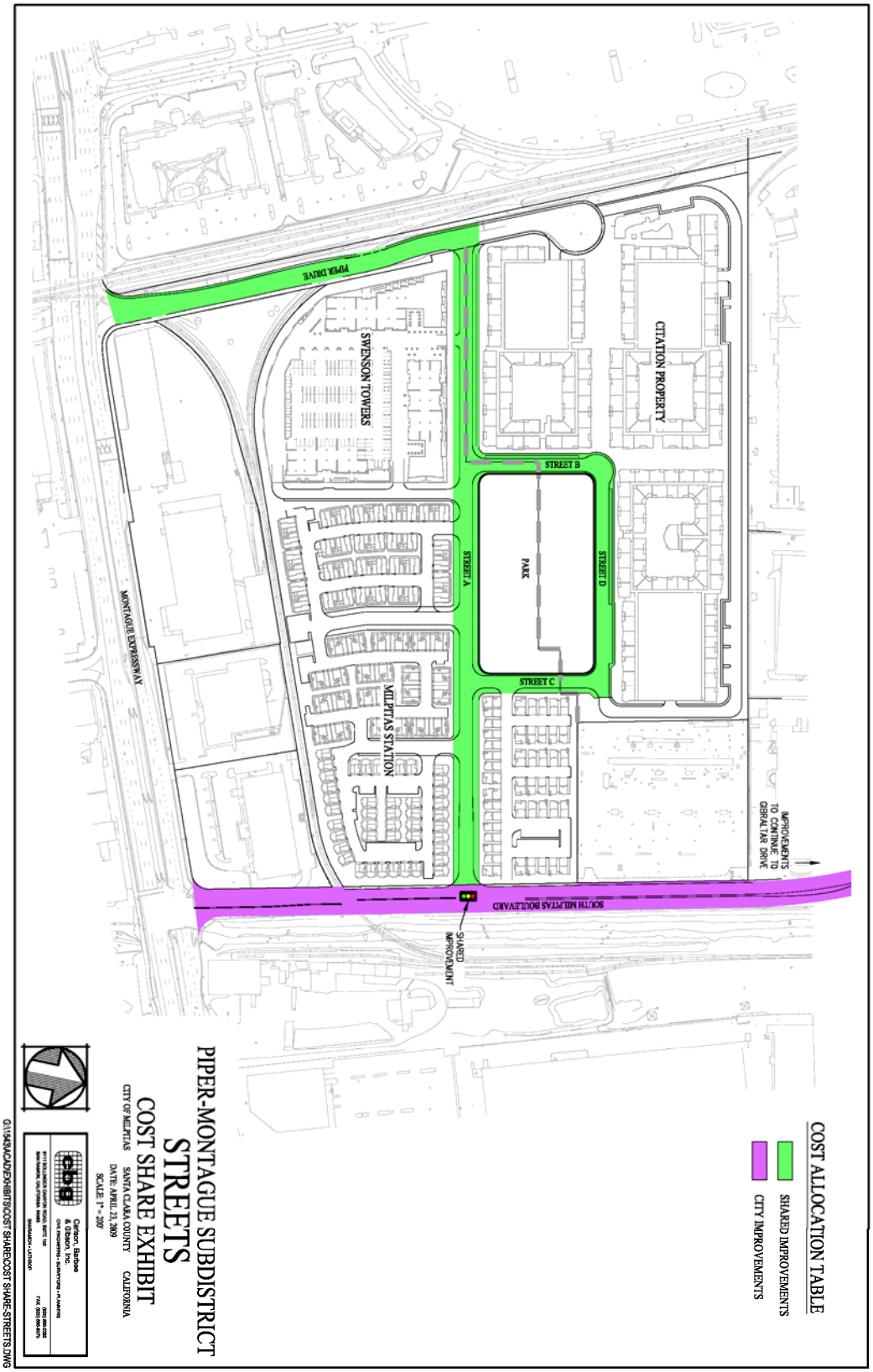
COST ALLOCATION TABLE
SHARED IMPROVEMENTS
CITY IMPROVEMENTS
IMPROVEMENTS TO CONTINUE TO GIBRALTAR DRIVE
CITATION PROPERTY
SWENSON TOWERS
PIPER DRIVE
STREET B
STREET D
PARK
STREET A
STREET C
MILPITAS STATION
MONTAGUE EXPRESSWAY
SOUTH MILPITAS BOULEVARD
SHARED IMPROVEMENT
PIPER-MONTAGUE SUBDISTRICT
STREETS
COST SHARE EXHIBIT
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: APRIL 23, 2009
SCALE: 1" = 200'
Carlson, Barbee & Gibson, Inc.
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COST ALLOCATION TABLE
SHARED IMPROVEMENTS
CITY IMPROVEMENTS
NOTE:
