

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS TRACT 10029 – SINCLAIR RENAISSANCE (PROJECT NO. 3211) INTO CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2005-1, ANNEXATION NO. 11

WHEREAS, Brookfield Belcourt, LLC, is the owner of certain real property commonly known as Tract 10029 – Sinclair Renaissance (APN No. 086-29-042, 086-29-61, 086-29-62, 086-29-75, 086-29-76, and 086-29-080), more specifically described in the annexation map attached as Exhibit 1.A. to this Resolution; and

WHEREAS, on August 5, 2008, the City Council approved the Tentative Map, Site Development Permit, and Conditional Use Permit for Tract 10029 – Sinclair Renaissance Project, a residential subdivision with 80 single-family detached homes, private streets and associated common area improvements located on 9.65 acres at the west side of 300 block of Sinclair Frontage Road; and

WHEREAS, on May 17, 2005 the City Council created by resolution the City of Milpitas Community Facilities District No. 2005-1 (“CFD 2005-1”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 *et seq.* Each fiscal year, a special tax is levied on all assessor’s parcels of residential property in CFD 2005-1 in an amount determined by the Council, as described in the attached Exhibit 1.B. to this Resolution; and

WHEREAS, pursuant to the Mello-Roos Community Facilities Act, the City Council also established a procedure to allow and provide for the annexation of parcels within the boundaries of CFD 2005-1 in the future without additional hearings, upon the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, pursuant to Government Code Section 53339.7; and

WHEREAS, Brookfield Belcourt, LLC, now voluntarily seeks to annex its property to CFD 2005-1 and to be subject to the levy of a special tax thereunder.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Legally valid and unanimous consent to the annexation of real property identified as Assessor’s Parcel No. 086-29-042, 086-29-61, 086-29-62, 086-29-75, 086-29-76, and 086-29-080 into CFD 2005-1 has been given, as set forth in the Consent and Election to Annex Real Property To An Existing Community Facilities District, attached as Exhibit 1. All prior proceedings and actions taken by the City Council pursuant to the Mello-Roos Community Facilities Act and this Resolution were and are valid and in conformity with state and local law.
3. The City Council hereby declares and determines that the territory comprising Annexation No. 11, as described in Exhibit 1.A., is now added to and becomes a part of CFD 2005-1. City staff is hereby directed to include the property in the annual assessment. In no event shall the annual per-lot assessment exceed the maximum amount authorized by the engineer’s report for the CFD 2005-1 in any given fiscal year. Exhibit 2 attached hereto is provided to show all parcels that have been annexed to the CFD 2005-1.
4. The City Clerk is hereby directed to record an amendment to the Notice of Special Tax Lien within fifteen (15) days of the adoption of this Resolution in the Office of the County Recorder. The City

Clerk is further directed to file a certified copy of the map, attached as Exhibit 1.A., and Exhibit 2, within fifteen (15) days of the adoption of this Resolution in the Office of the County Recorder.

5. The City Clerk shall certify the adoption of this Resolution.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2012 by the City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT 1

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

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

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

The Owner is: Brookfield Belcourt LLC

2. The Owner is aware of and understands the following:
 - A. The City of Milpitas has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) (the "District") to finance the increased demand for public services (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2005-01 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2005-1 before the CFD was created and such Services may not supplant services already available within CFD 2005-1 when the CFD was created. For a full and complete description of the public services, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.
 - B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the District. On May 17, 2005, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

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

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in **Exhibit 1.B.** to pay for the authorized Public Services.

EXECUTED this 7 day of MAY, 2012, in BONVILLE, California.

Brookfield Belcourt LLC, a Delaware limited liability company

By: 

David Luebke
Vice President
Chief Financial Officer

By: 

KEVIN POHLSON
VP

Note:

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

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On May 16, 2012, before me, Yvonne M. Craves, Notary Public
(name and title of the officer)

personally appeared Kevin Pohlson

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

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

WITNESS my hand and official seal

Yvonne M. Craves
Signature of Notary Public

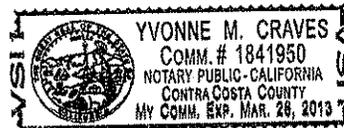


EXHIBIT 1.A.

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

CITY OF MILPITAS

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

ANNEXATION NO. #

Assessor's Parcel No.

**086-29-042, 086-29-061,
086-29-062, 086-29-075
and 086-29-076**

Name of the Owner

**Brookfield Belcourt LLC
a Delaware Limited Liability Company**

EXHIBIT 1.A.

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

CITY OF MILPITAS

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

ANNEXATION NO. #

ASSESSOR'S PARCEL NO.

086-29-42
086-29-61
086-29-62
086-29-75
086-29-76

NAME OF OWNER

BROOKFIELD BELCOURT, LLC
A DELAWARE LIMITED LIABILITY COMPANY

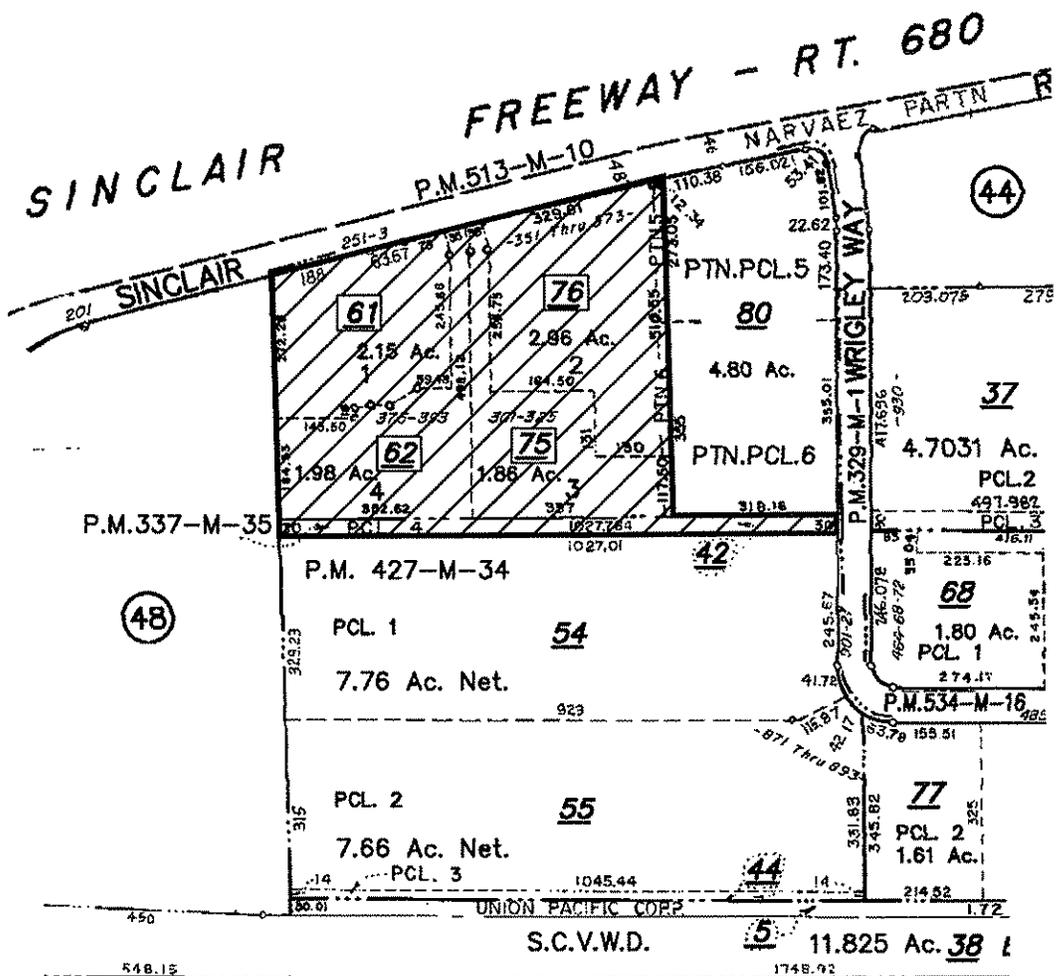


EXHIBIT 1.B.

