

Subdivider: _____

File No. : 100.01.234Private Job Account No.: 2740Improvement Plan No.: 2-1151Tract/Parcel Map No.: 10087

Council Approval Date: _____

Completion Period: _____

Project Name: _____

CITY OF MILPITAS**SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT, executed this ____ day of _____, 20__, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and ORA MURPHY RANCH 285, LLC, a Delaware Limited Liability Company.

(hereafter referred to as "SUBDIVIDER"):

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated Tract No. 10087 Murphy Ranch Townhomes.
- B. Said map shows certain streets and easements which are offered for dedication for public use.

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

1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the Improvement Plan No. 2-1151 consisting of approximately 103 sheets (only 4 sheets for public improvements) and specifications approved by said City Council on _____, including setting survey monuments and identified by Project/Agency Fund Account No. 2740 (hereby referred to and made a part hereof the same as if set forth at length herein), and as set fourth in the conditions of approval for the SUBDIVIDER.
2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him/her in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.
4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.

5. SUBDIVIDER agrees that it will carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to the _____ Developer and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

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

6. All said improvements shall be completed and ready for final inspection by the City Engineer **within 24 months** of the date of execution of this Agreement. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
7. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of three hundred thousand dollars, \$300,000.00, conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.
8. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
9. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of of three hundred thousand dollars, \$300,000.00, inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
10. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
11. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
12. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or

property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.

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

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

or

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

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

15. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 2740 for this purpose with additional deposits as required by CITY.

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

- | | |
|--------------------------------------|---------------------------------|
| a) Plan-check and Inspection Deposit | (PJ2740-13-2500) <u>600,000</u> |
| b) Right-of-Way Reimbursement Fee | (310-3614-XXXX50) <u>n/a</u> |
| c) Improvement Reimbursement Fee | (310-3614-XXXX70) <u>n/a</u> |

d) Other _____ n/a

Sub-total **600,000**

B. Fees to be paid at the time of building permit issuance/final map recordation release, whichever occurs first:

a) Water Connection Fee (285 units @ \$1,164/unit (402-3715) _____ \$331,740.00

b) 2-8" compound potable water meter fee @ \$10,723.23 each (400-3662) \$21,446.46

c) Potable Irrigation Water Meter \$ (400-3662) _____ N/A

d) Water System Capacity Impact Fee (pd by Cerano)(402-3718) _____ N/A
(As of JULY 2011, to be adjusted by ENR at the time of payment)

e) Recycled Water Meter Fee (2-2" RW turbine @ \$1,116.04) (406-3622) \$2,232.08

f) Sanitary Sewer Conn. Fee (285 @ \$1,406/unit) (452-3715) _____ \$400,710.00

g) Sewer Treatment Plant Fee (285 @ \$690/unit) (452-3714) _____ \$196,650.00

h) Sewage Capacity Impact Fee (pd by Cerano) (452-3718) _____ N/A
(As of JULY 2011, to be adjusted by ENR at the time of payment)

i) Main Swage Pumping Station Impact Fee (Cerano)(455-3718) _____ N/A
(As of JULY 2011, to be adjusted by ENR at the time of payment)

j) Sewer Bypass Benefit Fund (HA1320-2500) _____ N/A

k) Storm Drain Connection Fee (pd by Cerano)(340-3711) _____ N/A

l) Parksite Fee (Fee & Automation to be paid to Planning)
Park Dedication In-Lieu Fee (320-3712) _____ \$4,496,192.00

m) Milpitas Business Park Traffic Fee (by Cerano) (100-3718) _____ N/A

n) Montague Expwy Traffic Impact Fee (by Cerano)(100-3718) _____ N/A

Sub-total **\$5,448,970.54**

o) Permit Automation Fee (2.5% of items a to n, \$5,468,961.54) (505-3601) \$136,224.26

Total **\$6,185,194.80**

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

17. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay or shall be refunded the difference between the amount of said costs and expenses in each instance and the amount of said remittance.
18. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that he will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
19. City will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
20. SUBDIVIDER hereby irrevocably offers to convey title of the water mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
21. SUBDIVIDER agrees to comply with all requirements set forth on Exhibit "A" (attached hereto, hereby referred to and made a part hereof).
22. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
23. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
25. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
26. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

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

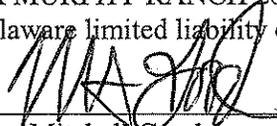
*Signed and Sealed this _____ day of _____, 20__.

CITY OF MILPITAS

SUBDIVIDER:

By: _____
Thomas C. Williams, City Manager

ORA MURPHY RANCH 285, LLC,
a Delaware limited liability company

By:  _____
Name: Mitchell Goodman
Title: Vice President

APPROVED AS TO FORM THIS

_____ day of _____, 20__

By: _____
Michael J. Ogas, City Attorney

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 20__

By: _____
Greg Armendariz, City Engineer

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

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

EXHIBIT "A"

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees prior to Building Permit issuance.
2. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.
3. The Subdivider agrees to execute a petition to annex and establish, with respect to the property, the Special taxes levied by a Community Facility District (CFD) for the purpose of maintaining the public services, upon execution of this Agreement. This item has been complied with Resolution # 7920 (City recrodation 2009-11, 9/8/2009 for CFD 2005-1, annexation 9)
4. The subdivider agrees to pay the City 2.5% Permit Automation Fee for the applicable fees.
5. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.
6. The Subdivider agrees to sign and record an agreement affecting real property related to covenant and restriction of on-site private utilities.

Principal: **ORA Murphy Ranch 285, LLC**
Project Name: **Coyote Creek Townhomes**

Project No. 2740
Bond No. 0570345
Premium: **\$4,500.00**

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Coyote Creek Townhomes, Improvement Plan No. 2-1151, Tract/ Parcel No. 10087

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

NOW, THEREFORE, we the Principal and International Fidelity Insurance Company, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of Three Hundred Thousand and 00/100 ***** 300,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

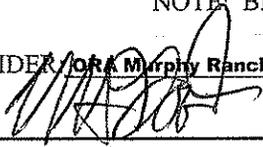
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on December 8, 2011.

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

SUBDIVIDER: ORA Murphy Ranch 285, LLC

SURETY: International Fidelity Insurance Company

BY: 
(write name)

BY: Victoria M Campbell
(write name)

BY: _____
(type name and office)

BY: Victoria M. Campbell, Attorney-in-Fact
(type name and office)

Address of Surety: 233 Wilshire Blvd, Ste. 820
Santa Monica, CA 90401

VERIFICATION

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

Executed at Irvine, California, on the 8 day of December, 2011.

Victoria M Campbell
(Name)

Victoria M. Campbell
(Type Name)

Address: 18101 Von Karman Ave. 6th Floor

Irvine, CA 92612

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 20__.)

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

(Sign)

(Type)

ACKNOWLEDGMENT

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

Form Approved:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 8, 2011 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

[Handwritten Signature]

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DEC 08 2011

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE.

Principal: **ORA Murphy Ranch 285, LLC**
Project Name: **Coyote Creek Townhomes**

Project No. 2740
Bond No. 0570345
Premium included in Performance Bond.

