

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS TRACTS 10037 AND  
10218 (“MILPITAS STATION”) INTO CITY OF MILPITAS COMMUNITY FACILITIES  
DISTRICT NO. 2008-1 ANNEXATION NO. 5**

**WHEREAS**, Milpitas Station (San Jose) Venture, L.L.L.P., A Delaware Limited Liability Limited Partnership is the owner of certain real property commonly known as Tracts 10037 and 10218 (APN No. 086-32-039,-045,-046), more specifically described in the annexation map attached as Exhibit 1.A. to this Resolution; and

**WHEREAS**, on October 21, 2008, the City Council approved the Minor Tentative Map (Resolution No. 7786) and on October 5, 2010, the City Council subsequently approved the Major Tentative Map, Site Development Permit, and Conditional Use Permit (Resolution No. 8034) to allow for the future phased development of 303 new dwelling units on 12.1 acres located at 1425 S. Milpitas Boulevard with ancillary lots for private streets, public streets, and a public park; and

**WHEREAS**, on January 6, 2009 by Resolution Nos. 7815 and 7816, and on January 29, 2009 by Ordinance No. 278, the City Council created the 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 parcel or those parcels are annexed, pursuant to Government Code Section 53339.7; and

**WHEREAS**, Milpitas Station (San Jose) Venture, L.L.L.P., A Delaware Limited Liability Limited Partnership, now voluntarily seeks to annex its property to CFD 2008-1 and to be subject to the levy of a special tax there under.

**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. 086-32-039, -045, -046 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**. 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. 5**, 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 \_\_\_\_\_, 2014 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:

**MILPITAS STATION (SAN JOSE) VENTURE, L.L.L.P.,  
A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP**

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 \_\_\_\_\_, 2014, in \_\_\_\_\_, California.

**Milpitas Station (San Jose) Venture, L.L.L.P., A Delaware Limited Liability Limited Partnership**

By: Milpitas Station (San Jose) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership, its sole general partner

By: Milpitas Station (San Jose) GP, LLC, a Delaware limited liability company, its sole general partner

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its sole member and manager

By: Avanti Management Corporation, a Florida corporation, its sole general partner

By: \_\_\_\_\_  
Marvin M. Shapiro, 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.

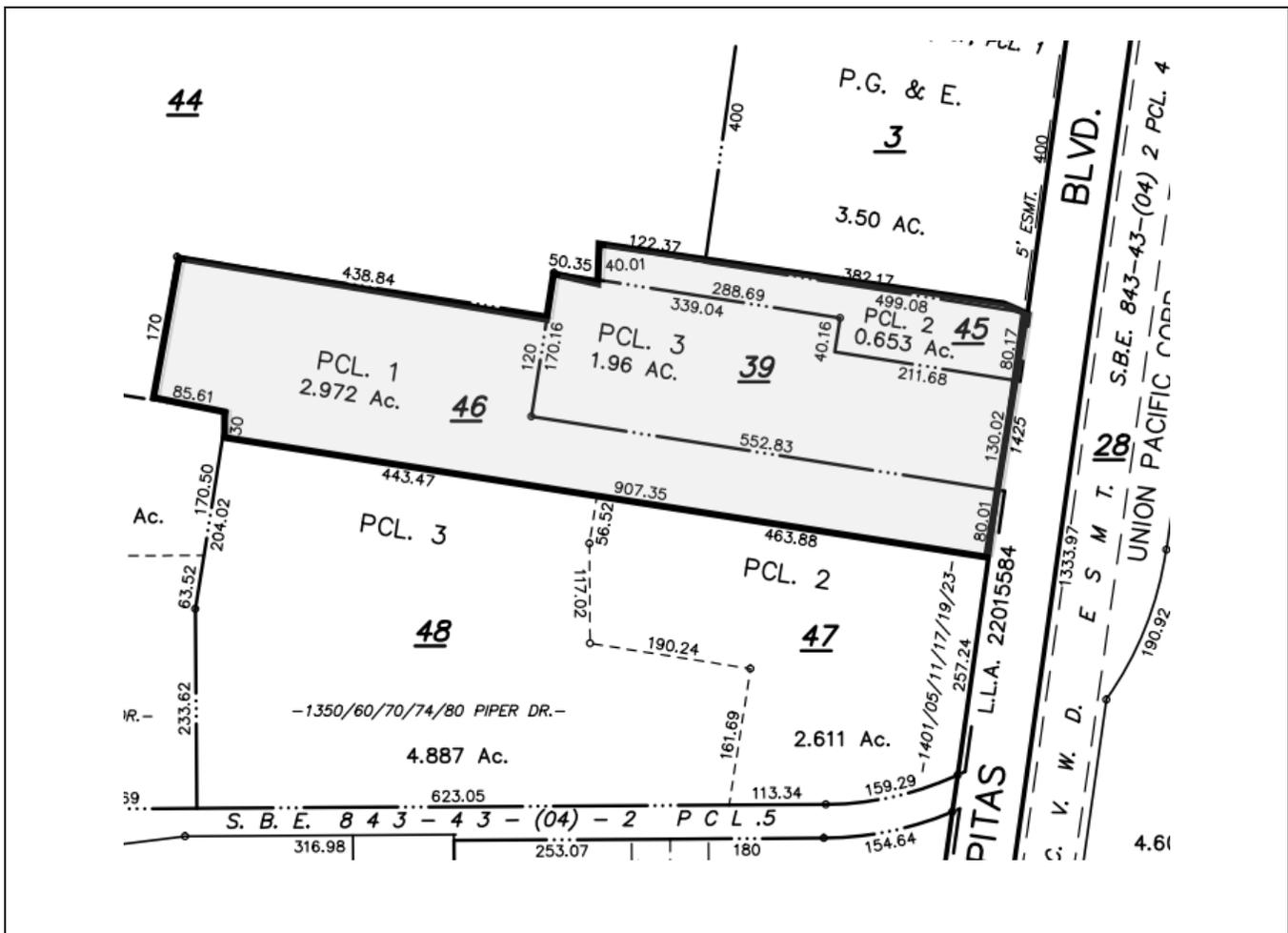
Notary Public (This area for official notary's seal)

**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. 5**

Assessor Parcel No.	Owner
086-32-039, -045, -046	Milpitas Station (San Jose) Venture, L.L.L.P, a Delaware Limited Liability Limited Partnership



## 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. 5**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, at MILPITAS, California.

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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 \_\_\_\_, 2014.

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

I hereby certify Annexation Map No. 5 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 \_\_\_\_, 2014, by its Resolution No. \_\_\_\_\_.

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

Filed this \_\_\_\_ day of \_\_\_\_, 2014, at the hour of \_\_\_\_ o'clock \_\_\_\_ m., in Book \_\_\_\_ 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 \_\_\_\_, 2014.

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: 08632044

Map No. 5: 08632039, 08632045, 08632046

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**

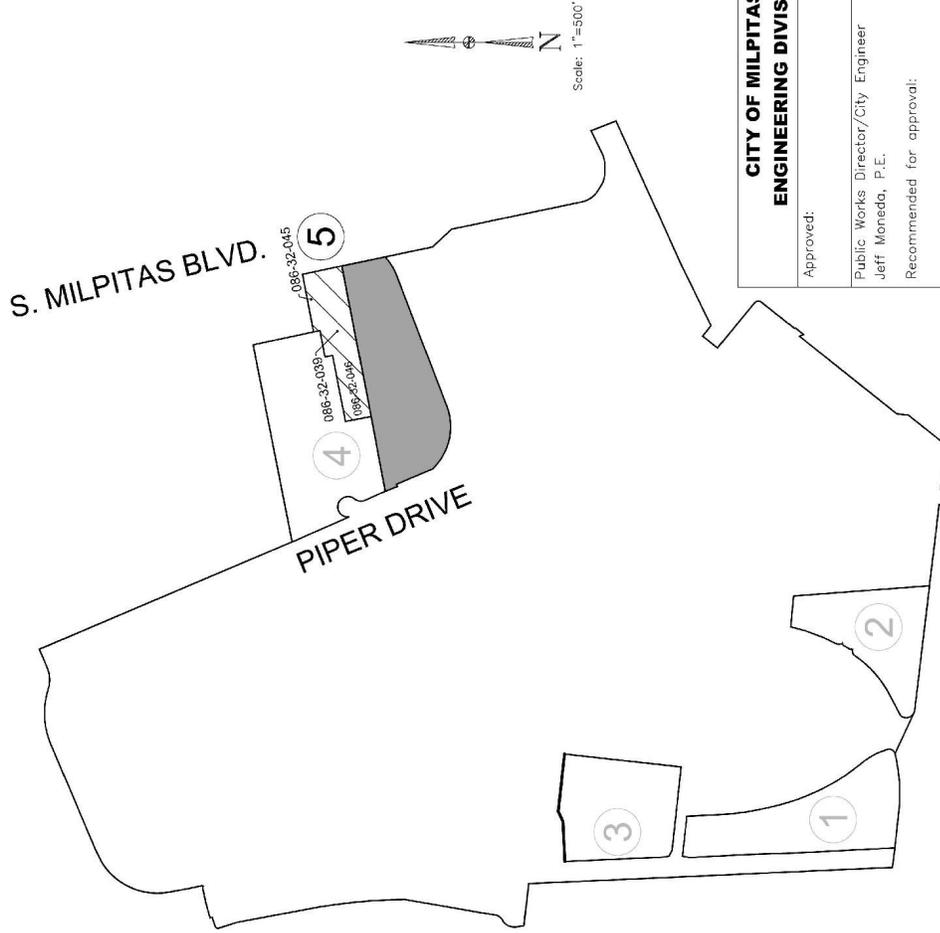
**ANNEXATION MAP NO. 5 AND UPDATE OF ANNEXATION MAP NO. 4 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES), COUNTY OF SANTA CLARA STATE OF CALIFORNIA AS RECORDED IN BOOK 44 PAGE 30 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, O.R., SANTA CLARA COUNTY**

**Legend**

Location of Initial Formation (Assessor Parcel No. 08632033, 08632034, 08632035, 08632036)

Boundary of CFD 2008-1

Annexation No. ①



**EXHIBIT 2**

**CITY OF MILPITAS  
ENGINEERING DIVISION**

Approved:

Public Works Director/City Engineer Date  
Jeff Moneda, P.E.

Recommended for approval:

Acting Land Development Engineer Date  
Ahmed Aly, P.E.

Drawn By: F.H. File No. CFD\_2008-1 Sheet 1 of 1

Subdivider: Milpitas Station (San Jose) Venture, L.L.L.P.

Project Name: Milpitas Station

File No. : 100.03.493 & 100.01.244  
Private Job Account No.: 3216  
Improvement Plan No.: 2-1164 & 2-1183  
Tract Nos: 10037 and 10218  
Council Approval Date: 06/17/14  
Completion Period: 3 years

## CITY OF MILPITAS

### SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_ 2014, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California (hereafter referred to as "City") and

**Milpitas Station (San Jose) Venture, L.L.L.P., A Delaware Limited Liability Limited Partnership**

(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 as Tract Nos. 10037 (Milpitas Station, Master Map) and 10218 (Milpitas Station, Phase 1).
- B. Said maps show 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. 2-1164 (BKF Plans) consisting of approximately 46 sheets, and Improvement Plan No. 2-1183 (BKF Plans) consisting of approximately \_\_\_\_\_ sheets, and specifications approved by said City Council on June 17, 2014, including setting survey monuments and identified by Project Fund Account No. 3216 (hereby all collectively referred to and made a part hereof the same as if set forth at length herein), and as set forth in the conditions of approval for the SUBDIVIDER.
  - a. In addition to constructing the improvement set forth in Section 1 above, SUBDIVIDER agrees it will construct the following improvements under this Agreement subject to all conditions and provisions of this Agreement and subject to the review and approval of City:
    - (1) SUBDIVIDER has made an offer of dedication of fee title to the City for approximately 1.68 acres of real property identified as Lot E on Tract Map No. 10218 for a public park. SUBDIVIDER shall provide City with a fully executed grant deed in a form acceptable to City simultaneously with the execution of this Agreement. City, at its discretion, may accept the offer of dedication by recording the grant deed at a later date upon completion of the park improvements on the 1.68 acres of real property in accordance with all City requirements. The park improvements shall be completed in accordance with this Agreement and the Cost Sharing and Reimbursement Agreement for Milpitas Transit Area Specific Plan**

(Piper/Montague Subdistrict) entered into among the parties and others and recorded on September 10, 2009 as Document No. 20427520 (“Cost Sharing Agreement”).

- (2) SUBDIVIDER shall design and construct certain public improvements on South Milpitas Boulevard as part of Improvement Plan No. 2-1183 and as identified in the Cost Sharing Agreement.
  - (3) SUBDIVIDER shall underground the electrical distribution and communication lines along South Milpitas Boulevard between Power Pole No. 1 and Power Pole No. 5 as generally depicted in **Exhibit B** attached hereto and incorporated fully herein and as indicated the tentative map conditions of approval for Minor Tentative Map TM08-0001 and Major Tentative Map MT09-0002.
  - (4) Subject to the consent and approval of Pacific Gas and Electric Company (“PG&E”), SUBDIVIDER shall relocate the existing Joint Poles Nos. 2, 3, and 4 and the associated electrical transmission lines to the east frontage of South Milpitas Boulevard as generally depicted in **Exhibit B** attached hereto and incorporated fully herein.
  - (5) SUBDIVIDER agrees to use commercially reasonable efforts to enter in to an agreement with PG&E to install and maintain landscape and irrigation improvements along the frontage of the PG&E sub-station on South Milpitas Boulevard and to acquire all necessary easements from PG&E, all in perpetuity and at the sole cost and expense of SUBDIVIDER.
- b. The cost for design and construction of a portion of the improvements set forth in Section 1.a above will be subject to a separate fee credit agreement between the City and SUBDIVIDER executed simultaneously with this Agreement.
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 sole but reasonable 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, **Milpitas Station (San Jose) Venture, L.L.P.** 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), 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 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 City does 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 City, or Developer's deposit with City of any of the insurance policies described in this Agreement.

