

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MILPITAS AND SCS DEVELOPMENT CORPORATION FOR FINAL TRACT MAPS NOS. 10060 AND 10061 (MONTAGUE VILLAGE TOWNHOMES AND AMALFI APARTMENTS PROJECTS), FINAL TRACT MAPS NOS. 10060 AND 10061 WITH THE RECOMMENDED STREET NAMES, AND PUBLIC IMPROVEMENT PLANS 2-1172 AND 2-1164 FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS AS PART OF FINAL TRACT MAPS NOS. 10060 AND 10061**

**WHEREAS**, the City Council adopted Resolution No. 8132 on November 1, 2011 approving Site Development Permit Amendment No. SA11-0005, Major Tentative Map Amendment No. TM11-0001, and Conditional Use Permit Amendment No. UA-0008 for the Citation Residential Project at 1200 Piper Drive (the “Project”); and

**WHEREAS**, the Project will consist of 94 townhomes and 638 apartments, totaling 732 dwelling units, off-site improvements, and a 2.74 acre public park; and

**WHEREAS**, SCS Development Corporation will construct the public improvements as identified in Public Improvement Plans 2-1172 and 2-1164 consisting of new City streets, sidewalks, lighting, landscaping, sewers, and storm drain systems; and

**WHEREAS**, SCS Development Corporation has submitted all required and supporting documents for City of Milpitas review and approval and City staff has completed its review of the plans, tract maps, and supporting documents and determined they satisfy the City of Milpitas requirements for this Project.

**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. The Subdivision Improvement Agreement between the City of Milpitas and SCS Development Corporation (Exhibit 1 hereto) for Final Tract Maps Nos. 10060 and 10061 (Montague Village Townhomes and Amalfi Apartments projects), Final Tract Maps Nos. Tracts 10060 and 10061 with the recommended street names, and Public Improvement Plans 2-1172 and 2-1164 for construction of public improvements as part of Final Tract Maps Nos. 10060 and 10061 are hereby approved.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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

Subdivider: SCS Development Citation Homes Central

Project Name: Citation

File No. : 100.01.232 & 235

Private Job Account No.: 2527

Improvement Plan No.: 2-1164 & 2-1172

Tract Nos: 10060 and 10061

Council Approval Date: 9/17/13

Completion Period: 3 years

## CITY OF MILPITAS

### SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_ 2013, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and (hereafter referred to as "SUBDIVIDER"):

#### RECITALS

- A. SUBDIVIDER desires to develop certain land in the CITY in accordance with final maps filed with the Milpitas City Council, marked and designated Tract Nos. 10060 and 10061 (Citation).
- B. Said map shows certain streets, easements, and park which are offered for dedication for public use.

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

- 1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the **Improvement Plan No. 2-1172 (CB&G Plans) consisting of approximately \_\_\_\_\_ sheets, and Improvement Plan No. 2-1164 (BKF Plans) consisting of approximately \_\_\_\_\_ sheets,** and specifications approved by said City Council on \_\_\_\_\_, including setting survey monuments and identified by Project/Agency Fund Account No. 2527 (hereby referred to and made a part hereof the same as if set forth at length herein), and as set fourth in the conditions of approval for the SUBDIVIDER.
  - a. SUBDIVIDER will be credited for the construction of public improvements as identified in the Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09.
  - b. SUBDIVIDER under a separate amended agreement will be credited for the design and construction of the Public Park as identified in the Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09. The Public Park shall be under construction prior to or concurrent with the occurrence of the issuance of the 280<sup>th</sup> building permit for the Citation Parcel (Amalfi Apartments Phase 1)
  - c. SUBDIVIDER will be credited for the design and construction of the Recycled Water main on South Milpitas Boulevard between Gibraltar Drive and Garden Street, and from Garden Street at Milpitas Boulevard to Piper Drive (per DB No. 20 in Table B-1 of December 12, 2012 Updated

TASP fee). Subdivider shall receive an imbursement for the **not to exceed amount of \$287,320.00.**

- d. SUBDIVIDER under a separate amended agreement shall design and construct traffic signal installation at Milpitas Boulevard and proposed public street (Garden Street).
2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him/her in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the CITY.
4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. SUBDIVIDER agrees that it will carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to, **Citation Homes Central** and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

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

6. All said improvements shall be completed and ready for final inspection by the CITY **within 36 months of the date of execution of this Agreement.** If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
7. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of XXXXXXXXX thousand DOLLARS (\$XXXXXXXXXX) **for public improvements 2-1172 and 2-1164**, conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.

8. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
9. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **XXXXXXXXX thousand DOLLARS (\$XXXXXXXXXX)** for public improvements **2-1172 and 2-1164**, inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
10. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
11. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
12. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.
13. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:
  - a) In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.
  - or
  - b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the

event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.

14. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
15. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 3222 for this purpose with additional deposits as required by CITY.

Project: Montague Village (94 Townhomes)

A1. Fees to be paid upon execution of this agreement are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P2527-13-2500	TBD
2	Improvement Reimbursement Fee (Milpitas Blvd.)	310-3614-xx70	TBD
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$XXXXXXX</b>

B1. Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: <i>(based on 94 units @ \$1,910 per unit)</i>	402-3715	\$179,540.00
2	Potable Water Meter Fee:	400-3662	TBD
3	Water System Capacity Impact Fee (Fee is as of July 2012, and shall be adjusted per ENR Cost Index at time of payment)	402-3718	N/A
4	Recycled Water Meter Fee:	406-3622	TBD
5	Sewer Connection Fee: <i>(based on 94 units @ \$1,908 per unit)</i>	452-3715	\$179,352.00
6	<b>Tentative Map Condition No. 17- Contribution towards the upsizing of the sewer line on Curtis Ave. (Sewer 11E)</b>	452-3718	<b>TBD</b>
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A
8	Storm Drain Connection Fee: <i>(based on 16 acres @ \$16,771 per acre)</i>	340-3711	\$268,336.00
9	Transit Area Specific Plan Impact Fees <i>(94 units @ \$29,012 per unit)</i>	350-3718	\$2,727,128.00
10	Park site Fee 1. Park Dedication In-Lieu Fee 2. PUD Park Fee	320-3712	N/A
11	Permit Automation Fee (2.5% of B1-B10)	505-3601	\$83,859.00
		<b>Total =</b>	<b>\$3,438,215.00</b>

C1. Estimated Credits and/or Reimbursements due to SUBDIVIDER:

	TASP Credits and Other Reimbursements	Initial "Budgeted" Credit
1	Recycled Water (per DB No. 20 in Table B-1 of Dec. 12, 2012 Updated TASP fee)	N/A
2	Public Streets per Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09	N/A
3	Public Park Land Credit (1.2 acres @ \$58 per SF)	N/A
4	Public Park Improvements	N/A
5	Traffic Signal at Garden St. and Milpitas Blvd. (56% of \$288,000)	N/A
	<b>Total =</b>	<b>\$0.00</b>

Project: Amalfi Apartments (378 Apartments Phase 1)

A2. Fees to be paid upon execution of this agreement are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P2527-13-2500	TBD
2	Improvement Reimbursement Fee (Milpitas Blvd.)	310-3614-xx70	TBD
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$XXXXXXX</b>

B2. Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: <i>(based on 378 units @ \$1,164 per unit; and \$14,328 per acre credit (16 acres)</i>	402-3715	\$210,744.00
2	Potable Water Meter Fee:	400-3662	TBD
3	Water System Capacity Impact Fee (Fee is as of July 2012, and shall be adjusted per ENR Cost Index at time of payment)	402-3718	N/A
4	Recycled Water Meter Fee:	406-3622	TBD
5	Sewer Connection Fee: <i>(based on 378 units @ \$1,406 per unit; and \$20,448 per acre credit (16 acres)</i>	452-3715	\$204,300.00
6	<b>Tentative Map Condition No. 17- Contribution towards the upsizing of the sewer line on Curtis Ave. (Sewer 11E)</b>	452-3718	<b>TBD</b>
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A
8	Storm Drain Connection Fee: <i>(based on 16 acres @ \$16,771 per acre)</i>	340-3711	Paid with Townhomes
9	Transit Area Specific Plan I mpact Fees <i>(378 units @ \$29,012 per unit)</i>	350-3718	\$10,966,536.00
10	Park site Fee 1. Park Dedication In-Lieu Fee 2. PUD Park Fee	320-3712	N/A
11	Permit Automation Fee (2.5% of B1-B10)	505-3601	\$284,540.00
		<b>Total =</b>	<b>\$11,666,120.00</b>

C2. Estimated Credits and/or Reimbursements due to SUBDIVIDER:

	TASP Credits and Other Reimbursements	Initial "Budgeted" Credit
1	Recycled Water (per DB No. 20 in Table B-1 of Dec. 12, 2012 Updated TASP fee)	\$287,320.00
2	Public Streets per Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09	TBD
3	Public Park Land Credit (1.2 acres @ \$58 per SF)	\$3,031,776.00
4	Public Park Improvements	TBD
5	Traffic Signal at Garden St. and Milpitas Blvd. (56% of \$288,000)	TBD
	<b>Total =</b>	<b>\$3,319,096.00</b>

