

## **List of Attachments for Item 18**

### **District 1 Building 1 Development Development,** **Project No. 1134**

#### **Attachments:**

18A – Resolution for Summary Vacation of a portion of Old Capitol Avenue (“White Hole”)

18B – Purchase and Sale Agreement for “White Hole” Property

18C – Resolution for Annexation of Real Properties located within Final Tract Map No. 10140 into Community Facility District 2008-1

18D – Subdivision Improvement Agreement between City of Milpitas and Milpitas-District 1 Associates, LLC for public improvements associated with District 1, Building 1

18E – Final Tract Map No. 10140 (District 1, Building 1) and Public Improvement Plans 2-1192 (construction documents for associated public improvements)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS SUMMARILY  
VACATING A PORTION OF OLD CAPITAL AVENUE PUBLIC RIGHT-OF-WAY  
(KNOWN AS “WHITE HOLE”)**

**WHEREAS**, California Streets and Highways Code Section 8331 authorizes the City Council to summarily vacate a street if both of the following conditions exist: (i) for a period of five consecutive years, the street has been impassable for vehicular travel, and (ii) no public money was expended for maintenance on the street during such period.

**WHEREAS**, California Streets and Highways Code Section 8334 also authorizes the City Council to summarily vacate a street if an excess right-of-way of a street is not required for street purposes.

**WHEREAS**, the City Council intends to summarily vacate a portion of old Capitol Avenue Right-Of-Way (known as “White Hole”), as depicted on **Exhibit A** (Legal Description) and on **Exhibit B** (Legal Depiction) attached to this Resolution, pursuant to California Streets and Highways Code Sections 8331 and 8334.

**WHEREAS**, on November 13, 2013, the Planning Commission of the City of Milpitas adopted Resolution No. 13-035, finding that the summarily vacation and disposition of the “White Hole” is in conformance with the Transit Area Specific Plan and General Plan.

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

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Based on the foregoing, the City Council hereby makes the following findings:
  - a. The portion of Old Capitol Avenue Right-Of-Way described and depicted in **Exhibits A and B**, is an excess right-of-way of a prior street and not required now or in the future for public street right-of-way purposes. The area to be vacated is unimproved and is not necessary now or in the future for the proper functioning of the involved streets as the remaining public street right-of-way is sufficient to accommodate the roadway which in its current condition meets City standards.
  - b. The portion of Old Capitol Avenue Right-Of-Way described and depicted in **Exhibits A and B** has been for a period of five consecutive years impassable for vehicular travel, and no public money was expended for maintenance on the street during such period.
3. Based upon the findings made in this Resolution and the provisions of California Streets and Highways Code Sections 8331 and 8334, the City Council does hereby order that the described portion of Old Capitol Avenue Right-Of-Way (known as “White Hole”), as described and depicted in **Exhibits A and B**, is Summarily Vacated.

4. The City Clerk is hereby directed to record with the Santa Clara County Recorder's Office this Resolution, including **Exhibits A** and **B** hereto.
5. The Excess Street Right-Of-Way vacated herein as described and depicted in **Exhibits A** and **B** will no longer constitute a public street or public right-of-way, provided the City reserves a public service and utility easement, from and after the date of recordation of this Resolution, for all existing and future utilities.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

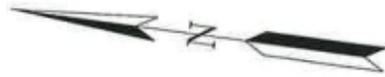
\_\_\_\_\_  
Michael J. Ogaz, City Attorney



**LEGEND**

- BOUNDARY LINE
- \_\_\_\_\_ EXISTING LOT LINE
- (R) RADIAL BEARING
- POB POINT OF BEGINNING

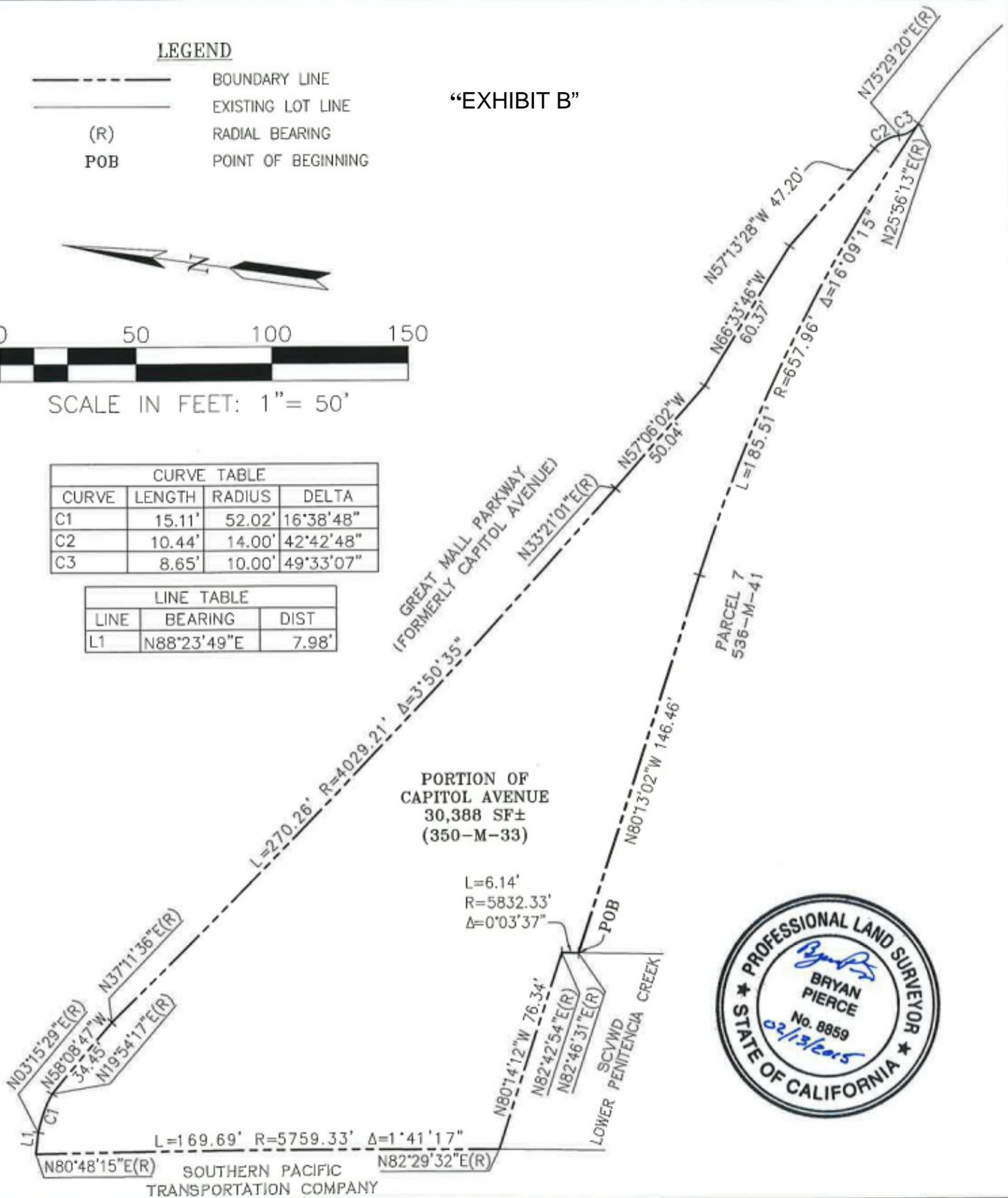
“EXHIBIT B”



SCALE IN FEET: 1" = 50'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	15.11'	52.02'	16°38'48"
C2	10.44'	14.00'	42°42'48"
C3	8.65'	10.00'	49°33'07"

LINE TABLE		
LINE	BEARING	DIST
L1	N88°23'49"E	7.98'



“EXHIBIT B”

PLAT TO ACCOMPANY DESCRIPTION

A PORTION OF CAPITOL AVENUE, AS SHOWN ON THE RECORD OF SURVEY FILED JANUARY 17, 1975 IN BOOK 350 OF MAPS, AT PAGE 33, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

MILPITAS, CA



**RUGGERI-JENSEN-AZAR**

ENGINEERS • PLANNERS • SURVEYORS

8055 CAMINO AFOYO GILROY, CA 95020  
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE:  
1" = 50'

DATE:  
02/13/2015

JOB NO.:  
072030

**AGREEMENT FOR SALE OF  
REAL PROPERTY BETWEEN THE CITY OF MILPITAS AND MILPITAS – DISTRICT  
1 ASSOCIATES, LLC FOR REAL PROPERTY ADJACENT TO GREAT MALL  
PARKWAY AND SOUTH MAIN STREET COMMONLY CALLED “THE WHITE HOLE”  
AREA**

THIS AGREEMENT is made and entered into by and between the CITY OF MILPITAS, a California municipal corporation of the State of California (hereinafter “SELLER”) and MILPITAS – DISTRICT 1 ASSOCIATES, LLC, a Delaware limited liability company (hereinafter “BUYER”) upon execution by SELLER (hereinafter “Effective Date”).

**WITNESSETH:**

**WHEREAS**, SELLER is the owner of that certain real property consisting of approximately .7 acres of undeveloped land located in the City of Milpitas, County of Santa Clara, State of California, more particularly described in **EXHIBIT “A”** and depicted in **EXHIBIT “B”** (hereinafter “PROPERTY”) attached hereto and incorporated herein, which PROPERTY is adjacent to certain property owned by BUYER (the “BUYER PROPERTY”); and

**WHEREAS**, on March 20, 2012, the City Council of the City of Milpitas adopted Resolution No. 8165 approving Site Development Permit No. SD11-0001, Major Tentative Map No. TM11-0002, Conditional Use Permit No. UP11-0037, for the McCandless Mixed Use Project including the development of approximately Three Hundred and Seventy-One (371) residential units and Fifty Two Thousand Four Hundred (52,400) square feet of commercial space on Lot 1 of the project known as “District 1” located on BUYER PROPERTY; and

**WHEREAS**, BUYER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No.

10140 McCandless District 1, to construct a mixed-used residential building (the “Project”) on BUYER PROPERTY; and

**WHEREAS**, BUYER requires the use of a portion of old Capitol Avenue right of way known as the “White Hole” and previously described as the PROPERTY at the southeast corner of South Main Street at Great Mall Parkway east of Union Pacific Railroad for the fulfillment of certain development parking requirements; and

**WHEREAS**, SELLER desires to sell the PROPERTY to BUYER and BUYER desires to purchase the PROPERTY from SELLER on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of their mutual promises, covenants and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

**1. Property to be Conveyed.**

Subject to the provisions of this Agreement, SELLER shall transfer and convey to BUYER by Quitclaim Deed in substantially the same form as **Exhibit “C”**, and BUYER shall purchase and take from SELLER, all of SELLER’s right, title and interest in and to the PROPERTY.