**CITY OF MILPITAS
LABOR AND MATERIALS BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: **Coyote Creek Townhomes, Improvement Plan No. 2-1151, Tract/ Parcel No. 10087**

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

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement in the sum of Three Hundred Thousand and 00/100 Dollars (\$ 300,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

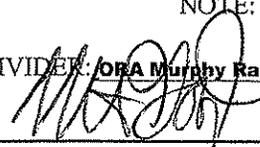
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice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

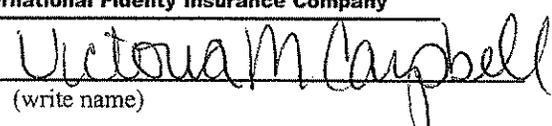
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on December 8, 2011.

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

SUBDIVIDER: ORA Murphy Ranch 285, LLC

SURETY: International Fidelity Insurance Company

BY: 
(write name)

BY: 
(write name)

BY: _____
(type name and office)

BY: Victoria M. Campbell, Attorney-in-Fact
(type name and office)

Address of Surety: 233 Wilshire Blvd. Ste. 820 Santa Monica, CA 90401

VERIFICATION

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

Executed at Irvine, California, on the 8 day of December, 2011.

Victoria M Campbell
(Name)

Victoria M. Campbell
(Type Name)

Address: 18101 Von Karman Ave. 6th Floor
Irvine, CA 92612

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 20__.)

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

(Sign)

(Type)

ACKNOWLEDGMENT

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

Form Approved:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 8, 2011 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

[Signature]

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- TRUSTEE(S) GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DEC 08 2011

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ERIK JOHANSSON, LISA CLARK, KIM E. HEREDIA, VICTORIA M. CAMPBELL

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of **DEC 08 2011**

Assistant Secretary

Principal: **ORA Murphy Ranch 285, LLC**
Project Name: **Coyote Creek Townhomes**

Project No. 2740
Bond No. **0570358**
Premium: \$150.00

**CITY OF MILPITAS
SURVEY MONUMENTATION BOND**

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

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

NOW, THEREFORE, we the Principal and International Fidelity Insurance Company, as surety, are held and firmly bound unto the City of Milpitas, California, and that Engineer or Surveyor, who set said survey monuments in the penal sum of Ten thousand Dollars (\$10,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

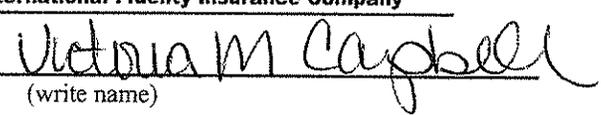
As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on December 8, 2011.

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

SUBDIVIDER: ORA Murphy Ranch 285, LLC
BY: 
(write name)
BY: _____
(type name and office)

SURETY: International Fidelity Insurance Company
BY: 
(write name)
BY: Victoria M. Campbell, Attorney-in-Fact
(type name and office)

Address of Surety: 233 Wilshire Blvd. Ste. 820 Santa Monica, CA 90401

VERIFICATION

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

Executed at Irvine, California, on the 8 day of December, 2011.

Victoria M Campbell
(Name)

Victoria M. Campbell
(Type Name)

Address: 18101 Von Karman Ave. 6th Floor

Irvine, CA 92612

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 20__.)

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

(Sign)

(Type)

ACKNOWLEDGMENT

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

Form Approved:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 8, 2011 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DEC 08 2011

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ERIK JOHANSSON, LISA CLARK, KIM E. HEREDIA, VICTORIA M. CAMPBELL

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____

DEC 08 2011

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 (949) 399-5800 License #0437153 Newport Beach, CA 92660 677808--11-12	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Seabright Insurance Company</td> <td></td> <td>15563</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Seabright Insurance Company		15563	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A : Seabright Insurance Company		15563																			
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED William Lyon Homes, Inc. Attn: Darla Cleveland 4490 Von Kaman Avenue Newport Beach, CA 92660																					

COVERAGES **CERTIFICATE NUMBER:** LOS-001482333-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	BB1113864	07/01/2011	07/01/2012	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Project No. 2740, Coyote Creek, Murphy Ranch, Tract 10087

CERTIFICATE HOLDER

CANCELLATION

City of Milpitas Attn: Jeffrey Leung 455 E. Calaveras Blvd. Milpitas, CA 95035	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services John Graef 
-----------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

12/31/2013

DATE (MM/DD/YYYY)

12/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME: PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Arch Specialty Insurance Company		21199
INSURER B: Ironshore Specialty Insurance Co		25445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES WILLY02 OA **CERTIFICATE NUMBER:** 11572737 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	72HBL8000400	12/31/2010	12/31/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	71CAB8000500	12/31/2010	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	N	N	000895600	12/31/2010	12/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER **CANCELLATION** See Attachments

11572737 City of Milpitas Attn: Jeffery Leung 455 E. Calaveras Blvd. Milpitas CA 95035	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

\$25,000,000 2nd Excess Layer; Policy No. 201110F146040-1; 12/31/2010-12/31/2013 - SCOR Group

\$15,000,000 3rd Excess Layer; Policy No. 0306-2504;12/31/2010-12/31/2013 - Allied World National Assurance Company

\$25,000,000 4th Excess Layer; Policy No. 006761891; 12/31/2010-12/31/2013 - Lexington Insurance Copmany

\$25,000,000 5th Excess Layer; Policy No. K0A1VQ410A0C; 12/31/2010-12/31/2013 - Aspen Insurance UK Limited

\$25,000,000 6th Excess Layer; Policy No. 62785350; 12/31/2010-12/31/2013 - Lexington Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUILDERS PERFORMANCE LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ORGANIZATION WHO REQUIRES THAT YOU ADD THEM AS ADDITIONAL PERSONS IN A SPECIFIC WRITTEN CONTRACT	All operations of the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH SPECIALTY INSURANCE COMPANY
Endorsement Number:
Policy Number: 72HBL8000400
Named Insured: William Lyon Homes, Inc.
Endorsement Effective Date: 12/31/2010

00 ML0207 00 11 03

Page 1 of 1

Control No. 2012 -

Recording requested by
And When recorded mail to:

**City of Milpitas
455 East Calaveras Blvd
Milpitas CA 95035
Attn: Land Development Engineer**

Record without fee under
Section 6103 Government Code
State of California

**Covenant and Permit for Encroachment
Upon
Public Right of Way**

This authorization ("Permit") is entered into between the City of Milpitas, a municipal corporation ("City") and ORA Murphy Ranch 285, LLC, a Delaware Limited Liability Company ("Permittee").

RECITALS

- A. Permittee has requested permission from the City to enter upon, utilize, construct improvements within and adjacent to certain portions of the City's right of way at Cerano Park, parcel/lot A of deed recorded, instrument # 20712597 and City right of way along Murphy Ranch Road, recorded on book of maps 837, page 1 to 7, ("Encroachment Area"), as shown on Exhibit "A".
- B. Permittee's utilization of the Encroachment Area will be undertaken for the benefit of the Permittee's property (the "Benefitted Property") as shown on Exhibit "A" as lot 2 of Tract 10019 (to be further subdivided as Tract 10087).
- C. Permittee desires to enter upon the Encroachment Area in order to construct, install, maintain and replace certain surface improvements ("the Improvements"), described with greater particularity and as shown in Exhibit "A" and improvement plans 2-1151. Those improvements are electrical vault and reduced pressure backflow assembly to be located at the City's right of way for the Permittee. In addition the sewer laterals and storm drain laterals (up to storm drain manhole 61 on sheet 11 and existing manhole on sheet 15 of plans 2-1151) within Murphy Ranch Road serving the Benefitted Property is the responsibility of the Permittee.
- D. Exhibits A is hereby incorporated herein by this reference as though fully set forth at length.