ALL PIPE SIZES SHOWN ARE BASED UPON THE APPROVED TENTATIVE MAPS FOR THE PIPER-MONTAGUE SUBDISTRICT AND ARE SUBJECT TO CHANGE PENDING FINAL DESIGN.
MEDIA FILTER
CITATION PROPERTY
PIPER DRIVE
SWENSON TOWERS
STREET B
STREET A
PARK
STREET D
STREET C
MONTAGUE EXPRESSWAY
MILPITAS STATION
SOUTH MILPITAS BOULEVARD
PIPER-MONTAGUE SUBDISTRICT
STORM DRAIN
COST SHARE EXHIBIT
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: APRIL 23, 2009
SCALE: 1" = 200'
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CIVIL ENGINEERING • SURVEYING • PLANNING
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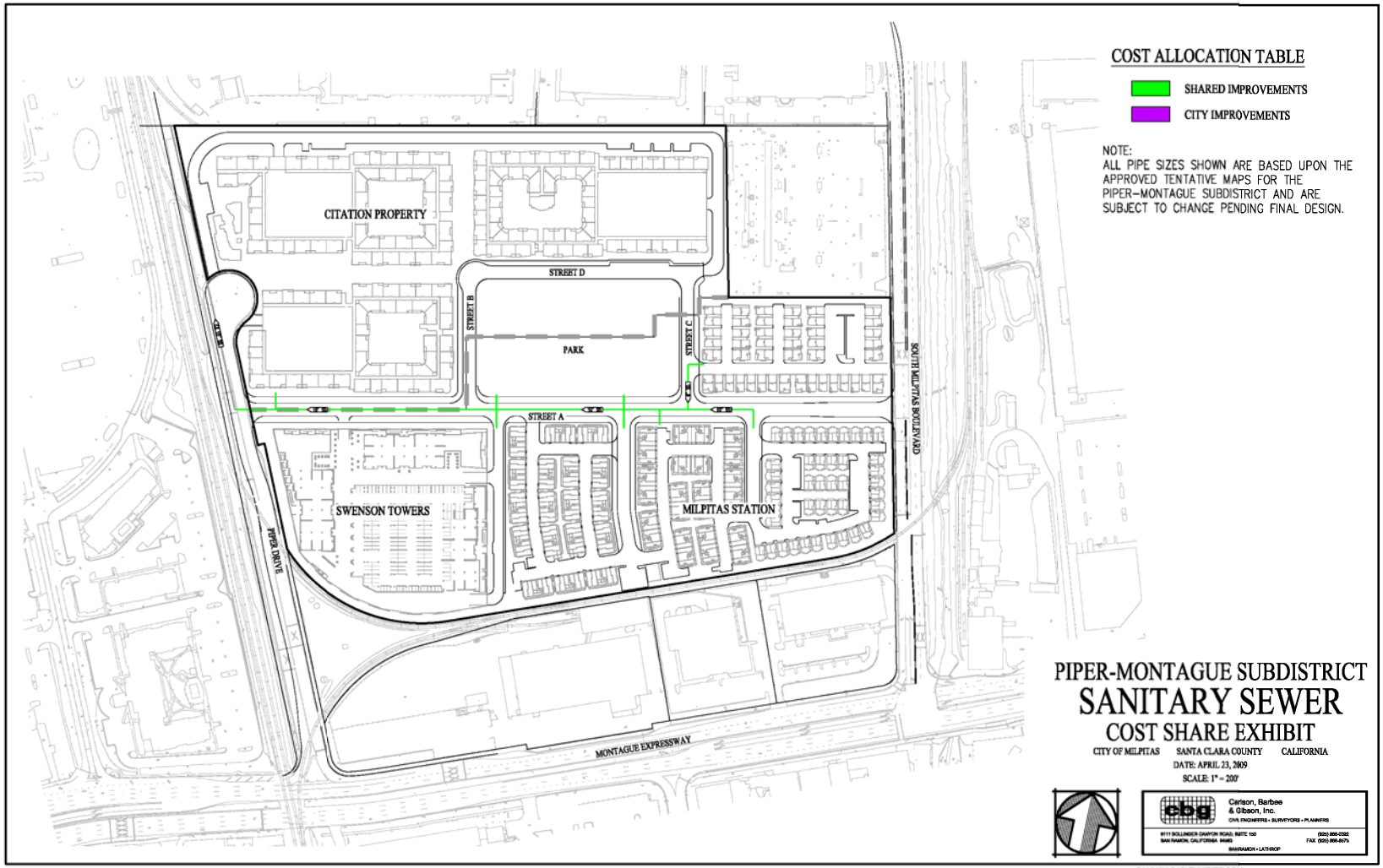
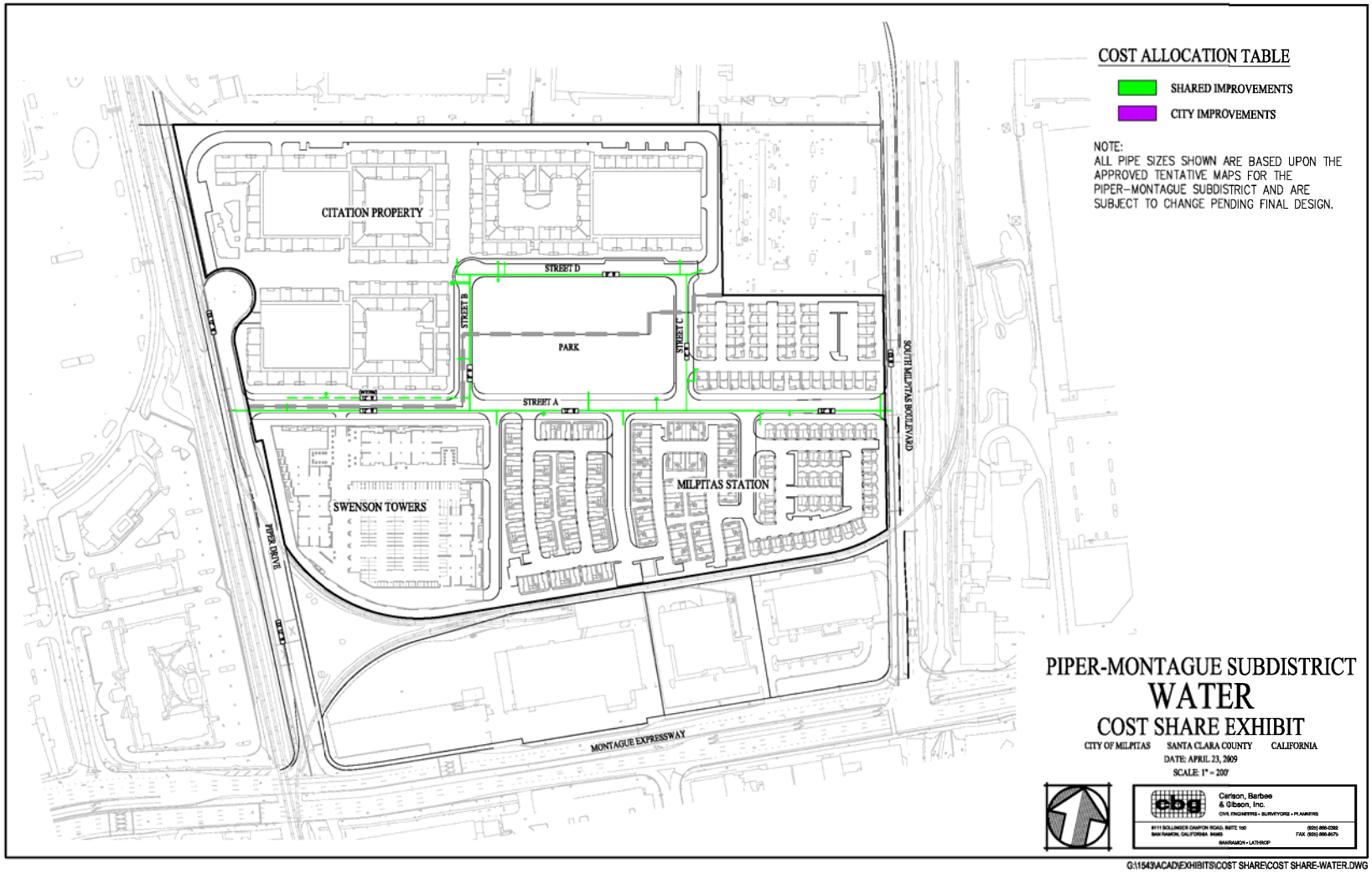