**2. Purchase Price.**

BUYER shall pay to SELLER, in consideration of SELLER's conveyance to BUYER of said PROPERTY a purchase price amount as determined pursuant to this Section 2. The Purchase Price for the PROPERTY shall be determined by SELLER and BUYER prior to issuance by the CITY of the first certificate of occupancy (temporary or final) for the Project, and shall be paid by BUYER to CITY at the Closing (as defined herein). The Purchase Price shall be established by mutual agreed upon

appraised or otherwise determined value of the PROPERTY. Said sum shall hereinafter be referred to as the "Purchase Price".

**3. Tender and Acceptance of Payment.**

BUYER shall immediately open escrow upon full execution of this Agreement with the Escrow Holder as defined in this Section 3. BUYER shall deposit the amount of Fifty Thousand Dollars (\$50,000) with Chicago Title Company, located at 12156 Saratoga-Sunnyvale Road, Saratoga, CA 95070, (408) 973-1900 (Phone) (408) 973-8778 (Fax), Attention: Lori Young, Escrow Branch Mgr., e-mail [younglo@ctt.com](mailto:younglo@ctt.com) (the "Escrow Holder") no later than two (2) business days after the open of escrow. By its execution of this AGREEMENT, SELLER accepts the Purchase Price as full compensation for the PROPERTY. BUYER shall deposit the remaining amount of the Purchase Price with Escrow Holder at least two (2) business days prior to Closing (as defined herein).

**4. Additional Fees and Charges.**

BUYER shall be responsible for the full payment of all title insurance, escrow, recording fees, documentary transfer taxes, broker commission and other fees and charges associated with this transaction. BUYER shall indemnify, defend and hold SELLER harmless from and against, and SELLER shall have no liability or responsibility for any such fees, costs, taxes, or expenses.

**5. Delivery and Recording of Deed and Real Property Taxes.**

No later than thirty (30) days from the Effective Date, SELLER shall deliver, to the office of the Escrow Holder, a Quitclaim Deed executed by SELLER. SELLER and BUYER shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The SELLER and BUYER shall provide Escrow Holder with any separate instructions for closing escrow consistent with

the terms of this AGREEMENT. The Escrow Holder will close the escrow and record the Quitclaim Deed no later than five (5) business days following (1) written notice from SELLER that BUYER has satisfied the Closing Construction Conditions set forth in subclauses (A), (B) and (C) below (as defined below), (2) Escrow Holder confirms that Closing Construction Condition set forth in subclause (D) below has been satisfied, and (3) written notice from Buyer that it is ready to consummate the Closing (hereinafter, the "Closing Date"), or such earlier or later date mutually agreed upon and as directed by both BUYER and SELLER in their escrow instructions. Real property taxes and assessments, if any, shall be payable by BUYER for the period from and after the Effective Date of this Agreement.

For purposes hereof, "Closing Construction Condition" means (A) the completion of foundation component of the retail building to be constructed on the BUYER PROPERTY; (B) the initial commencement of constructing the above ground component retail shell of such retail building (as evidenced by first inspection of such retail shell component); (C) the parties have agreed upon the Purchase Price as set forth in Section 2 of this Agreement; and (D) BUYER has deposited with Escrow Holder the full amount of the Purchase Price as set forth in Section 3 of this Agreement.

In the event the Closing Date does not occur on or prior to the date upon which the Certificate of Occupancy (temporary or final) for the One Hundred Eighty Seventh (187<sup>th</sup>) residential unit is issued by the City, subject to delay as further described below (the "Outside Closing Date"), through no fault of Seller, then Seller shall have no obligation to close on the Sale of the Property and may terminate escrow upon written notice to Escrow Holder and Buyer. Additionally, City shall have no obligation to issue any Certificate of Occupancy (temporary or final) after the One Hundred Eighty Seventh (187<sup>th</sup>) residential unit if the Closing Date does not occur prior to the Outside Closing Date. Notwithstanding the foregoing, the Outside Closing Date shall be extended on a day-for-day basis in the event of a delay by BUYER in satisfying the Closing Condition that is out of Buyer's reasonable control, including delays caused by to strikes or other labor disputes, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; for hazardous materials or toxic substances at the BUYER PROPERTY; or for the actions or inaction of governmental agencies.

UPON SUCH TERMINATION, ESCROW HOLDER SHALL DELIVER \$50,000 (THE "RELEASED AMOUNT") OF THE PURCHASE PRICE TO SELLER AS LIQUIDATED DAMAGES TO RECOMPENSE SELLER FOR TIME SPENT, LABOR AND SERVICES PERFORMED, AND THE LOSS OF ITS BARGAIN; AND THE REMAINDER OF THE PURCHASE PRICE, PLUS ANY INTEREST ACCRUED THEREON, SHALL BE DISBURSED TO BUYER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO AFFIX DAMAGES IF PURCHASER SO DEFAULTS AND THAT SUCH RELEASED AMOUNT TO SELLER REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AGREES TO ACCEPT SUCH RELEASED AMOUNT AS SELLER'S SOLE REMEDY IF BUYER DEFAULTS IN ITS OBLIGATION PURCHASE THE PROPERTY PURSUANT TO THIS AGREEMENT. THE FOREGOING IS NOT INTENDED TO LIMIT BUYER'S INDEMNITY OBLIGATIONS HEREUNDER NOR DOES IT IN ANY WAY LIMITS THE CITY'S RIGHTS TO ENFORCE, SUSPEND, REVOKE OR TAKE ANY OTHER ACTIONS RELATING TO ANY PERMITS OR APPROVALS ON THE PROJECT OR TO WITHHOLD CERTIFICATE OF OCCUPANCY AS SET FORTH IN THE PARAGRAPH ABOVE.

**6. Title Insurance.**

BUYER, at its sole cost and expense, may obtain any title insurance it deems necessary for the Property.

**7. Condition of Title.**

SELLER's right, title and interest in and to the PROPERTY shall be delivered by SELLER hereunder subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Closing Date.

**8. AS-IS Property Condition/BUYER's Due Diligence.**

BUYER agrees that: i) it is purchasing the PROPERTY "as is" and in reliance on BUYER's own investigation, which it has had the opportunity to conduct to its satisfaction prior to the Effective Date, ii) no representations or warranties of any kind whatsoever, express or implied, have been made by SELLER regarding the PROPERTY or the legal or physical condition thereof, including without limitation any zoning regulations or other governmental requirements, the existence of "Hazardous Substances" (as defined in Section 9, below) or other site conditions, or any other matters affecting the use, value or condition of the PROPERTY, and iii) it shall take the PROPERTY in the condition that it is in at the Closing Date. To the extent that SELLER has provided to BUYER information or reports regarding the PROPERTY, SELLER makes no representations or warranties with respect to the accuracy or completeness thereof.

**9. Indemnification and Hold Harmless.**

BUYER agrees to protect, defend, indemnify and hold harmless, SELLER, its officers, employees, or agents, from and against all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (collectively, "Claims") of any kind whatsoever paid, incurred, suffered or asserted, or related to, on or after the close of escrow directly or indirectly arising from or attributable to conditions on or BUYER's use of the PROPERTY (including BUYER's use of the PROPERTY before the Effective Date), including without limitation any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the PROPERTY, regardless of whether undertaken due to governmental action. The foregoing hold harmless and indemnification provision and following release provision shall apply to the fullest extent permitted by law, including where such Claim is the result of the act or omission of SELLER, its officers, agents or employees. Without limiting the generality

of this indemnity and hold harmless provision in any way, this provision is intended to operate as an Agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless SELLER, its officers, agents or employees for any liability pursuant to such sections. SELLER and BUYER agree that for purposes of this Agreement, the term "Hazardous Substance" shall have the definition set forth in **EXHIBIT "D"**, which is attached to this AGREEMENT and incorporated by reference. BUYER, for itself, its legal representatives and assigns, releases SELLER, its officers, agents or employees from any and all Claims that it had, now has, or claims to have, or that any person claiming through them may have, or claim to have, arising out of any use of, or conditions on, the PROPERTY (including, without limitation, uses of or conditions on the Property undertaken or caused by BUYER's prior to the Effective Date).

**10. General Release.**

BUYER acknowledges that it has read and understood the following statutory language of Civil Code Section 1542:

**A general release does not extend to a claim, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

Having been so apprised, to the fullest extent permitted by law, BUYER, elects to assume all risk for claims heretofore or hereafter, known or unknown, arising from the subject of this release, and BUYER knowingly and voluntarily expressly release the SELLER, its officers, agents or employees from all Claims, unknown or unsuspected, arising out of any use of, or conditions on, the PROPERTY. The provisions of Sections 4, 6, 8, 9 and 10 shall survive the close of escrow or earlier termination of this AGREEMENT.

**11. Binding on Successors.**

This AGREEMENT inures to the benefit of and is binding on the parties, their respective heirs, personal representatives, successors and assigns. Buyer shall not have the right to assign this Agreement without the written consent of City, provided that Seller shall not unreasonably withhold its consent to an assignment by Buyer to an entity that is owned and controlled by Buyer.

**12. Merger; Entire Agreement.**

This AGREEMENT supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between SELLER and BUYER relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. The terms of this AGREEMENT shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

**13. Notices.**

Any notice which is required to be given hereunder, or which either party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

To the BUYER:                      Milpitas – District 1 Associates, LLC  
   4901 Birch Street  
   Newport Beach, CA 92600  
   Attention: Frank T. Suryan, Jr.  
   Telephone: 949-252-9101  
   Facsimile: 949-252-9202

or to such other place as BUYER may designate by written notice.