6. SUBDIVIDER agrees to complete the construction of all public improvements and setting of all Survey Monuments (determined by filing of a notice of completion) **within thirty-six (36) months of the date of execution of this Agreement** or prior to CITY issuance of Occupancy Permit/Final Inspection for the last residential building, whichever is earlier. 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 sums of **Six Hundred and Sixty Thousand DOLLARS (\$660,000.00)** for public improvements 2-1164 and 2-1183, **Three Hundred and Twenty Five Thousand DOLLARS (\$325,000.00)** for Joint Pole and Electrical Transmission Line Relocation, **and One Hundred and Eighty Thousand DOLLARS (\$180,000.00)** for Electrical Distribution Line Undergrounding across UPRR, 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 sums of **Six Hundred and Sixty Thousand DOLLARS (\$660,000.00)** for public improvements 2-1164 and 2-1183, **Three Hundred and Twenty Five Thousand DOLLARS (\$325,000.00)** for Joint Pole and Electrical Transmission Line Relocation, **and One Hundred and Eighty Thousand DOLLARS (\$180,000.00)** Electrical Distribution Line Undergrounding across UPRR, insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
10. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder, unless explicitly stated otherwise.
11. Any faithful performance security required hereunder shall be reduced to ten percent (10%) of the security's original value for one (1) 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 \$2,000,000 for each person and \$2,000,000 for each occurrence and \$2,000,000 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. To the fullest extent permitted by law, SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer, employee or agent 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. 3216 for this purpose with additional deposits as required by CITY.
16. In the event that PG&E does not consent to and approve the Joint Pole and Electrical Transmission Line Relocation, the City agrees to take all actions and execute all documents necessary or appropriate to cause the release and exoneration of the performance and labor and material bonds described in Sections 7 and 9 above in connection with the "Joint Pole and Electrical Transmission Line Relocation".

Project: Milpitas Station Phase 1 (46 Condominium Homes)

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

	Type of Fees and Deposits	City Account No.	Estimated Fee	Actual Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	PJ3216-13-2500	\$85,000.00	
2	Improvement Reimbursement Fee	310-3614-xx70	TBD	
3	Other Fees/Deposits	xxxx-xx-xxx	N/A	
		<b>Total =</b>	<b>\$85,000.00</b>	

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

	Type of Fee	City Account No.	Estimated Fee	Actual Fee
1	Water Connection Fee: (based on 46 units @ \$1,910 per unit)	402-3715	\$87,860.00	
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 46 units @ \$1,908 per unit)	452-3715	\$87,768.00	
7	Main Sewage Pumping Station Impact Fee	455-3718	N/A	
8	Storm Drain Connection Fee: (based on 2.3 acres @ \$16,771 per acre)	340-3711	\$38,573.00	
9	Transit Area Specific Plan Impact Fees (46 units @ \$32,781 per unit)	350-3718	\$1,507,926	
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	\$43,054.00	
	<i>* To be adjusted by ENR factor at time of payment.</i>	<b>Total =</b>	<b>\$1,765,181.00</b>	

C1. Estimated Credits to SUBDIVIDER as further set forth and subject to the terms, conditions, and obligation in the Fee Credit Agreement between City and Subdivider executed simultaneously with this Agreement:

	TASP Credits	Initial "Budgeted" Credit	Credit Remaining
1	TASP Fee Credit for Public Park Land (1.68 acres @ \$58 per SF)	\$4,244,486.00	
2	TASP Fee Credit for South Milpitas Boulevard Public Improvements (IPN 2-1183)	<i>Not to exceed \$750,000.00</i>	
3	TASP Fee Credit for Joint Pole and Electrical Transmission Line Relocation	<i>Not to exceed \$500,000.00</i>	
4	TASP Fee Credit for Electrical Distribution Line Undergrounding across Railroad	<i>Not to exceed \$250,000.00</i>	
	<b>Total =</b>	\$5,744,486.00	

The above fees are estimates only. The amount of fee to be paid shall be the amount in effect, as approved by the City Council, at the time that full payment is made to the City prior to issuance of the building applicable permit for the residential unit.

17. 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.
18. Upon completion of the work, and after City Initial 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.
19. 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.
20. 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.
21. 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.
22. SUBDIVIDER agrees to comply with all requirements set forth on Exhibit "A" (attached hereto, hereby referred to and made a part hereof).
23. 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.
24. 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.
25. 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.
26. 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.

27. 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 \_\_\_\_\_, 2014.

CITY OF MILPITAS

SUBDIVIDER:

**MILPITAS STATION (SAN JOSE) VENTURE,  
L.L.L.P., a Delaware limited liability limited partnership**

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

By: Milpitas Station (San Jose) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership, its sole general partner

By: Milpitas Station (San Jose) GP, LLC, a Delaware limited liability company, its sole general partner

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its sole member and manager

By: Avanti Management Corporation, a Florida corporation, its sole general partner

\*\*By: \_\_\_\_\_  
Name: Marvin Shapiro  
Title: President

APPROVED AS TO FORM THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2014

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

APPROVED AS TO SUFFICIENCY THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Jeff Moneda, City Engineer

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

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

## **EXHIBIT "A"**

1. Subdivider agrees to fully execute all City required Water Service Agreement(s) and pay the connection fees prior to any Building Permit issuance.
2. 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.
3. Subdivider agrees to pay the City 2.5% Permit Automation Fee for the applicable fees.
4. Subdivider agrees to comply with each of the conditions and notes of approval for this Subdivision.

EXHIBIT "B"

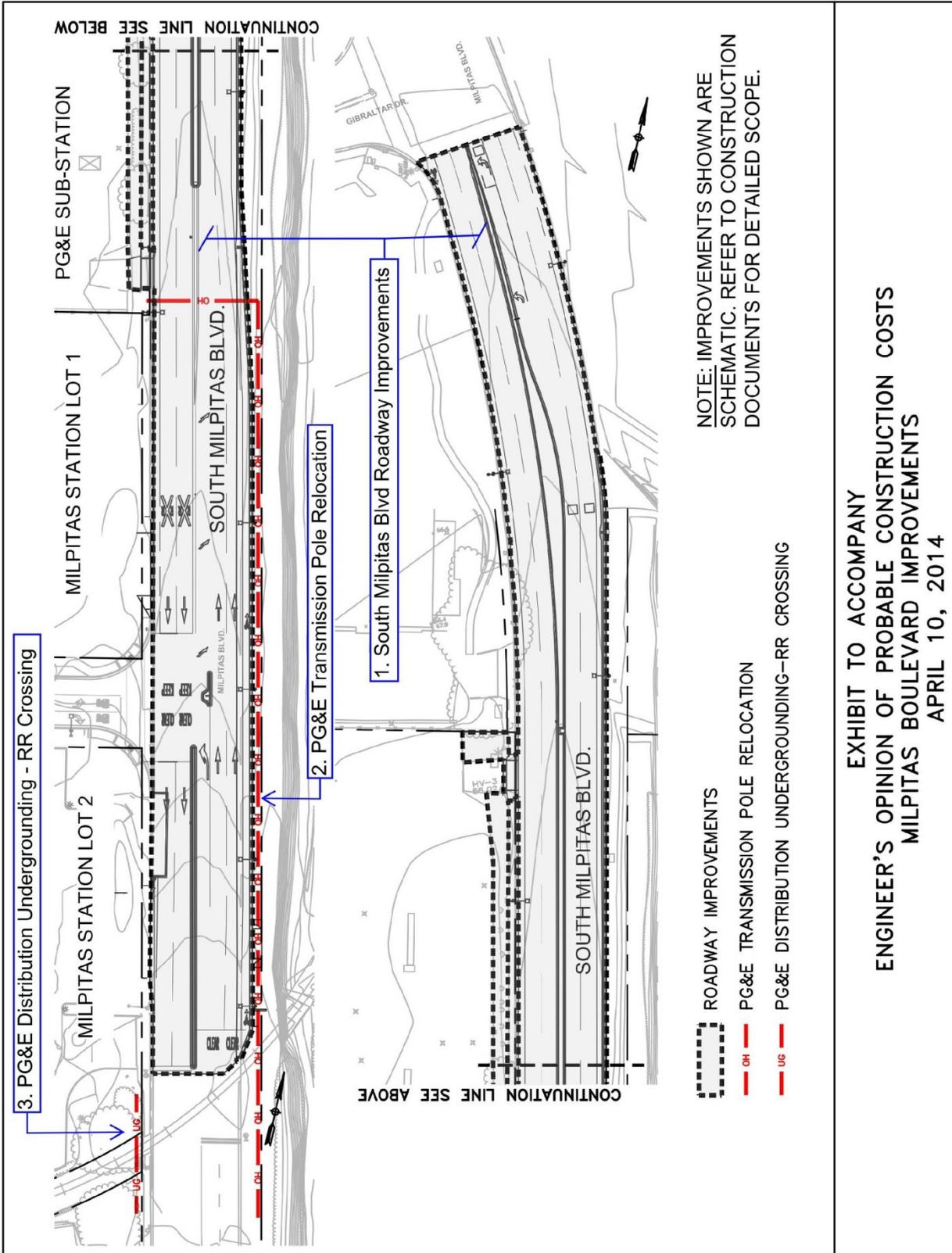


EXHIBIT TO ACCOMPANY  
 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS  
 MILPITAS BOULEVARD IMPROVEMENTS  
 APRIL 10, 2014

Principal: Milpitas Station (San Jose) Venture, L.L.L.P.  
Project: Milpitas Station

Project No.: PJ3216  
Bond No.: \_\_\_\_\_

**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 **Six Hundred and Sixty Thousand DOLLARS (\$660,000.00) for public improvements 2-1164 and 2-1183, Three Hundred and Twenty Five Thousand DOLLARS (\$325,000.00) for Joint Pole and Electrical Transmission Line Relocation, and One Hundred and Eighty Thousand DOLLARS (\$180,000.00) for Electrical Distribution Line Undergrounding across UPRR** 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 \_\_\_\_\_, 2014.

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 \_\_\_\_\_, 2014.

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

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

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

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2014. )

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: Milpitas Station (San Jose) Venture, L.L.L.P.  
Project Name: Milpitas Station

Project No.: PJ3216  
Bond No.: \_\_\_\_\_

**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 **Six Hundred and Sixty Thousand DOLLARS (\$660,000.00) for public improvements 2-1164 and 2-1183, Three Hundred and Twenty Five Thousand DOLLARS (\$325,000.00) for Joint Pole and Electrical Transmission Line Relocation, and One Hundred and Eighty Thousand DOLLARS (\$180,000.00) for Electrical Distribution Line Undergrounding across UPRR** 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 \_\_\_\_\_, 2014.

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 \_\_\_\_\_, 2014.

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

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

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

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2014. )  
)  
)  
)  
)  
)  
)

**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: Milpitas Station (San Jose) Venture, L.L.L.P.  
Project Name: Milpitas Station

Project No.: PJ3216  
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 **Ten Thousand Dollars (\$10,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2014.

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 \_\_\_\_\_, 2014.

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

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

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

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2014. )

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: Milpitas Station (San Jose) Venture, L.L.L.P.  
Project Name: Milpitas Station

Project No.: PJ3216

**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.

Principal: Milpitas Station (San Jose) Venture, L.L.L.P.  
Project Name: Milpitas Station

Project No.: PJ3216

**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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. \*\*

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

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

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

Principal: Milpitas Station (San Jose) Venture, L.L.L.P.  
Project Name: Milpitas Station

Project No.: PJ3216

**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			\$2,000,000 each person ) \$2,000,000 each occurrence ) )*
(2) Property Damage			\$2,000,000 each occurrence ) \$2,000,000 aggregate )

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

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

\* 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 \_\_\_\_\_, 2014. \*\*

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

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

SUBSCRIBED AND SWORN TO BEFORE ME, a  
Notary Public, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

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

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

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

FORM APPROVED: \_\_\_\_\_, 2014, by \_\_\_\_\_

**CITY OF MILPITAS  
FEE CREDIT AGREEMENT  
FOR TRANSIT AREA SPECIFIC PLAN PUBLIC FACILITIES AND PUBLIC  
IMPROVEMENTS**

This Fee Credit Agreement for Public Facilities and Public Improvements (“**Agreement**”), dated as of June 17, 2014, is by and between the **City of Milpitas**, a municipal corporation of the State of California (“**City**”), and **Milpitas Station (San Jose) Venture, L.L.P., a Delaware Limited Liability Limited Partnership** (“**Developer**”).