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

CITY OF MILPITAS

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Affordable Housing" means any Dwelling Units located on Residential Property that are subject to deed restrictions, resale restrictions and/or regulatory agreements recorded on the property that provide housing for persons that meet the Low, Very Low, and/or Extremely

Very Low income levels pursuant to, as applicable, California Health & Safety Code Sections 50093, 50079.5, 50105, or 50106. The Fiscal Year after the January 1 following the termination of the agreement containing covenants or similar instrument, a Dwelling Unit shall no longer be considered Affordable Housing.

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

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

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

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

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

"City" means the City of Milpitas.

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

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

"County" means the County of Santa Clara.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of California.

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Taxes for Fiscal Year 2011-12 for Residential Property are shown below in Table 1, based on the Land Use Class in which such Residential Property has been assigned. Under no circumstances shall a Special Tax be levied on Non-Residential Property, or for renovations to an existing Dwelling Unit located on Residential Property.

TABLE 1

**Maximum Special Taxes for Developed Property
For Fiscal Year 2011-12
Community Facilities District No. 2005-1**

Land Use Class	Land Use Type	Maximum Special Tax Per Dwelling Unit
1	Market-Priced Residential Property	\$359.82 per Dwelling Unit
2	Low- Income Affordable Housing	\$287.84 per Dwelling Unit
3	Very Low-Income Affordable Housing	\$179.90 per Dwelling Unit
4	Extremely Low-Income Affordable Housing	\$0.00 per Dwelling Unit

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2011, the Maximum Special Taxes set forth above shall be increased annually by the greater of the change in the San Francisco-Oakland-San Jose Area Urban Consumer Price Index during the twelve months prior to February of the previous Fiscal Year, or two percent (2%).

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

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

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

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the Council or its designee shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Residential Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

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

Furthermore, no Special Tax shall be levied on the portion of Santa Clara County Assessor's Parcel Number 086-050-09 encompassed by the metes and bounds listed on Attachment 1 of the City of Milpitas, Resolution 7521 (original formation).

F. APPEALS AND INTERPRETATIONS

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

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

G. MANNER OF COLLECTION

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

H. TERM OF SPECIAL TAX

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

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

CITY OF MILPITAS

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

ANNEXATION NO. 11

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

On the _____ day of _____, 20____, at MILPITAS, California.

**CITY CLERK
CITY OF MILPITAS
STATE OF CALIFORNIA**

EXHIBIT 2

SHEET 1 OF 1

Filed in the office of the City Clerk of the City of Milpitas this _____ day of _____, 2012.

City Clerk, City of Milpitas

I hereby certify Annexation Map No.11 as shown within the boundaries of City of Milpitas Community Facilities District No. 2005-1 (Public Services), County of Santa Clara, State of California, was approved by the City Council of the City of Milpitas at a regular meeting thereof, held on the _____ day of _____, 2012, by its Resolution No. _____.

City Clerk, City of Milpitas

Filed this _____ day of _____, 2012, at the hour of _____ o'clock _____ m. in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ in the office of the County Recorder in the County of Santa Clara, State of California.

County Recorder,
County of Santa Clara

The boundary of Community Facilities District No. 2005-1 is co-terminous with the boundary of the City of Milpitas in _____, 2012.

Reference is hereby made to the Assessor maps of the County of Santa Clara for an exact description of the lines and dimensions of each lot and parcel.

The territory included in the Community Facilities District shall include only Santa Clara County Assessor's for the following Annexation Maps :

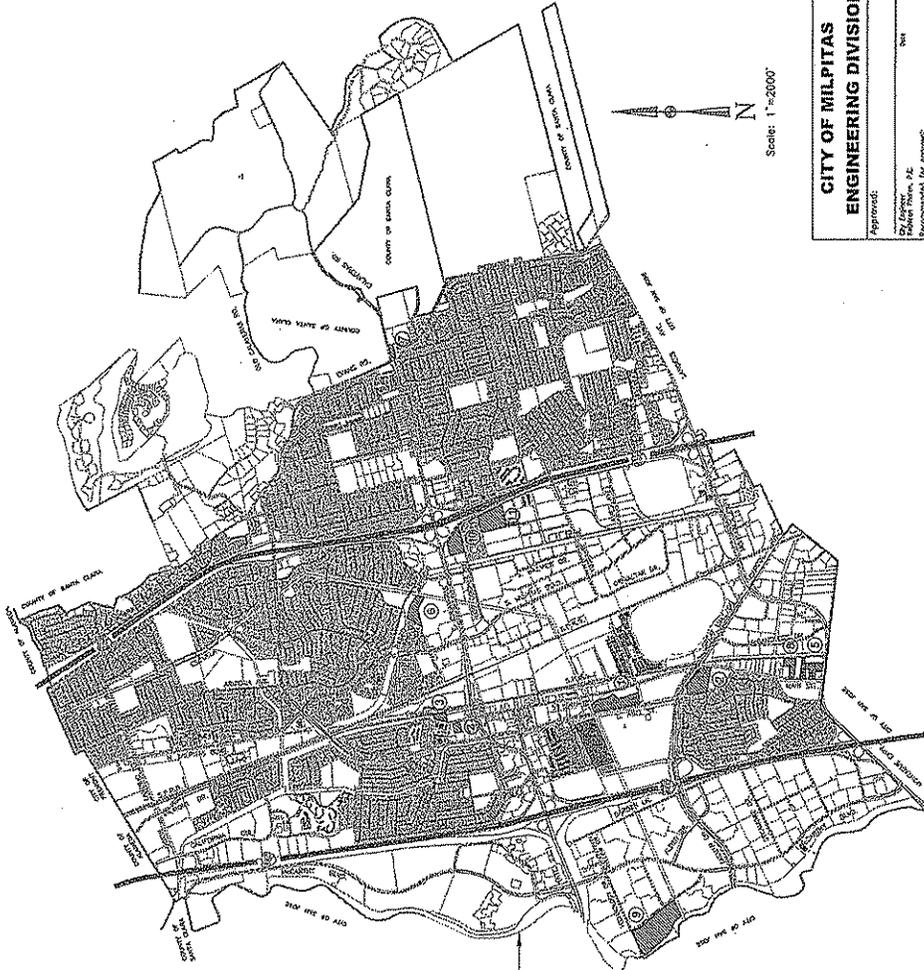
Initial formation CFD 2005-1 : 08657001-08657104, 08659012-08659072,
08660001-08660058, 08662001-08662050, 08666001-08666095

- Map No.1 : 08661001-08661105, 08664001-08664105
- Map No.2 : 08667001-08667137
- Map No.3 : 02894001-02894029
- Map No.4 : 02208045
- Map No.5 : 08634028-08634034, 08656001-08656024
- Map No.6 : 02835001-02835085
- Map No.7 : 08816081-08816085
- Map No.8 : 08622045-08622045
- Map No.9 : 08601041, 08601042
- Map No.10 : 08623043, 08623050
- Map No.11 : 08623042, 08623051, 08623062, 08623075, 08623078

and all publicly owned areas in the City of Milpitas landscaped or capable of being landscaped, such as parks, parkways, street medians, interchange areas, light rail areas, open space and all similar areas. All other areas depicted on this map indicate territory that may be annexed to the Community Facilities District in the future.