With copies to: Lyon Communities  
4901 Birch Street  
Newport Beach, CA 92660  
Attention: Michael Barmettler, Esq.  
Telephone: (949) 838-1235  
Facsimile: (949) 252-9202  
E-mail: mb@lyon1.com

To the SELLER: City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035  
Attention: Thomas C. Williams, City Manager  
Telephone: (408) 586-3050  
Facsimile: (408) 586-3056  
E-Mail: twilliams@ci.milpitas.ca.gov

or to such other place as SELLER may designate by written notice.

**14. Miscellaneous.**

- a. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- b. If there be more than one entity designated in or signatory to this AGREEMENT, the obligations hereunder imposed upon BUYER shall be joint and several; and the term BUYER as used herein shall refer to each and every of said signatory parties, severally as well as jointly.
- c. Time is and shall be of the essence of each term and provision of this AGREEMENT.

- d. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for SELLER's entry into this AGREEMENT, and any breach hereof by BUYER shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by BUYER shall be construed to be both a covenant and a condition.
- e. This AGREEMENT shall be deemed to have been made in, and be construed in accordance with the laws of the State of California. Venue for any proceeding to enforce the provisions of this AGREEMENT shall be in the County of Santa Clara.
- f. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- g. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either BUYER or SELLER in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.
- h. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall

be deemed a part of this AGREEMENT as if set forth fully herein. The exhibits to this AGREEMENT are as follows:

Exhibit A – Legal Description of PROPERTY

Exhibit B – Plat of PROPERTY

Exhibit C – Form of Quitclaim Deed

Exhibit D – Hazardous Substances

- i. This AGREEMENT shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.
- j. Days, unless otherwise specified, shall mean calendar days.
- k. The signatories to this Agreement is authorized to execute, on behalf of SELLER and BUYER, deeds and all other documents as may be necessary to effectuate this Agreement and the transfer of the property rights herein.
- l. The SELLER and BUYER shall enter in to a separate right of entry agreement for the use of the PROPERTY by Buyer and its representatives for access, improvement, and construction prior to conveyance.

[Signatures on following page]

**WITNESS THE EXECUTION HEREOF** on the date of execution by SELLER as written below:

“SELLER”

CITY OF MILPITAS,  
a California municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

“BUYER”

APPROVED AS TO FORM:

MILPITAS – DISTRICT 1 ASSOCIATES,  
LLC, a Delaware limited liability company

\_\_\_\_\_  
Michael J. Ogaz  
City Attorney

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**"EXHIBIT A"**  
**LEGAL DESCRIPTION**  
**RIGHT-OF-WAY PURCHASE AREA**

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Capitol Avenue as shown on the Record of Survey filed January 17, 1975 in Book 350 of Maps, at Page 33, Records of Santa Clara County, California, being more particularly described as follows:

**Beginning** at the northwest corner of "Parcel 7", as shown on the Map entitled "Parcel Map, McCandless Technology Park", filed December 5, 1984 in Book 536 of Maps, at Pages 41 through 43, Records of Santa Clara County, California, said point being the beginning of a curve to the left, of which the radius point lies S82°46'31"W, a radial distance of 5,832.33 feet; thence northerly along the arc, through a central angle of 00°03'37", a distance of 6.14 feet; thence N80°14'12"W, a distance of 76.34 feet to the beginning of a non tangent curve to the left, of which the radius point lies S82°29'32"W, a radial distance of 5,759.33 feet; thence northerly along said curve, through a central angle of 01°41'17", a distance of 169.69 feet; thence N88°23'49"E, a distance of 7.98 feet to the beginning of a non tangent curve to the right, of which the radius point lies S03°15'29"W, a radial distance of 52.02 feet; thence easterly along said curve, through a central angle of 16°38'48", a distance of 15.11 feet; thence S58°08'47"E, a distance of 34.45 feet to the beginning of a non tangent curve to the left, of which the radius point lies N37°11'36"E, a radial distance of 4,029.21 feet; thence southeasterly along said curve, through a central angle of 03°50'35", a distance of 270.26 feet; thence S57°06'02"E, a distance of 50.04 feet; thence S66°33'46"E, a distance of 60.37 feet; thence S57°13'28"E, a distance of 47.20 feet; to a tangent curve to the right having a radius of 14.00 feet; thence southeasterly along said curve, through a central angle of 42°42'48", a distance of 10.44 feet to a reverse curve to the left having a radius of 10.00 feet; thence southeasterly along said curve, through a central angle of 49°33'07", a distance of 8.65 feet to the north line of said "Parcel 7", and the point of cusp of curve to the left, of which the radius point lies S25°56'13"W, a radial distance of 657.96 feet; thence along said north line, westerly along said curve, through a central angle of 16°09'15", a distance of 185.51 feet; thence continuing along said north line, N80°13'02"W, a distance of 146.46 feet to the **Point of Beginning**.

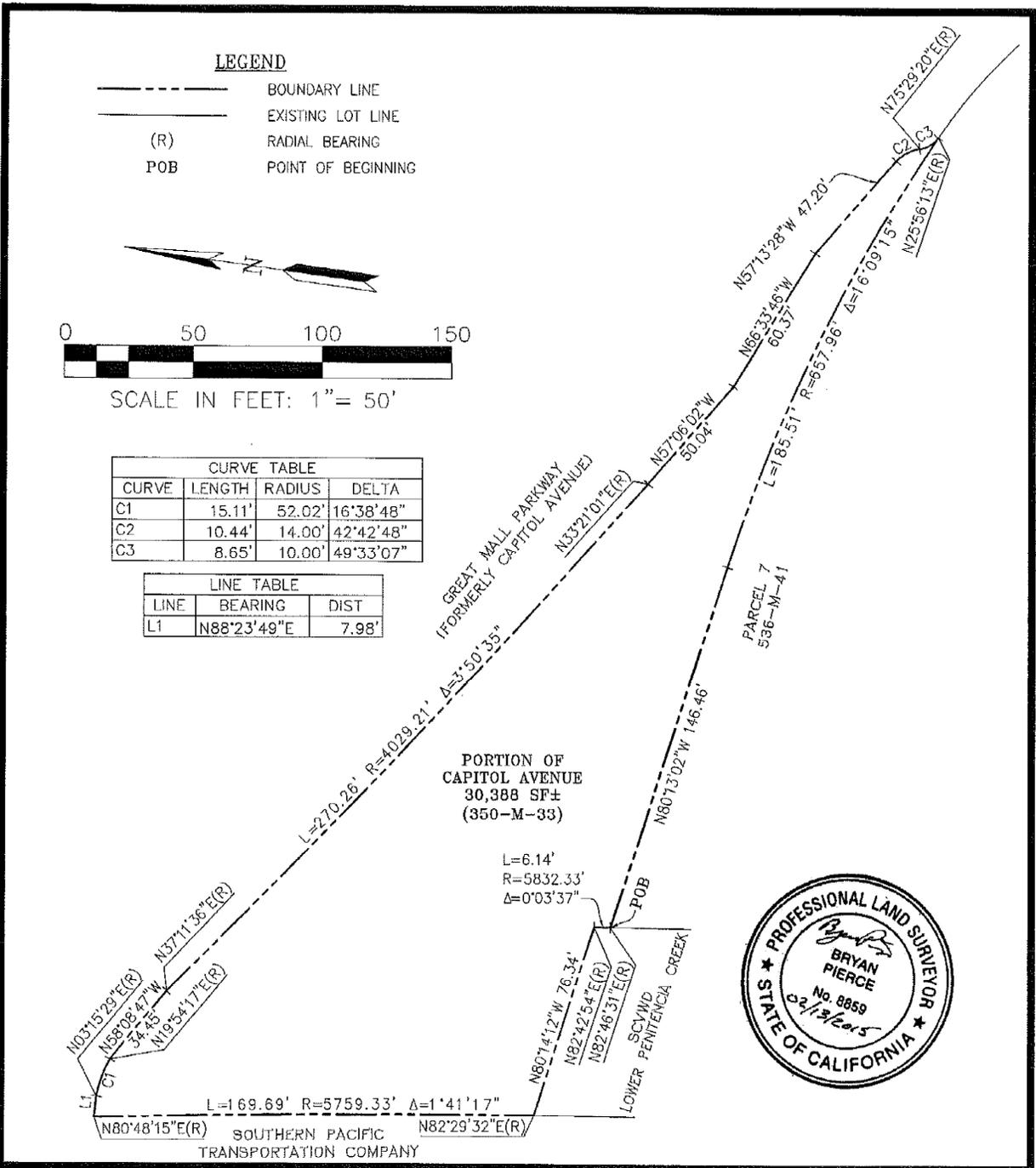
Containing 30,388 square feet or 0.698 acres, more or less.  
As shown on "Exhibit B", attached hereto and made a part hereof.

END OF DESCRIPTION.

---

# EXHIBIT "B"

## PLAT OF PROPERTY



**"EXHIBIT B"**

PLAT TO ACCOMPANY DESCRIPTION

A PORTION OF CAPITOL AVENUE, AS SHOWN ON THE RECORD OF SURVEY FILED JANUARY 17, 1975 IN BOOK 350 OF MAPS, AT PAGE 33, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

MILPITAS, CA

**RUGGERI-JENSEN-AZAR**  
ENGINEERS • PLANNERS • SURVEYORS

8035 CAMINO ARROYO MILPITAS, CA 95020  
PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE: 1"=50'	DATE: 02/13/2015	JOB NO.: 072030
------------------	---------------------	--------------------

**EXHIBIT "C"**  
**QUITCLAIM DEED**

RECORDING REQUESTED BY

\_\_\_\_\_

WHEN RECORDED MAIL TO:

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAIL TAX STATEMENTS TO:

(space above for recorder's use only)

Document transfer tax is \_\_\_\_\_

Computed on full value of property conveyed

City Transfer tax is \_\_\_\_\_

\_\_\_\_\_  
*Signature of declarant*

**QUITCLAIM DEED**

The CITY OF MILPITAS, a California municipal corporation of the State of California, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to MILPITAS – DISTRICT 1 ASSOCIATES, LLC, a Delaware limited liability company, any and all right, title or interest in the real property located in the City of Milpitas, County of Santa Clara, State of California, described in the attached Exhibit A, incorporated by reference to this document, and depicted in the attached Exhibit B, incorporated by reference to this document.