**WITNESSETH:**

**WHEREAS**, Developer is the owner of that certain real property (APN 086-32-039, -045, -046, -047, -048) located in the Transit Area Specific Plan area, in the City of Milpitas, State of California, as more commonly referred to as the Milpitas Station Project, located at 1425 South Milpitas Boulevard in Milpitas, California, consisting of 303 units and described in further detail below (“**Project**”); and

**WHEREAS**, on October 21, 2008, the City Council approved Minor Tentative Map (TM08-0001) to allow the subdivision of four parcels that could accommodate up to Three Hundred Eighteen (318) dwelling units along with ancillary lots for private streets, public streets, and a public park (“**Master Tentative Map**”); and

**WHEREAS**, on October 5, 2010, the City Council subsequently approved Major Tentative Map (MT09-0002), Site Development Permit (SD08-0006), and Conditional Use Permit (UP10-0012) to allow for the subdivision and future phased development of Three Hundred and Three (303) new dwelling units on 12.1 acres located at 1425 S. Milpitas Blvd. (“**Builder Tentative Map**”); and

**WHEREAS**, the Project will be constructed in phases and on June 17, 2014, the City Council approved Final Map Tract Nos. 10037 and 10218 for the first phase of construction consisting of Forty-Six (46) condominium units located on the Project site; and

**WHEREAS**, City has adopted a Transit Area Specific Plan (“**TASP**”) and a Transit Area Specific Plan Development Impact Fee (“**TASP Fee**”) to provide funds to finance improvements and facilities within the City’s TASP area (the “**TASP Area**”).

**WHEREAS**, City has adopted a Financing Plan (EPS no. 17107) for the TASP Area outlining the improvements and facilities that are to be constructed with the TASP fees (“**Financing Plan**”).

**WHEREAS**, the total TASP Fee for the entire Milpitas Station Project for Three Hundred and Three (303) dwelling units is currently estimated to be Nine Million Nine Hundred Thirty-Two Thousand Six Hundred Forty-Three Dollars (\$9,932,643), provided the exact amount of TASP Fee to be paid shall be the amount in effect, as approved by the City Council, at the time that full payment is made to the City at the time of issuance of the applicable building permit, and

**WHEREAS**, pursuant to the conditions of approval for the Project set forth in City Council Resolution No. 7786 approving the Master Tentative Map on October 21, 2008, and City Council Resolution No. 8034 approving Builder Tentative Map on October 5, 2010, Developer is required to pay the TASP Fee, subject to fee credits against the TASP Fee for the Improvements constructed by Developer. Developer has constructed, or will construct, certain improvements and facilities in the TASP

Area identified in **Exhibit A** attached hereto (the "**Improvements**") that are included in the Financing Plan and would otherwise be financed by the TASP Fee, and which Improvements will serve more than the Developer's properties within the TASP Area. The TASP Fee Credit agreed upon for the Improvements is One Million Five Hundred Thousand Dollars (\$1,500,000) (the "**Improvements Fee Credit**") based on the Estimated Cost of the Improvements in the Financing Plan and more particularly depicted in **Exhibit B** attached hereto and incorporated herein.

**WHEREAS**, in addition to the Improvements, Developer has also recorded an irrevocable offer of dedication of land on the final map for park purposes that is included in the Financing Plan and would otherwise be financed by the TASP Fee, and which park facility will serve more than the Developer's properties within the TASP Area. Developer shall be entitled to a Fee Credit against TASP Fees, in the amount of Four Million Two Hundred Forty-Four Thousand Four Hundred Eight Six Dollars (\$4,244,486) ("**Park Land Fee Credit**") based on the Estimated Cost of Land in the Financing Plan.

**WHEREAS**, the TASP fee credits for the Improvements Fee Credit and the Park Land Fee Credit are referred to herein as the "**Fee Credits**". Therefore, provided Developer satisfy each and every term, obligation, and condition herein, the total TASP Fee Credits due to Developer hereunder will be Five Million Seven Hundred Forty-Four Thousand Four Hundred Eight Six Dollars (\$5,744,486).

**WHEREAS**, City and Developer desire to enter into this Agreement to provide for allowable Fee Credits against the TASP Fees to Developer for the Project.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, City and Developer hereby agree as follows:

## **SECTION 1.           Allowable Credits**

### **1.1 Fee Credits**

Subject to the terms, conditions, and obligations of this Agreement, the City will provide TASP Fee Credits to the Developer for the Improvement Costs (defined in Section 1.2 below) for acquisition and installation of the Improvements described in **Exhibit A** and for the parkland dedication depicted in **Exhibit C**.

### **1.2 Improvement Costs**

The Improvements, with estimated quantities and prices are shown in **Exhibit B** attached hereto based on the Financing Plan in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "**Estimated Costs**"). Provided Developer completes the Improvements in accordance with this Agreement and all other applicable agreements and approvals, Developer will be entitled to TASP Fee Credits up to the Estimated Costs of One Million Five Hundred Thousand Dollars (\$1,500,000) as set forth in **Exhibit B**. The Estimated Costs includes all costs and expenses anticipated to be incurred for the design, permitting and construction of the Improvements, including, without limitation, any and all design fees and costs, bond costs, land acquisition costs, hard and soft construction costs, consulting fees and costs, engineering fees and costs, inspection costs, and fees and expenses payable to the City or other governmental or public utility that, with respect to each of the above items, are incurred for the permitting, plan check, inspection and construction of the Improvements ("**Improvement Costs**").

Developer acknowledges and agrees that in accordance with the City's Development Impact Fee Ordinance, if the actual cost of the development of the Improvements exceeds the Estimated Costs of One Million Five Hundred Thousand Dollars (\$1,500,000), Developer

shall not be entitled to any reimbursement of the cost differential or any additional fee credit, provided that if the actual cost of the development of the Improvements is below the Estimated Costs of One Million Five Hundred Thousand Dollars (\$1,500,000), Developer is entitled to the full fee credit up to the Estimated Costs. Notwithstanding any other provision in this Agreement, in no event shall City owe a refund to Developer or provide any additional fee credit above the Estimated Costs.

### **1.3 Park Land Dedication**

The Developer has made an irrevocable offer of dedication to the City for 1.68 acres of park land located within the Project site as described and depicted in **Exhibit C** and as identified by the TASP financing plan that would otherwise be financed by the TASP Fee. The park land will serve more than the Developer's properties within the TASP Area. Developer shall receive a fee credit of Four Million Two Hundred Forty-Four thousand Four Hundred Eighty-Six Dollars (\$4,244,486) (\$58.00 per square feet) for the parkland dedication to be applied against projected TASP Fees.

## **SECTION 2. Issuance of Credits**

### **1.1 Credit Issuance Timing**

Upon the execution of this Agreement by the City, the Park Land Fee Credit shall be deemed issued and available for use against TASP Fees due at the time of building permit issuance for each residential unit to be constructed on the Project. Provided Developer is in compliance with each term, condition, and obligation herein, Improvement Fee Credits will be issued and available for use against the applicable TASP FEE due at the time of building permit issuance for each residential unit to be constructed on the Project, at the time that each part of the Improvements are completed (*i.e.*, Improvements Fee Credit in connection with the South Milpitas Blvd. Roadway Improvements shall be issued and available upon the completion of the South Milpitas Blvd. Roadway Improvements; Improvements Fee Credits in connection with the PG&E Transmission Pole Relocation shall be issued and available upon the completion of the PG&E Transmission Pole Relocation; Improvements Fee Credits in connection with the PG&E Distribution Undergrounding-RR Crossing shall be issued and available upon the completion of the PG&E Distribution Undergrounding-RR Crossing). Once the fee credit of Five Million Seven Hundred Forty-Four Thousand Four Hundred Eight Six Dollars (\$5,744,486) has been exhausted Developer shall be required to pay the City the full applicable TASP fee for each residential unit at time of building permit issuance at the rate in effect at that time.

## **SECTION 3. Construction of Improvements**

Developer shall complete construction of the Improvements in accordance with the plans and specifications approved by City and in accordance with City standard construction specifications and this Agreement. All Improvements shall be completed (determined by filing of a notice of completion) prior to issuance of the certificate of occupancy for the final residential unit or building in Tract No. 10218, unless City determines in its sole discretion to waive such condition; provided all PG&E undergrounding and transmission line and pole relocation improvements shall be completed prior to issuance of the certificate of occupancy for the 90<sup>th</sup> residential unit within the Project. In the event the Improvements are not fully constructed and accepted by City as set forth herein, Developer shall be in breach of this Agreement and in addition to all other legal remedies available at law or equity, City may seek reimbursement from Developer for all credits provided under this Agreement including interest at the legal rate. Additionally, City may withhold any and all certificate of occupancy, building permit, map approval, or any other City approval or permit relating to the Project.

**SECTION 4.           Inspection**

City shall at all times have access to the construction site during construction and the Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Improvements with respect to the progress, workmanship and character of materials and equipment used and employed in the work.

Neither observation of the work by City nor failure of City to inspect the Improvements or to discover defects in material or workmanship shall relieve Developer from its obligations to complete construction in accordance with the plans and specifications approved by City and to insure that the Improvements are free of defects in materials and workmanship.

**SECTION 5.           Limited City Obligation**

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except for the developer impact fees that would have otherwise been collected for the Improvements and other capital facilities set forth in the project plans for the TASP fee program. Neither the City of Milpitas general fund nor any other fund of the City, except the TASP Fee program, shall be liable for the credit or payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

**SECTION 6.           Acceptance of Improvements**

At such time as the Developer believes that each Improvement is complete, the Developer shall provide written notice of completion to the City, requesting an inspection. Within ten (10) business days or as mutually agreed following the date of receipt of the Developer's written notice of completion of any Improvement, the City shall conduct a final inspection of the applicable Improvements. If, during the final inspection, the City determines that Improvements have not been completed in accordance with all applicable codes, regulations, permits and approved plans, the City shall prepare a punch list of all items to be completed by the Developer and shall provide such punch list to the Developer within ten (10) business days or as mutually agreed following the final inspection. If the City delivers such punch list to the Developer within said ten (10) business day period or period as mutually agreed upon, then the Developer shall undertake to repair such punch list items in a diligent manner within sixty (60) calendar days. Upon completion of the punch list work, the Developer shall request another final inspection from the City and within ten (10) business days following such written notice from the Developer, the City shall conduct another final inspection. If the City determines that the punch list work is complete and no other deficiencies are identified, the Developer will be deemed to have successfully completed the final inspection. If the City determines that the punch list work is not complete, then City and Developer shall repeat the inspection/punch list procedures specified in this Section until the successful completion of the punch list work and a final inspection. At such time as Developer has successfully completed the final inspection, City shall accept the completed Improvements within thirty (30) calendar days thereafter. City shall not unreasonably withhold, delay or condition acceptance of the Improvements.

**SECTION 7. Conveyance of the Improvements**

Once any Improvement is accepted by the City and no liens have been filed with respect to such Improvement within ninety (90) days following the date of filing the Notice of Completion for such Improvement (or if valid liens were filed during such period, such liens have been bonded around or removed prior to acceptance), the Improvement(s) shall become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Improvements through the City's initial and final acceptance procedures.

**SECTION 8. Delivery of Plans and Specifications**

Prior to acceptance of the Improvements by the City, the Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation and operation of the applicable Improvement(s). Plans shall be submitted in CAD format, GIS format and PDF format as acceptable to the City.

**SECTION 9. Liens, Claims, and Encumbrances**

Prior to acceptance of the Improvements by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or monetary encumbrances on the Improvements, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which fee credits are requested under this Agreement for the Improvements. The City shall have no obligation to issue any Fee Credits for Improvements until the Developer has cleared any and all liens, claims and monetary encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

**SECTION 10. No Third Party Beneficiary**

By entering into this Agreement, City and the Developer are not entering into any contract or agreement with any general contractor, subcontractor, or other party nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement, and City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the Improvements.

**SECTION 11. Warranty and Repair**

The Developer hereby warrants the Improvements as to materials and workmanship and, should any failure of any Improvement occur within a period of one year after initial acceptance of such Improvement by City, the Developer shall promptly cause the needed repairs to be made without cost to City. The provisions contained herein shall not be deemed to limit any rights Developer may have or may have to seek damages or other relief from any acts or omissions of any contractor involved in the construction or design of the Improvements. Notwithstanding the foregoing, Developer's warranty excludes remedy for damage or defect caused by ordinary wear and tear under normal usage, abuse, neglect, modifications not performed by Developer or its agents, and improper or insufficient maintenance not performed by Developer or its agents. Nothing herein shall be construed to limit any other warranties City may have from the manufacturer or any materials used in the Improvements, but the warranty contained in this Section 12 shall be the exclusive warranty of Developer, and all other express or implied warranties of Developer are expressly disclaimed.



the venue for any legal action shall be with the appropriate court in the County of Santa Clara, State of California.

**SECTION 18. Indemnity**

To the fullest extent permitted by law, Developer shall protect, indemnify, defend and hold City, its officers, employees, and agents harmless (with counsel acceptable to City) from and against any and all liability, loss, cost and obligations arising out of or resulting from any injury or loss caused directly or indirectly by any cause whatsoever in connection with or incidental to the (i) activities performed by Developer, its officers, employees, or agents under this Agreement, or (ii) negligence, omission or willful misconduct by Developer, its officers, employee, or agents.

**SECTION 19. Time of Essence**

Time is of the essence in the performance of this Agreement.