Legend

- City Boundary
- Location of Initial Formation (Assessor Parcel No. 08659012)
- Annexation Area
- Annexation Map No. ①



**CITY OF MILPITAS
ENGINEERING DIVISION**

Approved: _____
City Engineer, P.E.
Recommended for approval: _____
City Engineer, P.E.
City Development Engineer
Inmate 5, Box 7C
Date: _____
Sheet 1 of 1

ANNEXATION MAP NO.11 AND UPDATE OF ANNEXATION MAP NO.1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2005-1(PUBLIC SERVICES), COUNTY OF SANTA CLARA STATE OF CALIFORNIA AS RECORDED IN BOOK 41 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 3 O.R. SANTA CLARA COUNTY

Subdivider: **Brookfield Belcourt LLC**

Project Name: **Sinclair Renaissance**

File No.: **100.01.228**

Private Job Account No.: **3211**

Improvement Plan No.: **2-1124**

Tract/Parcel Map No.: **10029**

Council Approval Date: _____

Completion Period: _____

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 **Brookfield Belcourt LLC, a Delaware limited liability company** (hereafter referred to as "SUBDIVIDER"):

R E C I T A L S

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated **Tract No. 10029**.
- B. Pursuant to the terms of this agreement, SUBDIVIDER will complete certain improvements associated with this project, including undergrounding existing utilities.

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 Plans No. 2-1124** consisting of approximately 65 sheets and specifications approved by said City Council on _____, including setting survey monuments and identified by Project/Agency Fund Account No. **3211** (hereby referred to and made a part hereof the same as if set forth at length herein).
2. SUBDIVIDER shall petition to annex into the Community Facility District (CFD 2005-1) the Sinclair Renaissance. The petition to annex into the CFD 2005-1 shall be finalized with the final map recordation.
3. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
4. No improvements shall be undertaken by SUBDIVIDER until all quitclaim easement documentations with all affected agencies or utility companies have been completed and recorded. These documents shall be provided to the City together with copies of original easement documents.
5. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.
6. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable ordinances,

resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.

7. 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, SUBDIVIDER and its contractors, 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.
8. 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.
9. 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 or prior to City issuance of Phasing Occupancy Permit Final inspection of the Last residential units whichever occurs first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER, unless SUBDIVIDER makes a request in writing to the City Engineer for a time extension 30 days prior to the expiration date of this agreement, at which time City Engineer may extend this agreement administratively for a period of one additional year, and for any additional time extensions requested.
10. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of approximately **Six hundred thousand dollars (\$600,000.00)**, conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.
11. 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.
12. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of approximately **Six hundred thousand dollars (\$600,000.00)**, insuring 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.
13. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.

14. 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.
15. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1000,000 for each person and \$1,000,000 for each occurrence and \$1000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.
16. 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.
17. 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.
18. 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. 3211 for this purpose with additional deposits as required by CITY.

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

- | | | |
|---|--|--------------|
| a) Plan-check and Inspection (Partial Deposit) (PJ3211-13-2500)
(10% of Final Construction Costs Estimate) | | \$292,300.00 |
| b) Right-of-Way Reimbursement Fee (310-3614-XXXX50) | | <u>N/A</u> |

Sub-Total A **\$292,300.00**

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

- | | | |
|--|--------------------------|--|
| a) Water Connection Fee
(80-units @ \$1,910.00 per unit) | (402-3715) | \$152,800.00 |
| b) Potable Water Meter Fee
(80 - 1" WM@ estimated \$520.25 due at purchase)
(2-2" Irrigation WM-turbine @estimated \$1,033.77) | (400-3662)
(400-3662) | \$41,620.00
\$2,067.54 |
| c) Recycled Water Meter Fee | (406-3622) | N/A |
| d) Sanitary Sewer Connection Fee
(80-units @ \$1,908.00 per unit) | (452-3715) | \$152,640.00 |
| e) Sewer Treatment Plant Fee
(80-units @ \$880 per unit) | (452-3714) | \$70,400.00 |
| f) Sewer Bypass Benefit Fund | (HA1320-2500) | <u>N/A</u> |
| g) Storm Drain Connection Fee
Off site storm mitigation Fee | (340-3711)
(340-3711) | \$89,630.00
\$90,000.00 |
| h) Parksite Fee
1. Park In-Lieu Fee (estimated \$1.9M) | (320-3712) | See Planning |
| i) Sewage Collection System & Treatment Plant Capacity Fee (452-3718) *
Oct 2006 (\$81,695, index 7883), adjusted by ENR Apr' 12 (index 9273) | | \$96,100.00 |
| j) Main Sewage Pumping Station Impact Fee (455-3718) *
Oct 2006 (\$24,835, index 7883), adjusted by ENR Apr' 12 (index 9273) | | \$29,214.00 |
| k) Water Distribution System Capacity Fee (402-3718) *
Oct 2006 (\$292.00, index 7883), adjusted by ENR Apr' 12 (index 9273) | | \$344.00 |
| l) Other <u>Traffic Impact Fee</u>
1. Future Improvement of Sinclair Frontage Road (100-3718)
2. Montague Expressway Widening Project (100-3718)
3. Calaveras Widening and Improvement Project (100-3718) | | \$50,000.00
\$25,284.00
\$5,600.00 |
| m) Building Permit Automation Fee (2.5%) (items a to m) (505-3601) | | \$17,892.05 |

Sub-total Fee B **\$825,842.03**

*Adjusted at time of payment, shown amount is estimated

Total (Estimated) less park site fee with automation **\$1,118,142.03**

19. 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.

20. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay the outstanding balance of the project's private job account or shall be refunded the difference between the amount of City costs and expenses in each instance and the amount of said remittance.
21. 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.
22. 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.
23. SUBDIVIDER hereby irrevocably offers to convey title of the water and sanitary sewer mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
24. SUBDIVIDER agrees to comply with all requirements set forth on **Exhibit "A"** (attached hereto, hereby referred to and made a part hereof).
25. 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.
26. 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.
27. 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.
28. 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.
29. 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

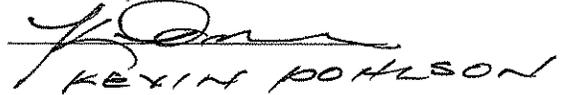
BROOKFIELD BELCOURT LLC, SUBDIVIDER

By: _____
Thomas C. Williams, City Manager

**By: 
David Luebke
Vice President
Chief Financial Officer

APPROVED AS TO FORM THIS

_____ day of _____, 20__

**By: 
KEVIN POHLSON
VP

By: _____
Michael J. Ogaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 20__

By: _____
~~Greg Armendariz, City Engineer~~
Kathleen Phalen

* Date should be same as date on Page 1 of 8.

** It is essential that the SUBDIVIDER's signatures be acknowledged before a California Notary Public, and the proper acknowledgment is attached.

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On May 16, 2012 before me, Yvonne M. Craves, Notary Public
(name and title of the officer)

personally appeared David Luebke

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

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

WITNESS my hand and official seal

Yvonne M Craves
Signature of Notary Public

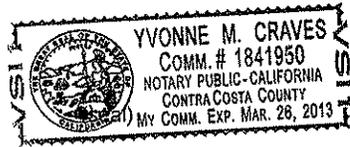


EXHIBIT "A"

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees, prior to or at the time of Building Permit issuance.
2. The Subdivider agrees to pay to the City an in-lieu Park Fee (currently estimated at \$1.9M) at the time of building permit issuance.
3. The Subdivider agrees to pay to the City a "fair share" contribution of \$5,600.00 towards the Calaveras Boulevard Widening and Improvement Project at the time of building permit issuance.
4. The Subdivider agrees to pay to the City a \$50,000.00 fee for "Future Improvement of Sinclair Frontage Road" at the time of Building Permit Issuance.
5. The Subdivider agrees to pay to the City a Traffic Impact Fee of \$25,284.00 at the time of building permit issuance.
6. 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.
7. 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.
8. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

Principal: Brookfield Belcourt LLC
Project Name: Sinclair Renaissance

Project No. 3211
Bond No. TM 5134280 / 01S:100500

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Sinclair Renaissance as on shown on Improvement Plans 2-1124.