COST ALLOCATION TABLE
SHARED IMPROVEMENTS
CITY IMPROVEMENTS
NOTE:
ALL PIPE SIZES SHOWN ARE BASED UPON THE APPROVED TENTATIVE MAPS FOR THE PIPER-MONTAGUE SUBDISTRICT AND ARE SUBJECT TO CHANGE PENDING FINAL DESIGN.
CITATION PROPERTY
STREET D
STREET B
PARK
STREET C
STREET A
SWENSON TOWERS
MILPITAS STATION
PIPER DRIVE
SOUTH MILPITAS BOULEVARD
MONTAGUE EXPRESSWAY
PIPER-MONTAGUE SUBDISTRICT
SANITARY SEWER
COST SHARE EXHIBIT
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: APRIL 23, 2009
SCALE: 1" = 200'
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2111 BOLLINGER CANYON ROAD, SUITE 100
SAN RAMON, CALIFORNIA 94583
(925) 866-0322
FAX (925) 866-8675
SAN RAMON • LATHROP
G:\11543\ACAD\EXHIBITS\COST SHARE\COST SHARE-SEWER.DWG


COST ALLOCATION TABLE
SHARED IMPROVEMENTS
CITY IMPROVEMENTS
NOTE:
ALL PIPE SIZES SHOWN ARE BASED UPON THE APPROVED TENTATIVE MAPS FOR THE PIPER-MONTAGUE SUBDISTRICT AND ARE SUBJECT TO CHANGE PENDING FINAL DESIGN.
CITATION PROPERTY
STREET D
STREET B
PARK
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STREET A
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MILPITAS STATION
PIPER DRIVE
SOUTH MILPITAS BOULEVARD
MONTAGUE EXPRESSWAY
PIPER-MONTAGUE SUBDISTRICT
WATER
COST SHARE EXHIBIT
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: APRIL 23, 2009
SCALE: 1" = 200'
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
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SAN RAMON • LATHROP
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EXHIBIT G

CITY IMPROVEMENTS

[Please see attached.]

MILPITAS BOULEVARD
CITY OF MILPITAS IMPROVEMENTS

The City of Milpitas will be responsible for all the costs of the following improvements to Milpitas Boulevard:

Construction of the Reclaimed Water line and appurtenances from Gibraltar Drive to Street A including removing and replacing pavement in Milpitas Boulevard.