**SECTION 20. Waiver**

Developer agrees that waiver by City of any breach or violation of any term, condition, or obligation of this Agreement shall not be deemed to be a waiver of any other term, condition, or obligation contained herein or a waiver of any subsequent breach or violation of the same term, condition or obligation.

**SECTION 21. Compliance with Laws**

Developer shall comply with all applicable federal, state, and local laws, regulations, policies, or guidelines.

**SECTION 22. Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

**SECTION 23. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*Remainder of Page Intentionally Left Blank*

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

**CITY OF MILPITAS:**

**DEVELOPER:**

**MILPITAS STATION (SAN JOSE) VENTURE,  
L.L.L.P., a Delaware limited liability limited partnership**

By: \_\_\_\_\_  
City Manager

By: Milpitas Station (San Jose) ASLI VI, L.L.L.P., a  
Delaware limited liability limited partnership,  
its sole general partner

Dated: \_\_\_\_\_, 2014

By: Milpitas Station (San Jose) GP, LLC, a Delaware  
limited liability company, its sole general partner

Attest:

By: Avanti Properties Group II, L.L.L.P., a Delaware  
limited liability limited partnership, its sole  
member and manager

By: \_\_\_\_\_  
City Clerk

By: Avanti Management Corporation, a Florida  
corporation, its sole general partner

Approved as to form:

By: \_\_\_\_\_  
Marvin M. Shapiro, President

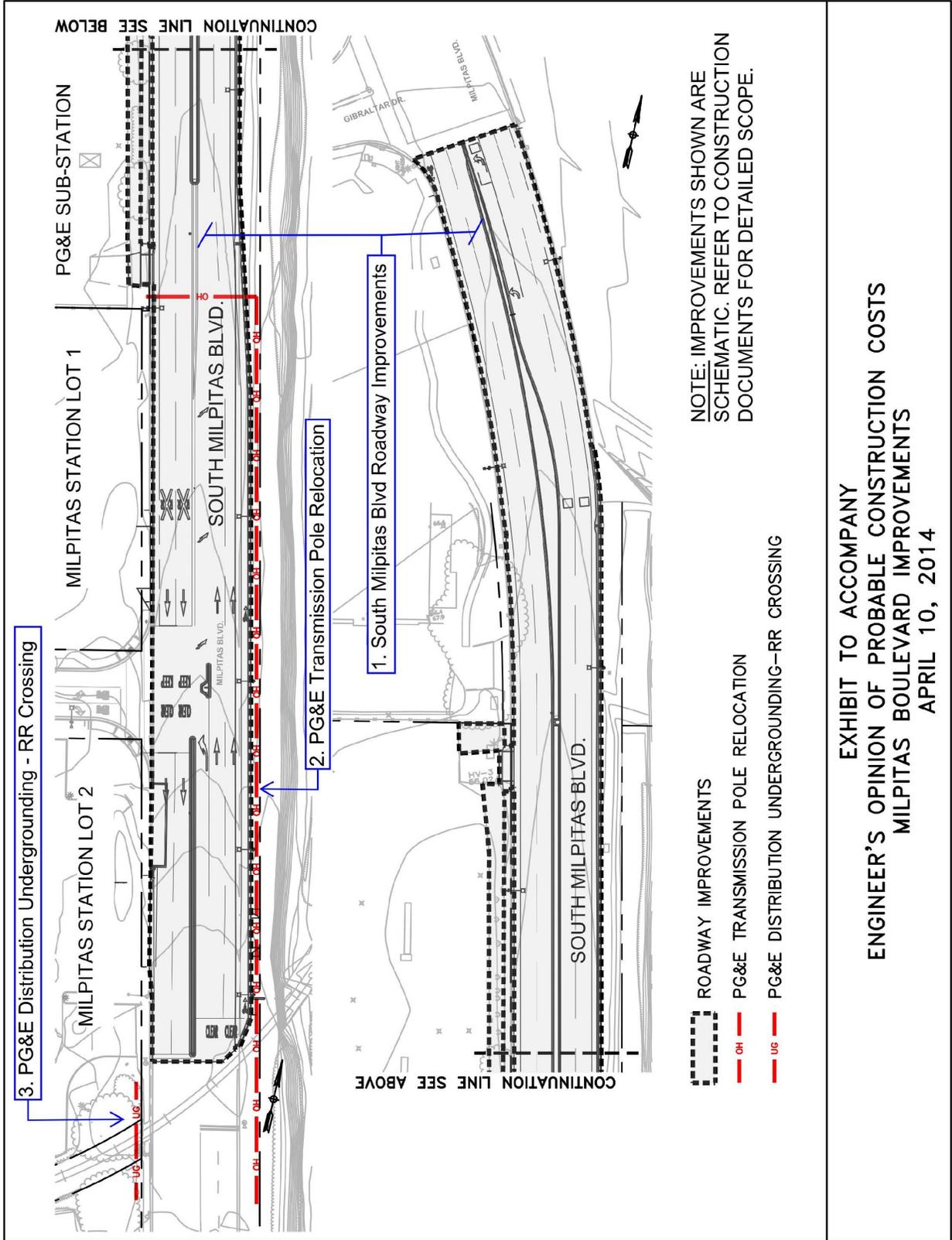
By: \_\_\_\_\_  
City Attorney

Date of Execution: \_\_\_\_\_, 2014

## **EXHIBIT A.1- Improvements**

- 1) South Milpitas Blvd. Roadway Improvements
- 2) PG&E Transmission Pole Relocation
- 3) PG&E Distribution Undergrounding - RR Crossing

**EXHIBIT A.2- Improvements**



NOTE: IMPROVEMENTS SHOWN ARE SCHEMATIC. REFER TO CONSTRUCTION DOCUMENTS FOR DETAILED SCOPE.

- ROADWAY IMPROVEMENTS
- PG&E TRANSMISSION POLE RELOCATION
- PG&E DISTRIBUTION UNDERGROUNDING-RR CROSSING

EXHIBIT TO ACCOMPANY  
 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS  
 MILPITAS BOULEVARD IMPROVEMENTS  
 APRIL 10, 2014

**EXHIBIT B.1- Estimated Cost of Improvements**



4/10/2014

**REIMBURSEMENT AGREEMENT COST SUMMARY  
MILPITAS BOULEVARD IMPROVEMENTS**

<b>ROADWAY IMPROVEMENTS</b>	<b>CONSTRUCTION COST</b>		<b>\$571,520.00</b>
	CONTINGENCY	15%	\$85,728.00
	DESIGN	10%	\$65,724.80
	CONSTRUCTION STAKING	5%	\$32,862.40
	PLAN CHECK & INSPECTION FEES	10%	\$65,724.80
	CONSTRUCTION MANAGEMENT	5%	\$32,862.40
	BONDS (PERFORMANCE & PAYMENT)	2%	\$13,144.96
	MANAGEMENT FEE PER COST SHARING & REIMBURSEMENT AGREEMENT	7%	\$46,007.36
	<b>ROADWAY IMPROVEMENTS TOTAL COST</b>		<b>\$913,574.72</b>
	<b>CITY REIMBURSEMENT</b>		<b>\$850,000.00</b>
	<b>BOND AMOUNT (CONSTRUCTION COST + CONTINGENCY)</b>		<b>\$657,248.00</b>

<b>PG&amp;E TRANSMISSION POLE RELOCATION</b>	<b>CONSTRUCTION COST</b>		<b>\$280,000.00</b>
	CONTINGENCY	15%	\$42,000.00
	BONDS	1%	\$3,220.00
	ITCC CHARGES	35%	\$112,700.00
	<b>PG&amp;E TRANSMISSION POLE RELOCATION TOTAL COST</b>		<b>\$437,920.00</b>
	<b>CITY REIMBURSEMENT</b>		<b>\$400,000.00</b>
	<b>BOND AMOUNT (CONSTRUCTION COST + CONTINGENCY)</b>		<b>\$322,000.00</b>

<b>PG&amp;E DISTRIBUTION UNDERGROUNDING - RR CROSSING</b>	<b>CONSTRUCTION COST</b>		<b>\$156,396.62</b>
	CONTINGENCY	15%	\$23,459.49
	DESIGN	10%	\$17,985.61
	CONSTRUCTION STAKING	5%	\$8,992.81
	PLAN CHECK & INSPECTION FEES	10%	\$17,985.61
	CONSTRUCTION MANAGEMENT	5%	\$8,992.81
	BONDS (PERFORMANCE & PAYMENT)	2%	\$3,597.12
	MANAGEMENT FEE PER COST SHARING & REIMBURSEMENT AGREEMENT	7%	\$12,589.93
	<b>PG&amp;E DISTRIBUTION UNDERGROUNDING - RR CROSSING TOTAL COST</b>		<b>\$250,000.00</b>
	<b>CITY REIMBURSEMENT</b>		<b>\$250,000.00</b>
	<b>BOND AMOUNT (CONSTRUCTION COST + CONTINGENCY)</b>		<b>\$179,856.12</b>

<b>TOTAL OF MILPITAS BOULEVARD IMPROVEMENTS COSTS</b>	<b>\$1,601,494.72</b>
<b>TOTAL CITY REIMBURSEMENT OF COSTS</b>	<b>\$1,500,000.00</b>
<b>TOTAL BOND AMOUNT</b>	<b>\$1,159,104.12</b>

**EXHIBIT B.2- Estimated Cost of Improvements**

4/10/2014

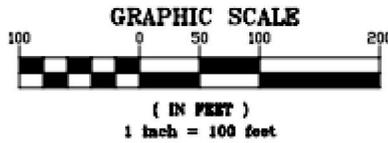


**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS  
MILPITAS BOULEVARD IMPROVEMENTS**

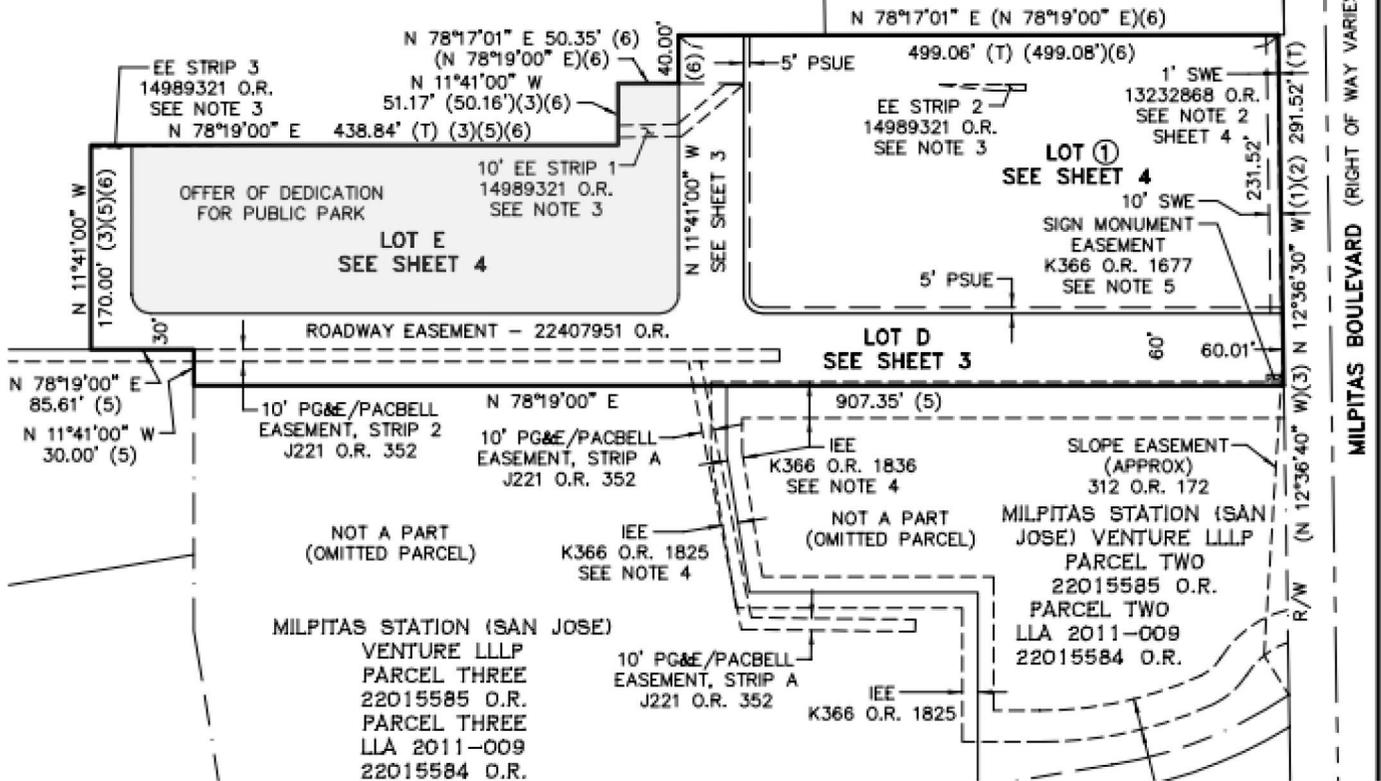
Item	Description	Qty	Unit	Unit Price	
<b><u>ROADWAY IMPROVEMENTS</u></b>					
1	MOBILIZATION	1	LS	\$ 7,500.00	\$7,500.00
2	REMOVE EXISTING CURB (EAST SIDE OF MILPITAS BLVD)	1,100	LF	\$ 3.00	\$3,300.00
3	CLEAR AND GRUB (EAST OF MILPITAS BLVD)	2,200	SF	\$ 0.50	\$1,100.00
4	CLEAR AND GRUB (PG&E FRONTAGE)	3,900	SF	\$ 0.50	\$1,950.00
5	SUBGRADE PREPARATION (LANDSCAPE & HARDSCAPE)	6,000	SF	\$ 0.75	\$4,500.00
6	2-INCH GRIND & OVERLAY	69,110	SF	\$ 3.40	\$234,974.00
7	MEDIAN VERTICAL CURB (INTERIM MEDIAN)	1,910	LF	\$ 17.00	\$32,470.00
8	CURB & GUTTER (EAST SIDE OF MILPITAS BLVD)	1,100	LF	\$ 25.00	\$27,500.00
9	PAVEMENT SECTION (EAST SIDE OF MILPITAS BLVD)	4,300	SF	\$ 5.25	\$22,575.00
10	DRIVEWAY SECTION (EAST SIDE OF MILPITAS BLVD)	130	SF	\$ 18.00	\$2,340.00
11	STREET LIGHTS	10	EA	\$ 4,000.00	\$40,000.00
12	STORM DRAIN MODIFICATIONS (PIPE AND CATCH BASINS)	1	LS	\$ 5,000.00	\$5,000.00
13	MEDIAN ISLAND PCC PAVING (INTERIM MEDIAN)	2,394	SF	\$ 8.50	\$20,349.00
14	EXISTING DRIVEWAY MODIFICATIONS (PG&E)	2	EA	\$ 4,500.00	\$9,000.00
15	BUS STOP PAD	600	SF	\$ 20.00	\$12,000.00
16	MEDIAN VERTICAL CURB (ULTIMATE MEDIAN)	610	LF	\$ 17.00	\$10,370.00
17	MEDIAN ISLAND PCC PAVING (ULTIMATE MEDIAN)	712	SF	\$ 8.50	\$6,052.00
18	SIGNING AND STRIPING	1	LS	\$ 20,000.00	\$20,000.00
19	TRAFFIC CONTROL	1	LS	\$ 50,000.00	\$50,000.00
20	STREET TREES (PG&E FRONTAGE)	12	EA	\$ 200.00	\$2,400.00
21	PLANTING & IRRIGATION (PG&E FRONTAGE)	3,900	SF	\$ 10.00	\$39,000.00
22	STREET TREES (INTERIM MEDIAN)	25	EA	\$ 200.00	\$5,000.00
23	PLANTING & IRRIGATION (INTERIM MEDIAN)	806	SF	\$ 10.00	\$8,060.00
24	STREET TREES (ULTIMATE MEDIAN)	16	EA	\$ 200.00	\$3,200.00
25	PLANTING & IRRIGATION (ULTIMATE MEDIAN)	288	SF	\$ 10.00	\$2,880.00
				<b>SUBTOTAL</b>	<b>\$571,520.00</b>
<b><u>PG&amp;E TRANSMISSION POLE RELOCATION</u></b>					
26	POWER TRANSMISSION POLE - WOOD POLE	2	EA	\$ 65,000.00	\$130,000.00
27	POWER TRANSMISSION POLE - STEEL POLE	1	EA	\$ 150,000.00	\$150,000.00
				<b>SUBTOTAL</b>	<b>\$280,000.00</b>
<b><u>PG&amp;E DISTRIBUTION UNDERGROUNDING - RR CROSSING</u></b>					
28	POWER DISTRIBUTION UNDERGROUNDING - RR CROSSING	1	LS	\$ 156,396.62	\$156,396.62
				<b>SUBTOTAL</b>	<b>\$156,396.62</b>

