

**List of Attachments for Item No. 1**  
**Centre Pointe / DR Horton**

**Attachments:**

- 1A City Council Resolution – Special Taxes Levy for Annexation No. 10
- 1B City Council Resolution – Election Results for Annexation No. 10
- 1C Boundary Map for Annexation No. 10
- 1D Notice of Public Hearing
- 1E Consent and Waiver for Annexation No. 10
- 1F Final Map – Annexation No. 10 / Tract No. 10363
- 1G Subdivision Improvement Agreement (SIA) – Transit Area Improvement Plan (TASP) for Centre Pointe Drive, Lots B and C

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES), MAKING CERTAIN DETERMINATIONS AND AUTHORIZING SUBMITTAL OF THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS OF CERTAIN TERRITORY (CENTRE POINTE BY D. R. HORTON) PROPOSED TO BE ANNEXED (ANNEXATION NO. 10) TO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES)**

**WHEREAS**, the City Council of the City of Milpitas, California, (“City Council”), formed a community facilities district pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”). The community facilities district has been designated as City of Milpitas Community Facilities District No. 2008-1 (Public Services) (the “District”); and

**WHEREAS**, notice of a public hearing relating to the annexation of such territory to the District, the extent of the territory to be annexed, the furnishing of certain public services and all other related matters has been given; and

**WHEREAS**, the territory proposed to be annexed is known and designated as Community Facilities District No. 2008-1, Annexation No. 10 (the “Territory”); and

**WHEREAS**, it has now been determined that written protests have not been received by 50% or more of the registered voters residing either within the Territory and/or property owners representing more than one-half (1/2) or more of the area of land within the Territory; and

**WHEREAS**, inasmuch as there have been less than twelve (12) persons registered to vote within the Territory for each of the 90 preceding days, this legislative body desires to submit the levy of the required special tax to the landowners of the Territory, such landowners being the qualified electors as authorized by law.

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

1. Recitals. 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. Determinations. It is determined by this City Council that:
  - (a) all proceedings prior hereto were valid and taken in conformity with the requirements of law, and specifically the provisions of the Act, and this finding is made pursuant to the provisions and authorization of Section 53325.1 of the Government Code of the State of California;
  - (b) the annexation of the Territory to the District as proposed conforms with the City of Milpitas Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts;
  - (c) the Registrar of Voters of certified that as of October 10, 2016, there were no registered voters residing within the Territory and, therefore, less than twelve (12) registered voters have resided within the Territory for each of the ninety (90) days preceding the close of the public hearing and, consequently, the qualified electors shall be the landowners of the Territory and each landowner who is the owner of record as of the close of the public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within the Territory;
  - (d) the time limit specified by the Act for conducting an election to submit the levy of the special taxes to the qualified electors of the Territory and the requirements for impartial analysis and

ballot arguments have been waived with the unanimous consent of the qualified electors of the Territory;

- (e) the City Clerk, acting as the election official, has consented to conducting any required election on a date which is less than 125 days following the adoption of any resolution annexing the Territory to the District; and
- (f) the public services described in Section 4 herein proposed to be financed from the proceeds of special taxes to be levied within the Territory are necessary to meet increased demands placed upon the City as a result of development and/or rehabilitation occurring in the Territory.

3. Boundaries of the Territory. The boundaries and parcels of land the Territory and in which the public services are to be provided and on which special taxes will be levied in order to pay the costs and expenses for such public services are generally described as follows:

All that Territory proposed to be annexed to the District, as such property is shown on a map as previously approved by this legislative body, such map entitled “Annexation Map No. 10 and Update of Annexation Map No. 9 of City of Milpitas Community Facilities District No. 2008-1 (Public Services), County of Santa Clara, State Of California” (the “Annexation Map”), a copy of which is on file in the Office of the City Clerk and shall remain open for public inspection. The Annexation Map has been filed in the Office of the Santa Clara County Recorder, in Book 51, Page 44 of Maps of Assessment and Community Facilities Districts and as Document No. 23437466.

4. Description of Services. The services that are authorized to be financed by the District from the proceeds of special taxes levied within the District are certain services which are in addition to those services that were provided in or required for the District prior to the formation of the District and did not replace services already available in the District at the time of formation of the District. A general description of the services authorized to be financed by the District is as follows:

- (a) Police protection services, including, but not limited to criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Maintenance and lighting of parks, parkways, streets, roads, street landscaping, and open space.
- (d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems.
- (e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

The District shall finance all direct, administrative and incidental annual costs and expenses necessary to provide such monitoring, maintenance, operation and management of such public property.