IN WITNESS WHEREOF, the Quitclaimor has caused this instrument to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_, a \_\_\_\_\_

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

**EXHIBITS A and B TO QUITCLAIM DEED**  
**DESCRIPTION AND DEPICTION OF PROPERTY**

**“EXHIBIT A”**  
**LEGAL DESCRIPTION**  
**RIGHT-OF-WAY PURCHASE AREA**

All that real property situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Capitol Avenue as shown on the Record of Survey filed January 17, 1975 in Book 350 of Maps, at Page 33, Records of Santa Clara County, California, being more particularly described as follows:

**Beginning** at the northwest corner of “Parcel 7”, as shown on the Map entitled “Parcel Map, McCandless Technology Park”, filed December 5, 1984 in Book 536 of Maps, at Pages 41 through 43, Records of Santa Clara County, California, said point being the beginning of a curve to the left, of which the radius point lies S82°46'31"W, a radial distance of 5,832.33 feet; thence northerly along the arc, through a central angle of 00°03'37", a distance of 6.14 feet; thence N80°14'12"W, a distance of 76.34 feet to the beginning of a non tangent curve to the left, of which the radius point lies S82°29'32"W, a radial distance of 5,759.33 feet; thence northerly along said curve, through a central angle of 01°41'17", a distance of 169.69 feet; thence N88°23'49"E, a distance of 7.98 feet to the beginning of a non tangent curve to the right, of which the radius point lies S03°15'29"W, a radial distance of 52.02 feet; thence easterly along said curve, through a central angle of 16°38'48", a distance of 15.11 feet; thence S58°08'47"E, a distance of 34.45 feet to the beginning of a non tangent curve to the left, of which the radius point lies N37°11'36"E, a radial distance of 4,029.21 feet; thence southeasterly along said curve, through a central angle of 03°50'35", a distance of 270.26 feet; thence S57°06'02"E, a distance of 50.04 feet; thence S66°33'46"E, a distance of 60.37 feet; thence S57°13'28"E, a distance of 47.20 feet; to a tangent curve to the right having a radius of 14.00 feet; thence southeasterly along said curve, through a central angle of 42°42'48", a distance of 10.44 feet to a reverse curve to the left having a radius of 10.00 feet; thence southeasterly along said curve, through a central angle of 49°33'07", a distance of 8.65 feet to the north line of said “Parcel 7”, and the point of cusp of curve to the left, of which the radius point lies S25°56'13"W, a radial distance of 657.96 feet; thence along said north line, westerly along said curve, through a central angle of 16°09'15", a distance of 185.51 feet; thence continuing along said north line, N80°13'02"W, a distance of 146.46 feet to the **Point of Beginning**.

Containing 30,388 square feet or 0.698 acres, more or less.  
As shown on “Exhibit B”, attached hereto and made a part hereof.

END OF DESCRIPTION.



**EXHIBIT “D”**

**Hazardous Substances**

For the purpose of this Agreement, “**HAZARDOUS MATERIALS**” shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, “**ENVIRONMENTAL LAWS**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS TRACTS  
10140 (“DISTRICT 1 BUILDING 1”) INTO CITY OF MILPITAS COMMUNITY FACILITIES  
DISTRICT NO. 2008-1 ANNEXATION NO. 7**

**WHEREAS**, Milpitas – District 1 Associates, LLC, a Delaware Limited Liability Company is the owner of certain real property commonly known as Tract 10140 (APN No. 086-33-092), more specifically described in the annexation map attached as **Exhibit 1.A** to this Resolution; and

**WHEREAS**, on September 7, 2010, the City Council approved a Tentative Map and Conditional Use Permit (Resolution No. 8029) for the construction of two mixed use buildings and six residential buildings by Integral Communities, LLC on 23 acres (“District 1” and “District 2” Project) located at 1315-1600 McCandless Drive. On March 20, 2012, the City Council subsequently approved a Major Tentative Map, Site Development Permit, and Conditional Use Permit (Resolution No. 8165) to amend the original tentative map and allow the construction of four mixed use buildings (934 dwelling units and 87,023 square feet commercial on 13 acres called “District 1” and 200 residential townhome units on 10 acres called “District 2” located at 1315-1600 McCandless Drive, with ancillary lots for private streets and public streets; and

**WHEREAS**, the District 2 project is under construction and next phase of the development involves a District 1 mixed-use building (“Building 1”) with 371 residential units and 44,943 square feet of commercial space on 5.71 acres located on 1315 McCandless Drive, as further identified as Lot 1 on the tentative map; and

**WHEREAS**, on January 6, 2009, the City Council adopted Resolution Nos. 7815 and 7816, and on January 29, 2009, the City Council adopted Ordinance No. 278 creating the City of Milpitas Community Facilities District No. 2008-1 (“CFD 2008-1”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 *et seq.* Each fiscal year, a special tax is levied on all assessor’s parcels of residential property in CFD 2008-1 in an amount determined by the Council, as described in the attached **Exhibit 1.B** to this Resolution; and

**WHEREAS**, pursuant to the Mello-Roos Community Facilities Act, the City Council also established a procedure to allow and provide for the annexation of parcels within the boundaries of CFD 2008-1 in the future without additional hearings, upon the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, pursuant to Government Code Section 53339.7; and

**WHEREAS**, Milpitas – District 1 Associates, LLC, a Delaware Limited Liability Company, now voluntarily seeks to annex its property to CFD 2008-1 and to be subject to the levy of a special tax thereunder.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Legally valid and unanimous consent to the annexation of real property identified as Assessor’s Parcel No. 086-33-092 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. 7, 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 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 \_\_\_\_\_, 2015 by the City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteves, Mayor

APPROVED AS TO FORM:

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

**EXHIBIT 1**

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

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

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

The Owner is:

**MILPITAS – DISTRICT 1 ASSOCIATES, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

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 3<sup>rd</sup> day of march, 2015, in Newport Beach, California.

**Milpitas – District 1 Associates, LLC, a Delaware Limited Liability Company**

By: 

\*\*By: Michael Barnettler  
Name: Michael Barnettler  
Title: Secretary of Managing Member

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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On March 3, 2015 before me, Monica Fajardo, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Michael Barnettler  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Consent and Election to Annex Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

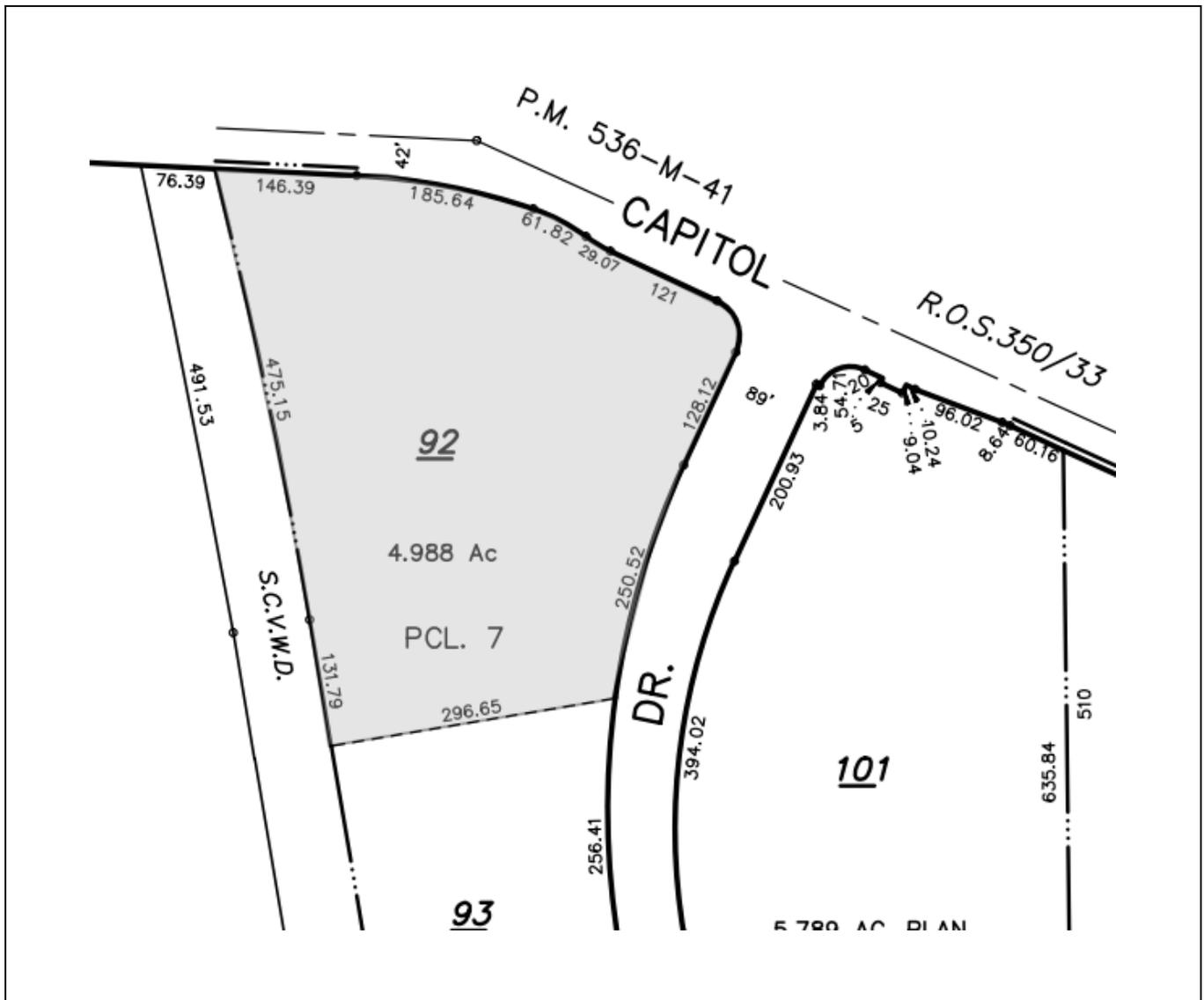
Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT 1.A**

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

**ANNEXATION No. 7**

Assessor Parcel No.	Owner
086-33-092	Milpitas – District 1 Associates, LLC, a Delaware Limited Liability Company



## EXHIBIT 1.B

### CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 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**

<b>Land Use Class</b>	<b>Land Use Type</b>	<b>Maximum Special Tax Per Dwelling Unit</b>
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. 7**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at MILPITAS, California.