Project: 260 Apartments (Phase 2)

A3. Fees to be paid upon execution of this agreement are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P2527-13-2500	\$XXXXXXXX
2	Improvement Reimbursement Fee (Milpitas Blvd.)	310-3614-xx70	\$XXXXXXXX
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$XXXXXXXX</b>

B3. Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: (based on 260 units @ \$1,164 unit)	402-3715	\$302,640.00
2	Potable Water Meter Fee:	400-3662	TBD
3	Water System Capacity Impact Fee (Fee is as of July 2012, and shall be adjusted per ENR Cost Index at time of payment)	402-3718	N/A
4	Recycled Water Meter Fee:	406-3622	TBD
5	Sewer Connection Fee: (based on 260 units @ \$1,406 per unit)	452-3715	\$365,560.00
6	<b>Tentative Map Condition No. 17- Contribution towards the upsizing of the sewer line on Curtis Ave. (Sewer 11E)</b>	452-3718	?????
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A
8	Storm Drain Connection Fee: (based on 16 acres @ \$16,771 per acre)	340-3711	Paid with Townhomes
9	Transit Area Specific Plan Impact Fees (260 units @ \$29,012 per unit)	350-3718	\$7,543,120.00
10	Park site Fee 1. Park Dedication In-Lieu Fee 2. PUD Park Fee	320-3712	N/A
11	Permit Automation Fee (2.5% of B1-B10)	505-3601	\$205,283.00
		<b>Total =</b>	<b>\$8,416,603.00</b>

C3. Estimated Credits and/or Reimbursements due to SUBDIVIDER:

	TASP Credits and Other Reimbursements	Initial "Budgeted" Credit
1	Recycled Water (per DB No. 20 in Table B-1 of Dec. 12, 2012 Updated TASP fee)	N/A
2	Public Streets per Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan (Piper/Montague Subdistrict) recorded 9/10/09	N/A
3	Public Park Land Credit (1.2 acres @ \$58 per SF)	N/A
4	Public Park Improvements	N/A
5	Traffic Signal at Garden St. and Milpitas Blvd. (56% of \$288,000)	N/A
	<b>Total =</b>	<b>N/A</b>

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

26. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

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

\*Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MILPITAS

SUBDIVIDER:

By: \_\_\_\_\_  
Thomas C. Williams, City Manager

Citation Homes Central  
By:

\*\*By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Michael J. Ogaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Keyvan Irannejad, Chief Building Official

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

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

## **EXHIBIT "A"**

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees prior to Building Permit issuance.
2. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.
3. The Subdivider agrees to execute a petition to annex and establish, with respect to the property, the Special taxes levied by a Community Facility District 2008-1 (CFD 2008-1) for the purpose of maintaining the public services, upon execution of this Agreement.
4. The subdivider agrees to pay the City 2.5% Permit Automation Fee for the applicable fees.
5. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

**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: \_\_\_\_\_

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

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of XXXXXXXXXXXXXXXX DOLLARS (\$XXXXXX.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2013.

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

SUBDIVIDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(type name and office)

BY: \_\_\_\_\_  
(type name and office)

Address of Surety: \_\_\_\_\_  
\_\_\_\_\_

**VERIFICATION**

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

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Type Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2013. )  
)  
)  
)  
)  
)

**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:  
\_\_\_\_\_

**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:

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 **XXXXXXXXX thousand DOLLARS (\$XXXXXXXX.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 \_\_\_\_\_, 2013.

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

SUBDIVIDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(type name and office)

BY: \_\_\_\_\_  
(type name and office)

Address of Surety: \_\_\_\_\_

**VERIFICATION**

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

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Type Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2013. )  
 )  
 )  
 )  
 )  
 )

**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: SCS Development Citation Homes Central  
Project Name: Citation

Project No.: PJ2527  
Bond No.: \_\_\_\_\_

**CITY OF MILPITAS  
SURVEY MONUMENTATION BOND**

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2013.

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

SUBDIVIDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(write name)

BY: \_\_\_\_\_  
(type name and office)

BY: \_\_\_\_\_  
(type name and office)

Address of Surety: \_\_\_\_\_

**VERIFICATION**

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

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Type Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2013. )

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:  
\_\_\_\_\_

**CITY OF MILPITAS**

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

(Subdivision)

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

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

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

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

By: \_\_\_\_\_

\_\_\_\_\_  
Official Title

On behalf of: \_\_\_\_\_  
Contractor

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

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS.

**CITY OF MILPITAS**  
**CERTIFICATE OF WORKER'S COMPENSATION INSURANCE**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)

Address: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Type Name)

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013. \*\*

\_\_\_\_\_  
Authorized Signatory (Sign)

\_\_\_\_\_  
(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a  
Notary Public, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type Name)

**CERTIFICATE OF GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE**

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

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

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

Insurance Company	Address of Signatory:
Authorized Signature (Sign)	
Authorized Signature (Type)	

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

**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013. \*\*

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Sign)

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

FORM APPROVED: \_\_\_\_\_, 2013, by \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS  
TRACTS 10060 AND 10061 (“CITATION PROJECT”) INTO CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1, ANNEXATION NO. 4**

**WHEREAS**, SCS Development Co., a California Corporation, is the owner of certain real property commonly known as Tracts 10060 and 10061 (APN Nos. 086-32-037 and 086-32-040), more specifically described in the annexation map attached as Exhibit 1.A. to this Resolution; and

**WHEREAS**, on November 1, 2011, the City Council adopted Resolution No. 8132 approving Site Development Permit Amendment No. SA11-0005, Major Tentative Map Amendment No. TM11-0001, and Conditional Use Permit Amendment No. UA-0008 for the Citation Residential Project to construct 94 townhomes and 638 apartments, totaling 732 dwelling units, off-site improvements, a 2.74 acre public park, private streets, and associated common area improvements located on 16 acres at 1200 Piper Drive; and

**WHEREAS**, the City Council adopted Resolution Nos. 7815 and 7816 on January 9, 2009 and Ordinance 278 on January 29, 2009 to create the City of Milpitas Community Facilities District No. 2008-1 (“CFD 2008-1”) 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 2008-1 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 2008-1 in the future without additional hearings, upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or those parcels are annexed, pursuant to Government Code Section 53339.7; and

**WHEREAS**, SCS Development Co., a California Corporation, now voluntarily seeks to annex its property to CFD 2008-1 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 Nos. 086-32-037 and 086-32-040 into CFD 2008-1 has been given, as set forth in the Consent and Election to Annex Real Property To An Existing Community Facilities District, attached hereto as Exhibit 1 and fully incorporated herein. 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. 4, as described in Exhibit 1.A., is now added to and becomes a part of CFD 2008-1. 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 2008-1 in any given fiscal year. Exhibit 2 attached hereto is provided to show all parcels that have been annexed to the CFD 2008-1.

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 \_\_\_\_\_, 2013 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. 2008-1 (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: *SCS Development Co., a California Corporation*

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. 2008-1 (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 2008-01 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2008-1 before the CFD was created and such Services may not supplant services already available within CFD 2008-1 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 January 6, 2009, 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 \_\_\_\_ day of \_\_\_\_\_, 2013, in \_\_\_\_\_, California.

**SCS Development Co., a California Corporation**

BY:   
Name, Title *Stephen E. Schott, Vice President*

**Note:**

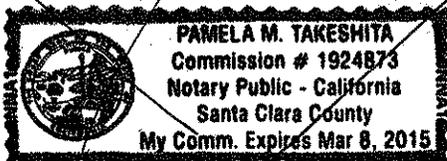
1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.

# NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA ) COUNTY OF  
SANTA CLARA) ss.

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

WITNESS my hand and official seal



Notary Public (This area for official notaries seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On September 5 2013 before me, Pamela M. Takeshita, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Stephen E. Schott

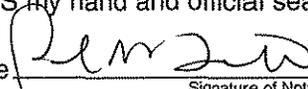
Name(s) of Signer(s)

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.