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, we the Principal and General Insurance Company of America, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of Six hundred thousand dollars (\$600,000.00), 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, its 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.

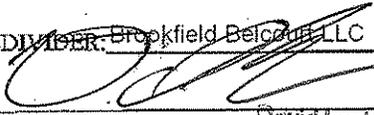
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of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

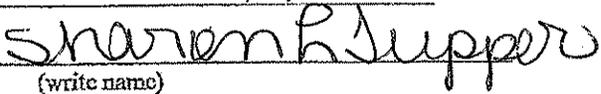
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on May 8th, 2012.

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

SUBDIVISOR: Brookfield Belcourt LLC

SURETY: General Insurance Company of America

BY: 
(write name) David Luebke
Vice President

BY: 
(write name)

BY: _____
(type name and office)
Chief Financial Officer

BY: Sharon L. Tupper, Attorney-In-Fact
(type name and office)

Address of Surety: c/o Liberty Mutual Surety
1001 4th Avenue, Suite 1700, Seattle, WA 98154

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On May 14, 2012, before me, Yvonne M. Craves, Notary Public
(name and title of the officer)

personally appeared David Luebke

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

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

WITNESS my hand and official seal

Yvonne M Craves
Signature of Notary Public



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 05-08-2012 before me, Lupe Villarreal, Notary Public,
(Here insert name and title of the officer)

personally appeared Sharon L. Tupper,

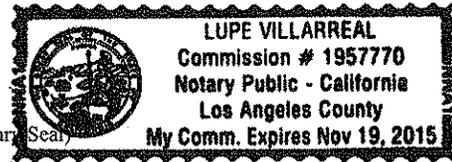
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the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

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

WITNESS my hand and official seal.

Lupe Villarreal
Signature of Notary Public

(Notary Seal)



Lupe Villarreal

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5259797

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, TIM M. TOMKO, ERIC C. THORSEN, TIM M. FINNEGAN, LUPE VILLARREAL, SHARON L. TUPPER, TESSA A. ROMERO,

all of the city of GLENDALE, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2012.



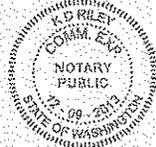
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



GENERAL INSURANCE COMPANY OF AMERICA
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposit.....	\$ 49,943,700	Unearned Premiums.....	\$ 463,599,229
*Bonds — U.S Government	127,622,116	Reserve for Claims and Claims Expense.....	1,012,700,094
*Other Bonds.....	1,338,481,010	Funds Held Under Reinsurance Treaties.....	0
*Stocks.....	86,610,892	Reserve for Dividends to Policyholders.....	126,944
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums.....	314,712,106	Reserve for Commissions, Taxes and Other Liabilities	<u>219,914,011</u>
Accrued Interest and Rents	16,994,758	Total.....	1,696,340,278
Other Admitted Assets.....	180,066,457	Special Surplus Funds.....	\$ 18,684,214
Total Admitted Assets.....	<u>\$2,114,431,039</u>	Capital Stock.....	5,000,000
		Paid in Surplus.....	170,891,058
		Unassigned Surplus.....	223,515,489
		Surplus to Policyholders	<u>418,090,761</u>
		Total Liabilities and Surplus	<u>\$2,114,431,039</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from General Insurance Company's financial statement filed with the state of New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of General Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

Assistant Secretary

VERIFICATION

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

Executed at _____, California, on the 8th day of May, 2012.

(Name)

(Type Name)

Address _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2012.)

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

(Sign)

(Type)

ACKNOWLEDGMENT

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

Form Approved:

Principal: Brookfield Belcourt LLC
Project Name: Sinclair Renaissance

Project No. 3211
Bond No. TM 5134280 / 01S100500

**CITY OF MILPITAS
LABOR AND MATERIALS BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: Public Improvement for Sinclair Renaissance as on shown on Improvement Plans 2-1124.

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 Six hundred thousand dollars (\$600,000.00), 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 May 8th, 2012.

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

SUBDIVIDER: Brookfield Belcourt LLC

SURETY: General Insurance Company of America

BY: [Signature]

BY: [Signature]

(write name) David Luebke
Vice President

(write name)

BY: [Signature]

BY: Sharon L. Tupper, Attorney-In-Fact

(type name and office) Chief Financial Officer

(type name and office)

Address of Surety: c/o Liberty Mutual Surety
1001 4th Avenue, Suite 1700, Seattle, WA 98154

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On May 14, 2012, before me, Yvonne M. Craves, Notary Public
(name and title of the officer)

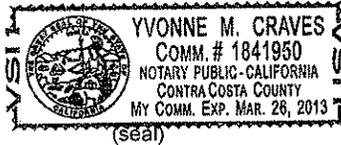
personally appeared David Luebke

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

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

WITNESS my hand and official seal

Yvonne M Craves
Signature of Notary Public



VERIFICATION

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

Executed at _____, California, on the 8th day of May, 2012

(Name)

(Type Name)

Address: _____

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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 05-08-2012 before me, Lupe Villarreal, Notary Public,
(Here insert name and title of the officer)

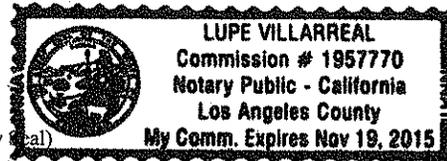
personally appeared Sharon L. Tupper,

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

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

WITNESS my hand and official seal.

Lupe Villarreal
Signature of Notary Public



(Notary Seal)

Lupe Villarreal

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
_____ <small>(Title or description of attached document)</small>
_____ <small>(Title or description of attached document continued)</small>
Number of Pages _____ Document Date _____
_____ <small>(Additional information)</small>

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/>	Individual (s)
<input type="checkbox"/>	Corporate Officer
_____	<small>(Title)</small>
<input type="checkbox"/>	Partner(s)
<input type="checkbox"/>	Attorney-in-Fact
<input type="checkbox"/>	Trustee(s)
<input type="checkbox"/>	Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5259798

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, TIM M. TOMKO, ERIC C. THORSEN, TIM M. FINNEGAN, LUPE VILLARREAL, SHARON L. TUPPER, TESSA A. ROMERO,

all of the city of GLENDALE state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2th day of may, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



GENERAL INSURANCE COMPANY OF AMERICA
 FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposit.....	\$ 49,943,700	Unearned Premiums.....	\$ 463,599,229
*Bonds — U.S Government	127,622,116	Reserve for Claims and Claims Expense.....	1,012,700,094
*Other Bonds.....	1,338,481,010	Funds Held Under Reinsurance Treaties.....	0
*Stocks.....	86,610,892	Reserve for Dividends to Policyholders.....	126,944
Real Estate.....	0	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums.....	314,712,106	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	16,994,758	Other Liabilities	<u>219,914,011</u>
Other Admitted Assets.....	180,066,457	Total.....	<u>1,696,340,278</u>
Total Admitted Assets.....	<u>\$2,114,431,039</u>	Special Surplus Funds.....	\$ 18,684,214
		Capital Stock.....	5,000,000
		Paid in Surplus.....	170,891,058
		Unassigned Surplus.....	223,515,489
		Surplus to Policyholders	<u>418,090,761</u>
		Total Liabilities and Surplus	<u>\$2,114,431,039</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from General Insurance Company's financial statement filed with the state of New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of General Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