---

CITY CLERK  
CITY OF MILPITAS  
STATE OF CALIFORNIA

**EXHIBIT 2**

**SHEET 1 OF 1**

Filed in the office of the City Clerk of the City of Milpitas this \_\_\_\_ day of \_\_\_\_\_, 2015.

City Clerk, City of Milpitas

I hereby certify Annexation Map No. 7 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 \_\_\_\_\_, 2015, by its Resolution No. \_\_\_\_\_.

City Clerk, City of Milpitas

Filed this \_\_\_\_ day of \_\_\_\_\_, 2015, at the hour of \_\_\_\_ o'clock \_\_\_\_ m., in Book \_\_\_\_ of Maps of Assessment and Community Facilities Districts at Page \_\_\_\_ in the office of the County Recorder in the County of Santa Clara, State of California.

County Recorder,  
County of Santa Clara

The boundary of Community Facilities District No. 2008-1 is co-terminous with the boundary of the City of Milpitas in \_\_\_\_\_, 2015.

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
  - Map No. 6: 08636003, 08636004, 08636005, 08636006
  - Map No. 7: 08633092

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

**Legend**

-  Location of Initial Formation of Community Facilities District No. 2008-1 (Public Services) (08632033, 08632034, 08632035, 08632036)
-  Boundary of CFD 2008-1
-  Annexation No.



**EXHIBIT 2**  
ANNEXATION MAP NO. 7 AND UPDATE OF ANNEXATION MAP NO. 6 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

**CITY OF MILPITAS  
ENGINEERING DIVISION**

Approved: \_\_\_\_\_  
Director of Engineering/City Engineer Date  
Steven Mochida, P.E.

Recommended for approval: \_\_\_\_\_  
Land Development Engineer Date  
Ahmed Aly, P.E.

Drawn By: AA. Title No. CFE 2008-1 Sheet 1 of 1

Subdivider: Milpitas – District 1 Associates, LLC

File No. : 100.01.230  
Private Job Account No.: 1134  
Improvement Plan No.: 2-1192  
Tract Map No.: 10140  
Council Approval Date: 5/5/15

Project Name: District 1, Lot 1, Building 1

**CITY OF MILPITAS**  
**SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_ 2015, 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 – District 1 Associates, LLC, a Delaware Limited Liability Company** (hereafter referred to as “SUBDIVIDER”):

**RECITALS**

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No. 10140 Integral Communities, to construct a mixed-used residential building (the “Project”).
- B. Said map shows certain easements which are offered for dedication for public use.
- C. SUBDIVIDER requires the use of a portion of old Capitol Avenue right of way known as the “White Hole” at southeast corner of South Main Street at Great Mall Parkway east of Union Pacific Railroad (hereinafter “White Hole”) for the fulfillment of certain development parking requirements.
- D. CITY has agreed to vacate and convey the “White Hole” property to the Developer for a valuable consideration simultaneously with the approval of this AGREEMENT under a separate Purchase and Sale Agreement between the parties.

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 **Improvement Plan No. 2-1192** and specifications, which includes setting survey monuments and identified by Project Fund Account No. 1134 (and any subsequent accounts created for this Project, hereby 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 Project. SUBDIVIDER agrees that any design changes to the Improvement Plan may necessitate lot line adjustments or other CITY approval.

2. SUBDIVIDER, at its sole cost and expense, agrees to all of the following subject to the sole satisfaction of the CITY:
- a. Simultaneously with the execution of this Agreement, SUBDIVIDER shall enter into a Purchase Sale Agreement with the CITY for the purchase of the “White Hole” property as further described in the Purchase and Sale Agreement. SUBDIVIDER shall comply with all terms, conditions, and obligations of the separate Purchase and Sale Agreement.
  - b. Simultaneously with the execution of this Agreement, SUBDIVIDER shall enter into a Right of Entry Agreement for the use of the White Hole Property prior to conveyance of the White Hole Property from the CITY to SUBDIVIDER. SUBDIVIDER shall not occupy or use the White Hole property in any manner prior to the full execution of a Right of Entry Agreement.
  - c. SUBDIVIDER shall design and construct approximately 320 lineal feet of new 12” water ductile iron pipe and associated work and improve the area within the “White Hole” property pursuant to approved plans to the satisfaction of the City Engineer and Planning Director as shown in **Exhibit A**. SUBDIVIDER shall obtain an encroachment permit or other approval for any work on said area as required by CITY.
  - d. SUBDIVIDER shall fully construct the build-out of the retail and commercial component of the Project to a “cold dark shell” state pursuant to approved plans to the satisfaction of the City Engineer and Planning Director prior to the issuance of any Certificate of Occupancy (temporary or final) for the One Hundred and Eighty-Seventh (187) residential unit in the Project. No Certificate of Occupancy (temporary or final) shall be issued for any residential unit in the Project after the One Hundred and Eighty-Seventh (187) residential unit, unless SUBDIVIDER has provided to the CITY evidence of a written lease agreement for the tenant improvements and operation of a grocery store located within the Project, to the reasonable satisfaction of the City.
  - e. SUBDIVIDER shall construct all frontage improvements along both sides of McCandless Drive from Great Mall Parkway to the boundary of District 1 pursuant to approved plans and to the satisfaction of the City Engineer and the Planning Director.
  - f. SUBDIVIDER shall relocate and adjust to grade the existing joint trench and all associated facilities including vaults, boxes, cabinets, etc. All above ground structures such as vaults, boxes, cabinets, etc. shall be lowered to match the sidewalk grade for a six foot wide sidewalk consistent with the approved tentative tract map to the satisfaction of the City Engineer and the Planning Director.
  - g. SUBDIVIDER agrees to convey to the adjacent property owner (identified as Lot 2, Building 2 on Project Tentative Map) all necessary easements for access for emergency vehicles, solid waste collection, and the maintenance of certain private utilities and operations in accordance with the approved entitlement. Subdivider shall submit a record of survey prior to the issuance of any Certificate of Occupancy (temporary or final) for the Project to document all easements and property rights created with this Project.
  - h. SUBDIVIDER shall install a 15 foot wide onsite emergency vehicle access pursuant to approved plans, subject to the approval of the City Engineer and Fire Marshall, which will be sufficient for issuance of certificates of occupancy, provided all other requirements for certificates of occupancy are satisfied.

3. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him/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.
4. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the CITY pursuant to approved plans.
5. 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.
6. 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 Subdivider 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.

7. All public improvements to be constructed hereunder shall be completed and ready for final inspection by the CITY **within 36 months** of the date of execution of this Agreement or prior to first Certificate of Occupancy (temporary or final) for the Project, whichever comes first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER. Additionally, CITY may contact the surety bond companies and seek enforcement of any bonds securing this AGREEMENT.
8. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **One Million Dollars (\$1,000,000.00)**, conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.
9. 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.

10. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **One Million Dollars (\$1,000,000.00)**, inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
11. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
12. 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.
13. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's sole cost and expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company approved to transact business in the State of California; (b) be written on the Standard General Liability ISO 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.
14. 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.

15. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or 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.
  
16. SUBDIVIDER agrees to comply with all 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. 1134 (and any subsequent accounts created for this project) for this purpose with additional deposits as required by CITY.

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

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit (10% of Engineers Estimate)	P3222-13-2500	\$100,000.00
2	Improvement Reimbursement Fee	310-3614-xx70	N/A
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$100,000.00</b>

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

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee: \$431,844 (371 units @ \$1,164 per unit; \$30,548.49 for 44,943 SF of retail (5,117 gpd @ \$5.97 gpd))	402-3715	\$462,392.49
2	Water Connection Fee Credit: a credit for previous use)		<\$81,927.50>
3	Sewer Connection Fee: \$521,626 (371 units @ \$1,406 per unit; \$10,138.00 for 44,943 SF of retail (1,190 gpd @ \$8.52))	452-3715	\$531,764.80
4	Sewer Connection Fee Credit: a credit for previous use)		<\$116,921.66>
5	Storm Drain Connection Fee (5.718 acres @ \$21,562 per acre)	340-3711	\$123,291.52
6	Transit Area Specific Plan Impact Fees (Residential) (371 units @ \$32,781 per unit)	350-3718	\$12,161,751.00
7	Transit Area Specific Plan Impact Fees (Retail) (44,943 SF @ \$22.80 per SF)	350-3718	\$1,024,700.40
8	Potable Water Meter Fee	400-3662	N/A
9	Recycled Water Meter Fee	406-3622	N/A
	<b>Sub-total</b>		<b>\$14,105,051.05</b>
10	Permit Automation Fee (2.5% of total fees above)	505-3601	\$352,626.28
		<b>Total =</b>	<b>\$14,457,677.32</b>

The above fees set forth in Section 16.A and Section 16.B are estimates only. The amount of fee to be paid in Section 16.A and Section 16.B shall be the amount in effect as approved by the City Council, at the time that full payment is made to the City at time of building permit issuance. There is no vesting of any fees or charges with execution of this Agreement.