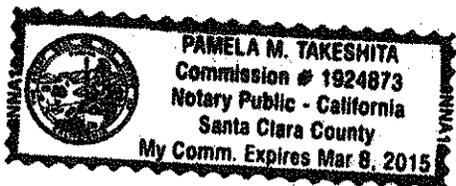
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

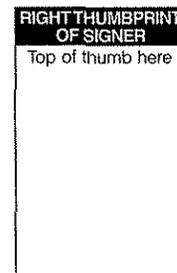
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

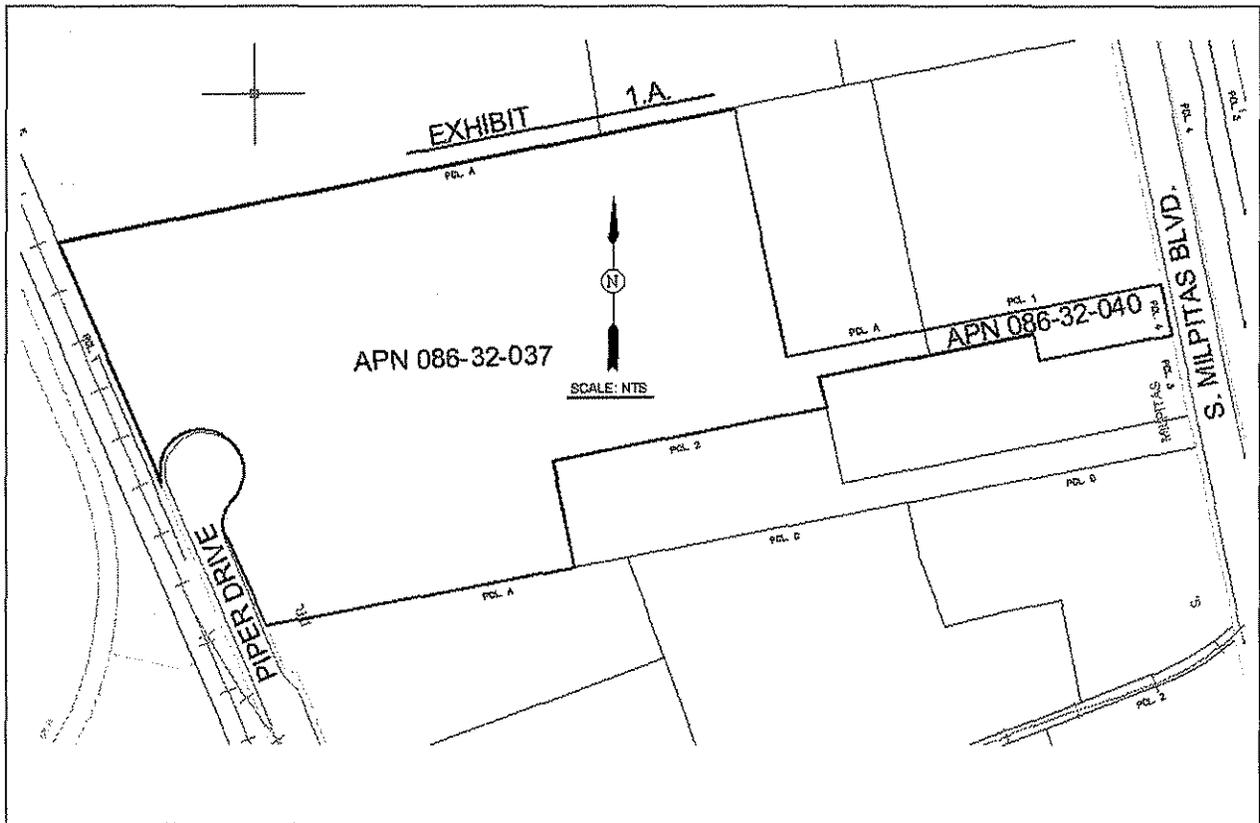


**EXHIBIT 1.A.**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY  
TO AN EXISTING COMMUNITY FACILITIES DISTRICT  
CITY OF MILPITAS COMMUNITY FACILITIES  
DISTRICT NO. 2008-1 (PUBLIC SERVICES)**

**ANNEXATION No. 4**

<b>Assessor Parcel No.</b>	<b>Owner</b>
086-32-037 and 086-32-040	SCS Development Co., a California Corporation



**EXHIBIT 1.A.**

**EXHIBIT 1.B.**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO  
AN EXISTING COMMUNITY FACILITIES DISTRICT  
CITY OF MILPITAS COMMUNITY FACILITIES  
DISTRICT NO. 2008-1 (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. 2008-1 (Public Services) ("CFD No. 2008-1"), and collected each Fiscal Year commencing after adoption of CFD 2008-1, 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. 2008-1, 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. 2008-1: 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. 2008-1 or any designee thereof of complying with City, CFD No. 2008-1 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. 2008-1 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. 2008-1 for any other administrative purposes of CFD No. 2008-1, 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.

**"Annexation Parcel"** means any parcel that is annexed to the CFD after it is formed.

**"Annual Costs"** means for each Fiscal Year, the total of 1) Authorized Services 2) Administrative Expenses; and 3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

**"Authorized Services"** mean those services, as listed in the resolution forming the CFD.

**"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.

**"Base Year"** means the Fiscal Year beginning July 1, 2009 and ending June 30, 2010.

**"Certificate of Occupancy"** means a certificate issued by the City that authorizing the occupancy of a Dwelling Unit.

**"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"** means City of Milpitas Community Facilities District No. 2008-1 (Public Services) of the City.

**"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. 2008-1.

**"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 January 1, 2009.

**"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. 2008-1 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. 2008-1 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. 2008-1 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.

**“Second Family Unit”** means an attached or detached additional residential dwelling unit on a single-family residential Developed Parcel. The Second-Family Unit is not considered a Dwelling Unit in terms of assigning the Maximum Annual Special Tax.

**“Services”** means services that CFD No. 2008-1 is authorized to fund. These services may include: a) police protection services, criminal justice services-jails, detention facilities and juvenile halls, b) fire protection & suppression services and ambulance & paramedic services, c) maintenance and lighting of parks, parkways, streets, roads, street landscaping and open space, d) flood and storm protection services-operation and maintenance of storm drainage systems, and e) services related to removal and remedial action for cleanup of any hazardous environmental substances.

**“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. 2008-1 to pay for certain costs as required to meet the needs of CFD No. 2008-1 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.

**“Tax Category”** means the four categories of housing Dwelling Units shown in Table 1.

**“Tax Collection Schedule”** means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

**“Tax Escalation Factor”** means an annual percentage increase in the Maximum Annual Special Tax Rate per Unit based upon the Consumer Price Index (CPI) (as of February, San Francisco, All Urban Consumers (CPI-U) Index), the CPI (prior calendar year annual average, San Francisco, All Urban Wage Earners and Clerical Workers), or 2 percent, whichever is greater. The Tax Escalation Factor is applied each Fiscal Year following the Base Year.

**“Taxable Parcel”** means any Parcel that is not a Tax-Exempt Parcel

**“Tax-Exempt Parcel”** means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are Public Parcels (subject to the limitations set forth below), Undeveloped Parcels, and nonresidential use parcels, such as commercial, office, industrial, etc.

**“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. 2008-1, 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 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 Base Year 2009-10  
Community Facilities District No. 2008-1**

Land Use Class	Land-Use Type	Maximum Special Tax Per Dwelling Unit
1	Market-Priced Residential Property	\$510.00
2	Low- Income Affordable Housing (80% of Market)	\$408.00
3	Very Low-Income Affordable Housing (50% of Market)	\$255.00
4	Extremely Low-Income Affordable Housing	\$0.00

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2010, 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 2010-11 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.

**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. 2008-1 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. 2008-1  
(PUBLIC SERVICES)**

**ANNEXATION NO. 4**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at MILPITAS, California.

---

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

**SHEET 1 OF 1**

Filed in the office of the City Clerk of the City of Milpitas this \_\_\_ day of \_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk, City of Milpitas

I hereby certify Annexation Map No. 4 as shown within the boundaries of City of Milpitas Community Facilities District No. 2008-1 (Public Services) as originally recorded of maps of assessment and community Book 44 Page 30 Facilities District, O.R., 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 \_\_\_\_, 2013, by its Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
City Clerk, City of Milpitas

Filed this \_\_\_ day of \_\_\_\_, 2013, 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. 2008-1 is co-terminous with the boundary of the City of Milpitas in \_\_\_\_, 2013.

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 2008-1 : 08632033, 08632034, 08632035, 0832036