Construction of Bus Stop improvements on Milpitas Boulevard at the Street A intersection including a concrete pad.

Construction of a raised median from Gibraltar Drive to Montague Expressway

Construction of landscaping and pavement within the Milpitas Boulevard median

Construction of Light Pole Electroliers On Milpitas Boulevard between Gibraltar and Montague Expressway as required

Construction of 2 Speed Feedback signs on the northbound side of Milpitas Boulevard

Construction of frontage improvements adjacent to The PG&E Sub-Station including Curb and Gutter, Sidewalk, and Landscaping.

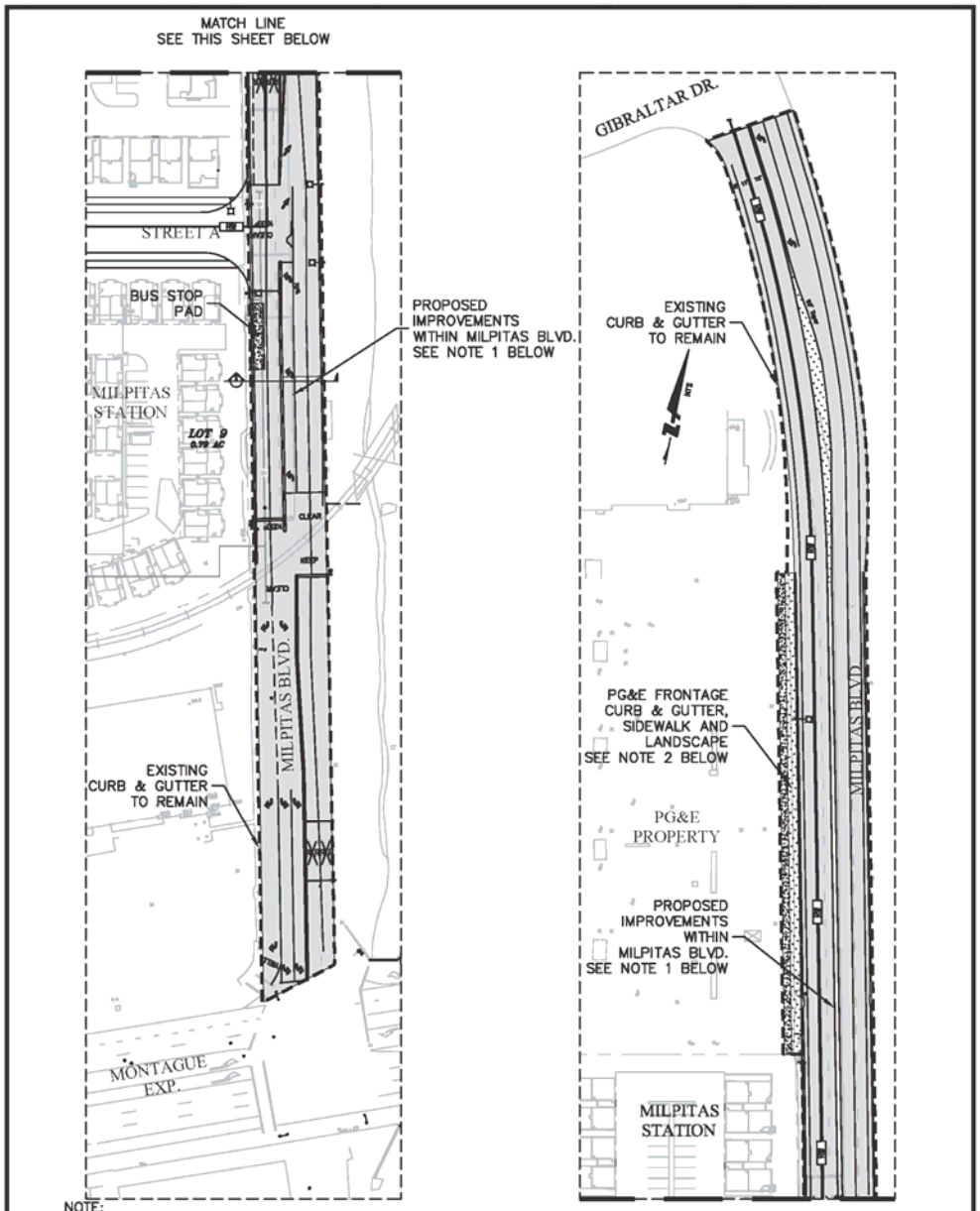
Slurry Seal resurfacing of Milpitas Boulevard from Gibraltar Drive to Montague Expressway

Signage and Striping for revised lane configuration of Milpitas Boulevard from Gibraltar Drive to Montague Expressway.

Traffic control and coordination for the construction of all on-street improvements

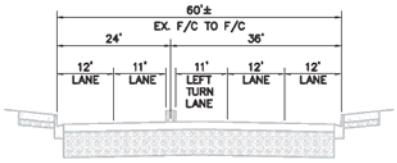
Plans and Design of all improvements

Field Survey control, Engineering, Geotechnical and other consultant support required to construct all improvements



NOTE:

1. SLURRY SEAL, LANDSCAPED MEDIAN, ELECTROLIERS, SPEED FEEDBACK SIGNS, RECLAIMED WATER, BUS STOP, PAVEMENT AND SIGNING/STRIPING
2. FRONTAGE IMPROVEMENTS INCLUDE CURB & GUTTER, SIDEWALK, LANDSCAPE.