EXHIBIT C- Park Land Dedication

SCS DEVELOPMENT CO  
 PARCEL 1  
 21922654 O.R.  
 PARCEL 1  
 LLA 2012-006  
 21922653 O.R.



P G & E  
 2967 O.R. 175  
 (PORTION)



\*\*\*\*\*  
 BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS PARCEL THREE  
 IN THE GRANT DEED RECORDED SEPTEMBER 10, 2009, AS DOCUMENT  
 NUMBER 20427536, PARCEL ONE IN THE GRANT DEED RECORDED  
 DECEMBER 21, 2012, AS DOCUMENT NUMBER 22015585, AND THE  
 LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 9, 2014,  
 AS DOCUMENT NUMBER 22591591, SANTA CLARA COUNTY RECORDS  
 \*\*\*\*\*  
 CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
 DATED: MAY 2014 SCALE: AS NOTED



Engineers / Surveyors / Planners

1646 NORTH CALIFORNIA BOULEVARD, SUITE 400  
 WALNUT CREEK, CA 94587

SHEET 3 OF 4  
 C-20068010-50

**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 UPON HEREON; THAT WE ARE THE ONLY PERSON(S) 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 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. LOT E FOR PARK PURPOSES IN FEE.
2. LOT D (GARDEN STREET AND MERRY LOOP) FOR STREET AND PUBLIC UTILITY PURPOSES IN FEE.
3. EASEMENT FOR PUBLIC SERVICE, UTILITY EASEMENT PURPOSES (PSUE).
4. EASEMENT FOR PUBLIC SIDEWALK PURPOSES (SWE).

THE ABOVE MENTIONED EASEMENTS (PSUE AND SWE) 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.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES EXISTING OR OF RECORD.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND THE DATE HEREUNDER WRITTEN.

AS OWNER: MILPITAS STATION (SAN JOSE) VENTURE, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP
BY: MILPITAS STATION (SAN JOSE)ASLI VI, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERHIP, ITS SOLE GENERAL PARTNER
BY: MILPITAS STATION (SAN JOSE) GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE GENERAL PARTNER
BY: AVANTI PROPERTIES GROUP II, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERHIP, ITS SOLE MEMBER AND MANAGER
BY: AVANTI MANAGEMENT CORPORATION, A FLORIDA CORPORATION, ITS SOLE GENERAL PARTNER

BY: \_\_\_\_\_ DATED: \_\_\_\_\_
NAME: MARVIN M. SHAPIRO
TITLE: PRESIDENT

**OWNER'S ACKNOWLEDGMENT:**

STATE OF CALIFORNIA } S.S.
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, 2014, 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 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.

SIGNATURE: \_\_\_\_\_ PRINTED NAME \_\_\_\_\_
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_
MY COMMISSION EXPIRES: \_\_\_\_\_
COMMISSION NUMBER OF NOTARY: \_\_\_\_\_

**TRUSTEE'S STATEMENT:**

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED AUGUST 9, 2012, AS INSTRUMENT NUMBER 21783462, SANTA CLARA COUNTY OFFICIAL RECORDS, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS HEREON.

AS TRUSTEE: AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION

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

**TRUSTEE'S ACKNOWLEDGMENT:**

STATE OF CALIFORNIA } S.S.
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, 2014, 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 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.

SIGNATURE: \_\_\_\_\_ PRINTED NAME \_\_\_\_\_
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_
MY COMMISSION EXPIRES: \_\_\_\_\_
COMMISSION NUMBER OF NOTARY: \_\_\_\_\_

**SIGNATURE OMISSIONS:**

PURSUANT TO SECTION 66436(3)(A) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE:

PACIFIC GAS AND ELECTRIC COMPANY AND PACIFIC BELL: J221 O.R. 352

**SOILS REPORT:**

A SOIL AND GEOTECHNICAL INVESTIGATION REPORT FOR TRACT 10037 HAS BEEN PREPARED BY STEVENS, FERRONE AND BAILEY ENGINEERING COMPANY, INC., PROJECT NO. 437-1, DATED AUGUST 8, 2008, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MILPITAS.

**CITY CLERK'S CERTIFICATE:**

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON \_\_\_\_\_, 2014, HAS TAKEN THE FOLLOWING ACTIONS:

- 1. APPROVED THIS TRACT 10037, MILPITAS STATION, PHASE 1, MASTER MAP.
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
1. LOT D (GARDEN STREET AND MERRY LOOP) FOR STREET AND PUBLIC UTILITY PURPOSES IN FEE.
2. EASEMENT FOR PUBLIC SERVICE, UTILITY EASEMENT PURPOSES (PSUE).
3. EASEMENT FOR PUBLIC SIDEWALK PURPOSES (SWE).
3. LOT E IS IRREVOCABLY OFFERED FOR DEDICATION FOR PARK PURPOSES TO THE CITY OF MILPITAS WHICH MAY BE ACCEPTED BY GRANT DEED TO BE RECORDED UPON COMPLETION AND ACCEPTANCE OF PARK IMPROVEMENTS.
4. PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT THE CITY COUNCIL OF THE CITY OF MILPITAS DOES HEREBY ABANDON AND VACATE THE FOLLOWING: ALL OF THE SIDEWALK EASEMENT DELINEATED ON SHEET 4 OF THIS MAP, PREVIOUSLY DESCRIBED IN THE GRANT OF EASEMENT RECORDED MARCH 21, 1996, AS DOCUMENT 13232868, SANTA CLARA COUNTY RECORDS.

DATED: \_\_\_\_\_ MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

**COUNTY RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AT \_\_\_\_\_M., IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, INCLUSIVE, SERIES NUMBER \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE: \$ \_\_\_\_\_ REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER

BY: \_\_\_\_\_
DEPUTY COUNTY RECORDER

**TRACT 10037 MILPITAS STATION, PHASE 1 MASTER MAP**

BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED SEPTEMBER 10, 2009, AS DOCUMENT NUMBER 20427536, PARCEL ONE IN THE GRANT DEED RECORDED DECEMBER 21, 2012, AS DOCUMENT NUMBER 22015585, AND THE LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 9, 2014, AS DOCUMENT NUMBER 22591591, SANTA CLARA COUNTY RECORDS
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATED: MAY 2014



ENGINEERS / SURVEYORS / PLANNERS

1646 NORTH CALIFORNIA BOULEVARD, SUITE 400
WALNUT CREEK, CA 94597

**ENGINEER'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MILPITAS STATION (SAN JOSE) VENTURE, L.L.L.P., IN APRIL 2011. 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 THIS FINAL MAP, AND IT IS TECHNICALLY CORRECT.

ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED HEREON AND WILL BE SET WITHIN TWO (2) YEARS OF THE COMPLETION OF THE IMPROVEMENTS AND SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_  
DAVID A. LAVELLE, R.C.E. NO. 33227  
LICENSE EXPIRES: JUNE 30, 2014

**CITY SURVEYOR'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_  
ROBERT GULETZ, R.C.E. NO. 24184  
ACTING CITY SURVEYOR, CITY OF MILPITAS  
HARRIS & ASSOCIATES  
EXPIRATION DATE: DECEMBER 31, 2015

**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED: \_\_\_\_\_  
JEFF MONEDA, R.C.E. NO. 60944  
CITY ENGINEER, CITY OF MILPITAS  
EXPIRATION DATE: DECEMBER 31, 2014

**TRACT 10037  
MILPITAS STATION, PHASE 1  
MASTER MAP**

\*\*\*\*\*  
BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED SEPTEMBER 10, 2009, AS DOCUMENT NUMBER 20427536, PARCEL ONE IN THE GRANT DEED RECORDED DECEMBER 21, 2012, AS DOCUMENT NUMBER 22015585, AND THE LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 9, 2014, AS DOCUMENT NUMBER 22591591, SANTA CLARA COUNTY RECORDS  
\*\*\*\*\*  
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