TAMIKOLAJEWSKI

Assistant Secretary

Principal: Brookfield Belcourt LLC
Project Name: Sinclair Renaissance

Project No. 3211
Bond No. TM 5134281 / 01S100501

**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 and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and General Insurance Company of America, 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, its 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
May 8th, 2012

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

SUBDIVIDER: Brookfield Belcourt LLC
BY: [Signature]
(write name)

BY: David Luebkehan
Vice President
(type name and office)

SURETY: General Insurance Company of America
BY: [Signature]
(write name)

BY: Sharon L Tupper, Attorney-In-Fact
(type name and office)

Address of Surety: c/o Liberty Mutual Surety
1001 4th Avenue, Suite 1700, Seattle, WA 98154

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On May 14, 2012 before me, Yvonne M. Craves, Notary Public
(name and title of the officer)

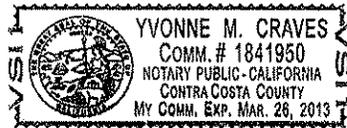
personally appeared David Luebke

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

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

WITNESS my hand and official seal

Yvonne M Craves
Signature of Notary Public



(seal)

VERIFICATION

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

Executed at _____, California, on the _____ day of _____, 20__.

(Name)

(Type Name)

Address: _____

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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 05-08-2012 before me, Lupe Villarreal, Notary Public,
(Here insert name and title of the officer)

personally appeared Sharon L. Tupper,

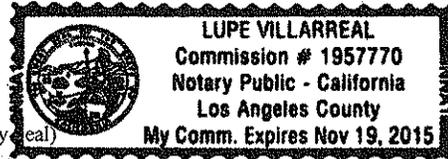
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Lupe Villarreal
Signature of Notary Public

Lupe Villarreal



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5259799

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, TIM M. TOMKO, ERIC C. THORSEN, TIM M. FINNEGAN, LUPE VILLARREAL, SHARON L. TUPPER, TESSA A. ROMERO,

all of the city of GLENDALE, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2012.



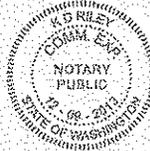
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 04th day of May, 2012.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



GENERAL INSURANCE COMPANY OF AMERICA
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposit.....	\$ 49,943,700	Unearned Premiums.....	\$ 463,599,229
*Bonds — U.S Government.....	127,622,116	Reserve for Claims and Claims Expense.....	1,012,700,094
*Other Bonds.....	1,338,481,010	Funds Held Under Reinsurance Treaties.....	0
*Stocks.....	86,610,892	Reserve for Dividends to Policyholders.....	126,944
Real Estate.....	0	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums.....	314,712,106	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	16,994,758	Other Liabilities.....	<u>219,914,011</u>
Other Admitted Assets.....	180,066,457	Total.....	<u>1,696,340,278</u>
Total Admitted Assets.....	<u>\$2,114,431,039</u>	Special Surplus Funds.....	\$ 18,684,214
		Capital Stock.....	5,000,000
		Paid in Surplus.....	170,891,058
		Unassigned Surplus.....	223,515,489
		Surplus to Policyholders.....	<u>418,090,761</u>
		Total Liabilities and Surplus.....	<u>\$2,114,431,039</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from General Insurance Company's financial statement filed with the state of New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of General Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

TAMikolajewski

Assistant Secretary

**CITY OF MILPITAS
 CERTIFICATE OF INSURANCE
 General, Automobile Liability and Worker's Compensation**

for encroachment permit # _____

The undersigned insurance company hereby certifies to the City of Milpitas, California that it has issued a policy of insurance bearing Policy No. 595X003263011 to BROOKFIELD RESIDENTIAL (Contractor) in connection with a certain work of improvement generally described as _____, being a certain general and automobile liability policy which names the City of Milpitas, its officers, its agents, volunteers and employees as additional insured, and which insures said City of Milpitas, its officers, its agents, volunteers and employees against liability of financial loss resulting from injuries occurring to persons or property in or about or in connection with said work of improvement, including, but not limited to, coverage for all work performed by, for or on behalf Contractor.

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

COVERAGE	POLICY NO.	POLICY PERIOD	MINIMUM LIMITS OF LIABILITY
1) Bodily Injury/Personal Injury	X013263011	3/31/2011 -	\$1,000,000 each person \$1,000,000 each occurrence
2) Property Damage	X003263011	3/31/2014	\$1,000,000 each person \$1,000,000 each occurrence
3) Worker's Compensation		3/31/2011 - 3/31/2014	\$1,000,000 per accident/disease

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

XL SYNDICATE 1209 AT LLOYD'S OF LONDON Address of Signatory:
 Insurance Company

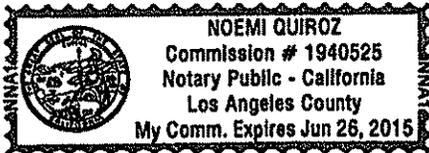
[Signature]
 Authorized Signature (Signature)

8-11 CRESCENT
LONDON, UNITED KINGDOM

ADRIAN WHITE - on behalf of XL
 Print name, title

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at Los Angeles, California, on the 4th day of May, 2012.*



[Signature]
 Authorized Signatory (Signature)
Jonathan Ting, AVP/Asst Mgr Lead
 (Type Name, Title)
on behalf of XL

* If this certificate is executed outside of California, it must be acknowledged before a Notary Public, include acknowledgement.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

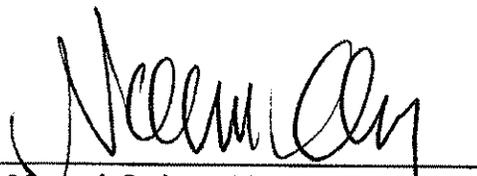
On May 4, 2012 before me, Noemi Quiroz, Notary Public, personally appeared Johnathan Ting who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity (ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

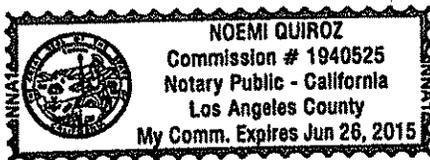
WITNESS my hand and official seal.

(seal)

Signature



Noemi Quiroz, Notary Public



**CITY OF MILPITAS
 CERTIFICATE OF INSURANCE
 General, Automobile Liability and Worker's Compensation**

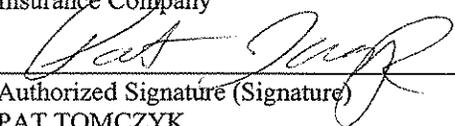
for encroachment permit # _____

The undersigned insurance company hereby certifies to the City of Milpitas, California that it has issued a policy of insurance bearing Policy No. MWC116988 00 to Brookfield Residential Properties, Inc. (Contractor) in connection with a certain work of improvement generally described as 1) cap and remove an onsite sewer line; 2) remove an onsite drainage pipeline; 3) remove and cap water lines and install a blind flange near the valve. ~~being a certain general and automobile liability policy which names the City of Milpitas, its officers, its agents, volunteers and employees as additional insured, and which insures said City of Milpitas, its officers, its agents, volunteers and employees against liability of financial loss resulting from injuries occurring to persons or property in or about or in connection with said work of improvement, including, but not limited to, coverage for all work performed by, for or on behalf Contractor.~~

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

<u>COVERAGE</u>	<u>POLICY NO.</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
1) Bodily Injury/Personal Injury			\$1,000,000 each person \$1,000,000 each occurrence
2) Property Damage			\$1,000,000 each person \$1,000,000 each occurrence
3) Worker's Compensation	MWC116988 00	5-15-11 to 5-15-12	\$1,000,000 per accident/disease