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. 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 it will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
19. CITY will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
20. SUBDIVIDER shall provide an approved Letter of Map Revision (LOMR) and a complete elevation certificate (or floodproofing certificate if applicable) based on finished construction, prior to every issuance of Certificate of Occupancy.
21. SUBDIVIDER shall have a City-approved Storm Water Control Plan (SWCP), including an Operation and Maintenance Plan (O&M Plan), prior to issuance of first building permit. SUBDIVIDER agrees to execute an

Operation and Maintenance Agreement (O&M Agreement) and establish a Project/Private Job Account in accordance with the O&M Agreement.

- 22. SUBDIVIDER hereby irrevocably offers to convey title of the water mains and lines, and appurtenances constructed in or for said subdivision for public use 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.
- 23. SUBDIVIDER agrees to comply with all requirements set forth on Exhibit "B" (attached hereto, hereby referred to and made a part hereof).
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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 \_\_\_\_\_, 2015.

CITY OF MILPITAS

SUBDIVIDER:

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

Milpitas – District 1 Associates, LLC, a Delaware limited liability company

\*\*By: \_\_\_\_\_  
Name: Frank T. Suryan, Jr.  
Title: President of Managing Member

APPROVED AS TO FORM THIS

APPROVED AS TO SUFFICIENCY THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_ day of \_\_\_\_\_, 2015

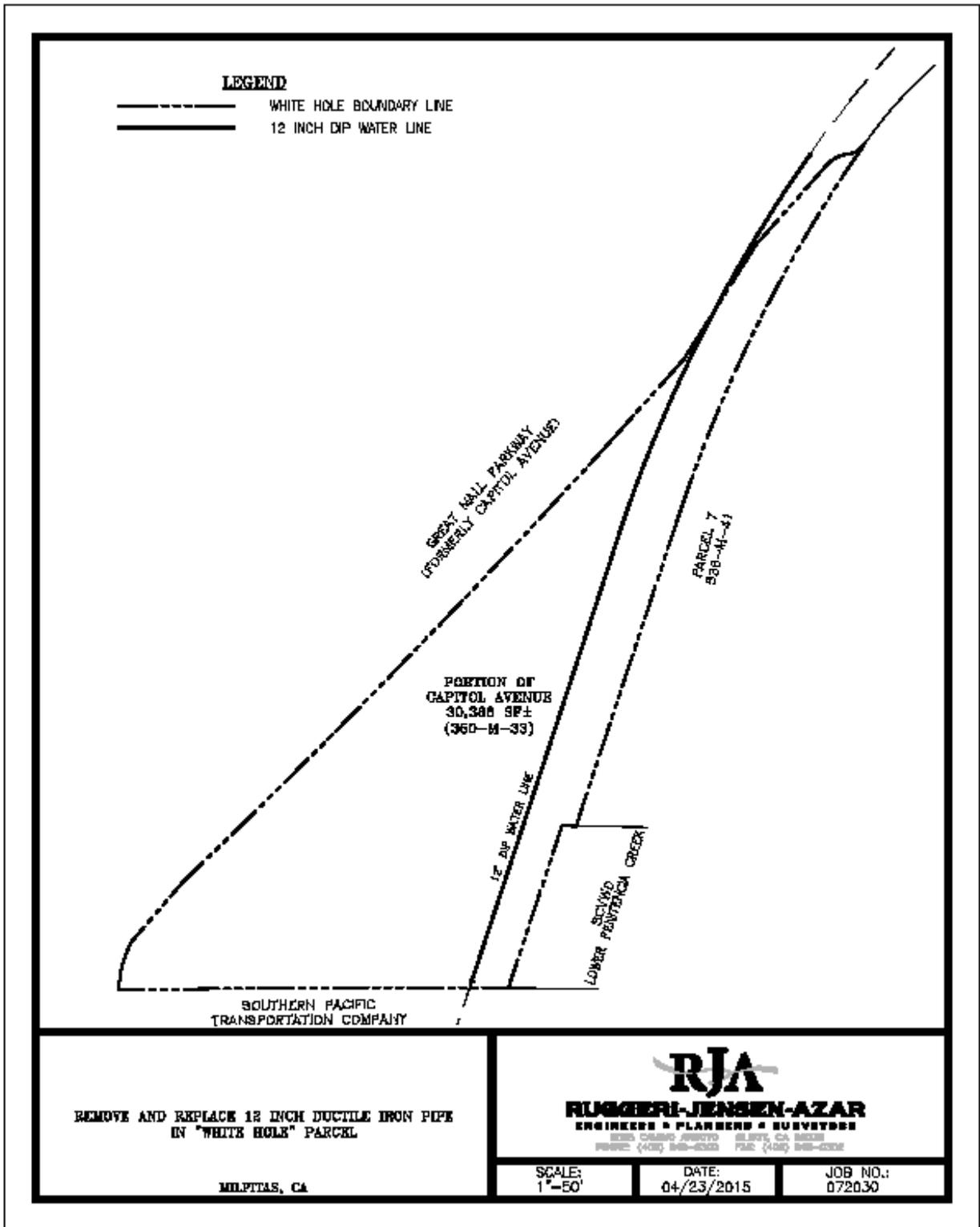
By: \_\_\_\_\_  
Michael J. Ogaz, City Attorney

By: \_\_\_\_\_  
City Engineer

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

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

EXHIBIT "A"



## **EXHIBIT “B”**

1. Subdivider agrees to complete and execute necessary Water Service Agreements, 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 (CFD) 2008-1 for the purpose of maintaining the public services, upon execution of this Agreement. Subdivider will not be required to annex into Community Facility District (CFD) 2005-1.
3. Pursuant to Section 2.b. of this Agreement, Subdivider agrees to enter into a Right of Entry Agreement with the City for construction and future maintenance of the project-related surface and subsurface improvements within the City’s vacated right-of-way at the northwest corner of the project site as shown in Exhibit A of the Right of Entry Agreement.
4. Subdivider agrees to pay the City 2.5% Permit Automation Fee for the applicable fees.
5. Subdivider agrees to comply with all Conditions of Approval, special conditions and notes of approval for this Subdivision.

**CITY OF MILPITAS  
FAITHFUL PERFORMANCE BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: \_\_\_\_\_

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

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of **One Million Dollars (\$1,000,000.00)**, 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 \_\_\_\_\_, 2015.

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 \_\_\_\_\_, 2015.

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

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

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

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2015. )  
)  
)  
)  
)  
)

**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 – District 1 Associates, LLC  
Project Name: District 1, Building 1

Project No. PJ1134  
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 **One Million Dollars (\$1,000,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 2015.

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 \_\_\_\_\_, 2015.

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

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

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

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2015. )  
)  
)  
)  
)  
)

**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 – District 1 Associates, LLC  
Project Name: District 1, Building 1

Project No. PJ 1134  
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 \_\_\_\_\_, 2015.

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 \_\_\_\_\_, 2015.

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

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

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

Subscribed and sworn to before me, a )  
Notary Public, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2015. )

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

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

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

**ACKNOWLEDGMENT**

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

Form Approved:

\_\_\_\_\_

**CITY OF MILPITAS**

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

(Subdivision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015. \*\*

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

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

SUBSCRIBED AND SWORN TO BEFORE ME, a  
Notary Public, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

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

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

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

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

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

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

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

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

**VERIFICATION**

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

\_\_\_\_\_  
 Authorized Signatory (Sign)  
 \_\_\_\_\_  
 (Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
 \_\_\_\_\_  
 (Sign)

\*\* If this certificate is executed outside of California, it must be sworn to before a Notary Public.  
 FORM APPROVED: \_\_\_\_\_, 2015, by \_\_\_\_\_

**IMPROVEMENT PLANS GENERAL NOTES**

**GENERAL**

- All work and materials shall comply with standard specifications, construction details, and standard drawings (listed on sheet 1) of the City of Milpitas available in the City Engineer's office. It is the responsibility of the contractor to obtain permits necessary to perform the improvements in these plans from the appropriate agencies and to comply with the agencies' requirements. All plans shall be prepared on City's Improvements Title Block. The contractor must comply with all applicable national, state and local laws.
- Plans used for construction of public facilities purposes must be signed by the City Engineer or his representative. Any subsequent changes shall be approved by the City Engineer or his representative prior to their construction.
- The official copy of these plans are on file in the office of the City Engineer in Milpitas.
- This plan is subject to review and subsequent approval in the event the work has not commenced within six (6) months of the date of plan approval.
- All utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the City Engineer.
- A \$2000 deposit shall be made to the City of Milpitas and a construction water meter shall be obtained for incidental water used during grading and roadway construction. Water meter(s) shall be installed for incidental water use during building(s) construction and pressure test of water line within the building(s).
- The Contractor shall notify Underground Service Alert (U.S.A.) at (800) 227-2600 48 hours prior to any construction activities, and obtain a reference number.
- Prior to any construction or installation of public facilities, the developer's engineer shall arrange a pre-construction conference between the contractors and the City Public Works Inspector. This shall take place a minimum of seven (7) days prior to the scheduled start of work. At the conference, the developer's engineer shall present the Public Works Inspector with a certified copy of a material list and specifications for installation. Prior to the installation, approval by the City Engineer is required of any non-standard materials. Any non-standard materials shall be demonstrated by the developer's engineer and contractor to equal or exceed City standards.
- The contractor shall call City of Milpitas Public Works Facilities Inspection at (408) 586-2884 to schedule inspections, 48 hours prior to the start of construction.
- Prior to any work, the contractor shall obtain a City Business license and a Public Works Construction or Encroachment Permit.
- The Contractor is responsible for the preservation and/or perpetuation of all existing monuments and stakes within the Contractor's area of work. The Contractor shall not disturb or remove any monuments or stakes without the permission of the City Engineer, and he shall bear the expense of resetting any monuments or stakes which may be disturbed or removed with or without permission. The Contractor shall provide a minimum of 15 Working days notice to the City Engineer prior to disturbance or removal of existing monuments or stakes. The Contractor shall utilize the services of a California Licensed Land Surveyor to reset all disturbed or removed monuments and stakes or provide witness monuments, and file the required documentation with the County Surveyor pursuant to the Business and Professions Code Section 8771.
- When it is found that field conditions are not as shown on the plans, the Consulting Engineer shall make revisions and/or adjustments to the satisfaction of the City Engineer prior to further construction.
- Upon completion of improvements, the developer's engineer shall submit a letter to the City Engineer certifying that those privately maintained improvements (street, lighting, utilities, etc.) have been constructed per the improvement plans.
- Developer shall coordinate with Pacific Gas and Electric Company for the design and installation of all gas and electric facilities.
- Developer shall coordinate with AT&T for the design and installation of all Telephone facilities.
- Construction shall not begin until 7 AM and shall end by 7 PM, weekdays and weekends. No work is allowed on official City holidays.
- A National Pollution Discharge Elimination System Permit (NPDES construction permit) is required prior to commencement of construction activity related to this site and shall be obtained by the Owner and/or Owner's Contractor as appropriate. Any discharge (during construction) or groundwater into the downstream storm system must be uncontaminated. The Contractor shall make this determination prior to any discharge.
- If archaeological materials are uncovered during grading, trenching or other excavation, earthwork within 100' of this area shall be stopped until a professional archaeologist who is certified by the Society of California Archaeologist (SCA) or the Society of Professional Archaeologist (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation measures, if they are deemed necessary.
- Record drawings original plans, including a copy of the AutoCAD files (digital format) shall be furnished to the City Engineer within sixty (60) days of the completion of construction and prior to initial acceptance of public improvements.
- All grading shall comply with City of Milpitas Grading Ordinance, this plan, and the Geotechnical Report prepared by ENGEO, Incorporated dated February 23, 2012 and all subsequent addendums.
- City approval of plans does not relieve the developer from his/her responsibility to correct errors and omissions discovered during construction. Upon request, any required plan revisions shall be promptly submitted to the City Engineer for approval.
- A water valve shall be installed for each residential or commercial area after the meter and prior to entry of the building such that it is accessible to homeowner and City Meter Reader.