- E. The purpose of this Permit is to document the City's authorization of the Permittee's encroachment onto the City's right of way, describe the terms and conditions governing such encroachment, and to set forth the Permittee's covenants to perform certain obligations and to be subject to certain restrictions, as set forth in this Permit.

The parties therefore agree as follows:

PERMIT PROVISIONS

1. City's Title. By acceptance of the benefits hereunder, Permittee acknowledges the City's title to and interest in the real property of which the Encroachment Area is a part and waives any right to contest the validity of such title or interest.
2. Covenant Running With the Land. The obligations set forth herein shall constitute covenants that shall run with the land and be binding upon and inure to the benefit of the future owners, encumbrances, successors, heirs, personal representatives, transferees, and assigns of owners of the Benefitted Property.
3. No Easement Granted. By accepting the benefits herein, Permittee acknowledges that whatever rights and obligations are possessed by the City with respect to the public right of way within which the Encroachment Area is located shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to encroach.
4. Term. The term of this Permit is indefinite and may be revoked by the City or abandoned by Permittee at any time.
5. No Right to Exclude. The Encroachment Area is an area in a public right of way and shall be accessible by members of the public for the entire term of this Permit.
6. Existing Utilities. Installation of the improvements shall not interfere with existing utilities within the Encroachment Area. If such interference is unavoidable, Permittee shall be solely responsible for obtaining permission from the providers of such utilities, coordinating its construction activities with such utility providers and satisfaction of any expenses resulting from such interference.
7. Maintenance, Removal or Relocation of Improvements. Permittee acknowledges that the Encroachment Area is or may be the site of future public improvements and utilities. All rights of use as described herein may be terminated, interrupted or modified upon 90 days prior notice by the City to the Permittee. Such notice shall provide a description of the intended City activities in the Encroachment Area. Upon such notice, Permittee shall, within the time prescribed by the City, remove or relocate all improvements placed, constructed or maintained by Permittee within the affected portions of the Encroachment Area. All Improvements or obstructions that are not removed by the Permittee after notice shall constitute a nuisance and may be abated pursuant to all remedies available under California law, including but not limited to the remedies set forth in this Permit. If Permittee fails to comply with such modification notice within the time prescribed, the City may remove

and destroy the Improvements without reimbursement to Permittee, its successors and assigns, and the cost of such removal shall be paid by Permittee, its successors and assigns, to the City and shall constitute a debt owing to the City. So long as the Permit remains in effect, Permittee shall be solely responsible for maintenance of the Improvements.

- a. Notwithstanding the foregoing, the City and its assigns, agents, employees and contractors shall have the right to immediately enter the Encroachment Area and remove, relocate, alter, or otherwise demolish the Improvements without notice to the Permittee in the event of any emergency or immediate threat to human health, safety, or property, as determined by the City. In such situations, the City shall have no obligation to reimburse or replace affected Improvements. By accepting this Permit, the Permittee releases and waives any and all liability, claims or demands the Permittee may have against the City and its assigns, agents, employees and contractors for entry and work within the Encroachment Area.
- b. Notwithstanding the foregoing, the City acknowledges that the Improvements shown in Exhibits A is an infrastructure needed for the Benefitted Property.

8. Access Rights. The City grants Permittee the non-exclusive right to enter upon the Encroachment Area in order to construct, install, maintain, replace, repair and use the Improvements.

9. Construction Standards. Construction of the Improvements shall conform in all respects to the standards and requirements of the City and shall be subject to the City's normal inspection and approval procedures.

10. Indemnity/Hold Harmless. Permittee hereby agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, officers, agents and employees, from any and all liability, claims or damages for personal injury or death as well as for property damage, which may arise as a result of the construction, maintenance, use, repair or presence of the Improvements installed hereunder and/or the Permittee's use, presence or access rights to the Encroachment Area, whether due to acts or omissions of Permittee or any subcontractor, agent, employee or other persons or entities directly or indirectly employed by or acting as agent or under the direction of Permittee. In the event of any such liability, claims or damages, Permittee will defend the City, its agents and employees, with counsel chosen by the City. The parties acknowledge that this indemnity provision is a material inducement for the City to grant this authorization and that the City would not grant this authorization without these indemnity provisions.

11. Termination/Revocation. This Permit is revocable and subject to termination by the City at any time upon determination by the City Engineer that Permittee, its successors or assigns, is in violation of the Permit conditions and obligations set forth herein. By acceptance hereof, Permittee waives any claim,

loss, damage action against the City resulting from the termination or revocation of this Permit or removal of the Improvements by the City as permitted herein.

12. Attorney's Fees. In the event of legal action between the parties with respect to this authorization, the party prevailing in such action will be entitled, in addition to such other relief as may be granted, to a reasonable sum as its attorney's fees and costs.

13. Compliance with other Conditions. Permittee acknowledges that the authorization contained herein is in addition to and not in lieu of any other permits, inspections or approvals which Permittee may need to obtain from the City, from other utility providers or property owners with respect to its construction of the improvements and that Permittee must comply with all additional conditions imposed by the City with respect to construction of the improvements.

14. Encroachment Authorization. Based upon the terms and provisions in this Agreement, the City hereby authorizes encroachment by Permittee upon the Encroachment Area.

15. Successors and Assigns of Benefitted Property. This Permit will bind and inure to the benefit of the parties, the respective heirs, successors and assigns. This authorization is intended to run with the Benefitted Property as a covenant running with the land and the obligations of Permittee described herein will constitute continuing obligations of all persons or entities succeeding to Permittee's ownership interest in the Benefitted Property. The obligations of any record owner of the Benefitted Property under this Permit shall terminate upon conveyance of title to the Benefitted Property. All successors to the ownership interest(s) to the Benefitted Property shall constitute the "Permittee" for purposes of this Permit.

16. Notices. All notices or other communications required or provided to be given by either party shall be in writing and shall be hand delivered, delivered by courier, or sent via facsimile transmission or by United States first class (or registered or certified) mail, postage prepaid, and shall be effective when hand delivered or delivered by courier or facsimile transmission, or when deposited in the mail as provided above and addressed, to the parties. All notices to the City shall be sent to the address below, unless City administrative functions are transferred to a new location of record:

City Engineer
Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035

All notices to the Permittee shall be sent to the listed name and address of the record owner(s) of the Benefitted Property listed in the records of the County recorder of the County of Santa Clara. The provision of notice pursuant to the procedures in this section to the listed record owner(s) of the Benefitted Property

shall constitute City compliance with the notice requirements of the City set forth in this Permit.

17. Lien Powers. Permittee agrees and acknowledges that any costs incurred by the City to remedy any violations of this Permit and the covenanted obligations set forth herein shall constitute a lien on the Benefitted Property. Upon 30-day notice, and an opportunity to respond, the City may add to the tax bill of the Benefitted Property any past-due financial obligation owing to the City by way of the covenants set forth in this Permit.

18. Insurance. The Permittee shall maintain a policy of liability insurance in an amount satisfactory to the City in order to protect the City from any potential claims which may arise from the encroachment.

19. Recording. This Permit must first be signed by the Permittee, notarized, executed by the City and recorded by the Permittee with the County Recorder of the County of Santa Clara on the Benefitted Property after final map recordation and prior to issuance of building permits for the residential production structures of the Permittee. The recording fee shall be paid by Permittee.

Executed on this _____ day of _____, 20_____, at Milpitas, California.