Map No. 1: 08641020, 08641021, 08641022

Map No. 2: 08636043

Map No. 3: 08633094, 08633095, 08633098, 08633099

Map No. 4: 08632037 and 0863240

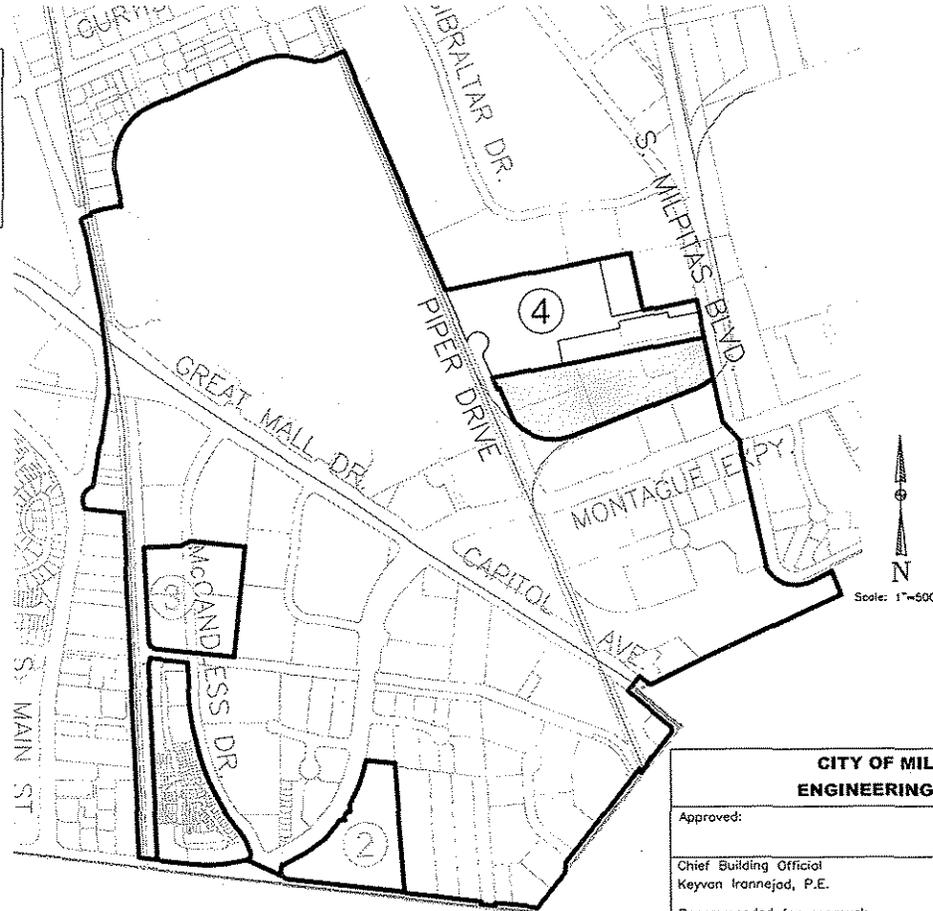
and all publicly owned areas in the City of Milpitas landscaped or capable of being landscaped, such as parks, parkways, street medians, interchange areas, light rail areas, open space and all similar areas. All other areas depicted on this map indicate territory that may be annexed to the Community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

**EXHIBIT 2**

**ANNEXATION MAP NO. 4 AND UPDATE OF ANNEXATION MAP NO. 3 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES), COUNTY OF SANTA CLARA STATE OF CALIFORNIA AS RECORDED IN BOOK 44 PAGE 30 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, O.R., SANTA CLARA COUNTY**

**Legend**

-  Location of Initial Formation (Assessor Parcel No. 08632033, 08632034, 08632035, 08632036)
-  Boundary of CFD 2008-1
-  Annexation No.



CITY OF MILPITAS ENGINEERING DIVISION	
Approved:	
Chief Building Official Keyvan Irannejad, P.E.	Date
Recommended for approval:	
Land Development Engineer Ebbly Sahrabi, P.E.	Date
Drawn By: F.H. File No. CFD 2008-1 Sheet 1 of 1	

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PIPER MONTAGUE) AND TO LEVY A SPECIAL TAX THEREIN AND TO INCUR A BONDED INDEBTEDNESS TO PAY FOR CERTAIN PUBLIC FACILITIES AND DECLARING ITS OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF DEBT**

**WHEREAS**, the City Council of the City of Milpitas (the “City Council”) has adopted local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code) (the “Act”); and

**WHEREAS**, the City Council has duly considered the advisability and necessity of establishing a community facilities district pursuant to the Act encompassing the Piper/Montague Subdistrict area and levying a special tax therein to finance the acquisition and construction costs of certain public capital facilities; and

**WHEREAS**, the City Council has determined that the establishment of the proposed community facilities district is consistent with and follows the City’s goals and policies for use of the Act; and

**WHEREAS**, the City Council intends to finance all or a portion of the Facilities on a long-term basis through the issuance of bonds, the payment of the principal of and interest on which will be secured by the special tax that the City Council has proposed to levy in the District; and

**WHEREAS**, the City expects to pay certain project costs prior to the issuance of the Bonds and, in order to obtain favorable treatment of expenditures of proceeds of the bonds used to reimburse the City’s prior expenditures, Treasury Regulations section 1.150-2 requires the City to declare its official intent to reimburse such prior project costs expenditures with proceeds of debt.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milpitas that:

1. **Recitals.** The above recitals are true and correct.
2. **Intent to Establish Community Facilities District.** The City Council hereby declares that it proposes and intends to establish a community facilities district pursuant to the provisions of the Act, in the manner described below.
3. **Description of Boundaries.** The proposed boundaries of the community facilities district are shown on a map on file in the office of the City Clerk. The City Council hereby directs the City Clerk to endorse the certificates set forth on the map indicating its filing in the office of the City Clerk and evidencing the date and adoption of this resolution. The City Council further directs the City Clerk to record a copy of the map with the Santa Clara County Recorder within 15 days after the adoption of this resolution, in accordance with the provisions of Section 3111 of the California Streets and Highways Code.
4. **Name of the Community Facilities District.** The community facilities district proposed to be formed shall be known as the “City of Milpitas Community Facilities District No. 2013-1 (Piper Montague)” (the “District”).
5. **Description of Public Facilities.** The facilities proposed to be financed by the District, which include completed facilities (the “Facilities”), are described in Exhibit B hereto. The Facilities have a useful life of five years or longer. The cost of financing the acquisition and construction of the Facilities includes “incidental expenses,” which include the cost of planning and designing the Facilities and environmental evaluations thereof; costs associated with the creation of the District, issuance of bonds, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District; and any other expenses incidental to the design, construction, completion, and inspection of the Facilities.
6. **Levy of Special Tax.** Except where funds are otherwise available, a special tax sufficient to pay the costs of the Facilities (including incidental expenses and debt service on bonds issued to finance the Facilities), secured by

recording of a continuing lien against all nonexempt real property in the District, will be levied annually within the District. The rate, method of apportionment, and manner of collection of the special tax are specified in Exhibit A. Exhibit A specifies the conditions under which the special tax may be prepaid and permanently satisfied. Exhibit A also specifies the year after which no further special tax shall be levied against any parcel used for private residential purposes. Under no circumstances will the special tax levied against any parcel used for private residential purposes be increased by more than ten percent as a consequence of delinquency or default by the owner of any other parcel or parcels of land within the District.

7. **Declaration of Necessity to Incur Debt.** In order to finance the acquisition and construction costs of the Facilities and the incidental expenses thereof, it is necessary to incur bonded indebtedness.

8. **Purpose of Debt.** The proposed bonded indebtedness would be incurred for the purpose of construction and acquisition of the Facilities, payment of the incidental expenses of such construction and acquisition, payment of the costs and issuance of the bonds, funding capitalized interest, funding a debt service reserve fund, repayment of funds advanced, and payment of other costs authorized by the Act.

9. **Amount of Proposed Debt.** The amount of the proposed bonded indebtedness to be incurred is \$10,000,000.

10. **Official Intent.** The City hereby states that it reasonably expects to reimburse its expenditures on project costs with proceeds of debt to be incurred by the City. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2. This Resolution does not bind the City to make any expenditure of project costs or to incur any debt for the project costs.

11. **Repayment of Advances.** To the extent that the proceeds of any bonds issued are sufficient therefor (as determined by the City), the City proposes to repay all or a portion of any funds or work in-kind advanced by the owners of the property in the Piper/Montague District area for infrastructure costs.

12. **Public Hearing.** The City Council hereby fixes 7:00 p.m., or as soon thereafter as practicable, on Tuesday, November 5, 2013 at the regular meeting place of the City Council, City Council Chambers, 455 East Calaveras Boulevard, Milpitas, California, as the time and place for a consolidated public hearing on the questions of the establishment of the District and the incurrence of bonded indebtedness.

13. **Notice of Hearing.** The City Council directs the City Clerk to publish a notice of the consolidated hearing, in substantially the form attached hereto as Exhibit C, once not later than seven days prior to the date fixed for the hearing, in a newspaper of general circulation published in the area of the District.

14. **Hearing Report.** The City Council directs the City Engineer or his or her designee to study the proposed District and, at or before the time of the hearing, to cause to be prepared and filed with the City Council a report containing a brief description of the facilities by type that will in his opinion be required to adequately meet the needs of the District, his estimate of the cost of providing those public facilities; the fair and reasonable cost of any of the facilities to be purchased; and the fair and reasonable cost of incidental expenses to be incurred in connection therewith.

15. **Description of Proposed Voting Procedures.** If, at the conclusion of the public hearing, the City Council adopts a resolution establishing the District, the City Council proposes to order an election by mailed ballot and submit the question of the levy of the special tax, the incurrence of bond indebtedness, and the establishment of an appropriations limit for the District to the qualified electors. The City Council hereby determines that the Facilities are necessary to meet increased demands placed upon the City and other local agencies as a result of development occurring within the boundaries of the District. Because fewer than twelve registered voters currently reside within the District, the qualified electors shall be the Landowners within the District, and each Landowner who is the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such Landowner owns within the proposed District.

16. **Tender of Bonds for Payment of Taxes.** The City Council reserves to itself the right and authority to allow any interested owner of property within the District, subject to the provisions of Government Code section 53344.1

and to those conditions it may impose, and any applicable prepayment penalties as described in a fiscal agent agreement or comparable document providing for the issuance of bonds, to tender to the City's Finance Director in full payment or part payment of any installment of the special taxes or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013, 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 A

City of Milpitas

Community Facilities District No. 2013-1 (Piper Montague)

## DRAFT RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

---

### 1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2013-1 (Piper Montague) of the City of Milpitas (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

### 2. Definitions

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following, of the California Government Code.