MILPITAS BLVD. TYPICAL CROSS SECTION

NOT TO SCALE

LEGEND:

LANDSCAPE
CONCRETE SIDEWALK
SLURRY SEAL
PAVEMENT MARKINGS

EXHIBIT G

BkF
ENGINEERS / SURVEYORS / PLANNERS

980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject: MILPITAS BOULEVARD
CITY OF MILPITAS IMPROVEMENTS
Job No. 20068010-22
By RS Date 04/21/09 Chkd. JM
SHEET 1 OF 1

DRAWING NAME: K:\Eng06\06801O-20\DWG\EXHIBITS\MILPITAS BLVD COST ESTIMATE\2009_05_29_COST-SHEET.dwg
PLOT TIME: 05-29-09
PLOTTED BY: spen

SDCA_1464613.9

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
SOUTH MILPITAS BOULEVARD
PIPER / MONTAGUE SUBDISTRICT
MILPITAS, CALIFORNIA

May 29, 2009
Job No.: 1543-000

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Clearing and Grubbing *(Landscape strip and sidewalk)*	5,900	SF	$	1.00	$	5,900.00
2	Remove and Replace Existing Curb and Gutter *(Including subdrain and AB cushion)*	400	LF	$	20.00	$	8,000.00
3	Median Curb *(Including subdrain & AB cushion)*	3,100	LF	$	15.00	$	46,500.00
4	Slurry Seal	101,500	SF	$	1.00	$	101,500.00
5	Median Island PCC Pavement	5,600	SF	$	5.00	$	28,000.00
6	Concrete Sidewalk	2,400	SF	$	4.00	$	9,600.00
7	Bus Pad	600	SF	$	15.00	$	9,000.00
8	Signing and Striping	1	LS	$	20,000.00	$	20,000.00
9	Traffic Control	1	LS	$	50,000.00	$	50,000.00
	Subtotal Street Work					$	278,500.00
	RECYCLED WATER						
10	10" PVC Recycled Water Line *(Including all appurtenances)*	1,150	LF	$	100.00	$	115,000.00
11	Irrigation Services	1	EA	$	750.00	$	750.00
12	Connect to Existing	1	EA	$	5,000.00	$	5,000.00
	Subtotal Recycled Water					$	120,750.00
	ELECTRICAL						
13	Electroliers	5	EA	$	4,000.00	$	20,000.00
14	Vehicle Speed Feedback Signs	2	EA	$	5,000.00	$	10,000.00
	Subtotal Electrical					$	30,000.00
	LANDSCAPE						
15	Parkway Landscape Strip	3,500	SF	$	6.00	$	21,000.00
	Subtotal Landscape					$	21,000.00
	SUBTOTAL SOUTH MILPITAS BOULEVARD CONSTRUCTION COST					**$**	**450,250.00**
	15% CONTINGENCY					**$**	**67,537.50**
	TOTAL SOUTH MILPITAS BOULEVARD CONSTRUCTION COST					**$**	**517,787.50**

6111 BOLLINGER CANYON ROAD, SUITE 150 • SAN RAMON, CALIFORNIA 94583 • (925) 866-0322 • FAX (925) 866-8575 • www.cbandg.com

EXHIBIT H

WORKSHEET EXAMPLE

[Please see attached.]

City of Milpitas
Transit Area Specific Plan
Piper - Montague Subdistrict
Examples of Calculation of Piper Montague Infrastructure Fee (PMIF)and Related Credits

Assumptions

	Total	Citation	Milpitas Station	Swenson
Shared Infrastructure Allocation	100%	44%	26%	30%
Total Estimated Cost of Shared Improvements	$3,488,626	$1,534,995	$907,043	$1,046,588
Totasl Approve Units	1437	639	318	480
Piper Montague Infrastructure Fee per Unit (PMIF)	$2,428	$2,402	$2,852	$2,180

Example 1

Citation is Constructing Owner for Initial Phase and expends $600,000 and requests building permits for 160 units

Construction cost of $600,000 would be applied as follows

Credit applied to PMIF	160 units x $2,402=		$384,349
Credit applied to TASP Fee	$600,000-$384,349	$215,651	
Balace of TASP Fee paid in cash	160 Units X $23,800=$3,808,000-$215,651	$3,592,349	
Total TASP Fee to be paid for 160 units			$3,808,000

Example 2

Milpitas Station is Constructing Owner for Phase and expends $1,000,000 and requests building permits for 40 units

Construction cost of $1,000,000 would be applied as follows

Credit applied to PMIF	40 units x $2,852=		$114,093
Credit applied to TASP Fee	$1,000,000-$114,093	$885,907	
Balace of TASP Fee paid in cash	40 Units X $23,800=$952,000-$885,907	$66,093	
Total TASP Fee to be paid for 40 units			$952,000

Example 3

Swenson is Constructing Owner for Phase and expends $450,000 and requests building permits for 240 units

Construction cost of $450,000 would be applied as follows

Credit applied to PMIF			$450,000
Balance of PMIF Fee paid in cash	240 units x $2,180=$523,200-$450,000		$73,200
Credit applied to TASP Fee		$0	
Balace of TASP Fee paid in cash	240 Units X $23,800=$5,712,000	$5,712,000	
Total TASP Fee to be paid for 240 units			$5,712,000