The same types of services which are authorized to be financed by the District from the proceeds of special taxes levied within the District are the types of services to be financed from the proceeds of special taxes levied within the Territory. If and to the extent possible such services shall be provided in common within the District and the Territory.

5. Special Tax. Except where funds are otherwise available, a special tax sufficient to pay for such services and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in the Territory, will be levied annually within the boundaries of such Territory. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit “A” (the “Rate and Method”), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the proposed Territory to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within the Territory shall be equal to the special tax levied to pay for the same services in the District, except that a higher or lower special tax may be levied within the Territory to the extent that the actual cost of providing the services in the Territory is higher or lower than the cost of providing those services in the District. Notwithstanding the foregoing, the special tax may not be levied at a rate which is higher than the maximum special tax authorized to be levied pursuant to the Rate and Method.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer.

The maximum special tax rate in the District shall not be increased as a result of the annexation of the Territory to the District.

6. Election. The proposition related to the levy of the special tax shall be submitted to the qualified electors of the Territory, such electors being the landowners, with each landowner having one (1) vote for each acre or portion thereof of land which he or she owns within such annexed territory. The special election shall be held on October 18, 2016 immediately following the adoption of this Resolution, and such election shall be a special election to be conducted by the City Clerk (hereinafter "Election Official"). If the proposition for the levy of the special tax receives the approval of more than two-thirds (2/3) of the votes cast on the proposition, the special tax may be levied as provided for in this Resolution.

7. Ballot. The ballot proposal to be submitted to the qualified electors at the election shall generally be as follows:

**PROPOSITION A**

**CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1, ANNEXATION NO. 10  
AUTHORIZATION FOR SPECIAL TAX LEVY**

Shall City of Milpitas Community Facilities District No. 2008-1 (Public Services) be authorized to levy special taxes within the territory identified as Annexation No. 10 to such District pursuant to the rate and method of apportionment of special taxes (the "Rate and Method") attached to this ballot to finance the authorized services and administrative expenses, all as provided for in the Rate and Method?

8. Vote. The appropriate mark placed in box adjacent to the word "YES" shall be counted in favor of the adoption of the proposition, and the appropriate mark placed in the box adjacent to the word "NO" in the manner as authorized, shall be counted against the adoption of such proposition.

9. Election Procedure. This City Council hereby authorizes the Election Official to take any and all steps necessary for the holding of such election and ratifies any such steps previously taken by such Election Official which were necessary for the holding of such election. Such Election Official shall perform and render all services and proceedings incidental to and connected with the conduct of such election, and such services shall include, but not be limited to the following:

- (a) Prepare and furnish to the election officers' necessary election supplies for the conduct of the election.
- (b) Cause to be printed the requisite number of official ballots, tally sheets and other necessary forms.
- (c) Furnish and address official ballots for the qualified electors of the Territory.
- (d) Cause the official ballots to be mailed and/or delivered, as required by law.

- (e) Receive the returns of the election.
- (f) Sort and assemble the election material and supplies in preparation for the canvassing of the returns.
- (g) Canvass the returns of the election.
- (h) Furnish a tabulation of the number of votes given in the election.
- (i) Make all arrangements and take the necessary steps to pay all costs of the election incurred as a result of services performed for the District and pay costs and expenses of all election officials.
- (j) Conduct and handle all other matters relating to the proceedings and conduct of the election in the manner and form as required by law.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher J. Diaz, City Attorney

**CITY OF MILPITAS  
ANNEXATION NO. 10 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)**

**EXHIBIT "A"**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

Recording Requested By and  
When Recorded Mail to:

CITY OF MILPITAS  
Attention: City Clerk  
455 East Calaveras Blvd  
Milpitas, California 95035

DOCUMENT: 20102888



Pages: 13

Fees . . . . \* No Fees  
Taxes . . . .  
Copies . . . .  
AMT PAID

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
City

RDE # 003  
1/15/2009  
10:10 AM

**NOTICE OF SPECIAL TAX LIEN**

**CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)  
FORMATION**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned City Clerk of the City of Milpitas, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Milpitas, State of California. The special tax secured by this lien is authorized to be levied for the purpose of financing the services described on Exhibit A attached hereto and incorporated herein and to pay any other related incidental costs or expenses authorized by law.

The special tax is authorized to be levied within the City of Milpitas, Community Facilities District 2008-1 (Public Services), which has now been officially formed. The lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and incorporated herein. No provision has been made under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled.

Notice is further given that, upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 2008-1 in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners and the assessor's tax parcel numbers of the real property included within the Community Facilities District No. 2008-1 and not exempt from the special tax are shown on Exhibit C.