PERMITTEE:

ORA MURPHY RANCH 285, LLC, a Delaware limited liability company

BY: _____

Mitchell Goodman, Vice President

Address for Notices:

4000 Executive Parkway, Suite 250

San Ramon, CA 94583

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

Date: _____

By _____
Thomas C. Williams, City Manager

Attest:

Mary Lavelle, City Clerk

Approved as to form:

Michael J. Ogas, City Attorney

Recommended by:

Greg Armendariz, Public Works Director

ALL PURPOSE ACKNOWLEDGMENT

State of California)
) s.s.
County of _____)

On _____, before me,
_____, personally appeared

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

WITNESS my hand and official seal. (SEAL)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER:

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

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

Signer is representing: _____

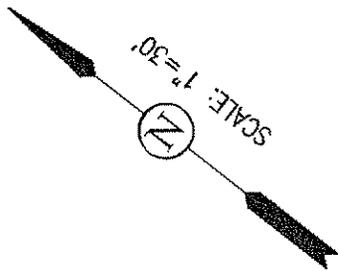
ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____
Number of pages: _____ Date of document: _____
Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

Exhibit "A"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N49°33'21"E	20.18'
L2	S84°03'36"E	20.64'
L3	S49°33'21"W	8.29'
L4	N84°03'36"W	5.60'
L5	S49°33'21"W	22.28'
L6	N40°26'39"W	10.90'

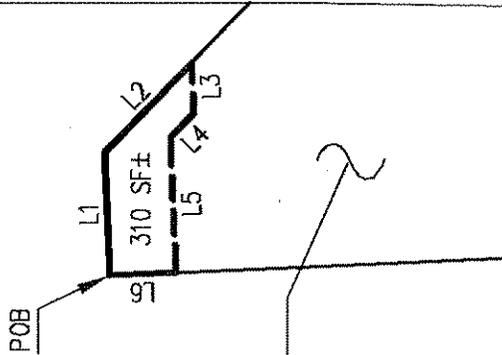


LOT 2
TRACT 10019
837 M 1

LOT A
TRACT 10019
837 M 1

MURPHY RANCH ROAD

SANDISK DRIVE



SHEET 1 OF 1

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC SERVICE AND UTILITY EASEMENT (PSUE)**

LOT A (837 M 1)
MILPITAS, CALIFORNIA
NOVEMBER 22, 2011

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CA 94583

TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

Control No. 200 _____ - _____

Recording Requested by
and when Recorded, return to:

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479
Attn: City Clerk

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

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

Document Transfer Tax is \$ 0

() Computed on full value of property conveyed

() Computed on full value less value of liens and encumbrances remaining

City transfer tax is \$ 0

APN: 086-29-049 & 086-29-050

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 20____, by and between ORA Murphy Ranch 285, LLC, a Delaware Limited Liability Company, (hereinafter referred to as "Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

WHEREAS, the Permanent Stormwater Pollution Prevention Measures installed (hereinafter referred to as "BMPs" (Best Management Practices)) must be maintained for the development called, Coyote Creek, located at 601 Murphy Ranch Road, Milpitas, Santa Clara County, State of California and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "property"); and

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached as Exhibit A; and

WHEREAS, the City's Stormwater and Urban Runoff Pollution Control Ordinance requires proper operation and maintenance of the BMPs constructed on this property; and,

WHEREAS, the development conditions of approval require that BMPs, as shown on the approved Stormwater Control Plan be constructed and properly operated and maintained by the Property Owner; and

WHEREAS, the City has approved the Stormwater Control Operation and Maintenance Plan prepared by Carlson, Barbee & Gibson, Inc. on the _____ day of _____, as this Plan may be subsequently modified from time to time with City's approval; and

WHEREAS, the Stormwater Control Operation and Maintenance Plan includes an annual inspection checklist for the BMPs constructed on this property, and

WHEREAS, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Plans.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner will make available copies of the approved Stormwater Control Plan and approved Stormwater Control Operation and Maintenance Plan (hereinafter the "Plans") at the site with the facility or property manager and must maintain the BMPs in good working condition acceptable to the City for the life of the project, and in compliance with the Ordinance and the approved Plans.

SECTION 2

Inspection by Property Owner: The Property Owner, at its own expense, shall conduct annual inspections during the month of September or October of each year. The annual inspection report shall include completion of the checklist described in the approved Stormwater Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner must submit the Inspection Report on these BMPs to the City Engineer within 30 days after each inspection. The Annual Inspection Report submitted shall be accompanied by a nonrefundable processing fee per the City's standard fee schedule.

SECTION 3

Facility Inspection by the City: The Property Owner grants permission to the City, its authorized agents and employees, to enter the property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the City's Stormwater and Urban Runoff Pollution Control Ordinance. The City may enter the premises at any reasonable time to inspect the premises and BMP operation, to inspect and copy records related to storm water compliance, and to collect samples and take measurements. Whenever possible, the City will provide notice prior to entry. The Property Owner shall pay for all staff time and maintain a Private Job Account with a minimum balance of \$2,000 for inspection by City Staff.

SECTION 4

Failure to Perform Required Facility Repairs or Maintenance by the Property Owner: If the Property Owner, or its successors fail to maintain the BMPs in good working order and in accordance with the approved Plans and the City's Ordinance, the City, with prior notice, may enter the property to return the BMPs to good working order. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the BMPs to good working order, the Property Owner shall

reimburse the City for all the costs incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owners fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owner in the amount of such costs. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owner.

SECTION 5

Successors and Assigns: This Agreement applies to the Property Owner and its successors. This agreement runs with the land and imposes a continuing obligation on anyone who owns the property. Upon transfer of the property, the Property Owner shall provide the new owner with the current Plans.

SECTION 6

Indemnity: The Property Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the BMPs by the Property Owner, or from any personal injury or property damage that may result from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its own expense. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

PROPERTY OWNER'S NAME:

ORA MURPHY RANCH 285, LLC, a Delaware limited liability company

BY: _____

Mitchell Goodman, Vice President

Address for Notices:

4000 Executive Parkway, Suite 250

San Ramon, CA 94583

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

By: _____

City Engineer as to content

By: _____

City Attorney as to form

By: _____

City Manager

EXHIBIT A
Legal description

REAL PROPERTY SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Tract 10019, lot 2 filed May 6, 2010, in Map Book 837, Pages 1-8, inclusive, Santa Clara County Records, to be further subdivided as Tract 10087.

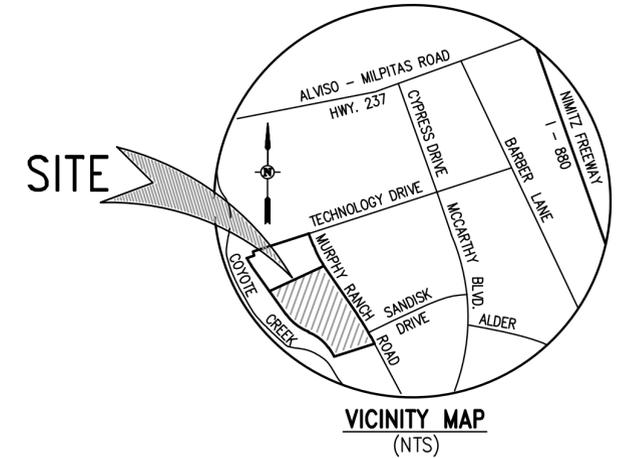
**TRACT 10087
COYOTE CREEK TOWNHOMES
FOR CONDOMINIUM PURPOSES**

BEING A SUBDIVISION OF LOT 2 OF TRACT 10019, FILED IN
BOOK 837 OF MAPS AT PAGES 1 THROUGH 8

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

CARLSON, BARBEE & GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON CALIFORNIA

FEBRUARY 2012



OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

WE HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS AN EASEMENT FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. EASEMENT "A" FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
2. EASEMENTS "B" FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
3. EASEMENTS "C", AND "D" FOR PEDESTRIAN ACCESS PURPOSES (PAE).