City of Milpitas
Transit Area Specific Plan
Piper - Montague Subdistrict
Examples of Calculation of Piper Montague Infrastructure Fee (PMIP) given rising costs and Related Credits

Final Estimated Cost Phse One	Total	Citation	Milpitas Station	Swenson
Shared Infrastructure Allocation	100%	44%	26%	30%
Total Estimated Cost of Shared Improvements	$3,350,626	$1,474,275	$871,163	$1,005,188
Totasl Approve Units	1437	639	318	480
Piper Montague Infrastructure Fee per Unit (PMIF)	$2,332	$2,307	$2,740	$2,094

Example 4 Escalating Costs

Phase One

Citation is Constructing Owner for Initial Phase and expends $2,600,000 and requests building permits for 639 units

Construction cost of $2,600,000 would be applied as follows

Total PMIP	639		$2,307		$1,474,275	
Credit for Cost Incurred					$2,600,000	
Credit Applied to Tasp					-$1,125,725	-$1,125,725 City Fee Credit
Balace of TASP Fee paid in cash	639	23800	-$1,125,725	$14,082,475		
Total TASP Fee to be paid for 639 units					$15,208,200	

Phase Two Construction

Shared Infrastructure Allocation	Total 100%	Citation 44%	Milpitas Station 26%	Swenson 30%
Amount Spent Phase One	$2,600,000	$1,474,275	$522,658	$603,067
Revised Estimate to Complete	$1,300,000	$0	$603,571	$696,429
Total Estimated Cost of Shared Improvements	$3,900,000	$1,474,275	$1,126,229	$1,299,495
Totasl Approve Units	798	0	318	480
Piper Montague Infrastructure Fee perRemaining Unit (PMIP)	$4,887	$0	$3,542	$2,707

M S constructs 1,000,000 for subsequent phase with 300,000 remaining

Total PMIP	318		$3,542	$1,126,229	
Credit for Cost Incurred				$1,000,000	
Balace PMIP Paid in cash				$126,229	$126,229 City Fee Recovery from MS
Balace of TASP Fee paid in cash	318	23800		$7,568,400	
Total TASP Fee to be paid for 318 units				$7,568,400	

Swenson Constructs remaining 300,000

Total PMIP	480		$2,707	$1,299,495	
Credit for Cost Incurred				$300,000	
Balace PMIP Paid in cash				$999,495	$999,495 City Fee Recovery from Swenson
Credit applied to TASP Fee	0		$0	$0	
Balace of TASP Fee paid in cash	480	23800	$0	$11,424,000	
Total TASP Fee to be paid for 639 units				$11,424,000	