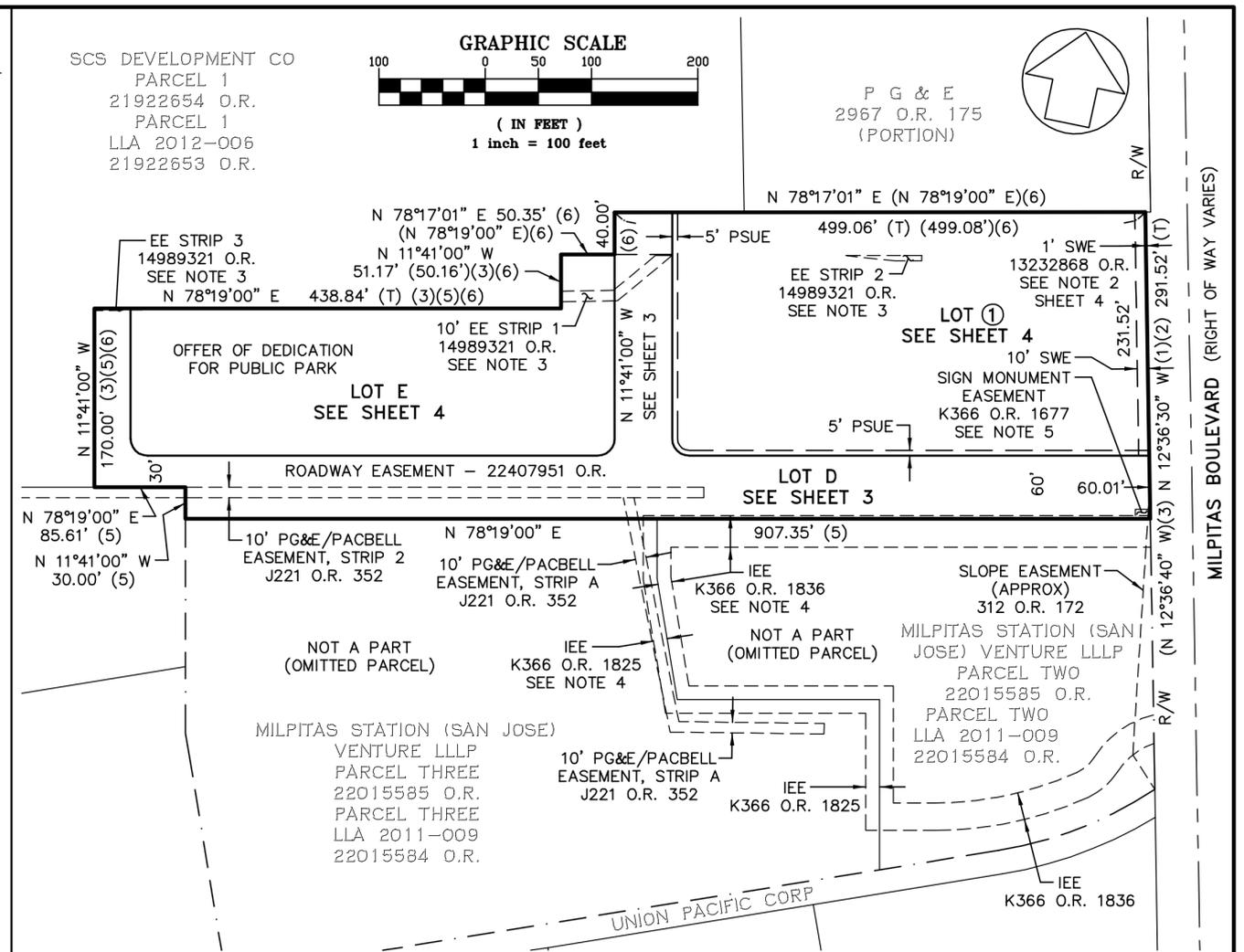
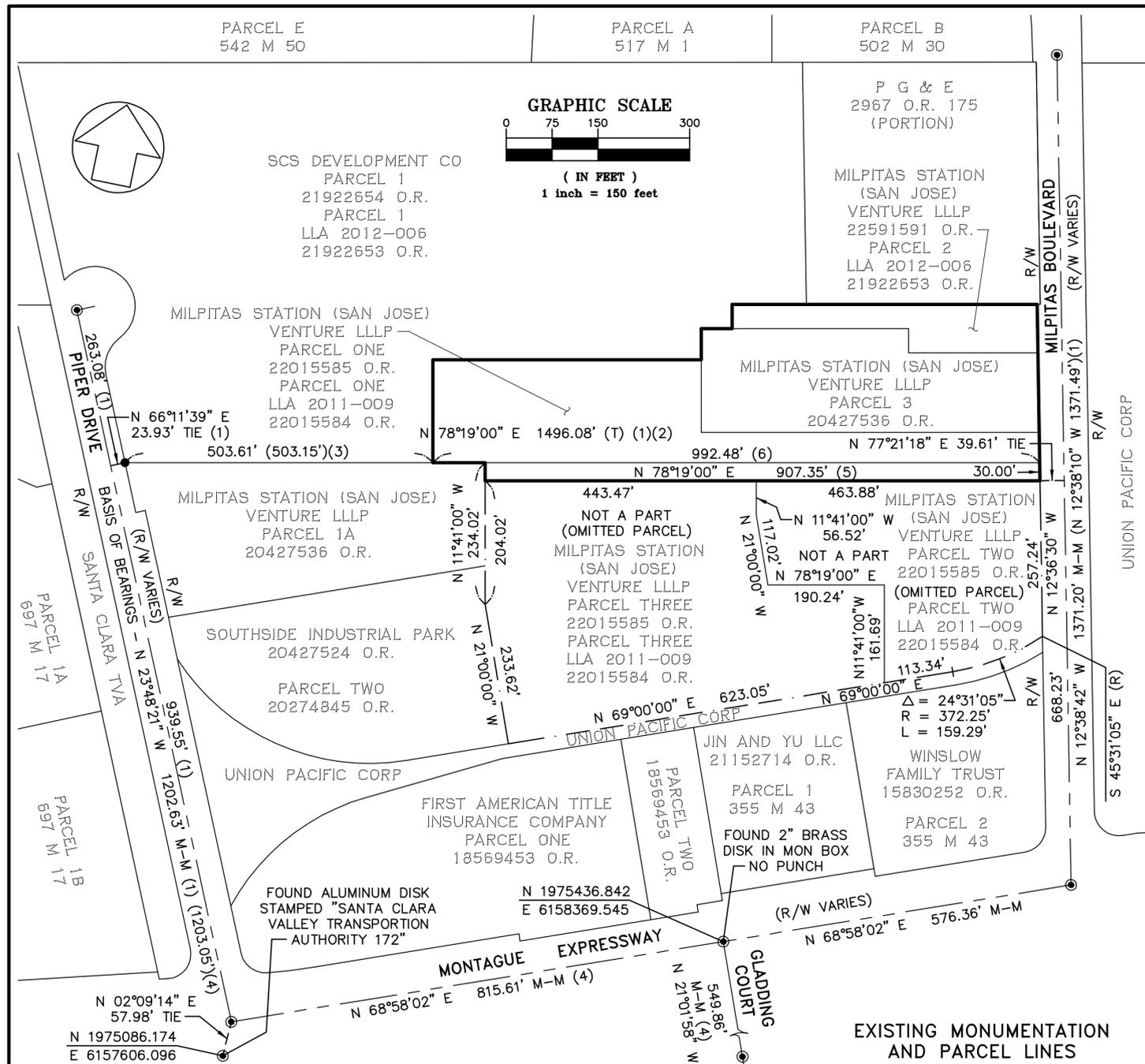
DATED: MAY 2014



**ENGINEERS / SURVEYORS / PLANNERS**

1646 NORTH CALIFORNIA BOULEVARD, SUITE 400  
WALNUT CREEK, CA 94597

SHEET 2 OF 4  
C-20068010-50



- LEGEND:**
- BOUNDARY LINE
  - LOT LINE
  - BOUNDARY LINE PER VESTING TENTATIVE MAP WHICH IS NOT A PART OF THIS PHASE
  - - - - EXISTING EASEMENT LINE
  - - - - EASEMENT LINE
  - MONUMENT LINE
  - INDICATES FOUND STANDARD CITY MONUMENT
  - INDICATES FOUND 3/4-INCH IRON PIPE, NO TAG
  - ⊙ INDICATES SET STANDARD CITY MONUMENT STAMPED "RCE 33227"
  - INDICATES SET 5/8-INCH REBAR AND CAP "RCE 33227"
  - ⊗ INDICATES SET LEAD AND TACK TO BE SET PER TRACT 10060
  - AC ACRES
  - EE ELECTRIC EASEMENT
  - IEE INGRESS/EGRESS EASEMENT
  - LLA LOT LINE ADJUSTMENT
  - M MAP
  - M-M MONUMENT TO MONUMENT
  - O.R. OFFICIAL RECORDS
  - PG&E PACIFIC GAS AND ELECTRIC PUBLIC SERVICES, UTILITY EASEMENT
  - PSUE PSUE
  - R/W RIGHT OF WAY
  - SWE SIDEWALK EASEMENT
  - (T) TOTAL
  - TR TRACT
  - (1) DENOTES MAP REFERENCE NUMBER
  - ( ) DENOTES RECORD INFORMATION PER MAP REFERENCE NUMBER

**BASIS OF BEARINGS:**

THE BEARING "NORTH 23°48'21" WEST" BETWEEN FOUND MONUMENTS ON PIPER DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED NOVEMBER 20, 1987, IN BOOK 580 OF MAPS AT PAGES 49 AND 50, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

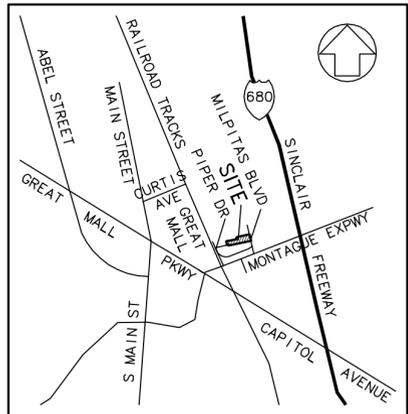
BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN ARE GROUND DISTANCES, TO OBTAIN GRID DISTANCES MULTIPLY BY 0.99994667.

**TRACT 10037  
MILPITAS STATION, PHASE 1  
MASTER MAP**

\*\*\*\*\*  
BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED SEPTEMBER 10, 2009, AS DOCUMENT NUMBER 20427536, PARCEL ONE IN THE GRANT DEED RECORDED DECEMBER 21, 2012, AS DOCUMENT NUMBER 22015585, AND THE LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 9, 2014, AS DOCUMENT NUMBER 22591591, SANTA CLARA COUNTY RECORDS \*\*\*\*\*  
**CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA**  
DATED: MAY 2014 SCALE: AS NOTED

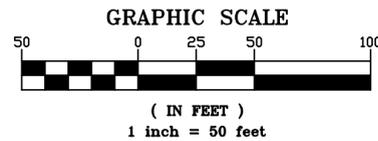


1646 NORTH CALIFORNIA BOULEVARD, SUITE 400  
WALNUT CREEK, CA 94597  
SHEET 3 OF 4  
C-20068010-50



- VICINITY MAP**  
NOT TO SCALE
- MAP REFERENCE:**
- (1) 580 M 49-50 (PARCEL MAP)
  - (2) 294 M 35 (PARCEL MAP)
  - (3) 14643238 O.R. (LLA 98-38)
  - (4) 308 M 16-18 (RECORD OF SURVEY)
  - (5) 22015584 O.R. (LLA 2011-009)
  - (6) 21922653 O.R. (LLA 2012-006)

- NOTES:**
1. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 5.600 ACRES OF LAND, MORE OR LESS.
  2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
  3. ELECTRICAL EASEMENT TERMINATED BY SEPARATE INSTRUMENT RECORDED SEPTEMBER 16, 2013, AS INSTRUMENT 22387421.
  4. A PORTION OF THE INGRESS, EGRESS EASEMENT EXTINGUISHED BY SEPARATE INSTRUMENTS RECORDED NOVEMBER 1, 2013, AS INSTRUMENT 22433766 AND AS INSTRUMENT 22433767.
  5. SIGN MONUMENT EASEMENT TERMINATED BY SEPARATE INSTRUMENT RECORDED SEPTEMBER 10, 2009, AS INSTRUMENT 20427521.



P G & E  
2967 O.R. 175  
(PORTION)

SCS DEVELOPMENT CO  
PARCEL 1  
21922654 O.R.

PARCEL 1  
LLA 2012-006  
21922653 O.R.

N 78°17'01" E (N 78°19'00" E)(6) 499.06' (T) (499.08')(6)

N 78°17'01" E 50.35' (6)  
(N 78°19'00" E)(6)

N 11°41'00" W  
51.17' (50.16')(3)(6)

ROADWAY EASEMENT-2  
22404887 O.R.

10' SWE  
1' SWE  
13232868 O.R.  
TO BE  
ABANDONED  
BY THIS MAP

N 78°19'00" E 438.84' (T) (3)(5)(6)

LOT E  
1.520 AC.±

OFFER OF DEDICATION  
FOR PUBLIC PARK

LOT ①  
2.372 AC.±

MILPITAS BOULEVARD  
(RIGHT OF WAY VARIES)

MERRY LOOP  
PUBLIC STREET  
N 11°41'00" W  
124.00'

Δ = 90°00'00"  
R = 16.00'  
L = 25.13'

Δ = 90°00'00"  
R = 16.00'  
L = 25.13'

Δ = 90°00'00"  
R = 16.00'  
L = 25.13'

N 78°19'00" E 423.25'

ROADWAY EASEMENT-1  
22407951 O.R.

N 78°19'00" E 432.79'  
N 78°19'00" E 510.84' M-M

231.52'

10' SWE

N 11°41'00" W 170.00' (3)(5)(6)  
N 78°19'00" E 11.94' M-PL

N 78°19'00" E 27.5'

N 78°19'00" E 509.26' M-M

N 78°19'00" E 432.79'  
N 78°19'00" E 510.84' M-M

27.5' 27.50'

N 78°19'00" E 85.61' (5)

N 11°41'00" W 30.00' (5)

N 78°19'00" E 32.5'

LOT D  
1.708 AC.±  
GARDEN STREET  
PUBLIC STREET  
471.24' M-PL

32.5' 60.01'(T) 39.60'  
M-PL 31.84'

10' PG&E EASEMENT  
STRIP 2  
J221 O.R. 352

10' PG&E/PACBELL  
EASEMENT STRIP 2  
J221 O.R. 352  
PORTION WITHIN GARDEN  
STREET TO BE VACATED  
BY SEPARATE INSTRUMENT

N 78°19'00" E  
10' PG&E/PACBELL  
EASEMENT STRIP A  
J221 O.R. 352  
PORTION WITHIN GARDEN  
STREET TO BE VACATED  
BY SEPARATE INSTRUMENT

10' PG&E/PACBELL  
EASEMENT - STRIP A  
J221 O.R. 352

IEE K366 O.R. 1825  
IEE 580 M 49

IEE K366 O.R. 1836  
SEE NOTE 4, SHEET 3

SLOPE EASEMENT  
(APPROX)  
312 O.R. 172

MILPITAS STATION (SAN JOSE)  
VENTURE LLLP  
PARCEL 1A  
20427536 O.R.