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

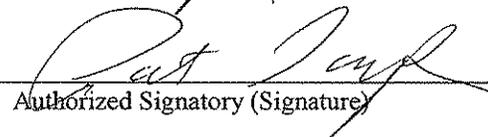
Old Republic Insurance Company
 Insurance Company

 Authorized Signature (Signature)
 PAT TOMCZYK
 ACCOUNT MANAGEMENT DIRECTOR/
 ASSISTANT VICE PRESIDENT
 Print name, title

Address of Signatory:
 445 S MOORLAND ROAD, STE 300
 BROOKFIELD, WI 53005

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the 27th day of April, 2012*

 Brookfield
 Wisconsin


 Authorized Signatory (Signature)

 (Type Name, Title)

Annette M. Veleni

* If this certificate is executed outside of California, it must be acknowledged before a Notary Public, include acknowledgement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2012

rec'd 5-22-12

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 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 BRKHO CA	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED BROOKFIELD RESIDENTIAL PROPERTIES, INC. INCL. ENTITIES SHOWN ON ATTACHED INSURED LIST 12865 POINTE DEL MAR, SUITE 200 DEL MAR, CA 92014	INSURER A: Old Republic Insurance Co		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-002317237-02 **REVISION NUMBER:**

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"/> PROJ <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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	MWC11784300	05/15/2012	05/15/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Encroachment Permit for Sinclair Renaissance

CERTIFICATE HOLDER City of Milpitas 455 East Calaveras Boulevard Milpitas, CA 95035	CANCELLATION 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 Joanne M. Gosling <i>JMGosling</i>
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED BROOKFIELD RESIDENTIAL PROPERTIES, INC. INCL. ENTITIES SHOWN ON ATTACHED INSURED LIST 12865 POINTE DEL MAR, SUITE 200 DEL MAR, CA 92014	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSURED ENTITIES UNDER THIS POLICY

- BROOKFIELD LAND SERVICES LLC
- BROOKFIELD HOMES SERVICES LLC
- BROOKFIELD DEL MAR BUILDERS INC.
- CALIFORNIA CUSTOMER CARE LLC
- BROOKFIELD LOS ANGELES BUILDERS INC.
- BROOKFIELD NORCAL BUILDERS INC.
- BROOKFIELD HAWAII BUILDERS INC.
- BROOKFIELD RESIDENTIAL(COLORADO)INC.
- BROOKFIELD MANAGEMENT WASHINGTON LLC

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: 086-29-042, 086-29-061, 086-29-062, 086-29-075 & 086-29-076

**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 Brookfield Belcourt 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 Tract 10029 – Sinclair Renaissance, located at 350 Sinclair Frontage Rd., 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 engineers 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.

ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa)
s.s.

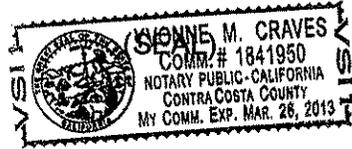
On May 4, 2012, before me, Yvonne M. Craves, Notary Public, personally appeared

Dave Luebkehan + Kevin Pohlson
_____ 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.

Yvonne M Craves
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
Legal description

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

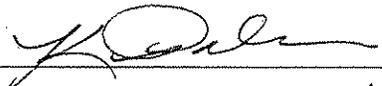
Tract 10029, filed _____, in Map Book _____, Pages _____, inclusive, Santa Clara County Records

PROPERTY OWNER'S NAME:

Brookfield Belcourt LLC, a Delaware limited liability company

By: 

David Luebke
Vice President
Chief Financial Officer

By: 

KEVIN POWELL
VP

Address for Notices:
500 La Gonda Way, Suite 100
Danville, CA 94526

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

By: _____
~~Greg Armendariz,~~ Kathleen Phalen
City Engineer as to content

By: _____
Michael J Ogaz,
City Attorney as to form

By: _____
Thomas C Williams,
City Manager

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

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

APN 086-29-42, 61, 62, 75 & 76

**AGREEMENT AFFECTING REAL PROPERTY RELATED TO COVENANT
AND RESTRICTION OF ON-SITE PRIVATE UTILITIES**

This Agreement Affecting Real Property ("Agreement") is entered into and effective _____ (date) by and between Brookfield Belcourt LLC, (Developer) and the City of Milpitas ("City").

RECITALS:

A. Pursuant to the Conditions and Notes of Approval for the subject development to have on-site private utilities, the Developer shall ensure that the Developer's private utilities shall be operated in a manner to the City's satisfaction for the purposes of compliance with local codes, regional and state requirements.

B. This Agreement is intended to satisfy the aforementioned requirement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations expressed herein, the Parties (City and Developer) agree as follows:

STATEMENT OF AGREEMENT

1. Brookfield Belcourt LLC, the owner of the property located at 350 Sinclair Frontage Road (APN 086-29-42, 61, 62, 75 & 76) (the "Project"), agrees to provide on-site private utilities consistent with the requirements of the city, regional and state.
2. The Developer has obtained the approval of the City Council/Planning Commission on August 5, 2008 (Resolution # 7775) for the Project. The recordation of this agreement is required for the release of the final map

recording for this development and/or permit issuance for the construction of the Project.

3. The Developer agrees to covenant its property for the terms as stated below. Recordation of this agreement for covenant and restriction shall be binding.
4. The provisions and conditions of this Agreement shall run with the land for the Project and be enforceable against successors in interest and assigns of the Developer. The requirements of this Agreement shall run with the land and pass with each and every portion of the Project and shall apply to, inure to the benefit of, and bind the respective successor's interest thereof, for the benefit of the developed lots in the Project.
5. The on-site private utilities are not public dedications. It is the Developer's intention that the private utilities are not intended to be dedicated to the public, nor any portion of the private utilities to be operated by the City.
6. This Agreement shall be valid in perpetuity and can only be terminated if replacement utilities system has/have been approved by the City Engineer and written notice of termination of this Agreement has been provided by the City.
7. This Agreement shall be kept in the files of the Milpitas City Engineer and shall be recorded on the titles of the lots in the Project.
8. Although the Developer is obligated to provide the private utilities as provided under this Agreement, in no circumstance shall the City be obligated by this Agreement to remedy such breach. The Parties acknowledge that the City may invoke any remedy provided for in the Milpitas Municipal Code to enforce any code violation against the Developer outside of this Agreement. The Developer acknowledges that the City is a signatory to this Agreement for the sole purpose of ensuring that the private utilities stated in the Milpitas Development Guidelines are complied with.
9. The Parties understand and agree that if for any reason the private utilities installed do/does not meet the requirements as shown on the City of Milpitas Development Guidelines, the Developer shall be in violation. By signing this Agreement, the Developer agrees to waive any right to contest enforcement of the City's Milpitas Development Guidelines should this circumstance arise.
10. Title to and the right to use the private utilities and appurtenances upon which such facilities are located will be subservient to the title of the habitable lots in the Project which the private system(s) serves.
11. The Project or portion thereof on which the private utilities and appurtenances are located will not be made subject to any other covenant or contract for use which interferes with the uses of the private utilities provide for herein, without prior written consent of the City; provided, however, that the declaration of covenants, conditions and restrictions that will be recorded against the Project (on a phased basis) may include covenants that are

consistent with this Agreement and impose obligations on the homeowners association formed to manage the Project in satisfaction of this Agreement.