$0 Net to City

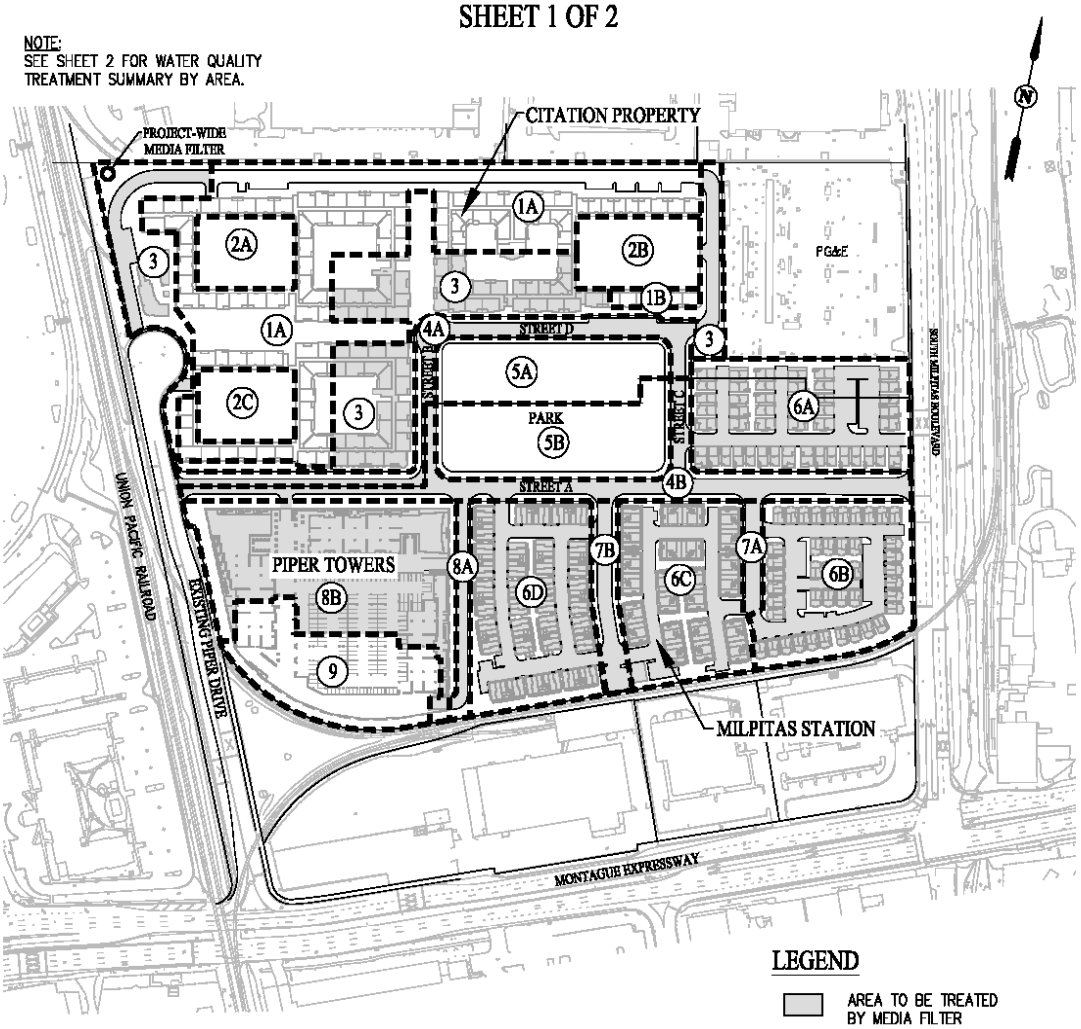
EXHIBIT I
CONCEPTUAL PLAN

[Please see attached.]

EXHIBIT 'I'

SHEET 1 OF 2

NOTE:
SEE SHEET 2 FOR WATER QUALITY TREATMENT SUMMARY BY AREA.



LEGEND

- AREA TO BE TREATED BY MEDIA FILTER
- WATER QUALITY AREA BOUNDARY
- (9) WATER QUALITY AREA NUMBER

C.3 CONCEPTUAL PLAN

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: JULY 8, 2009

SCALE: 1" = 300'

PIPER TOWERS DESIGNED BY:
CIVIL ENGINEERING ASSOCIATES
777 NORTH FIRST STREET, 5TH FLOOR
SAN JOSE, CA 95112
(408) 287-0246

MILPITAS STATION PROPERTY DESIGNED BY:
BKF
ENGINEERS / SURVEYORS / PLANNERS
980 9TH STREET, SUITE 1770
SACRAMENTO, CA 95814
(916) 556-5800

CITATION PROPERTY DESIGNED BY:
cbg
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
6111 BOLLINGER CANYON ROAD, SUITE 150
SAN RAMON, CALIFORNIA 94583
(925) 866-0322
FAX (925) 866-8575
SAN RAMON • LATHROP

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EXHIBIT 'I'

SHEET 2 OF 2

WATER QUALITY TREATMENT SUMMARY

AREA NUMBER		OWNER	USAGE	TREATMENT METHOD	AREA
1	A	CITATION	PRIVATE DEVELOPMENT	VEGETATED TREATMENT	5.8 AC±
	B	CITATION	PRIVATE DEVELOPMENT	VEGETATED TREATMENT	0.2 AC±
2	A	CITATION	PARKING GARAGE	OIL-GREASE SEPARATOR	0.7 AC±
	B	CITATION	PARKING GARAGE	OIL-GREASE SEPARATOR	0.9 AC±
	C	CITATION	PARKING GARAGE	OIL-GREASE SEPARATOR	0.7 AC±
3		CITATION	PRIVATE DEVELOPMENT	MEDIA FILTER	4.7 AC±
4	A	CITY (CITATION)	PUBLIC STREETS	MEDIA FILTER	1.2 AC±
	B	CITY (RGC)	PUBLIC STREETS	MEDIA FILTER	1.8 AC±
5	A	CITY (CITATION)	PUBLIC PARK	ON-SITE TREATMENT	1.4 AC±
	B	CITY (RGC)	PUBLIC PARK	ON-SITE TREATMENT	1.8 AC±
6	A	RGC	PRIVATE DEVELOPMENT	MEDIA FILTER	2.4 AC±
	B	RGC	PRIVATE DEVELOPMENT	MEDIA FILTER	2.3 AC±
	C	RGC	PRIVATE DEVELOPMENT	MEDIA FILTER	2.2 AC±
	D	RGC	PRIVATE DEVELOPMENT	MEDIA FILTER	2.4 AC±
7	A	RGC	PRIVATE STREETS	MEDIA FILTER	0.2 AC±
	B	RGC	PRIVATE STREETS	MEDIA FILTER	0.5 AC±
8	A	SWENSON	PRIVATE STREETS	MEDIA FILTER	0.3 AC±
	B	SWENSON	PRIVATE DEVELOPMENT	MEDIA FILTER	3.3 AC±
9		SWENSON	PRIVATE DEVELOPMENT	VEGETATED TREATMENT	1.7 AC±

TREATMENT METHOD	AREA
VEGETATED TREATMENT	7.7 AC±
OIL-GREASE SEPARATOR	2.3 AC±
MEDIA FILTER	21.3 AC±
ON-SITE TREATMENT (PARK)	3.2 AC±
TOTAL PROJECT AREA	34.5 AC±

NOTE:
WATER QUALITY TREATMENT AREAS CORRELATE WITH THE MAP ON SHEET 1.