THE ABOVE MENTIONED EASEMENTS (PSUE, EAE & PAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

THE UNDERSIGNED HEREBY DECLARES THAT ALL OF THE PRIVATE STREETS ARE ESTABLISHED AS ACCESS WAYS FOR THE BENEFIT OF ALL THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENCES, VISITORS AND TENANTS, BUT ARE NOT OFFERED FOR DEDICATION FOR PUBLIC USE. MAINTENANCE OF SAID PRIVATE STREETS IS TO BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION OF TRACT 10087, ALL IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS GOVERNING THIS PROJECT. THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

OWNER:
ORA MURPHY RANCH 285, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT CERTIFICATE (OWNER'S)

STATE OF _____)
COUNTY OF _____)

ON _____, 2012, BEFORE ME, _____, A 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 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:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

I CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN JULY 2011 AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ORA MURPHY RANCH 285, LLC IN JUNE 2011 AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IT IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE MONUMENTS WILL OCCUPY THE POSITIONS INDICATED BY DECEMBER 2013, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____

CHRISTOPHER S. HARMISON P.L.S.
P.L.S. NO. 7176



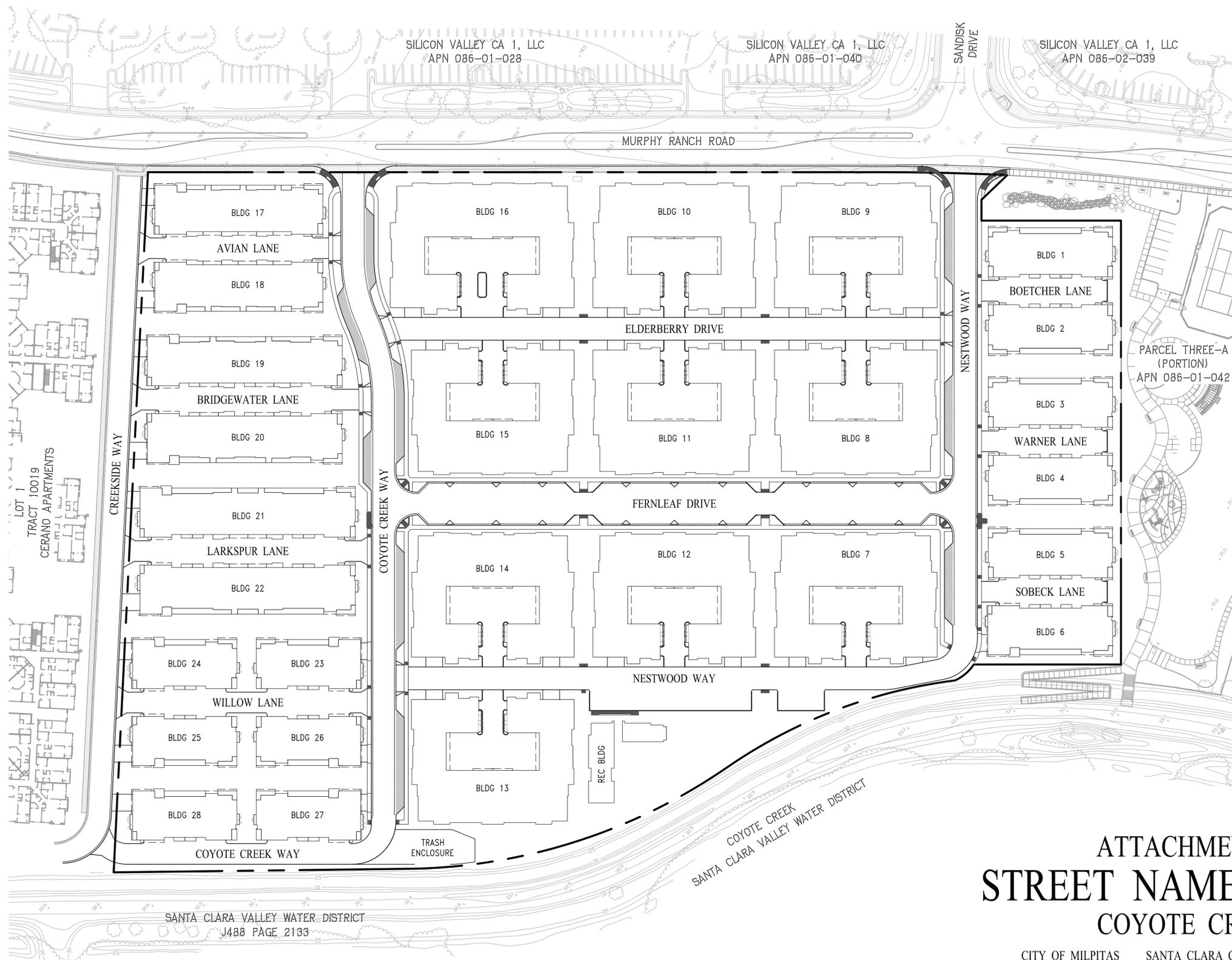
RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20__ AT _____ IN BOOK OF
MAPS _____, AT PAGES _____, SERIES NUMBERS _____
AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY

FEE _____

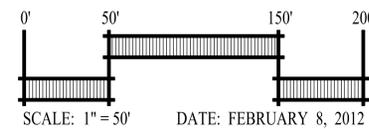
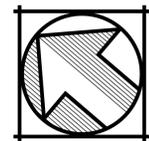
REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER

BY: _____
DEPUTY



ATTACHMENT 5 STREET NAME EXHIBIT COYOTE CREEK

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA



cbg	Carlson, Barbee & Gibson, Inc. CIVIL ENGINEERS • SURVEYORS • PLANNERS
	6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583

(925) 866-0322
FAX (925) 866-0575

Milpitas Veteran Signs

Various streets in the City of Milpitas are named after U.S. Veterans whom served or sacrificed themselves to protect the freedoms that we and other people around the world enjoy every day. To more appropriately honor those veterans the City has replaced all the street name signs on streets named after veterans with a special Veteran Street Name.

Sample Milpitas Veteran Street Name Sign:

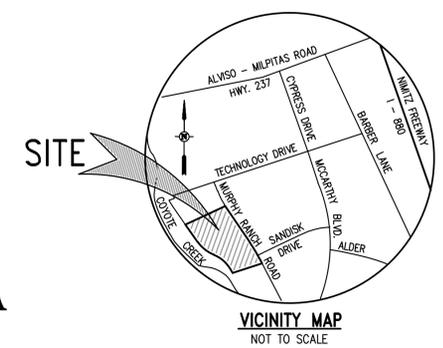


Milpitas Streets named after U.S. Veterans include:

Street Name	Service Branch	Service Period	Veteran Name
Guerrero Ct	Army	WWII	Tony Guerrero
Heflin St	Marines	Vietnam	N/A
Horcajo Cr	Marines	Vietnam	Robert A Horcajo
Horcajo St	Marines	Vietnam	Robert A Horcajo
Kizer St	N/A	N/A	N/A
Matthews Ct	Army	Vietnam	James N Matthews
Mattos Dr	Army	WWII	Manuel Mattos
Pashote Ct	Amry	WWI	John E Pashote
Perry St	Army	WWII	Herman Perry
Printy Av	Navy	N/A	N/A
Rivera St	Army	Vietnam	N/A
Rodriguez Av	Army	WWII	William Rodriguez
Rose Dr	Army	WWI	Manuel R & Joseph L Rose
Tice Dr	Marines	Vietnam	Gary D Tice
Traughber St	Navy	N/A	Raymond L Traughber
Torres Av	Marines	Post-Korea	Salvador Torres
Vargas Ct	Army	WWII	Albert Vargas
Approved Veteran Street Names (Alphabetical Order) – Assigned or Pending Assignment			
Belshaw Dr			Confirm Veteran (Shappell)
Costa St			Confirm Veteran (Aspen Family Development)
Diaz St			Confirm Veteran (Aspen Family Development)
Doonewey St	Army	Iraq	Doonewey White (Alexan Development)
Ede Pl			Confirm Veteran (Paragon Development)
Gerald Cr-Wy	Navy	WWII	Gerald Ferreira
Mihalakis St	Army	Iraq	Michael G. Mihalakis (Aspen Family Development)
Pimentel Ln	Army	WWII (Manuel) Navy (Louis)	Manuel Pimentel & Louis R Pimentel (Revised from Sinclair Renaissance Development to Los Coches Robson Homes Project)
Shaughnessy Dr			Confirm Veteran (Shappell)
Snell Pl			Confirm Veteran (Paragon Development)

Burdett Wy	Navy	WWII & Korea	Los Coches Robson Homes Project
Cestarc Dr	Air Force	Vietnam	Los Coches Robson Homes Project
Donahe Dr	Army	Vietnam	Los Coches Robson Homes Project
Donahe Pl	Army	Vietnam	Los Coches Robson Homes Project
Duarte Ct	Army	WWII	Los Coches Robson Homes Project
Enriquez Ct	Navy	Vietnam	Los Coches Robson Homes Project
Falcato Dr	Army	WWII	Los Coches Robson Homes Project
Ferreira Ct	Army	WWII	Los Coches Robson Homes Project
Garcia Ct	Army	WWII	Los Coches Robson Homes Project
Cardoza Lane			<i>Confirmed Veteran</i> <i>Sinclair Renaissance</i>
Warner Lane			<i>Confirm Veteran</i> Coyote Creek-Lyons Homes
Boetcher Lane		Vietnam	<i>Confirm Veteran</i> Coyote Creek-Lyons Homes
Sobeck Lane	Navy		Coyote Creek-Lyons Homes

TRACT 10087 COYOTE CREEK IMPROVEMENT PLANS CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA



GENERAL NOTES:

1. OWNER/DEVELOPER: WILLIAM LYON HOMES, INC.
4000 EXECUTIVE PARKWAY, SUITE 250
SAN RAMON, CA 94583
(925) 543-5500
TIM COTTON
2. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
6111 BOLLINGER CANYON ROAD, SUITE 150
SAN RAMON, CA 94583
(925) 866-0322
JASON NERI, RCE 59136
3. SOILS ENGINEER: RMA GROUP OF NORTHERN CALIFORNIA
257 WRIGHT BROTHERS AVENUE
LIVERMORE, CA 94551
(925) 243-6662
SIMON MAKDESSI
4. BENCHMARK: A BRASS DISK IN MONUMENT WELL AT INTERSECTION
OF BELLEW DRIVE AND MCCARTHY BOULEVARD.
ELEVATION = 19.016 (NGVD 29)
5. THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED
HEREIN.
6. UNLESS OTHERWISE NOTED, ALL WORK AND MATERIALS SHALL COMPLY WITH STANDARD SPECIFICATIONS,
CONSTRUCTION DETAILS, AND STANDARD DRAWINGS (LISTED ON SHEET 4) OF THE CITY OF MILPITAS
AVAILABLE IN THE CITY ENGINEER'S OFFICE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN
PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES
AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE
NATIONAL, STATE AND LOCAL LAWS.
7. PLANS USED FOR CONSTRUCTION OF PUBLIC FACILITIES PURPOSES MUST BE SIGNED BY THE CITY
ENGINEER OR HIS REPRESENTATIVE. ANY SUBSEQUENT CHANGES SHALL BE APPROVED BY THE CITY
ENGINEER OR HIS REPRESENTATIVE PRIOR TO THEIR CONSTRUCTION. COUNTY SURVEYOR PURSUANT TO THE
BUSINESS AND PROFESSIONS CODE SECTION 8771.
8. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION
PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE
RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT,
INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO
APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION
CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND DESIGN CIVIL ENGINEER
HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF
WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CIVIL ENGINEER.
9. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS,
AMBULANCE, POLICE, AND FIRE DEPARTMENTS, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF
UTILITIES IN THE VICINITY OF THE JOB SITE.
10. DURING CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR SAFE
TRAFFIC CONTROL IN AND AROUND THE SITE, TO PROTECT THE GENERAL PUBLIC, AND TO PREVENT
UNCONTROLLED ACCESS TO THE SITE AT ALL TIMES. THIS MAY INCLUDE BUT NOT BE LIMITED TO SIGNS,
FLASHING LIGHTS, BARRICADES AND FLAG PERSONS.
11. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT
SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT CARLSON,
BARBEE & GIBSON, INC. AT (925) 866-0322 FOR SUCH FURTHER EXPLANATIONS AS MAY BE
NECESSARY.
12. CONTRACTOR SHALL PROVIDE PROPER SHORING IN ALL TRENCHES DEEPER THAN FIVE (5) FEET. ANY
DAMAGE RESULTING FROM LACK OF SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE
CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS.
13. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION
SAFETY ORDER.
14. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL
SAFETY PERTAINING TO "CONFINED SPACES". ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH
COULD CONTAIN AIR), THAT IS NOT READILY VENTILATED, MAY BE CONSIDERED A "CONFINED SPACE".
15. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS OF WAY SHALL BE
OBTAINED BY THE CONTRACTOR.
16. ALL PUBLIC UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE
COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER.
17. THE CONTRACTOR SHALL CALL CITY OF MILPITAS PUBLIC WORKS FACILITIES INSPECTION AT (408)
586-2884 TO SCHEDULE INSPECTIONS, 48 HOURS PRIOR TO START OF CONSTRUCTION.
18. PRIOR TO COMMENCEMENT OF ANY WORK ON ADJACENT PROPERTY, THE OWNER SHALL OBTAIN WRITTEN
PERMISSION FROM AFFECTED PROPERTY OWNERS.
19. EXISTING CURB, GUTTER AND SIDEWALK THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH THEY WERE
NOT TO BE REMOVED, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR
20. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL GRADE OF CONCRETE. THE CONTRACTOR SHALL
BE RESPONSIBLE FOR FINAL GRADE OF CONCRETE.
21. THE OWNER'S CIVIL ENGINEER WILL PROVIDE CONSTRUCTION STAKES. THE NUMBER AND LOCATION OF
STAKES REQUIRED SHALL BE DETERMINED BEFORE THE CONSTRUCTION BEGINS. ALL STAKING REQUESTS
SHOULD BE DIRECTED TO THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO ACTUAL NEED. ANY
ADDITIONAL STAKING OR RESTAKING WILL ONLY BE DONE AS DIRECTED AND AUTHORIZED BY THE OWNER
OR HIS AUTHORIZED AGENT.
22. ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.