**OFFSITE IMPROVEMENT PLANS**

PROJECT NAME: DISTRICT 1 - BUILDING 1

LOT NO. 1 & 2, PARCEL MAP/TRACT NO.10140

CITY OF MILPITAS ENCROACHMENT PERMIT NO. E-EN15-0013

23. The following entities shall be responsible for inspection and maintenance/ownership of the listed facilities and completion certificate by design engineer(state ownership's name and inspection by P.W. inspection or Build. Div.):

Facilities	Ownership	Inspection	Design Engineer
Public street/Parking area in public R/W	City of Milpitas	_____	_____
Public water system including fire hydrants	City of Milpitas	_____	_____

24. Each parcel shall have separate solid waste enclosure and Allied Waste service. Unless, necessary agreements have been recorded to provide for joint use of enclosure and or Allied Waste services for more than one parcel.

**STREET SURFACE NOTES**

- Upon completion of rough grading, actual thickness (structural section) of the base material and AC pavement shall be determined based on the results of R-values. Sand equivalents laboratory testing. Geotechnical/Soil Engineer shall recommend the structural sections of streets to the City Engineer for review and approval.
- The contractor shall not order or place any Portland cement concrete or asphalt concrete paving until the forms and subgrade and/or aggregate base have been inspected by the City Public Works Inspector and approved by the engineer in charge of construction.
- Edge of existing pavement shall be tack coated prior to constructing new pavement.
- Standard street monuments shall be installed on all street intersections and other locations shown on this plan in conformance with City Standard Drawing No. 446.
- Driveway locations shall be set by owner's engineer in compliance with City Standard Drawing No. 430 or 432, unless locations are shown on these plans.
- One street name sign assembly shall be installed in conformance with City Standard Drawing No. 440 at each intersection, and where shown on plans.
- All fire hydrants, electroliers and meter boxes shall clear driveways and other facilities by 5', 5' and 1' respectively.
- All existing facilities shall be adjusted to finish grade as directed by City Public Works Inspector. Manholes, water valve boxes, clean out frames and covers shall be brought to finished grade by the contractor after paving is completed.
- Minimum box trees to be built per Landscape Plan.
- Mailboxes shall be provided as required by U.S. Postal Services, but will not be inspected by the Public Works Inspector.
- The final or surface layer of asphalt concrete shall not be placed until all on-site improvements have been completed, including all grading, and until all unacceptable concrete work has been removed and replaced, unless otherwise approved by the City Engineer.

**UNDERGROUND NOTES**

- The letter "W" shall be impressed in the face of curb where each water service crosses the curb, the letter "S" shall be impressed in the face of curb where each sewer lateral crosses the curb and the letter "R" shall be impressed in the face of curb where each recycled water service crosses the curb.
- The location, depth and existence of underground improvements are shown in their approximate positions based upon information available to the engineer. The contractor shall excavate inspection holes "pot holes" and determine the location and depth of all underground structures and utilities that are in the vicinity of and/or may be affected by the proposed improvement work prior to any construction work which could damage or conflict with said structures and/or utilities.
- Minimum cover for utilities in roadway (from top of pipe to roadway surface) shall be provided (60" sanitary sewer, 42" water line in street, 48" water line in easement, 24" storm line in street). Where the minimum cover cannot be achieved, such locations shall be specifically identified on the plans and the method of protecting the pipe and valve stems shall be indicated. The following solutions shall be subject to the City Engineer's approval:
  - Use of ductile iron pipe and butterfly valves.
  - Concrete cap.
  - Any other solution devised by the Engineer and Contractor.
- Water mains are to be separated a minimum of 10' horizontal distance and 1' vertical distance from sewer and recycled water laterals and mains. Potable water lines shall be above all storm drain, sanitary sewer and recycle water lines.
- Separation between the Recycle water lines from other utilities; such as potable water, fire protection and sanitary sewer; shall be in accordance with the City of Milpitas "Recycled (non-potable) Water Guidelines". Call (408) 586-3329 for a copy.
- Building sewers shall not be connected to laterals until sewers are tested.
- Sanitary sewer lateral shall be constructed to various building locations to be staked in field by owner's engineer prior to construction. A backflow protection device shall be installed per City Standard Drawing No. 624 when the elevation of the lowest floor containing gravity waste drainage is less than one foot above the surface elevation of the nearest upstream public sewer structure (manhole, etc.).

- Connections to existing water mains shall be approved by City Engineer. Contractor shall perform all excavation, prepare site, furnish all materials, install tapping tee, valve and all thrust blocks, backfill, restore surface, and clean up. Non-metallic water lines shall be installed with a trace wire, per City Standard Drawing No. 752.
- All water valves shall be clustered, unless otherwise directed by the City Engineer.
- Each lot shall have separate water, sewer and storm drain services.
- If applicable to this project, water service pressure regulators and sewage backflow protection devices shown are for the information of the developer and City's Building Division. These items are not included in the Public Works inspection or acceptance.
- All utility stubs, especially water line components, shall be capped.
- Abandonment of existing water lines shall take place at the main line.
- Contractors shall not turn water valves without prior approval Utility Maintenance Supervisor at (408) 586-2640.
- All metallic underground piping shall be protected against corrosion per City standard specifications.
- The contractor is responsible for performing locate services for those facilities installed by the contractor until such time as the work has been officially accepted by the City of Milpitas. The marking, labeling, and timing of such locates shall be in conformance with the requirements of Underground Service Alert.
- Contractor shall provide video inspection of all storm and sanitary sewer mains. Video inspection of all mains shall be performed after all testing has been completed.
- If recycled water is provided to the site, owner is responsible to attend Site Supervisor training and submit Annual Self Inspection Reports. If recycled water is used inside a building, Owner is also responsible to perform cross-connection tests every four years.

**SIGNING AND STRIPING NOTES**

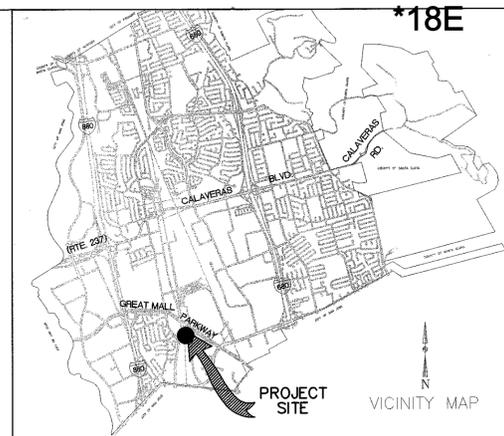
- All signs shall conform to California Manual of Uniform Traffic Control Device (CAMUTCD) 2003.
- Signs shall be of standard size designated for each type in the CAMUTCD, except where noted otherwise.
- Mounting shall conform to CAMUTCD and applicable "standard plans," State of California (Caltrans), latest edition, except where otherwise indicated on plans.
- All traffic signs (except street nameplates) shall be of minimum .080 gage aluminum blanks with 3M high intensity Prismatic reflective faces or approved equal meeting minimum CAMUTCD reflectivity requirements.
- Striping shall conform to appropriate provisions of Chapter 6, CAMUTCD, except where noted otherwise. Traffic stripes and pavement markings shall be thermoplastic with glass beads unless approved otherwise by City Engineer.
- Striping paint for City streets shall be:
  - Rapid Dry Water Brome-White, Yellow and Black to conform to state specifications.
  - Glass beads shall conform to State Specification No. 8010-004 (Type II).
 The certification requirements shall be submitted for ready mixed white and yellow points.
- Raised Pavement Markers of various types shall conform to Section 85, "Pavement Markers", of the State Standard Specifications, these Technical Provisions, and as shown on the plans.
- Painted legends shall conform to standard sizes and patterns used by the City of Milpitas. Arrangements may be made to use the City's Stencils by contacting Public Works Inspector.

**STREET LIGHTING NOTES**

- Splicing of street light conductor is permitted only in pull boxes.
- Electroliers shall be connected to the closest underground secondary P.G.&E. source. Pull (junction) boxes shall be required at each electrolier and where more than one bend of the cable is necessary to reach to electrolier, where shown on plans, and at service point where no P.G. & E. box is installed. Install in-line fuses at electroliers, in the hand hole of each pole. Fuses shall be installed on each energized lead, and shall be adequately sized to conform with the National Electrical Codes (NEC) and enclosed in a phenolic case. Head configuration shall be either double door mounted ballast or single door - swing down ballast. 120/240 volt ballasts shall be provided. Voltage and wattage of electroliers shall be as shown on the plans.
- Street Light Numbers will be assigned by the City and installed on the poles by the contractor as directed by the Public Works Inspector.
- Electroliers shall be LED lights per new street light city standard (most recent 2013). See street light plans for specifications, HAPCO drawing B31859 and B29156.