Reference is made to the boundary map of the Community Facilities District No. 2008-1 recorded on October 30, 2008, in Book 44 of maps of Assessment and Community Facilities

Districts at page 30 in the office of the County Recorder for the County of Santa Clara, State of California, which map is now the final boundary map of the Community Facilities District No. 2008-1.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Office of the Finance Director, City of Milpitas, at (408) 586-3000.

Dated: January 14, 2009

City of Milpitas

By: Mary A. Lavelle  
City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

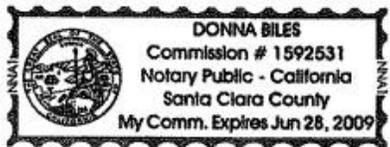
State of California

County of Santa Clara

On 1-14-09 before me, Donna Biles, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mary A. Couelle  
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 Donna Biles  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Notice of Special Tax Lien

Document Date: 1-14-09 Number of Pages: 14

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

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

Signer's Name: Mary A. Couelle

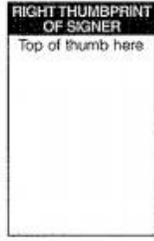
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Self

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

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



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

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The community facilities district is established to finance any one or more of the following types of services within the District:

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Maintenance and lighting of parks, parkways, streets, roads, street landscaping, and open space.

(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems.

(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

**EXHIBIT B**

**City of Milpitas  
Community Facilities District No.2008-1  
(Public Services)  
Santa Clara County, California**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

## EXHIBIT B

City of Milpitas  
Community Facilities District No. 2008-1  
(Public Services)  
Santa Clara County, California

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

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#### 1. BASIS OF SPECIAL TAX LEVY

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the Community Facilities District No. 2008-1 (Public Services) (CFD) of the City of Milpitas (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

#### 2. DEFINITIONS

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

**“Administrative Expenses”** means the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, and any other costs required to administer the CFD as determined by the City.

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

**“Affordable Housing”** means a Dwelling Unit on a Developed Parcel that is subject to deed restrictions, resale restrictions, or regulatory agreements recorded on the property that provide housing for persons that meet Low-, Very Low-, or Extremely Low-Income levels pursuant to the California Health and Safety Code Sections 5079.5, 50105, or 50106. The Dwelling Unit shall no longer be considered Affordable Housing following termination of the agreement containing covenants or similar instruments.

**“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.

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

**“Certificate of Occupancy”** means a permit issued by the City authorizing the occupancy of a Dwelling Unit.

**“CFD”** means the Community Facilities District No. 2008-1 (Public Services) of the City of Milpitas, Santa Clara County, California.

**“City”** means the City of Milpitas in Santa Clara County, California.

**“Council”** means the City Council of the City of Milpitas acting for the CFD under the Act.

**“County”** means the County of Santa Clara, California.

**“County Assessor’s Parcel”** means a lot or Parcel with an assigned Assessor’s Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

**“County Median Income”** means the current median income for the County as determined by the U.S. Department of Housing and Urban Development, or successor agency as published annually by the State Department of Housing and Community Development pursuant to the Health and Safety Code Section 50093 et. seq.

**“Developed Parcel”** means a Parcel that has Certificate of Occupancy for residential land uses issued after January 1, 2009.

**“Dwelling Unit(s)”** means the number of taxable developed residential unit(s) assigned to a Parcel, or a portion thereof, by the Administrator.

**“Extremely Low-Income Affordable”** means a Dwelling Unit located on a Developed Parcel that is Affordable Housing for households with incomes at or below 30 percent of the County Median Income.

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

**“Low-Income Affordable”** means a Dwelling Unit located on a Developed Parcel for Affordable Housing for households with incomes at or below 80 percent of the County Median Income.

**“Market Rate”** means a Dwelling Unit located on a Developed Parcels that is not Affordable Housing.

**“Maximum Annual Special Tax”** means the greatest amount of Special Tax that can be levied against a Developed Parcel calculated by summing the Maximum Annual Special Tax Rate for each Dwelling Unit and Tax Category assigned to a Developed Parcel.

**“Maximum Annual Special Tax Rate per Unit”** means the amount shown in **Attachment 1** for a Fiscal Year that is assigned to a Dwelling Unit by Tax Category.

**“Parcel”** means any County Assessor’s Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

**“Parcel Number”** means the Assessor’s Parcel Number for any Parcel based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

**“Public Parcel”** means any Parcel, in its entirety, that is or is intended to be publicly owned that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets, schools, parks, public drainageways, public landscaping, wetlands, greenbelts, and public open space. These parcels are exempt from the levy of Special Taxes. Any such Parcel will be a Tax-Exempt Parcel.