MILPITAS STATION (SAN JOSE) VENTURE LLLP  
PARCEL THREE  
22015585 O.R.

MILPITAS STATION (SAN JOSE) VENTURE LLLP  
PARCEL TWO  
22015585 O.R.

PARCEL TWO  
LLA 2011-009  
22015584 O.R.

MONTAGUE  
EXPRESSWAY

**LEGEND:**

- BOUNDARY LINE
- LOT LINE
- - - BOUNDARY LINE PER VESTING TENTATIVE MAP WHICH IS NOT A PART OF THIS PHASE
- - - EXISTING EASEMENT LINE
- - - EASEMENT LINE
- - - MONUMENT LINE
- INDICATES FOUND STANDARD CITY MONUMENT
- INDICATES FOUND 3/4-INCH IRON PIPE, NO TAG
- ⊙ INDICATES SET STANDARD CITY MONUMENT STAMPED "RCE 33227"
- INDICATES SET 5/8-INCH REBAR AND CAP "RCE 33227"
- ⊗ INDICATES SET LEAD AND TACK TO BE SET PER TRACT 10060
- AC. ACRES

- EE ELECTRIC EASEMENT
- LLA LOT LINE ADJUSTMENT
- IEE INGRESS/EGRESS EASEMENT
- M MAP
- M-M MONUMENT TO MONUMENT
- O.R. OFFICIAL RECORDS
- PG&E PACIFIC GAS AND ELECTRIC
- PSUE PUBLIC SERVICES, UTILITY EASEMENT
- R/W RIGHT OF WAY
- SWE SIDEWALK EASEMENT
- (T) TOTAL
- (1) DENOTES MAP REFERENCE NUMBER
- ( ) DENOTES RECORD INFORMATION PER MAP REFERENCE NUMBER

**NOTE:**

1. SEE SHEET 3 OF 4 FOR BASIS OF BEARINGS.
2. THE 1-FOOT SIDEWALK EASEMENT DESCRIBED IN THE GRANT OF EASEMENT RECORDED MARCH 21, 1996, DOCUMENT 13232868, IS ABANDONED PER THIS MAP AND IS SUPERSEDED BY THE 10-FOOT SIDEWALK EASEMENT DEDICATED HEREON.

**MAP REFERENCE:**

- (1) 580 M 49-50 (PARCEL MAP)
- (2) 294 M 35 (PARCEL MAP)
- (3) 14643238 O.R. (LLA 98-38)
- (4) 308 M 16-18 (RECORD OF SURVEY)
- (5) 22015584 O.R. (LLA 2011-009)
- (6) 21922653 O.R. (LLA 2012-006)

**TRACT 10037  
MILPITAS STATION, PHASE 1  
MASTER MAP**

\*\*\*\*\*  
BEING A RESUBDIVISION OF THE LANDS DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED SEPTEMBER 10, 2009, AS DOCUMENT NUMBER 20427536, PARCEL ONE IN THE GRANT DEED RECORDED DECEMBER 21, 2012, AS DOCUMENT NUMBER 22015585, AND THE LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 9, 2014, AS DOCUMENT NUMBER 22591591, SANTA CLARA COUNTY RECORDS  
\*\*\*\*\*  
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
DATED: MAY 2014 SCALE: AS NOTED



1646 NORTH CALIFORNIA BOULEVARD, SUITE 400  
WALNUT CREEK, CA 94597

SHEET 4 OF 4  
C-20068010-50

UNION PACIFIC CORP

**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 UPON HEREON; THAT WE ARE THE ONLY PERSON(S) 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 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 1-A, 1-B, 1-C, 1-D, 1-E, 1-F AND 1-G FOR EMERGENCY VEHICLE ACCESS EASEMENT PURPOSES (EAE).
- 2. EASEMENTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F AND 1-G FOR PUBLIC SERVICE UTILITY EASEMENT PURPOSES (PSUE).

THE ABOVE MENTIONED EASEMENTS (EAE, PSUE) 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.

AND THE UNDERSIGNED HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, VISITORS, AND TENANTS, WITH MAINTENANCE BY THE HOMEOWNERS ASSOCIATION AS STATED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS, THE FOLLOWING:

AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENTS) WITHIN SAID SUBDIVISION ARE FOR THE BENEFIT OF THE MILPITAS STATION HOMEOWNERS ASSOCIATION (ASSOCIATION) AND/OR MEMBERS THEREOF AND ARE MORE FULLY DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MILPITAS STATION (CCRs) AND ARE NOT DEDICATED TO THE PUBLIC:

- 1. PRIVATE ACCESS EASEMENTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F AND 1-G FOR PRIVATE STREETS. SAID PRIVATE STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, AS STATED IN THE CCRs. THE DESIGNATED PRIVATE ACCESS EASEMENTS ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

OWNER RESERVES THE RIGHT TO CREATE EXCLUSIVE USE AREA EASEMENTS OVER THE COMMON AREA AND THE UNITS IN THE CONDOMINIUM PLANS FOR THIS TRACT.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES EXISTING OR OF RECORD.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND THE DATE HEREUNDER WRITTEN.

AS OWNER: MILPITAS STATION (SAN JOSE) VENTURE, L.L.L.P. A DELAWARE LIMITED LIABILITY LIMITED PARTNERSHIP

BY: MILPITAS STATION (SAN JOSE)ASLI VI, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERHIP, ITS SOLE GENERAL PARTNER

BY: MILPITAS STATION (SAN JOSE) GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE GENERAL PARTNER

BY: AVANTI PROPERTIES GROUP II, L.L.L.P., A DELAWARE LIMITED LIABILITY LIMITED PARTNERHIP, ITS SOLE MEMBER AND MANAGER

BY: AVANTI MANAGEMENT CORPORATION, A FLORIDA CORPORATION, ITS SOLE GENERAL PARTNER

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

NAME: MARVIN M. SHAPIRO

TITLE: PRESIDENT

**OWNER'S ACKNOWLEDGMENT:**

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) S.S.

ON \_\_\_\_\_, 2014, 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 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.

SIGNATURE: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PRINTED NAME  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER OF NOTARY: \_\_\_\_\_

**TRUSTEE'S STATEMENT:**

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED AUGUST 9, 2012, AS INSTRUMENT NUMBER 21783462, SANTA CLARA COUNTY OFFICIAL RECORDS, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS HEREON.

AS TRUSTEE: AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TRUSTEE'S ACKNOWLEDGMENT:**

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) S.S.

ON \_\_\_\_\_, 2014, 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 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.

SIGNATURE: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PRINTED NAME  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER OF NOTARY: \_\_\_\_\_

**SOILS REPORT:**

A SOIL AND GEOTECHNICAL INVESTIGATION REPORT FOR TRACT 10037 HAS BEEN PREPARED BY STEVENS, FERRONE AND BAILEY ENGINEERING COMPANY, INC., PROJECT NO. 437-1, DATED AUGUST 8, 2008, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MILPITAS.

**CITY CLERK'S CERTIFICATE:**

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON \_\_\_\_\_, 2014, HAS TAKEN THE FOLLOWING ACTIONS:

- 1. APPROVED THIS TRACT 10218, FOR CONDOMINIUM PURPOSES, MILPITAS STATION, PHASE 1, BUILDER MAP.
- 2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
  - 1. EASEMENTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F AND 1-G FOR EMERGENCY VEHICLE ACCESS EASEMENT PURPOSES (EAE).
  - 2. EASEMENTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F AND 1-G FOR PUBLIC SERVICE UTILITY EASEMENT PURPOSES (PSUE).

DATED: \_\_\_\_\_ MARY LAVELLE  
CITY CLERK, CITY OF MILPITAS

**COUNTY RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AT \_\_\_\_\_ .M., IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_, \_\_\_\_\_, AND \_\_\_\_\_, SERIES NUMBER \_\_\_\_\_ AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE: \$ \_\_\_\_\_ REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

**TRACT 10218  
FOR CONDOMINIUM PURPOSES  
MILPITAS STATION, PHASE 1  
BUILDER MAP**

\*\*\*\*\*  
BEING A SUBDIVISION OF LOT 1 AS SHOWN ON TRACT 10037, MILPITAS STATION, PHASE 1, MASTER MAP, FILED \_\_\_\_\_, 2014, IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, INCLUSIVE, SANTA CLARA COUNTY RECORDS  
\*\*\*\*\*  
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA  
DATED: MAY 2014



ENGINEERS | SURVEYORS | PLANNERS

1646 NORTH CALIFORNIA BOULEVARD, SUITE 400  
WALNUT CREEK, CA 94597

SHEET 1 OF 3  
C-20068010-50

# MILPITAS STATION OFF-SITE IMPROVEMENTS

## GARDEN STREET & MERRY LOOP

\*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
STORM DRAINAGE SYSTEM	CITY OF MILPITAS	ENGINEERING	ENGINEERING	ENGINEERING
STORM WATER TREATMENT DEVICES	CITY OF MILPITAS	ENGINEERING	ENGINEERING	ENGINEERING

### TRACT NO. 10037 MILPITAS, CALIFORNIA

#### CIVIL SHEET INDEX

- TITLE SHEET
- GENERAL NOTES
- BLUEPRINT FOR A CLEAN BAY
- OVERALL KEY MAP
- DEVELOPMENT PHASING PLAN
- GARDEN STREET DEMOLITION PLAN (0+00.00 TO 18+10.00) **ISEE TRACT 10060 MONTAGUE VILLAGE BACKBONE PUBLIC IMPR. PLANS!**
- GARDEN STREET DEMOLITION PLAN (18+10.00 TO 25+60.43)
- GARDEN STREET GRADING PLAN
- GARDEN STREET GRADING ENLARGEMENTS
- GARDEN STREET PLAN & PROFILE (0+00.00 TO 13+75.00) **ISEE TRACT 10060 MONTAGUE VILLAGE BACKBONE PUBLIC IMPR. PLANS!**
- GARDEN STREET PLAN & PROFILE (13+75.00 TO 18+50.00) **ISEE TRACT 10060 MONTAGUE VILLAGE BACKBONE PUBLIC IMPR. PLANS!**
- GARDEN STREET PLAN & PROFILE (18+50.00 TO 23+70.00)
- GARDEN STREET PLAN & PROFILE (23+70.00 TO 25+60.43)
- GARDEN STREET LIGHTING PLAN
- GARDEN STREET SIGNING & STRIPING (19+50.00 TO 25+60.43)
- GARDEN STREET CROSS SECTIONS
- GARDEN STREET STORM WATER TREATMENT PLAN
- MERRY LOOP DEMOLITION PLAN
- MERRY LOOP GRADING PLAN
- MERRY LOOP PLAN & PROFILE
- MERRY LOOP LIGHTING PLAN
- MERRY LOOP SIGNING & STRIPING PLAN
- MERRY LOOP CROSS SECTIONS
- MERRY LOOP STORM WATER TREATMENT PLAN
- 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) **UNDER SEPARATE CONTRACT!**
- MILPITAS BLVD GRADING PLAN (21+97.00 TO 25+50.00) **UNDER SEPARATE CONTRACT!**
- 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 LIGHTING PLAN **UNDER SEPARATE CONTRACT!**
- MILPITAS BLVD LIGHTING PLAN **UNDER SEPARATE CONTRACT!**
- MILPITAS BLVD SIGNING & STRIPING PLAN **UNDER SEPARATE CONTRACT!**
- MILPITAS BLVD SIGNING & STRIPING PLAN **UNDER SEPARATE CONTRACT!**
- MILPITAS BLVD CROSS SECTIONS **UNDER SEPARATE CONTRACT!**
- LOT 2 DEMOLITION PLAN
- LOT 2 FRONTAGE IMPROVEMENTS
- EROSION CONTROL PLAN
- EROSION CONTROL PLAN
- DETAILS
- DETAILS
- CONDITIONS OF APPROVAL
- CONDITIONS OF APPROVAL
- CONDITIONS OF APPROVAL

#### SOILS REPORT

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

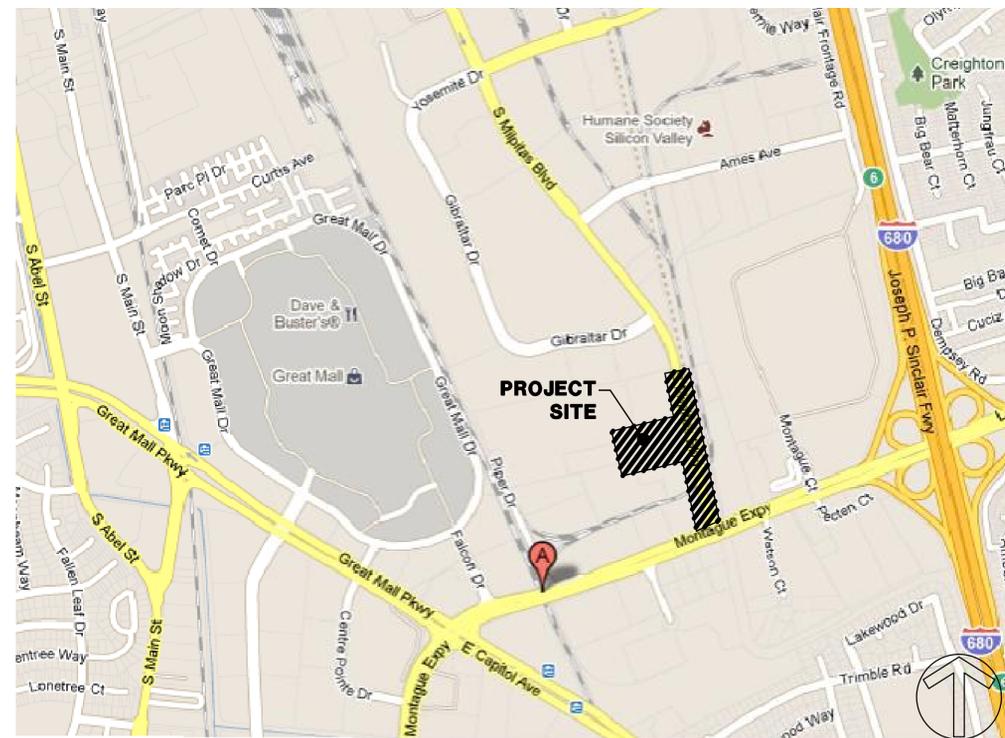
REPORT:  
GEOTECHNICAL FEASIBILITY INVESTIGATION  
MILPITAS STATION RESIDENTIAL DEVELOPMENT  
MILPITAS, CALIFORNIA  
SFB PROJECT No.437-1  
AUGUST 8, 2008