**CITY OF MILPITAS  
ENGINEERING DIVISION**



**CIVIL PLANS**

SHEET NO.	TITLE
C1	TITLE SHEET
C2	PROJECT NOTES
C3	CONDITIONS OF APPROVAL
C4	CONDITIONS OF APPROVAL
C5	INDEX MAP, LEGEND & ABBREVIATIONS
C6	DETAILS
C7	SYSTEMS MAP
C8	ASSEMBLY BLOWUPS
C9	GREAT MALL PARKWAY GRADING AND UTILITIES
C10	GREAT MALL PARKWAY SIGNING AND STRIPING
C11	GREAT MALL PARKWAY WATER MAIN REPLACEMENT
C12	McCANDLESS DRIVE IMPROVEMENTS
C13	McCANDLESS DRIVE IMPROVEMENTS
C14	McCANDLESS DRIVE SIGNING AND STRIPING
C15	EROSION CONTROL
C16	BEST MANAGEMENT PRACTICES
C17	CITY STANDARD DETAILS
C18	CITY STANDARD DETAILS
C19	CITY STANDARD DETAILS
C20	EVA PLAN (FOR INFORMATIONAL USE ONLY)
C21	EMERGENCY VEHICLE ACCESS PLAN

**LANDSCAPE PLANS**

SHEET NO.	TITLE
L0.00	TITLE SHEET
L1.00	CONSTRUCTION LEGENDS, NOTES, SCHEDULES
L1.01	CONSTRUCTION PLAN
L1.02	CONSTRUCTION PLAN
L1.21	CONSTRUCTION SPECIFICATIONS
L2.00	IRRIGATION LEGENDS, NOTES, SCHEDULES
L2.01	IRRIGATION PLAN
L2.02	IRRIGATION PLAN
L2.11	IRRIGATION DETAILS
L2.12	IRRIGATION DETAILS
L2.13	IRRIGATION DETAILS
L2.21	IRRIGATION SPECIFICATIONS
L2.22	IRRIGATION SPECIFICATIONS
L3.00	PLANTING LEGENDS, NOTES, SCHEDULES
L3.01	PLANTING PLAN
L3.02	PLANTING PLAN
L3.11	PLANTING DETAILS
L3.21	PLANTING SPECIFICATIONS

**TRAFFIC SIGNAL PLANS**

SHEET NO.	TITLE
T1-T4	GREAT MALL PARKWAY AND McCANDLESS DRIVE DEFERRED SUBMITTALS
	STREET LIGHTING PLANS
	JOINT TRENCH PLANS
	SBWR SUBMITTAL
	MULTI-USE TRAIL PLANS
	PHOTOMETRIC PLANS

**RECEIVED**

MAR 25 2015

CITY OF MILPITAS  
ENGINEERING DIVISION



**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 herein is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by 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. \_\_\_\_\_ SEAL \_\_\_\_\_  
 Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_



**RJA**  
**RUGGERI-JENSEN-AZAR**  
 ENGINEERS • PLANNERS • SURVEYORS  
 8055 CAMINO ARROYO GILROY, CA 95020  
 PHONE: (408) 848-0300 FAX: (408) 848-0302

**SOILS ENGINEER:** These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated \_\_\_\_\_, prepared by \_\_\_\_\_

(Name) \_\_\_\_\_ Date \_\_\_\_\_  
 Firm: \_\_\_\_\_ SEAL \_\_\_\_\_  
 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**

Nurr.	Date	By	Description	City Engr. Apprv.	Date

**CITY OF MILPITAS  
ENGINEERING DIVISION**

Approved: \_\_\_\_\_  
 City Project No. 072030  
 City Drawing 1137  
 No. 2-1192  
 Sheet 1 of 21

E-EN15-0013 - P 51134 - BRD REVIEW - 2-1192

**OWNERS' STATEMENT**

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE CITY OF MILPITAS 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 FOR PUBLIC SERVICE, UTILITY, AND SIDEWALK EASEMENT PURPOSES (PSUSE).
- 2. EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
- 3. EASEMENTS FOR OVERLAND DRAINAGE RELEASE OF STORM WATER (ODE).
- 4. EASEMENTS FOR MULTI-USE TRAIL AND ACCESS (MTAE).

THE ABOVE MENTIONED EASEMENTS (PSUSE), (EAE), (ODE), AND (MTAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UTILITY SERVICE AND UTILITY STRUCTURES, CURBS, SIDEWALKS, APPURTENANCES TO THE ABOVE, AND ALL LAWFUL UNSUPPORTED BUILDING OVERHANGS. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSEES, VISITORS AND TENANTS, WITH MAINTENANCE BY THE HOMEOWNERS ASSOCIATION AS STATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR "TRACT 10140, MCCANDLESS DISTRICT 1", THE FOLLOWING:

- 1. EASEMENTS FOR PRIVATE SERVICES AND UTILITY EASEMENT PURPOSES (PRUE), INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION AND MAINTENANCE OF SIDEWALKS, CONDUITS FOR STORM DRAINS, SANITARY SEWERS, WATER LINES, AND THEIR APPURTENANCES.

SAID EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES, EXCEPT FOR IRRIGATION SYSTEMS AND THEIR APPURTENANCES, LAWFUL FENCES, WALKWAYS, AND ALL LAWFUL UNSUPPORTED BUILDING OVERHANGS. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

**OWNERS:**

MILPITAS-DISTRICT 1 ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER OF LOT 1 ONLY)

BY: *Michael A. Barmettler*

NAME: Michael A. Barmettler

TITLE: Secretary of Managing Member

THE CITY OF MILPITAS, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (OWNER OF LOT 2 ONLY)

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

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

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

**OWNER ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF Orange }ss.

ON March 19, 2015, BEFORE ME, Monica Fajardo, Notary Public

PERSONALLY APPEARED Michael A. Barmettler 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.

NOTARY'S SIGNATURE: *Monica Fajardo*  
NAME OF NOTARY (PLEASE PRINT): Monica Fajardo  
PRINCIPAL COUNTY OF BUSINESS: Orange  
MY COMMISSION NUMBER: 2072491  
MY COMMISSION EXPIRES: June 24, 2018

**OWNER ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

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

ON \_\_\_\_\_, 2015, BEFORE ME, \_\_\_\_\_

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.

NOTARY'S SIGNATURE: \_\_\_\_\_  
NAME OF NOTARY (PLEASE PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY CLERK'S CERTIFICATE**

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL OF THE CITY OF MILPITAS, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON \_\_\_\_\_, 20\_\_\_\_, HAS TAKEN THE FOLLOWING ACTIONS:

- 1. APPROVED THIS FINAL MAP, "TRACT 10140, MCCANDLESS DISTRICT 1".
- 2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND DEDICATED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE DEDICATION TO WIT:
  - a.) EASEMENTS FOR PUBLIC SERVICE, UTILITY, AND SIDEWALK EASEMENT PURPOSES (PSUSE).
  - b.) EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
  - c.) EASEMENTS FOR OVERLAND DRAINAGE RELEASE OF STORM WATER (ODE).
  - d.) EASEMENTS FOR MULTI-USE TRAIL AND ACCESS (MTAE).
- 3. PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:
  - a.) THAT PORTION OF THE "SLOPE EASEMENT" GRANTED TO THE CITY OF MILPITAS, IN THE DOCUMENT RECORDED OCTOBER 20, 1975, IN BOOK B672, PAGE 90, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONTAINED WITHIN THE SUBDIVISION SHOWN HEREON.
  - b.) THAT PORTION OF THE "LANDSCAPE EASEMENT" GRANTED TO THE CITY OF MILPITAS, IN THE DOCUMENT RECORDED DECEMBER 10, 1985, IN BOOK J542, PAGE 2058, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONTAINED WITHIN THE SUBDIVISION SHOWN HEREON.
  - c.) A PORTION OF CAPITOL AVENUE AS SHOWN ON THE RECORD OF SURVEY FILED JANUARY 17, 1975, IN BOOK 350 OF MAPS, AT PAGE 33, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONTAINED WITHIN THE SUBDIVISION SHOWN HEREON.

THE ABANDONMENTS DESCRIBED ABOVE ARE THEREFORE NOT SHOWN ON THIS MAP. ALL OTHER PUBLIC STREETS AND EASEMENTS NOT SPECIFICALLY LISTED HEREON FOR ABANDONMENT ARE RETAINED FOR PUBLIC USE.

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

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

**RECORDER'S CERTIFICATE**

FILE NO. \_\_\_\_\_ FEE \$ \_\_\_\_\_ PAID. ACCEPTED FOR RECORD AND FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_, SANTA CLARA COUNTY RECORDS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M., AT THE REQUEST OF FIDELITY NATIONAL TITLE INSURANCE COMPANY.

REGINA ALCOMENDRAS, RECORDER  
SANTA CLARA COUNTY, CALIFORNIA BY \_\_\_\_\_ DEPUTY

**TRACT 10140  
McCANDLESS DISTRICT 1**

CITY OF MILPITAS  
SANTA CLARA COUNTY, CALIFORNIA

BEING ALL OF "PARCEL 7" AS DESCRIBED IN THE GRANT DEED, RECORDED MARCH 10, 2015, AS DOCUMENT NO. 22878627, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, AND A PORTION OF CAPITOL AVENUE AS SHOWN ON THE RECORD OF SURVEY FILED JANUARY 17, 1975, IN BOOK 350 OF MAPS, AT PAGE 33, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:  
**RUGGERI-JENSEN-AZAR & ASSOCIATES**  
8055 Camino Arroyo, Gilroy, CA 95020  
MARCH 2015