**"Administrative Expenses"** means the actual or reasonably estimated costs related to the administration of the Community Facilities District (CFD), including these (to the extent they are applicable):

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.
- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Tax.
- j. Costs associated with the release of funds from an escrow account, if any.

- k. Costs to the City for the issuance of bonds authorized by this CFD that are not recovered through the bond sale proceeds.
- l. Amounts estimated to be advanced or advanced by the City for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.
- m. Costs associated with the review and updates of financing plans, engineering and planning studies, and the recalculation of the Special Tax rates.

**"Administrator"** means the Finance Director of the City, or his or her designee.

**"Annual Costs"** means, for any Fiscal Year, the total of these:

- a. Debt Service OR Annualized Costs of Remaining Unpaid Units to be paid from Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, as needed.
- d. The amount needed to fund current Special Tax delinquencies from previous Fiscal Years and anticipated delinquencies for the current Fiscal Year. Collections from prior delinquencies should be first used to offset the amount needed for current and future delinquencies.
- e. Less any available earnings on the reserve fund, Special Tax funds, or any other available revenues of the CFD or the City that may be used to fund Annual Costs.

**"Annualized Costs of Remaining Unpaid Units"** means the amount of Maximum Annual Special Tax per Planned Residential Unit assigned to a Taxable Parcel.

**"Assessor's Parcel Number"** means the Parcel or parcel number as recorded by the County Assessor on the equalized tax roll.

**"Authorized Facilities"** means those facilities to be financed as identified in the resolution forming the CFD. Authorized Facilities are further defined as those improvements defined as Shared Infrastructure Improvements and Storm Water Facilities in the Cost Sharing and Reimbursement Agreement.

**"Benefit Share"** means the Maximum Annual Special Tax for a Parcel divided by the Maximum Annual Special Tax Revenue.

**"Bond(s)"** means bond(s) issued or other indebtedness incurred by the City for the CFD under the Act.

**"Bond Indenture"** means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which any Bonds are issued.

**"Bond Reserve Fund"** means the Debt Service reserve fund established pursuant to the Bond Indenture.

**"Bond Share"** means the share of Bonds assigned to a Parcel as specified in **Section 7** of this Rate and Method of Apportionment of Special Tax.

**"Building Permit"** means the issuance of a City building permit for the construction of a residential unit or building in the CFD.

**"CFD"** means Community Facilities District No. 2013-1 (Piper Montague) of the City.

**"City"** means the City of Milpitas.

**"Constructing Owner"** means the property owner/developer that constructs Authorized Facilities within the CFD.

**"Cost Sharing and Reimbursement Agreement"** means the agreement entered in to by the City and property owners dated September 10, 2009 (Recorded as Document No. 20427520), as amended, within the CFD that defines the Authorized Facilities to be constructed and the method of reimbursement of costs incurred by the Constructing Owner through the Special Taxes of the CFD.

**"Council"** means the City Council of the City.

**"County"** means Santa Clara County.

**"Debt Service"** means the total amount of bond principal, interest, and the scheduled sinking fund payments of the Bonds.

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

**"Initial Completion Date"** means date upon which the City determines that the first phase of Authorized Facilities have been constructed by the Constructing Owner in accordance with the Cost Sharing and Reimbursement Agreement.

**"Maximum Annual Special Tax"** means the maximum amount of the Special Tax that is assigned in a Fiscal Year for a Taxable Parcel.

**"Maximum Annual Special Tax Revenue"** means the sum of the Maximum Annual Special Taxes that could be levied in a Fiscal Year on all Taxable Parcels.

**"Original Parcel"** means a Parcel identified in **Attachment 1** at formation of the CFD.

**"Outstanding Bonds"** means the total principal amount of Bonds that have been issued by the CFD and not retired or defeased.

**"Parcel"** means any Assessor's Parcel Number defining a parcel of land in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

**"Planned Residential Units"** means the number of Residential Units assigned to Original Parcels, as shown in **Attachment 1**.

**"PMIP"** means the Piper-Montague Infrastructure Payment as defined in the Cost Sharing and Reimbursement Agreement.

**"Prepayment"** means the permanent satisfaction of the Special Tax Obligation. When a Building Permit is issued for a Taxable Parcel within the CFD, the Special Tax Obligation will be permanently satisfied and the Parcel is reclassified as a Tax-Exempt Parcel. If a Taxable Parcel

that has been assigned Unpaid Units receives a request to the City to issue a Building Permit, the Special Tax Obligation must first be satisfied using the provisions of **Section 7**.

**"Remaining Planned Residential Units"** means the number of Planned Residential Units currently assigned to a Taxable Parcel, *minus* the number of Building Permits issued for the Taxable Parcel during a given Fiscal Year.

**"Repayment Period"** means the five Fiscal Years that the City will levy a Special Tax against all Unpaid Units remaining beginning in the Tax Levy Base Year.

**"Reserve Fund"** means the total amount held in the Bond Reserve Fund.

**"Reserve Fund Requirement"** means the amount required by the Bond Indenture to be held in the Bond Reserve Fund.

**"Reserve Fund Share"** means the amount on deposit in the Bond Reserve Fund, but in any event not to exceed the Reserve Fund Requirement, multiplied by the Benefit Share for a given Taxable Parcel.

**"Residential Unit"** means an individual dwelling unit created by the issuance of a City Building Permit. A Building Permit for a single family residential structure would have one Residential Unit. A Building Permits for an apartment building structure would have multiple Residential Units allocated to a Taxable Parcel.

**"RMA"** means the Rate and Method of Apportionment of the Special Tax.

**"Shared Infrastructure TASP Fee Credits"** means Transit Area Specific Plan development impact fees granted by the City to a Constructing Owner pursuant to Section 3.2.3 of the Cost Sharing and Reimbursement Agreement.

**"Special Tax(es)"** mean(s) any tax levy under the Act in the CFD.

**"Special Tax Obligation"** means the requirement of Taxable Parcels to pay the Special Tax each Fiscal Year until all Annual Costs have been satisfied.

**"Subdivision"** or **"Subdivided"** means a division of a Parcel into two or more Parcels through the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

**"Successor Parcel"** means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

**"Tax Collection Schedule"** means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

**"Tax Levy Base Year"** means the Fiscal Year beginning July 1 of the year that is seven years from when the Initial Completion Date has occurred.

**"Taxable Parcel"** means any Parcel that is a Parcel assigned Planned Residential Units, Remaining Planned Residential Units, and/or Unpaid Units.

**"Tax-Exempt Parcel"** means a Parcel not subject to the Annual Special Tax, such as a Parcel for which a Building Permit has been issued and has paid its PMIP or the Special Tax Obligation.

Tax-Exempt Parcels include Parcels owned by the City, State and Federal governments as well as Parcels owned by a public school or public school district.

**"Trustee"** means a nationally regulated banking association organized and existing under the laws of the United States.

**"Unpaid Unit(s)"** means a Taxable Parcel for which no Building Permit has been issued by July 1 of the Base Year.

### **3. Duration of the Special Tax**

The Special Tax will be levied and collected for as long as it is needed to pay Annual Costs. The Special Tax shall not be levied on any Parcel in the CFD after Fiscal Year 2059–2060.

When all Shared Infrastructure TASP Fee Credits have been reimbursed to the City through either the payment of the PMIP and/or the Special Tax Obligation and Annual Costs have been paid, the Special Taxes under this Special Tax programs shall cease to be levied. The City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. In addition, the Notice of Cessation of Special Tax shall identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

### **4. Administrative Tasks**

Administrative tasks required of the Administrator are discussed below.

- A. Assignment of the Maximum Annual Special Tax to Original Parcels. The Maximum Annual Special Tax and Planned Residential Units are assigned to Original Parcels at formation of the CFD and are identified by Assessor's Parcel Number in **Attachment 1**.
- B. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Taxable Parcels in the CFD are Subdivided, the Administrator will perform the following tasks after each Subdivision:
  - Step 1: Identify the Parcel or Parcels that are included in the Subdivision.
  - Step 2: Sum the total Maximum Annual Special Tax for the Parcel or Parcels to be Subdivided.
  - Step 3: Sum the total Planned Residential Units assigned to the Parcel or Parcels to be Subdivided.
  - Step 4: Using City records, assigned land uses, and City zoning for the Parcels created by the Subdivision, the Administrator shall determine the number of Planned Residential Units to be assigned to each Successor Parcel.
  - Step 5: For each Successor Parcel, divide the number of Planned Residential Units determined for such Parcel in **Step 4** by the sum of Planned Residential Units

for Parcels to be Subdivided determined in **Step 3** to derive the Parcel's percentage share of Planned Residential Units.

Step 6: For each Successor Parcel, multiply the percentage share of Planned Residential Units determined in the previous step by the total Maximum Annual Special Tax determined in **Step 2**.

Update **Attachment 1** with the new Successor Parcels, the associated Assessor's Parcel Number, Planned Residential Unit assignments, and Maximum Annual Special Tax assignments.