12. This Agreement shall be governed under the laws of California.
13. Neither this Agreement nor any acts of a party hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among the parties to this Agreement.
14. The Developer shall defend, hold harmless and indemnify City and its officials, employees, agents, and representatives, from and against any and all claims, suits, demands, liability, loss, costs, damages, and other expenses (including reasonable attorneys' fees and court costs at trial and on appeal) in connection with the loss of life, personal injury and/or damage to property, if arising from or out of any occurrence in or upon the properties mentioned herein and related to the private utilities required herein.
15. The Developer warrants that it has had full notice and opportunity to examine the drawings, plans and design of the private utilities designed by consultants hired by the Developer before accepting responsibility.
16. The Declarations of Covenants, Conditions, and Restrictions for the Project shall make a reference to this Agreement and shall obligate the homeowners association to comply with the requirements of this Agreement when the ownership of the property that contains the private utility system is transferred to said homeowners association.
17. The private utilities for this development include these systems: (sanitary sewer, storm drain, street, street lighting, etc.) They are shown in more detail on the approved plans, B-GR09-0002, B-SI09-0007 and 2-1124.
18. Work on the private utilities shall be performed by personnel with qualifications in the appropriate licensed contractor.
19. Underground work shall comply with Cal OSHA as it relates to safety of confined space, trenching/shoring and other matters.
20. The Developer is aware of the sewer backflow devices installed and shall inform all affected parties of the locations. Removal of the sewer flap gate prior to running a cleaning head is critical to not damaging the device. (Sheet C2, C6 of the plans). The laterals of some units have been combined and the respective unit owners shall be notified accordingly. (such as lots 6 and 7, Sheet C4).
21. The installation of utility lines in close proximity to the building is acknowledged by the Developer and this information (record drawings) shall be forwarded to the homeowners association (Sheet C4, etc of the plans).

22. The storm drain system including pumps with the drainage areas are acknowledged by the Developer and this information (record drawings) shall be forwarded to the homeowners association (Sheet C4, etc of the plans)
23. Each and every reference to Developer in this Agreement shall mean and refer to the current owner(s) of the property within the Project that contains the private utility system. When the Developer has transferred all of its ownership interest in the private utility system to the homeowners association for the Project, the City agrees that Developer shall have no further obligations under this Agreement and that the City shall look only to the homeowners association or other owner(s) of the private utility system to satisfy the obligations of this Agreement.

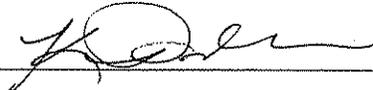
IN WITNESS WHEREOF, this Agreement is executed and made effective as of the date first above set forth.

Dated: 5/7/12

Brookfield Belcourt LLC, a Delaware Limited Liability Company

By: 

David Luebke
Vice President
Chief Financial Officer

By: 
KEVIN POFFSON
VP

Notary Acknowledgement of Developer is required.

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

Dated: _____

Approved as to form:

Michael J. Ogaz, City Attorney

Approved by:

~~Greg Armendariz, Public Works Director~~

Kathleen Phalen

ACKNOWLEDGMENT

State of: California

County of: Contra Costa

On May 4, 2012, before me, Yvonne M. Craves, Notary Public
(name and title of the officer)

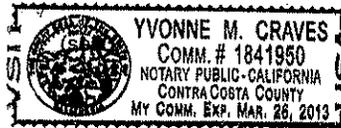
personally appeared Kevin Pohlson

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

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

WITNESS my hand and official seal

Yvonne M Craves
Signature of Notary Public



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 Brookfield Belcourt LLC, ("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 Sinclair Frontage Road, 10' PSUE as shown on parcel recorded on book of maps 513, page 10, also shown as proposed parcels K and L of Tract 10029, ("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 Tract 10029, lots 1 to 80.
- 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 2-1124. Those improvements are landscaping and related irrigation to be located at the City's right of way for the Permittee.
- D. Replacement, operation and maintenance responsibilities of the sewer system (within the subdivision down to sanitary sewer manhole 14 on sheet C4, etc. of plans 2-1124) belongs to the Permittee.
- E. Replacement, operation and maintenance responsibilities of storm drain system (up to storm drain manhole 2 and up to storm drain catch basin 18 within Sinclair Frontage Road, within the subdivision and downstream to the mechanical media filter structure connection to the City's existing 24" storm

drain pipe as shown on sheet C4, etc. of plans 2-1124) belongs to the Permittee.

F. Exhibits A is hereby incorporated herein by this reference as though fully set forth at length.

G. 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 7 day of NOV, 20 12, at Milpitas, California.

PERMITTEE:

BROOKFIELD BELCOURT LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]

David Luebke
Vice President
Chief Financial Officer
Brookfield Belcourt LLC
500 La Gonda Way, Suite 100
Danville, CA 94526

BY: [Signature]
KEVIN POHLSON
VP.

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

Date: _____

By _____
Thomas C. Williams, City Manager

Attest:

Mary Lavelle, City Clerk

Approved as to form:

Michael J. Ogaz, City Attorney

Recommended by:

~~Greg Armendariz, Public Works Director~~

Kathleen Phalen

ALL PURPOSE ACKNOWLEDGMENT

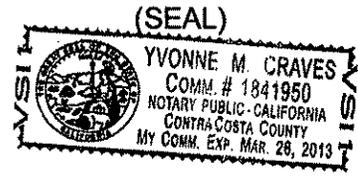
State of California)
County of Contra Costa s.s.

On May 4, 2012, before me, Yvonne M. Craves, Notary Public personally appeared Dave Luebke + Kevin Pohlson

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.

Yvonne M Craves
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: _____

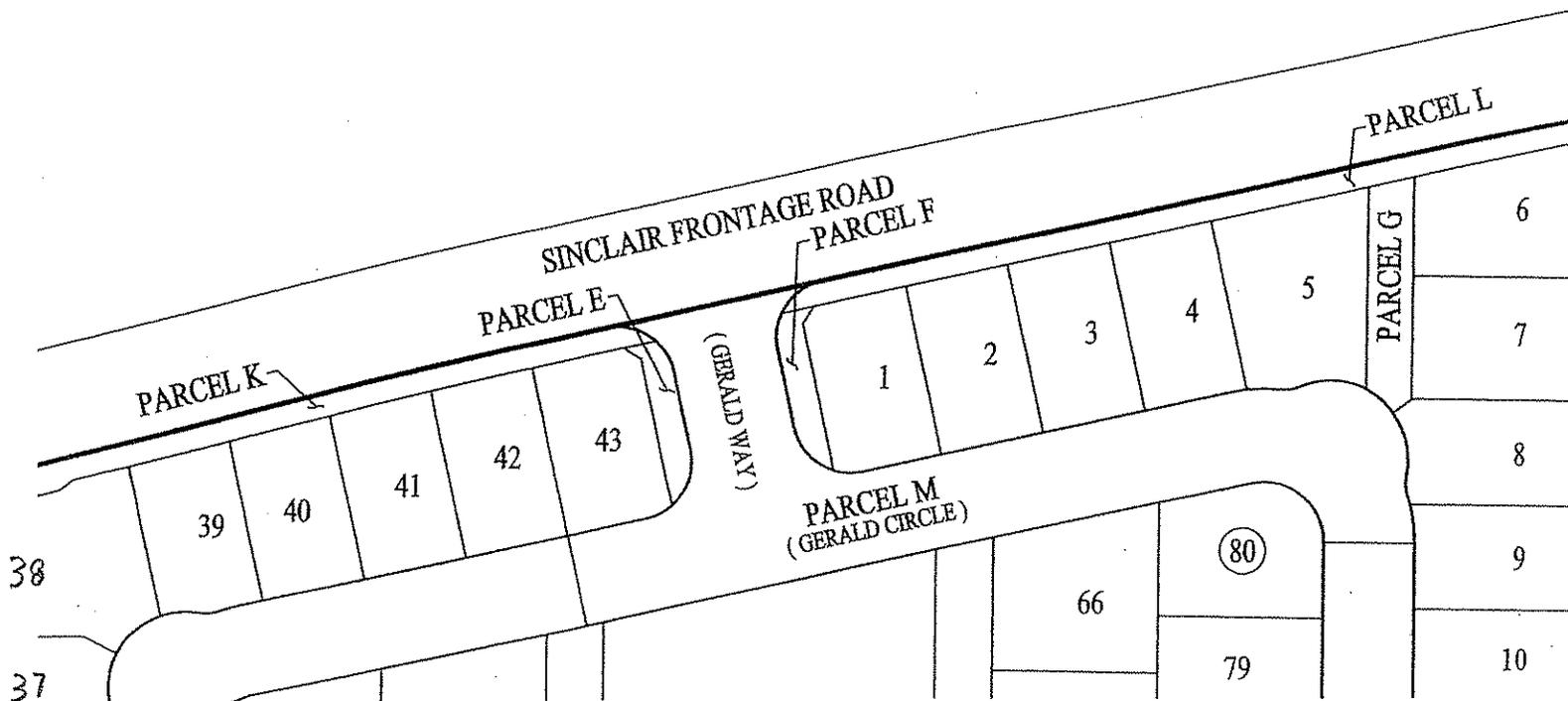
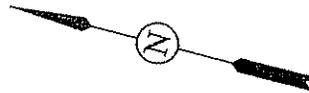
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