SHEET INDEX

23.	OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) FOR UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION. PHONE 1-800-227-2600. NEITHER THE OWNER NOR THE CIVIL ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
24.	THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION AND OR PERPETUATION OF ALL EXISTING MONUMENTS AND STAKES WITHIN THE CONTRACTOR'S AREA OF WORK. THE CONTRACTOR SHALL NOT DISTURB OR REMOVE ANY MONUMENTS OR STAKES WITHOUT THE PERMISSION OF THE CITY ENGINEER, AND HE SHALL BEAR THE EXPENSE OF RESETTING ANY MONUMENTS OR STAKES WHICH MAY BE DISTURBED OR REMOVED WITH OR WITHOUT PERMISSION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO THE CITY ENGINEER PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS OR STAKES. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A CALIFORNIA LICENSED LAND SURVEYOR TO RESET ALL DISTURBED OR REMOVED MONUMENTS AND STAKES OR PROVIDE WITNESS MONUMENTS, AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS CODE SECTION 8771.
25.	ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
26.	ALL GRADED SLOPES ARE MAXIMUM TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL.
27.	ALL GRADING SHALL COMPLY WITH CITY OF MILPITAS GRADING ORDINANCE, THIS PLAN, AND THE SOILS REPORT PREPARED BY RMA GROUP OF NORTHERN CALIFORNIA DATED JULY 21, 2010 AND ALL SUBSEQUENT ADDENDUMS.
28.	UPON COMPLETION OF ROUGH GRADING, ACTUAL THICKNESS (STRUCTURAL SECTION) OF THE BASE MATERIAL AND AC PAVEMENT SHALL BE DETERMINED BASED ON THE RESULTS OF R-VALUES, SAND EQUIVALENTS LABORATORY TESTING. GEOTECHNICAL/SOIL ENGINEER SHALL RECOMMEND THE STRUCTURAL SECTIONS OF STREETS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
29.	WHERE PAVEMENT IS TO BE EXTENDED, EXISTING IMPROVEMENT ENDS MUST BE SAW-CUT. A.C. OR P.C.C. PAVEMENT REMOVED MUST BE SAW-CUT OR REMOVED TO AN EXPANSION JOINT.
30.	THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF PUBLIC IMPROVEMENTS/ FACILITIES DAMAGED BY HIS OPERATIONS INCLUDING BUT NOT LIMITED TO MONUMENTS, BENCHMARKS, STREET PAVEMENT, PAVEMENT MARKINGS, TRAFFIC STRIPING AND SIGNAGE, TRAFFIC LOOPS, FIBER OPTIC, ETC.
31.	PROJECT GRADING AND CONSTRUCTION ACTIVITIES SHALL NOT OCCUR OUTSIDE THE HOURS OF 7:00 A.M. TO 7:00 P.M. ON WEEKDAYS AND WEEKENDS, AND SHALL NOT OCCUR ON THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, INCLUDING THE DAY AFTER (NOVEMBER 25), CHRISTMAS DAY, MARTIN LUTHER KING JR'S BIRTHDAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, AND VETERAN'S DAY, AS PER THE CITY OF MILPITAS NOISE ORDINANCE.
32.	TRAFFIC SPEEDS ON ALL UNPAVED AREAS SHALL BE LIMITED TO 15mph.
33.	A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT (NPDES CONSTRUCTION PERMIT) IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY RELATED TO THIS SITE AND SHALL BE OBTAINED BY THE OWNER AND/OR OWNER'S CONTRACTOR AS APPROPRIATE. ANY DISCHARGE (DURING CONSTRUCTION) OF GROUNDWATER INTO THE DOWNSTREAM STORM SYSTEM MUST BE UNCONTAMINATED. THE CONTRACTOR SHALL MAKE THIS DETERMINATION PRIOR TO ANY DISCHARGE.
34.	IF ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100' OF THIS AREA SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGIST (SCA) OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGIST (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.

SCOPE OF WORK:

1. "COYOTE CREEK IMPROVEMENT PLANS" ARE FOR THE CONSTRUCTION OF THE:
 - A. PRIVATE SANITARY SEWER SYSTEM
 - B. PRIVATE STORM DRAINAGE SYSTEM
 - C. PRIVATE DOMESTIC WATER SYSTEM (COMBINED DOMESTIC, FIRE AND IRRIGATION)
 - D. ALL PRIVATE ROAD IMPROVEMENTS
 - E. ALL PRIVATE LANDSCAPE IMPROVEMENTS
 - F. ALL PRIVATE JOINT TRENCH IMPROVEMENTS
 - G. STREET LIGHTING
2. ALL OTHER IMPROVEMENTS BEING SHOWN IN THIS PLAN SET ARE FOR REFERENCE ONLY. THESE PLANS EXCLUDE CONSTRUCTION OF:
 - A. ALL PUBLIC ROAD IMPROVEMENTS AND UTILITIES WITHIN THE RIGHT OF WAY OF MURPHY RANCH ROAD. ENGINEERING APPROVAL IS NEEDED FOR SHEETS 1, 2, 2A, 3B, 4, 5, 11, 15, 32, 33 AND 47.
 3. FIRE PROTECTION WATER LINES ARE SHOWN FOR REFERENCE. SEPARATE AND INDEPENDENT SUBMITTALS TO THE FIRE DEPARTMENT SHALL BE DONE FOR REVIEW AND APPROVAL.