C. Determine if Building Permits have been issued for Taxable Parcels of the CFD. As Building Permits are issued for Taxable Parcels, the Administrator will perform the following tasks after each issuance of a Building Permit:

Step 1: Identify the Taxable Parcel for which a Building Permit or Building Permits is to be issued.

Step 2: Determine the number of Planned Residential Units, or Remaining Planned Residential Units assigned to the Taxable Parcel.

Step 3: Determine the number of Residential Units identified in the Building Permit for the Taxable Parcel.

Step 4: Subtract the amount determined in **Step 3** from the amount determined in **Step 2**.

Step 5: If the calculation in **Step 4** results in a positive number, assign this amount as the Remaining Residential Units for the Taxable Parcel.

Step 6: If the calculation in **Step 4** results in an amount equal to zero, the Taxable Parcel has fulfilled the Special Tax Obligation and shall be reclassified as a Tax-Exempt Parcel. The result of the calculation in **Step 4** should not result in a negative amount if the provisions of **Sections 4.A** and **4.B** have been followed properly.

Update **Attachment 1** with the Remaining Planned Residential Units. If the Parcel has been reclassified as a Tax-Exempt Parcel, update the Parcel's status in **Attachment 1** and assign the Parcel a Maximum Annual Special Tax of zero.

D. Determine the Number of Unpaid Units per Taxable Parcel. Each Fiscal Year, determine the number of Unpaid Units assigned to a Taxable Parcel.

Step 1: Identify the number of Planned Residential Units and/or Remaining Planned Residential Units assigned to each Taxable Parcel.

Step 2: For each Planned Residential Units and/or Remaining Planned Residential Units assigned to each Taxable Parcel, assign an Unpaid Unit to the Taxable Parcel.

Step 3: Multiply the number of Unpaid Units assigned to a Parcel in Step 2 times the Maximum Annual Special Tax per Planned Residential Unit as established in

**Sections 4.A** and **4.B** above to derive the Maximum Annual Special Tax for the Taxable Parcel.

Update **Attachment 1** with the number of Unpaid Units and the Maximum Annual Special Tax for the Taxable Parcel.

## **5. Assignment of the Maximum Annual Special Tax**

- A. Classification of Parcels. By June 30 of each Fiscal Year, using the Definitions in **Section 2**, above, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City records, the Administrator shall cause each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
- B. Assignment of the Maximum Annual Special Tax to Taxable Parcels. Using the provisions of **Section 4**, determine the Maximum Special Tax Revenue for all Taxable Parcels by assigning the Maximum Annual Special Tax to each Taxable Parcel.

## **6. Calculating Annual Special Tax Levy**

Beginning in the Tax Levy Base Year and each Fiscal Year thereafter, the Administrator will compute the Annual Costs and determine the Maximum Annual Special Tax for each Taxable Parcel based on the assignment of the Special Tax in **Section 5**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

### **Compute Special Tax Levy**

- A. Compute the Annual Costs using the definition in **Section 2**.
- B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:
  - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Taxable Parcels.
  - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
  - Step 3: If the Annual Costs are lower than the amount calculated in **Step 1**, decrease proportionately the Special Tax levy for each Taxable Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- C. Levy on each Taxable Parcel the amount of Special Tax calculated above.

### **Prepare the Tax Collection Schedule**

Prepare the Tax Collection Schedule for the Special Tax levy and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the Auditor for such inclusion.

## 7. Prepayment of the Special Tax Obligation

A property owner may permanently satisfy the Special Tax Obligation on a Parcel by Prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The City determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on outstanding Bonds.
- The landowner prepaying the Special Tax on a Parcel has paid any delinquent Special Tax and penalties on that Parcel before Prepayment.

If CFD Bonds have **NOT** been issued, the Prepayment amount shall be established by following the steps below.

- Step 1: Determine the Maximum Annual Special Tax for the Taxable Parcel for which the Special Tax is to be prepaid using the provisions of **Section 4.A** and **4.B**.
- Step 2: Determine if the Maximum Annual Special Tax has been levied in previous Fiscal Years. Determine the number of Fiscal Years in which the Maximum Annual Special Tax has been levied.
- Step 3: Subtract the number of Fiscal Years determined in *Step 2* from 5.
- Step 4: Multiply the Maximum Annual Special Tax times the number of Fiscal Years calculated in *Step 3*. This is the amount of the Prepayment that must be collected to fully satisfy the Special Tax Obligation for the Taxable Parcel.

If CFD Bonds have been issued, the Prepayment amount shall be established by following the steps below.

- Step 1 Determine the Maximum Annual Special Tax for the prepaying Parcel by following the procedures in **Section 5**.
- Step 2 Divide the Maximum Annual Special Tax from *Step 1* by the Maximum Annual Special Tax Revenue to derive the Benefit Share.
- Step 3 Determine the Bond Share for the Parcel by multiplying the Benefit Share from *Step 2* by the Outstanding Bonds. For the purpose of the calculation, reduce the Outstanding Bond balance by the amount of the principal payment for which Special Taxes have been levied but not collected.
- Step 4 Determine the Reserve Fund Share associated with the Bond Share determined in *Step 3* and reduce the Bond Share by the amount of the Reserve Fund Share. The Reserve Fund Share is calculated using the Reserve Fund Requirement on all Outstanding Bonds or the actual Reserve Fund, whichever is less, multiplied by the Benefit Share.
- Step 5 Determine the Prepayment amount by adding to the revised Bond Share amount calculated in *Step 4* any fees, call premiums, and expenses incurred by the City in connection with the Prepayment calculation or the application of the proceeds of

the Prepayment to the call of Bonds. If Special Taxes have already been levied, but not collected, at the time the Prepayment is calculated, the owner of the Parcel must pay the Special Taxes included on the property tax bill in addition to the Prepayment amount.

## **8. Interpretation, Application, and Appeal of Special Tax Formula and Procedures**

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax. The Administrator will then promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit on a subsequent annual tax levy or a refund will be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Administrator may make minor, non-substantive administrative and technical changes to the provisions of this Exhibit that do not materially affect the RMA for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The Administrator will make every effort to correctly calculate the Special Tax for each Parcel. It will be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

## **9. Manner of Collection**

The Special Taxes will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, that the Administrator or its designee may directly bill the Special Taxes and may collect the Special Taxes at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

# DRAFT

Attachment 1  
Community Facilities District No. 2013-1 (Piper Montague)  
Maximum Annual Special Tax for Taxable Parcels

---

Original Parcel	Developer	Planned Residential Units	Maximum Annual Special Tax per Planned Unit	Maximum Annual Special Tax per Original Parcel
086-32-044	Citation	732	\$974	\$712,968
086-32-046	Milpitas Station	303	\$1,377	\$417,231
086-32-039				
086-32-045				
086-32-048				
086-32-047				
086-32-042	Barry Swenson	400	\$1,211	\$484,400
086-32-043				
<b>Totals</b>		<b>1,435</b>		<b>\$1,614,599</b>

---

"att1"

## **EXHIBIT B**

### **LIST OF AUTHORIZED FACILITIES**

Authorized facilities are Shared Infrastructure Improvements and Storm Water Facilities, as identified in the Cost Sharing and Reimbursement Agreement entered in to by the City and property owners dated September 10, 2009 (Recorded as Document No. 20427520).

#### **Other Expenses of the CFD**

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation and environmental remediation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the Mello-Roos CFD; issuance of bonds; determination of the amount of taxes, collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

**EXHIBIT C**

**FORM OF NOTICE OF PUBLIC HEARING ON PROPOSED ESTABLISHMENT OF A  
COMMUNITY FACILITIES DISTRICT AND ISSUANCE OF DEBT**

**CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PIPER MONTAGUE)**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Milpitas on \_\_\_\_\_, 2013, adopted its Resolution No. \_\_\_\_\_, in which it declared its intention to establish a community facilities district and to levy a special tax to pay for certain public facilities and declared the necessity to incur a bonded indebtedness in the amount of \$\_\_\_\_\_ to finance all or a portion of the proposed facilities, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the boundaries of the proposed district, the facilities proposed to be financed, and the rate, method of apportionment, and manner of collection of the proposed special tax. The City proposes to tax all interests in property that may be taxed under the Act. Any bonds issued would be secured by the special taxes to be levied in the proposed community facilities district. For further details, the resolution is available in the office of the City Clerk at City Hall, 455 East Calaveras Blvd., Milpitas, California.

**NOTICE IS HEREBY FURTHER GIVEN** that the City Council has fixed [weekday], \_\_\_\_\_, 2013, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at City Hall Council Chambers, 455 East Calaveras Blvd., Milpitas, California, as the time and place when and where the City Council will hold a public hearing to consider the establishment of the district and the issuance of debt. At the hearing, the testimony of all interested persons, including all persons owning property in the area, or taxpayers for or against the establishment of the district, the extent of the district, the furnishing of the specified public facilities, the levy of the special tax, and the debt issue, will be heard.