Exhibit "A"

The encroachment is for the installation of landscaping and related irrigation system and related underground facilities (sanitary sewer and storm drain) for the benefit of the adjacent tract.

The encroachment areas are along parcel K and L of the subject final map, Tract 10029.

The tract soundwall shall be kept clear of parcel K and L, location of existing 10' wide public service utility easement.



TRACT 10029
SINCLAIR RENAISSANCE

BEING A SUBDIVISION OF PARCELS 1 AND 4 OF THE PARCEL MAP FILED IN BOOK 513 OF MAPS AT PAGE 10, PARCELS 2A AND 3A OF THE LOT LINE ADJUSTMENT FILED IN DOCUMENT NO. 9385942 O.R., AND PARCEL 4 OF THE PARCEL MAP FILED IN BOOK 337 OF MAPS AT PAGE 35.

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
CARLSON, BARBEE AND GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SAN RAMON, CALIFORNIA

MAY 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. EASEMENTS "A", "B", "C", "D", AND "F", AND EASEMENTS OVER, UNDER AND ACROSS PARCELS 'A', 'B', 'D', 'E', 'F', 'H', 'I', 'J', AND 'M' FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
2. EASEMENTS OVER, UNDER AND ACROSS PARCELS 'A', 'B', 'D', 'H', 'I', 'J', AND 'M' FOR EMERGENCY VEHICLE ACCESS (EVAE) AND WATER LINE EASEMENT (WLE) PURPOSES.

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

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSES, VISITORS, AND TENANTS WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS GOVERNING THIS SUBDIVISION THE FOLLOWING:

1. PARCELS 'A', 'B', 'G', 'H', 'I', 'J', AND 'M' FOR PRIVATE STREET PURPOSES.
2. PARCELS 'C', 'D', 'E', 'F', 'K', AND 'L' FOR PRIVATE OPEN SPACE PURPOSES.
3. EASEMENT "E" FOR PRIVATE STORM DRAIN PURPOSES (PSDE). EASEMENT "E" SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

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:
BROOKFIELD BELCOURT 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, SABRINA KYLE PACK, 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 JUNE 2009, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MISSION PEAK HOMES, INC, IN JUNE 2006, 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 2014, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____

SABRINA KYLE PACK
P.L.S. NO. 8164



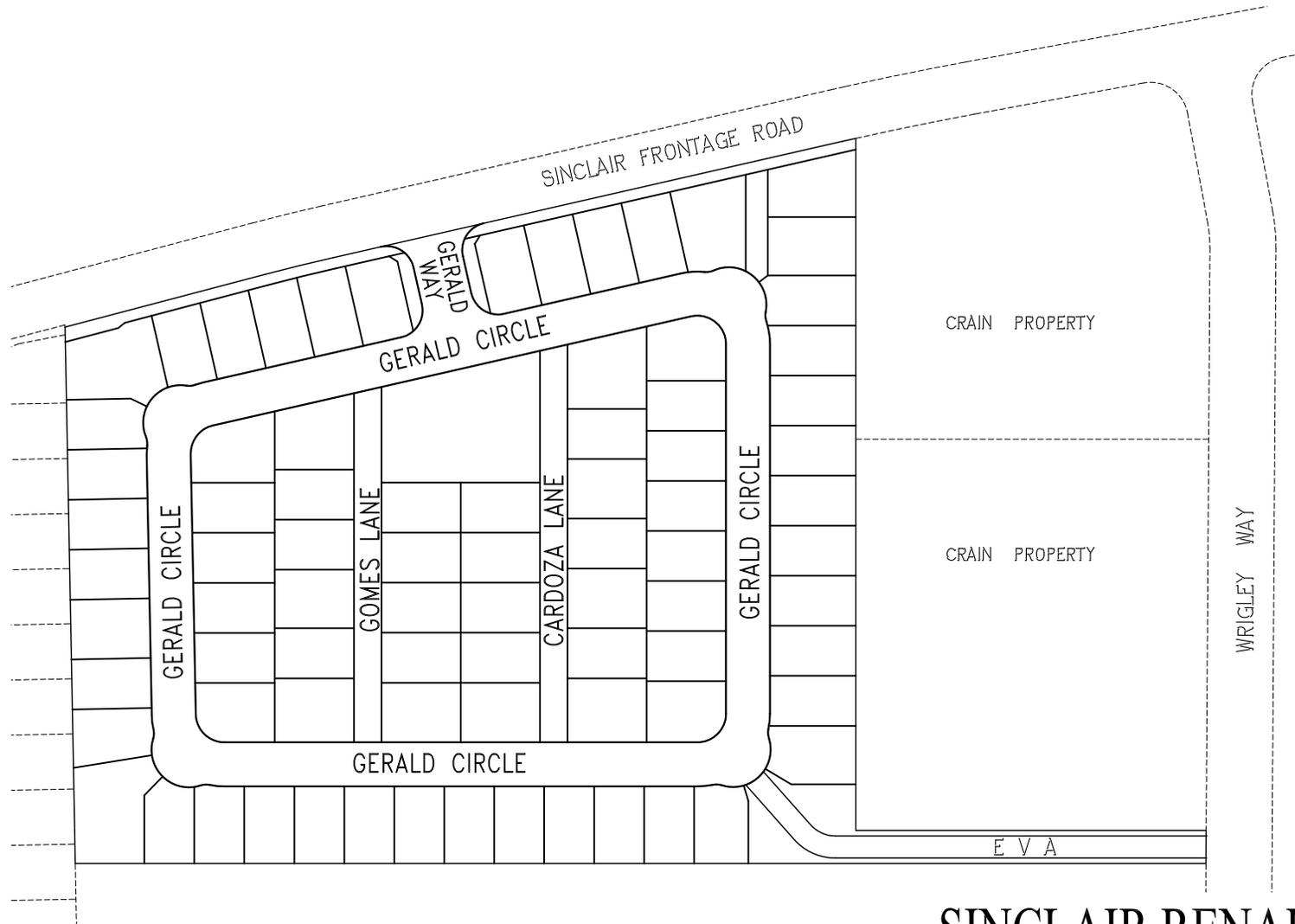
RECORDER'S STATEMENT

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

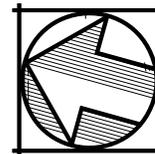
BY: _____
DEPUTY



SINCLAIR RENAISSANCE STREET NAME EXHIBIT

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: 5/18/2012



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

6111 BOLLINGER CANYON ROAD, SUITE 150 (925) 866-0322
SAN RAMON, CALIFORNIA 94583 FAX (925) 866-8875
SAN RAMON • LATHROP