SHEET INDEX

1	1 OF 107	CIVIL	L-0	49 OF 107	LANDSCAPE
2	2 OF 107	TITLE, NOTES, SHEET INDEX & VICINITY MAP	L-1	50 OF 107	COVER SHEET
2A	2A OF 107	NOTES, LOTTING DIAGRAM & MAINTENANCE CHART	L-2	51 OF 107	NOTES
3	3 OF 107	CONDITIONS OF APPROVAL	L-3	52 OF 107	CONSTRUCTION CALLOUT PLAN
3A	3A OF 107	INDEX SHEET	L-4	53 OF 107	CONSTRUCTION CALLOUT PLAN
3B	3B OF 107	INDEX SHEET - FINE GRADE	L-5	54 OF 107	CONSTRUCTION CALLOUT PLAN
3C	3C OF 107	SITE ACCESSIBILITY PLAN	L-6	55 OF 107	CONSTRUCTION CALLOUT PLAN
4	4 OF 107	FIRE TRUCK ACCESS	L-7	56 OF 107	LAYOUT PLAN
5	5 OF 107	OVERALL SYSTEMS MAP	L-8	57 OF 107	LAYOUT PLAN
6	6 OF 107	SECTIONS AND DETAILS	L-9	58 OF 107	LAYOUT PLAN
7	7 OF 107	DETAILS	L-10	59 OF 107	LAYOUT PLAN
8	8 OF 107	DETAILS	L-11	60 OF 107	LAYOUT PLAN
9	9 OF 107	C.3 MEDIA FILTRATION DETAILS	L-12	61 OF 107	TREE PLAN
10	10 OF 107	COYOTE CREEK WAY (1+00 - 3+50)	L-13	62 OF 107	TREE PLAN
11	11 OF 107	COYOTE CREEK WAY (3+50 - 8+00)	L-14	63 OF 107	TREE PLAN
12	12 OF 107	COYOTE CREEK WAY (8+00 - 10+69.79)	L-15	64 OF 107	TREE PLAN
13	13 OF 107	NESTWOOD WAY (1+00 - 4+00)	L-16	65 OF 107	TREE PLAN
14	14 OF 107	NESTWOOD WAY (4+00 - 7+00)	L-17	66 OF 107	SHRUB PLAN
15	15 OF 107	NESTWOOD WAY (7+00 - 10+00)	L-18	67 OF 107	SHRUB PLAN
16	16 OF 107	NESTWOOD WAY (10+00 - 11+63.33)	L-19	68 OF 107	SHRUB PLAN
17	17 OF 107	ELDERBERRY DRIVE (1+00 - 4+50)	L-20	69 OF 107	SHRUB PLAN
18	18 OF 107	ELDERBERRY DRIVE (4+50 - 6+77.92)	L-21	70 OF 107	SHRUB PLAN
19	19 OF 107	FERNLEAF DRIVE (1+00 - 4+00)	L-22	71 OF 107	IRRIGATION SHRUB & GROUND COVER PLAN
20	20 OF 107	FERNLEAF DRIVE (4+00 - 6+65)	L-23	72 OF 107	IRRIGATION SHRUB & GROUND COVER PLAN
21	21 OF 107	CREEKSIDE WAY (9+00 - 12+50)	L-24	73 OF 107	IRRIGATION SHRUB & GROUND COVER PLAN
22	22 OF 107	CREEKSIDE WAY (12+50 - 16+11.90)	L-25	74 OF 107	IRRIGATION SHRUB & GROUND COVER PLAN
23	23 OF 107	BOETCHER LANE & WARNER LANE	L-26	75 OF 107	IRRIGATION SHRUB & GROUND COVER PLAN
24	24 OF 107	SOBECK LANE & AVIAN LANE	L-27	76 OF 107	IRRIGATION TREE BUBBLER PLAN
25	25 OF 107	BRIDGEWATER LANE	L-28	77 OF 107	IRRIGATION TREE BUBBLER PLAN
26	26 OF 107	LARKSPUR LANE	L-29	78 OF 107	IRRIGATION TREE BUBBLER PLAN
26A	26A OF 107	WILLOW LANE	L-30	79 OF 107	IRRIGATION TREE BUBBLER PLAN
27	27 OF 107	BUILDINGS 23-28 WATER & FIRE SERVICE	L-31	80 OF 107	IRRIGATION TREE BUBBLER PLAN
28	28 OF 107	MOTOR COURT 16 & 10	L-32	81 OF 107	CONSTRUCTION DETAILS
29	29 OF 107	MOTOR COURT 9 & 15	L-33	82 OF 107	CONSTRUCTION DETAILS
30	30 OF 107	MOTOR COURT 11 & 8	L-34	83 OF 107	PLANTING DETAILS
31	31 OF 107	MOTOR COURT 14 & 12	L-35	84 OF 107	IRRIGATION DETAILS
32	32 OF 107	MOTOR COURT 7 & 13	L-36	85 OF 107	IRRIGATION DETAILS
33	33 OF 107	MURPHY RANCH ROAD (4+25 - 9+50)	L-37	86 OF 107	SOUTH BAY WATER RECYCLING STANDARD NOTES & DETAILS
34	34 OF 107	MURPHY RANCH ROAD (9+50 - 14+50)	L-38	87 OF 107	WATER CALCULATIONS & CHARTS METER 'A'
34A	34A OF 107	MOTOR COURT UTILITY CROSSINGS & STORM DRAIN LINE A	L-39	88 OF 107	WATER CALCULATIONS & CHARTS METER 'B'
34B	34B OF 107	STORM DRAIN CROSSINGS			
35	35 OF 107	STORM DRAIN CROSSINGS			
36	36 OF 107	FINE GRADE PLAN	JT1	89 OF 107	JOINT TRENCH
37	37 OF 107	FINE GRADE PLAN	JT2	90 OF 107	JOINT TRENCH COMPOSITE TITLE SHEET
38	38 OF 107	FINE GRADE PLAN	JT3	91 OF 107	JOINT TRENCH GENERAL NOTES & DETAILS
39	39 OF 107	FINE GRADE PLAN	JT4	92 OF 107	JOINT TRENCH SECTIONS & DETAILS
40	40 OF 107	FINE GRADE PLAN	JT5	93 OF 107	JOINT TRENCH INTENT
41	41 OF 107	FINE GRADE PLAN	JT6	94 OF 107	JOINT TRENCH INTENT
42	42 OF 107	FINE GRADE PLAN	SL1	95 OF 107	JOINT TRENCH INTENT
43	43 OF 107	FINE GRADE PLAN	SL2	96 OF 107	STREET LIGHTING TITLE SHEET
44	44 OF 107	FINE GRADE PLAN	SL3	97 OF 107	STREET LIGHTING TITLE SHEET
45	45 OF 107	FINE GRADE PLAN	SL4	98 OF 107	STREET LIGHTING SITE PLAN
46	46 OF 107	FINE GRADE PLAN	SL5	99 OF 107	STREET LIGHTING SITE PLAN
47	47 OF 107	SIGNING & STRIPING PLAN	T1	100 OF 107	STREET LIGHTING SITE PLAN
48	48 OF 107	SIGNING & STRIPING PLAN			TITLE 24 CALCULATIONS

107 TOTAL SHEETS

CITY ENGINEERING APPROVAL OF SHEETS 1, 2, 2A, 3B, 4, 5, 11, 15, 32, 33 & 47 ONLY

RECOMMENDED FOR APPROVAL: PLANNING _____ DATE _____ FIRE _____ DATE _____ BUILDING _____ DATE _____ TRAFFIC ENGINEER _____ DATE _____	RECORD DRAWINGS TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY SIGNATURE & SEAL _____ DATE _____ P.E. NO. _____ EXP. _____ PUBLIC WORKS INSPECTOR _____	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NUM.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>CITY ENGR. APRV.</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NUM.	DATE	BY	DESCRIPTION	CITY ENGR. APRV.	DATE																																																													CITY OF MILPITAS ENGINEERING DIVISION APPROVED: _____ ENGINEERING DATE _____ ANY CHANGES TO THIS PLAN SHALL BE APPROVED BY THE CITY ENGINEER PROJECT NO. PU 2740 FILE NO. 2-1151 SHEET 1 OF 11
NUM.	DATE	BY	DESCRIPTION	CITY ENGR. APRV.	DATE																																																																

COYOTE CREEK

TRACT 10087

SANTA CLARA COUNTY

CALIFORNIA

IMPROVEMENT PLANS

TITLE, NOTES, SHEET INDEX & VICINITY MAP

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

PROFESSIONAL ENGINEER

No. 59136

J. CARLSON

REGISTERED PROFESSIONAL ENGINEER

No. 59136

CIVIL

STATE OF CALIFORNIA

EXP. DATE 06/30/13

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

IMPROVEMENT PLANS

TITLE, NOTES, SHEET INDEX & VICINITY MAP

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

PROFESSIONAL ENGINEER

No. 59136

J. CARLSON

REGISTERED PROFESSIONAL ENGINEER

No. 59136

CIVIL

STATE OF CALIFORNIA

EXP. DATE 06/30/13

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

IMPROVEMENT PLANS

TITLE, NOTES, SHEET INDEX & VICINITY MAP

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

PROFESSIONAL ENGINEER

No. 59136

J. CARLSON

REGISTERED PROFESSIONAL ENGINEER

No. 59136

CIVIL

STATE OF CALIFORNIA

EXP. DATE 06/30/13

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK

PROJ. MGR: JUN

NO. BY DATE

REVISIONS

APPROVAL

DATE: 2-3-2012

DRAWN BY: WPC

PROJ. ENGR: JJK