If six registered voters residing within the proposed district or the owners of one-half or more of the area of land in the territory included in the district and not exempt from the special tax file written protests against the establishment of the district, and the protests are not withdrawn so as to reduce the value of the protests to less than a majority, the creation of the district and the tax levy shall not be considered for a period of one year from the date of the decision of the City Council after the hearing. If the majority protests of the registered voters or landowners are only against a specific type of facility or a specified tax, then that type of facility or tax shall be precluded.

**NOTICE IS HEREBY FURTHER GIVEN** that if, at the conclusion of the public hearing, the City Council determines to establish the district, the City Council will order an election to be held by the landowners of the district by mailed ballot, with each landowner having one vote for each acre or portion of an acre of land that such landowner owns within the proposed district, on the questions of levying the special tax, incurring debt, and establishing an appropriations limit.

DATED: \_\_\_\_\_, 2013

/s/ Mary Lavelle

City Clerk, City of Milpitas



# MILPITAS STATION OFF-SITE IMPROVEMENTS

## TRACT NO. 10037 MILPITAS, CALIFORNIA

\*THE FOLLOWING ENTITIES SHALL BE RESPONSIBLE FOR INSPECTION AND MAINTENANCE/OWNERSHIP OF THE LISTED FACILITIES:

FACILITIES	OWNERSHIP/OPERATION/MAINTENANCE	PLAN CHECK BY	INSPECTION BY	PERMIT ISSUE BY
PUBLIC WATER SYSTEM	CITY OF MILPITAS	ENGINEERING	ENGINEERING	ENGINEERING
GRADING		ENGINEERING	ENGINEERING	BUILDING

### SOILS REPORT

STEVENS, FERRONE & BAILEY  
ENGINEERING COMPANY, INC.  
1600 WILLOW PASS COURT  
CONCORD, CALIFORNIA 94520  
KENNETH FERRONE, PE, GE, CEG  
(925) 688-1001

REPORT:  
GEOTECHNICAL FEASIBILITY INVESTIGATION  
MILPITAS STATION RESIDENTIAL DEVELOPMENT  
MILPITAS, CALIFORNIA  
SFB PROJECT No.437-1  
AUGUST 8, 2008

RMA GROUP  
8296 SAN IGNACIO AVENUE, STE. A  
SAN JOSE, CALIFORNIA 95119  
GEORGE MAKDISSY, PE  
(408) 362-4920

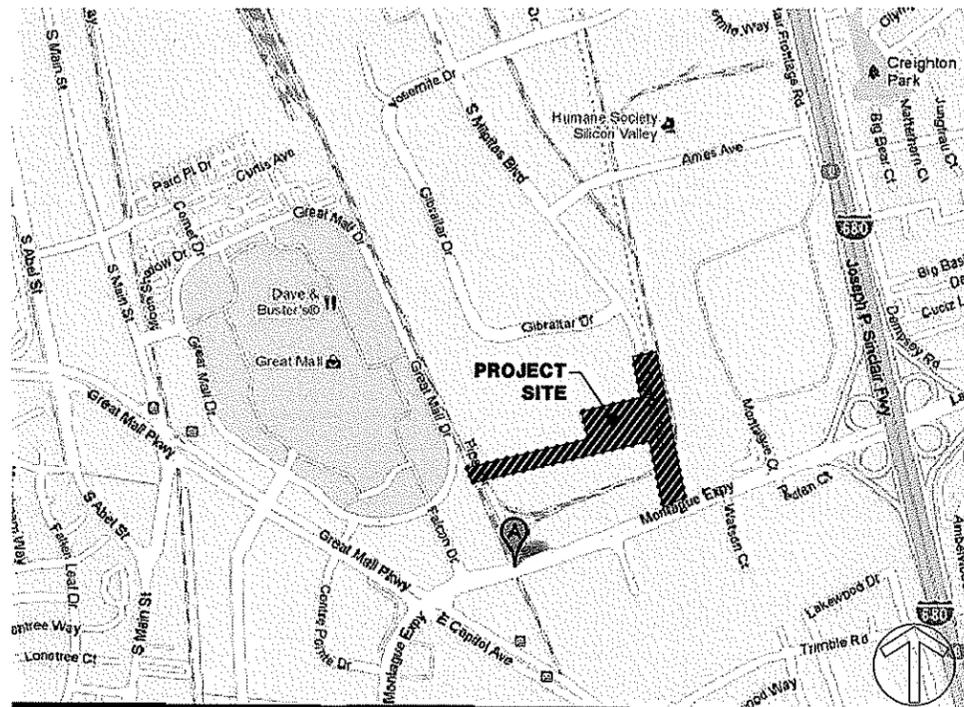
REPORT:  
GEOTECHNICAL INVESTIGATION FOR  
MILPITAS STATION RESIDENTIAL DEVELOPMENT  
SOUTH MILPITAS BOULEVARD  
MILPITAS, CALIFORNIA  
PROJECT No.11-011-0  
DECEMBER 20, 2011

### CITY OF MILPITAS STD DRAWINGS (CMSD)

202 LOCATION OF IMPROVEMENTS	702 CONNECTION TO EXISTING SANITARY MAIN
220 TRENCH CONSTRUCTION	704 LOCATION OF THRUST BLOCKS
222 PAVEMENT RESTORATION	706 CAPPED END ASSEMBLY
230 SANITARY & STORM MANHOLE	708 WET TAPS
410 CURB & GUTTER	723 1" WATER SERVICE
419 CURB RAMP	724 1 1/2" WATER SERVICE
427 RESIDENTIAL SIDEWALK	726 2" WATER SERVICE
439 STREET NAME SIGN	730 DETECTOR CHECK VALVE INSTALLATION FOR ON-SITE FIRE SERVICE
442 STREET LIGHTING STANDARD	734 REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER
443 SIGNING AND STRIPING	739 COMBINATION 1" OR 2" BLOWOFF AND AIR & VACUUM RELEASE VALVE
446 STREET SURVEY MONUMENT	742 FIRE HYDRANT ASSEMBLY (TYPE A & B)
448 STREET TREE PLANTING	750 ELECTROLYSIS STATION
462 CURB STORM DRAIN INLET	752 TRACE WIRE
464 FLAT GRATE STORM INLET	
602 STANDARD FLUSHING INLET	
620 SANITARY SEWER LATERAL (RESIDENTIAL)	
622 CONNECTION TO EXISTING SANITARY MAIN	

### SCOPE OF WORK

CONSTRUCT PUBLIC INFRASTRUCTURE TO SUPPORT THE DEVELOPMENT OF HIGH DENSITY AND VERY HIGH DENSITY RESIDENTIAL COMMUNITIES. PHASE 1 WILL INCLUDE THE CONSTRUCTION OF A PORTION OF NEW STREET A, INCLUDING CURB, GUTTER AND SIDEWALK ON THE NORTH SIDE AND CURB & GUTTER ONLY ON THE SOUTH SIDE, UNDERGROUND UTILITIES, WITH STORM DRAIN AND SANITARY SEWER EXTENDED TO PIPER DRIVE, AND STREET C. A NEW RECLAIMED WATER LINE WILL BE EXTENDED FROM THE INTERSECTION OF GIBRALTAR AND MILPITAS BLVD TO STREET A AND WILL CONTINUE WITHIN STREET A TO THE LIMIT OF WORK.



VICINITY MAP

NOT TO SCALE

### ENGINEER'S STATEMENT

PROJECT NAME: MILPITAS STATION OFF-SITE IMPROVEMENTS  
PROJECT NUMBER: 10037

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THESE PLANS HAVE BEEN DESIGNED IN CONFORMANCE WITH CITY OF MILPITAS DESIGN STANDARDS, ALL CURRENT LAWS, TITLES, AND ORDINANCES FOR GRADING AND DRAINAGE ISSUES. TO THE BEST OF MY KNOWLEDGE, THE DESIGN PROVIDES FOR 100-YEAR FLOOD PROTECTION OF THE SUBJECT PROPERTY AND DOES NOT ADVERSELY IMPACT ADJACENT PROPERTY THROUGH ALTERATION OF SURFACE DRAINAGE, AND THAT THE CITY OF MILPITAS PERFORMS A CONCEPTUAL PLAN REVIEW ONLY, AND ASSUMES NO RESPONSIBILITY FOR THE DESIGN.