RMA GROUP  
6296 SAN IGNACIO AVENUE, STE. A  
SAN JOSE, CALIFORNIA 95119  
GEORGE MAKIOSSY, 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
442	STREET LIGHTING STANDARD		FOR ON-SITE FIRE SERVICE
443	SIGNING AND STRIPING	734	REDUCED PRESSURE PRINCIPAL
446	STREET SURVEY MONUMENT		BACKFLOW PREVENTER
448	STREET TREE PLANTING	739	COMBINATION 1" OR 2" BLOWOFF AND
462	CURB STORM DRAIN INLET		AIR & VACUUM RELEASE VALVE
464	FLAT GRATE STORM INLET	742	FIRE HYDRANT ASSEMBLY (TYPE A & B)
602	STANDARD FLUSHING INLET	750	ELECTROLYSIS STATION
620	SANITARY SEWER LATERAL (RESIDENTIAL)	752	TRACE WIRE
622	CONNECTION TO EXISTING SANITARY MAIN		



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. 06/30/2015

#### JOINT TRENCH SHEET INDEX

- JOINT TRENCH PLAN

**SEE TRACT 10060 MONTAGUE VILLAGE BACKBONE PUBLIC IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND THE EXTENT OF THIS PROJECT.**

#### 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

#### 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

#### 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 GARDEN STREET, INCLUDING CURB, GUTTER AND SIDEWALK ON THE NORTH SIDE AND CURB & GUTTER ONLY ON THE SOUTH SIDE, UNDERGROUND UTILITIES, AND MERRY LOOP. A NEW RECLAIMED WATER LINE WILL BE EXTENDED FROM THE INTERSECTION OF GIBRALTAR AND MILPITAS BLVD TO GARDEN STREET AND WILL CONTINUE WITHIN GARDEN STREET TO THE LIMIT OF WORK.

#### COST SHARING AGREEMENT

COST SHARING AND REIMBURSEMENT AGREEMENT DATED FOR REFERENCE PURPOSES AS OF AUGUST 18, 2009, IS MADE BY AND BETWEEN THE CITY OF MILPITAS, MILPITAS STATION, LLC, SOUTHSIDE INDUSTRIAL PARK, AND SCS DEVELOPMENT CO.

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 FLOW 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 NPDES. 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.

SIGNATURE \_\_\_\_\_ P.E.  
FIRM: **BKF ENGINEERS**  
ADDRESS: 980 9TH STREET, SUITE 1770, SACRAMENTO, CA 95814  
TELEPHONE: (916) 556-5800 PH/(916) 556-5899 FAX

**BKF**  
ENGINEERS | SURVEYORS | PLANNERS



DATE: 11/8/2013  
SCALE: AS SHOWN  
DESIGN: JTM/RS/SCS  
DRAWN: RS/SCS  
APPROVED: JTM  
JOB NO. 20068010-31

SOILS ENGINEER: THESE PLANS HAVE BEEN REVIEWED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE INTENT AND PURPOSED OF THE GEOTECHNICAL EXPLORATION REPORT DATED \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_  
(NAME) \_\_\_\_\_ DATE \_\_\_\_\_  
FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

RECORD DRAWINGS  
TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY

SIGNATURE & SEAL \_\_\_\_\_ DATE \_\_\_\_\_  
P.E. NO. \_\_\_\_\_ EXP. \_\_\_\_\_  
PUBLIC WORKS INSPECTOR \_\_\_\_\_

Revisions				
Num.	Date	By	Description	City Engr. Aprv. Date

CITY OF MILPITAS  
ENGINEERING DIVISION

APPROVED FOR PUBLIC IMPROVEMENT AS SHOWN ON PLANS: \_\_\_\_\_  
CITY ENGINEER DATE \_\_\_\_\_  
RECOMMENDED FOR APPROVAL: \_\_\_\_\_  
FIRE DEPT. DATE \_\_\_\_\_  
ENGINEERING DATE \_\_\_\_\_

Project No. 3216  
Drawing No. 2-1164  
E.P. No. \_\_\_\_\_  
Sheet 1 of 46

Call Two Working Days Before You Dig!



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

TITLE SHEET

# MILPITAS STATION OFF-SITE IMPROVEMENTS

## MILPITAS BLVD

### 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  
6296 SAN IGNACIO AVENUE, STE. A  
SAN JOSE, CALIFORNIA 95119  
GEORGE MAKDISY, 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)

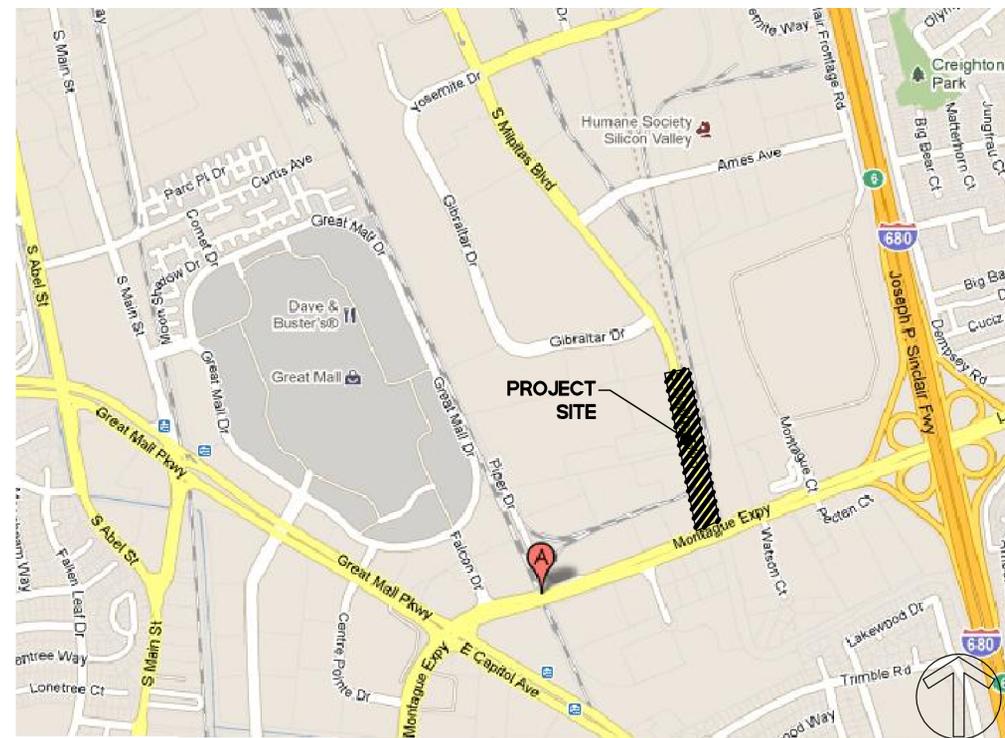
202	LOCATION OF IMPROVEMENTS	702	CONNECTION TO EXISTING SANITARY MAIN
220	TRENCH CONSTRUCTION	704	LOCATION OF THRUST BLOCKS
222	PAVEMENT RESTORATION	706	CAPPED END ASSEMBLY
230	SANITARY & STORM MANHOLE	708	WET TAPS
410	CURB & GUTTER	723	1" WATER SERVICE
419	CURB RAMP	724	1 1/2" WATER SERVICE
427	RESIDENTIAL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

### SCOPE OF WORK

MILPITAS BLVD IMPROVEMENTS WILL INCLUDE SIDEWALK, CURB AND GUTTER, LANDSCAPING, LANDSCAPED MEDIAN, ELECTROLICERS, SPEED FEEDBACK SIGNS, RECLAIMED WATER, BUS STOP, AND SIGNING/STRIPING. AS DEFINED BY THE CREDIT AGREEMENT BETWEEN THE CITY OF MILPITAS AND THE DEVELOPER, A 2-INCH GRIND & OVERLAY, UNDERGROUNDING OF OVERHEAD UTILITY LINES ON THE WEST SIDE OF MILPITAS BOULEVARD (BY PG&E CONTRACT) AND RELOCATING OF THE EXISTING TRANSMISSION POLES (BY PG&E CONTRACT) WILL ALSO BE PROVIDED.

### COST SHARING AGREEMENT

COST SHARING AND REIMBURSEMENT AGREEMENT DATED FOR REFERENCE PURPOSES AS OF AUGUST 18, 2009, IS MADE BY AND BETWEEN THE CITY OF MILPITAS, MILPITAS STATION, LLC, SOUTHSIDE INDUSTRIAL PARK, AND SCS DEVELOPMENT CO.



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. 06/30/2015

### CIVIL SHEET INDEX

- TITLE SHEET
- GENERAL NOTES
- BLUEPRINT FOR A CLEAN BAY
- OVERALL KEY MAP
- MILPITAS BLVD DEMOLITION PLAN (13+500.00 TO 23+80.00)
- MILPITAS BLVD DEMOLITION PLAN (23+80.00 TO 27+90.00)
- MILPITAS BLVD GRADING PLAN (13+50.00 TO 24+50.00)
- MILPITAS BLVD GRADING PLAN (24+50.00 TO 28+00.00)
- MILPITAS BLVD PLAN & PROFILE (13+50.00 TO 18+50.55)
- MILPITAS BLVD PLAN & PROFILE (18+50.00 TO 23+00.00)
- MILPITAS BLVD PLAN & PROFILE (23+00.00 TO 26+00.00)
- MILPITAS BLVD PLAN & PROFILE (26+00.00 TO 28+00.00)
- MILPITAS BLVD FUTURE MEDIAN AT GARDEN STREET INTERSECTION
- MILPITAS BLVD LIGHTING PLAN
- MILPITAS BLVD LIGHTING PLAN
- MILPITAS BLVD SIGNING & STRIPING PLAN
- MILPITAS BLVD SIGNING & STRIPING PLAN
- MILPITAS BLVD CROSS SECTIONS
- EROSION CONTROL PLAN
- DETAILS
- CONDITIONS OF APPROVAL
- CONDITIONS OF APPROVAL
- FUTURE MILPITAS BLVD PLAN LINE
- POWER POLE RELOCATION & UNDERGROUNDING
- POWER POLE RELOCATION & UNDERGROUNDING

### DEFERRED SUBMITTALS:

- SIGNAL AT GARDEN STREET-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

### 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!

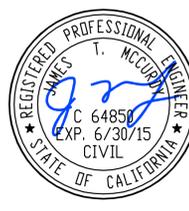


**Dig Safely.**  
1-800-227-2600

TITLE SHEET

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 FLOW 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 NPDES. 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.

SIGNATURE \_\_\_\_\_ P.E.  
FIRM: BKF ENGINEERS  
ADDRESS: 980 9TH STREET, SUITE 1770, SACRAMENTO, CA 95814  
TELEPHONE: (916) 556-5800 PH/(916) 556-5899 FAX



DATE: 2/11/2014  
SCALE: AS SHOWN  
DESIGN: JTM/RS/SCS  
DRAWN: RS/SCS  
APPROVED: JTM  
JOB NO. 20068010-31

SOILS ENGINEER: THESE PLANS HAVE BEEN REVIEWED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE INTENT AND PURPOSED OF THE GEOTECHNICAL EXPLORATION REPORT DATED \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_  
(NAME) \_\_\_\_\_ DATE \_\_\_\_\_  
FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

### RECORD DRAWINGS

TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY

SIGNATURE & SEAL \_\_\_\_\_ DATE \_\_\_\_\_

P.E. NO. \_\_\_\_\_ EXP. \_\_\_\_\_

PUBLIC WORKS INSPECTOR \_\_\_\_\_

### Revisions

Num.	Date	By	Description	City Engr.	Aprv.	Date

### CITY OF MILPITAS ENGINEERING DIVISION

APPROVED FOR PUBLIC IMPROVEMENT AS SHOWN ON PLANS:	Project No. 3216
CITY ENGINEER DATE _____	Drawing No. 2-1183
ANY CHANGES TO PUBLIC IMPROVEMENTS SHALL BE APPROVED BY THE CITY ENGINEER	E.P. No. _____
RECOMMENDED FOR APPROVAL:	Sheet 1 of 25
FIRE DEPT. DATE: _____	
ENGINEERING DATE: _____	