PIPER TOWERS DESIGNED BY:
CIVIL ENGINEERING ASSOCIATES
777 NORTH FIRST STREET, 5TH FLOOR
SAN JOSE, CA 95112
(408) 287-0246

MILPITAS STATION PROPERTY DESIGNED BY:
BKF
ENGINEERS / SURVEYORS / PLANNERS
980 9TH STREET, SUITE 1770
SACRAMENTO, CA 95814
(916) 556-5800

CITATION PROPERTY DESIGNED BY:
cba
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
6111 BOLLINGER CANYON ROAD, SUITE 150
SAN RAMON, CALIFORNIA 94583
(925) 866-0322
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SAN RAMON • LATHROP

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EXHIBIT 'I'

Date Prepared: 7/10/2009

MILPITAS STORMWATER TREATMENT - INCLUDING SWENSON

MEDIA FILTER TREATMENT METHOD-ALTERNATIVE 1

COMMON MEDIA FILTER COST: $ 300,000 EA

COMMON MEDIA FILTER COST:										
AREA NUMBER		OWNER	USAGE	TREATMENT	C-Value	AREA (ACRES)	CA	%	PORTION OF MEDIA FILTER COST	
1	A	CITATION	PRIVATE DEVELOPMENT	VEGETATED TREATMENT	0.10	5.80	0.58	3.0%	$	8,875.60
	B	CITATION	PRIVATE DEVELOPMENT	VEGETATED TREATMENT	0.10	0.20	0.02	0.1%	$	306.06
2	A	CITATION	PARKING GARAGE	OIL-GREASE SEPARATOR	0.90	0.70	0.63	3.2%	$	9,640.74
	B	CITATION	PARKING GARAGE	OIL-GREASE SEPARATOR	0.90	0.90	0.81	4.1%	$	12,395.24
	C	CITATION	PARKING GARAGE	OIL-GREASE SEPARATOR	0.90	0.70	0.63	3.2%	$	9,640.74
3		CITATION	PRIVATE DEVELOPMENT	COMMON MEDIA FILTER	0.75	4.70	3.53	18.0%	$	53,942.25
4	A	SHARED COST	PUBLIC STREETS	COMMON MEDIA FILTER	0.72	1.29	0.93	4.7%	$	14,213.21
	B	SHARED COST	PUBLIC STREETS	COMMON MEDIA FILTER	0.70	1.89	1.32	6.7%	$	20,245.56
5	A	CITY OF MILPITAS	PUBLIC PARK	PARK	0.10	1.40	0.14	0.7%	$	2,142.39
	B	CITY OF MILPITAS	PUBLIC PARK	PARK	0.10	1.60	0.16	0.8%	$	2,448.44
6	A	MILPITAS STATION	PRIVATE DEVELOPMENT	COMMON MEDIA FILTER	0.77	2.40	1.85	9.4%	$	28,279.51
	B	MILPITAS STATION	PRIVATE DEVELOPMENT	COMMON MEDIA FILTER	0.77	2.30	1.77	9.0%	$	27,101.20
	C	MILPITAS STATION	PRIVATE DEVELOPMENT	COMMON MEDIA FILTER	0.77	2.20	1.69	8.6%	$	25,922.88
	D	MILPITAS STATION	PRIVATE DEVELOPMENT	COMMON MEDIA FILTER	0.77	2.40	1.85	9.4%	$	28,279.51
7	A	MILPITAS STATION	PRIVATE STREETS	COMMON MEDIA FILTER	0.77	0.20	0.15	0.8%	$	2,356.63
	B	MILPITAS STATION	PRIVATE STREETS	COMMON MEDIA FILTER	0.77	0.50	0.39	2.0%	$	5,891.56
8	A	SWENSON	PRIVATE STREETS	COMMON MEDIA FILTER	0.90	0.30	0.27	1.4%	$	4,131.75
	B	SWENSON	PRIVATE DEVELOPMENT	COMMON MEDIA FILTER	0.81	3.35	2.71	13.8%	$	41,524.05
9		SWENSON	PRIVATE DEVELOPMENT	VEGETATED TREATMENT	0.10	1.74	0.17	0.9%	$	2,662.68
						TOTAL AREA: 34.57	CA TOTAL 19.60	TOTAL COST:	$	300,000.00

USING C= 0.1

(FOR CALCULATING FLOW FROM ANY PROPERTY THAT USES TREATMENT OTHER THAN COMMON MEDIA FILTER)

Milpitas Station retains Option Parcel A

MILPITAS STATION TOTAL:	$ 147,581.13	49.19%
CITATION TOTAL:	$ 94,800.63	31.60%
SWENSON TOTAL:	$ 18,568.64	6.19%
CITY OF MILPITAS TOTAL:	$ 4,590.83	1.53%
SHARED COST:	$ 34,458.77	11.49%
MILPITAS STATION 26%	*$ 8,959.28*	
CITATION 44%	*$ 15,161.86*	
SWENSON 30%	*$ 10,337.63*	

		%
MILPITAS STATION TOTAL:	$ 117,831.29	39.27%
CITATION TOTAL:	$ 94,800.63	31.60%
SWENSON TOTAL:	$ 48,318.48	16.11%
CITY OF MILPITAS TOTAL:	$ 4,590.83	1.53%
SHARED COST:	$ 34,458.77	11.49%
MILPITAS STATION 26%	*$ 8,959.28*	
CITATION 44%	*$ 15,161.86*	
SWENSON 30%	*$ 10,337.63*	