James T. McCurdy, P.E. RCE# C64850, EXP. 06/30/2013

### CIVIL SHEET INDEX

- TITLE SHEET
- GENERAL NOTES
- BLUEPRINT FOR A CLEAN BAY
- OVERALL KEY MAP
- DEVELOPMENT PHASING PLAN
- GARDEN STREET DEMOLITION PLAN (9+00.00 TO 18+10.00)
- GARDEN STREET DEMOLITION PLAN (18+10.00 TO 25+60.43)
- GARDEN STREET GRADING PLAN
- GARDEN STREET PLAN & PROFILE (9+00.00 TO 13+75.00)
- GARDEN STREET PLAN & PROFILE (13+75.00 TO 18+50.00)
- GARDEN STREET PLAN & PROFILE (18+50.00 TO 23+70.00)
- GARDEN STREET PLAN & PROFILE (23+70.00 TO 25+60.43)
- GARDEN STREET SIGNAGE & STRIPING (19+50.00 TO 25+60.43)
- GARDEN STREET CROSS SECTIONS
- MERRY LOOP DEMOLITION PLAN
- MERRY LOOP GRADING PLAN
- MERRY LOOP PLAN & PROFILE
- MERRY LOOP SIGNAGE & STRIPING PLAN
- MERRY LOOP CROSS SECTIONS
- MILPITAS BLVD DEMOLITION PLAN (10+00.00 TO 19+90.00)
- MILPITAS BLVD DEMOLITION PLAN (19+90.00 TO 27+90.00)
- MILPITAS BLVD GRADING PLAN (11+00.00 TO 21+97.00)
- MILPITAS BLVD GRADING PLAN (21+97.00 TO 25+50.00)
- MILPITAS BLVD PLAN & PROFILE (10+00.00 TO 15+11.69)
- MILPITAS BLVD PLAN & PROFILE (15+11.69 TO 20+00.00)
- MILPITAS BLVD PLAN & PROFILE (20+00.00 TO 24+54.41)
- MILPITAS BLVD PLAN & PROFILE (24+54.41 TO 27+85.88)
- MILPITAS BLVD STRIPING PLAN
- MILPITAS BLVD STRIPING PLAN
- MILPITAS BLVD CROSS SECTIONS
- LOT 1 DEMOLITION PLAN
- LOT 1 ROUGH GRADING PLAN
- LOT 2 DEMOLITION PLAN
- LOT 2 FRONTAGE IMPROVEMENTS
- EROSION CONTROL PLAN
- EROSION CONTROL PLAN
- DETAILS

### DEFERRED SUBMITTALS:

- SIGNAL AT STREET A-MILPITAS BLVD INTERSECTION

### SUB-DIVIDER/OWNER:

PAT BROWN  
MILPITAS STATION (SAN JOSE) VENTURE, L.L.P.  
4060 CAMPUS DRIVE, SUITE 100  
NEWPORT BEACH, CA 92660  
(949) 553-0627

## NOT FOR CONSTRUCTION

### PUBLIC WORKS

A PUBLIC WORKS ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE CITY OF MILPITAS RIGHT-OF-WAY OR PUBLIC SERVICE UTILITIES EASEMENT.

### TRAFFIC REPORT

HEXAGON TRANSPORTATION CONSULTANTS, INC.  
40 SOUTH MARKET STREET  
SUITE 600, SAN JOSE, CA 95113  
BRETT WALINSKI, PE.  
(408) 971-6100

REPORT:  
TRAFFIC OPERATIONS ANALYSIS FOR A  
RESIDENTIAL DEVELOPMENT PROJECT IN  
THE PIPER-MONTAGUE SUBDISTRICT OF  
THE MILPITAS TRANSIT AREA SPECIFIC PLAN  
SEPTEMBER 22, 2008

Call Two Working Days  
Before You Dig!



**Dig Safely.**  
1-800-227-2600

TITLE SHEET

<p>CIVIL ENGINEER: I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODES, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. THE DESIGN SHOWN HEREON IS NECESSARY AND REASONABLE AND DOES NOT RESTRICT ANY HISTORIC DRAINAGE FLOWS FROM ADJACENT PROPERTIES NOR INCREASE DRAINAGE TO ADJACENT PROPERTIES. THE DESIGN INCLUDES PRINCIPLES AND TECHNIQUES TO REDUCE QUANTITY AND IMPROVE THE QUALITY OF STORM WATER RUNOFF, AS REQUIRED BY APDES. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF MILPITAS IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.</p> <p>SIGNATURE _____ P.E. FIRM: BKF ENGINEERS ADDRESS: 980 9TH STREET, SUITE 1170, SACRAMENTO, CA 95814 TELEPHONE: (916) 556-5800 PH/(916) 556-5899 FAX</p>		<p>DATE: 11/7/2012 SCALE: AS SHOWN DESIGN: JTM/RS/SH DRAWN: RS/SH APPROVED: JTM JOB NO. 20068010-31</p>	<p>SOILS ENGINEER: THESE PLANS HAVE BEEN REVIEWED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE INTENT AND PURPOSE OF THE GEOTECHNICAL EXPLORATION REPORT DATED _____ PREPARED BY _____ (NAME) _____ DATE _____ FIRM: _____ ADDRESS: _____ TELEPHONE: _____</p>	<p>RECORD DRAWINGS TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY</p> <p>SIGNATURE &amp; SEAL _____ DATE _____ P.E. NO. _____ EXP. _____ PUBLIC WORKS INSPECTOR _____</p>	<table border="1"> <thead> <tr> <th>Num.</th> <th>Date</th> <th>By</th> <th>Description</th> <th>City Engr. Aprv.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Date	By	Description	City Engr. Aprv.	Date																															<p>CITY OF MILPITAS ENGINEERING DIVISION</p> <p>APPROVED FOR PUBLIC IMPROVEMENT AS SHOWN ON PLANS: _____ CITY ENGINEER DATE _____ ANY CHANGES TO PUBLIC IMPROVEMENTS SHALL BE APPROVED BY THE CITY ENGINEER RECOMMENDED FOR APPROVAL: _____ FIRE DEPT. DATE: _____ ENGINEERING DATE: _____</p> <p>Project No. 3216 Drawing No. 2-1164 E.P. No. _____ Sheet 1 of 37</p>
		Num.	Date	By	Description	City Engr. Aprv.	Date																																			
<p>DATE: 11/7/2012 SCALE: AS SHOWN DESIGN: JTM/RS/SH DRAWN: RS/SH APPROVED: JTM JOB NO. 20068010-31</p>																																										

**TRACT 10060**  
 FOR CONDOMINIUM PURPOSES  
**WAUKESHA PROPERTY**  
 BEING A SUBDIVISION OF PARCEL 1 OF DOCUMENT NO. 21922654 OF  
 OFFICIAL RECORDS, SANTA CLARA COUNTY RECORDS  
 CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
**CARLSON, BARBEE AND GIBSON, INC.**  
 ENGINEERS SURVEYORS PLANNERS  
 SAN RAMON, CALIFORNIA  
 JUNE 2013

**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 IN FEE FOR PUBLIC USE FOR ROADWAY PURPOSES, OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

- GARDEN STREET AND MERRY LOOP

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:

- EASEMENTS "A" FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
- EASEMENTS "B" FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).

THE ABOVE MENTIONED EASEMENTS (PSUE & 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:

- LOTS 'C' AND 'D' FOR PRIVATE STREET PURPOSES. PRIVATE STREET IS TO BE KNOWN AS AMALFI LOOP.

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

PARCELS 1 AND 3 ARE FOR CONDOMINIUM PURPOSES (545 UNITS).

PARCEL 2 TO BE RETAINED BY OWNER FOR FUTURE SUBDIVISION.

LOT J TO BE RETAINED BY THE OWNER AND DEDICATED TO THE CITY OF MILPITAS FOR PARK PURPOSES BY SEPARATE INSTRUMENT.

LOTS A, E, F, G, H, & K ARE TO BE RETAINED BY OWNER.

OWNER:  
SCS DEVELOPMENT CO. A CALIFORNIA CORPORATION

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT CERTIFICATE (OWNER'S)**

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN JUNE 2011, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCS DEVELOPMENT CO., IN MARCH 2008, 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: \_\_\_\_\_

CHRISTOPHER S. HARMISON  
L.S. NO. 7176



**RECORDER'S STATEMENT**

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

FEE \_\_\_\_\_

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY

**TRACT 10061**  
 FOR CONDOMINIUM PURPOSES  
**MONTAGUE VILLAGE TOWNHOMES**  
 BEING A SUBDIVISION OF PARCEL 2 OF TRACT 10060, MAPS \_\_\_\_\_,  
 SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
**CARLSON, BARBEE AND GIBSON, INC.**  
 ENGINEERS SURVEYORS PLANNERS  
 SAN RAMON, CALIFORNIA  
 JUNE 2013

**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' OVER PARCELS A, B, C, D AND E FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
2. EASEMENTS 'B' OVER PARCELS A, B, C, D AND E FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).

THE ABOVE MENTIONED EASEMENTS (PSUE & 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, C, D AND E FOR PRIVATE STREET PURPOSES. PRIVATE STREETS TO BE KNOWN AS SEVILLE WAY AND BARCELONA LOOP.

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

LOTS 1 THROUGH 10 ARE FOR CONDOMINIUM PURPOSES (94 UNITS).

OWNER:  
 SCS DEVELOPMENT CO., A CALIFORNIA CORPORATION

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT CERTIFICATE (OWNER'S)**

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 2013, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, CHRISTOPHER S. HARMISON, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN OCTOBER 2012, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCS DEVELOPMENT CO, IN OCTOBER 2012, 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 31, 2015, AND ARE OF THE CHARACTER INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_

CHRISTOPHER S. HARMISON  
 L.S. NO. 7176



**RECORDER'S STATEMENT**

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

FEE \_\_\_\_\_

REGINA ALCOMENDRAS  
 SANTA CLARA COUNTY RECORDER

BY: \_\_\_\_\_  
 DEPUTY