**“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.

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

**“Tax Category”** means the four categories of housing Dwelling Units shown in **Attachment 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 on 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 in 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 in **Section 4**, below), Undeveloped Parcels, and nonresidential use parcels, such as commercial, office, retail, industrial, etc.

**“Undeveloped Parcel”** means a Parcel that is not a Developed Parcel.

**“Very Low-Income Affordable”** means a Dwelling Unit located on a Developed Parcel that is Affordable Housing for households with incomes at or below 50 percent of the County Median Income.

### 3. DURATION OF THE SPECIAL TAX

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

#### 4. ASSIGNMENT OF MAXIMUM ANNUAL SPECIAL TAX

A. Classification of Parcels. By June 30 of each Fiscal Year, using the Definitions in **Section 2**, above, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator shall cause these:

1. Each Parcel to be classified as a Developed Parcel or Tax-Exempt Parcel.
2. Each Developed Parcel to be assigned a number of Dwelling Units.
3. Each Dwelling Unit to be further classified as Market Rate, Low-Income Affordable, Very Low-Income Affordable, or Extremely Low-Income Affordable.

B. Assignment of Maximum Annual Special Tax. **Attachment 1** shows the Base Year Maximum Annual Special Tax Rates per Unit. Each Fiscal Year following the Base Year, the Maximum Annual Special Tax Rate per Unit may be increased in accordance with the Tax Escalation Factor.

The Maximum Annual Special Tax is then assigned to Taxable Parcels using the steps below:

1. **Developed Parcels**. Dwelling Units are assigned by the Administrator by Tax Category (as shown in **Attachment 1**) to Developed Parcels. The Maximum Annual Special Tax for each Developed Parcel is the sum of the Maximum Annual Special Tax Rates per Unit (as increased by the Tax Escalation Factor each Fiscal Year after the Base Year) for each Dwelling Unit (and Tax Category assigned thereto).
2. **Undeveloped Parcels**. Undeveloped Parcels are Tax-Exempt Parcels until developed as one of the residential uses discussed above.

C. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for such a Parcel will be assigned according to the **Section 4.A** and **Section 4.B** above. Conversely, if a privately owned parcel is converted to a public use, it shall become tax-exempt.

#### 5. CALCULATING ANNUAL SPECIAL TAXES

The Administrator will compute the Annual Costs and determine the Maximum Annual Special Tax for each Taxable Parcel based on the assignment of the Special Tax in **Section 4**. The Administrator will then determine the tax levy for each Taxable Parcel using the following process:

- A. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- B. Calculate the Special Tax levy for each Developed Parcel by the following steps:
  - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
  - Step 2: Compare the Annual Costs with the Maximum Annual Special Tax revenue calculated in the previous step.
  - Step 3: If the Annual Costs are lower than the Maximum Annual Special Tax Revenue, decrease proportionately the Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- C. Levy on each Taxable Parcel the amount calculated above.
- D. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 9**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the Auditor for such inclusion.

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

## **6. RECORDS MAINTAINED FOR THE CFD**

As development and subdivision occurs in the CFD, the Administrator will maintain a file containing records of the following information for each Parcel:

- The current County Assessor's Number.
- Number of Dwelling Units assigned by the Administrator to Developed Parcels.
- The Tax Category for each Dwelling Unit assigned to a Developed Parcel.

The file containing the information listed above will be available for public inspection.

## **7. INTERPRETATION, APPLICATION AND APPEAL OF SPECIAL TAX FORMULA AND PROCEDURES**

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

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

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

## **8. PREPAYMENT OF THE SPECIAL TAX OBLIGATION**

The Maximum Annual Special Tax for a Taxable Parcel may not be prepaid. The Special Tax is collected to fund Authorized Services in perpetuity, or until the Council determines that the Special Tax should no longer be collected.

## **9. MANNER OF COLLECTION**

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

**Attachment 1  
City of Milpitas  
CFD No. 2008-1 (Public Services)  
Maximum Annual Special Tax Rates Per Unit Base Year 2009-2010**

Dwelling Unit Tax Category	Maximum Annual Special Tax Rate Per Unit
	[1]
Market Rate	\$510
Low-Income Residential [2]	\$408
Very Low-income Residential [3]	\$255
Extremely Low-Income Residential	\$0

"att\_1"

[1] May be increased by the Tax Escalation Factor in each Fiscal Year after the Base Year 2009-2010.

[2] Initially set at 80% of the Market-Rate Maximum Annual Special Tax Rate per Unit. When such Parcel is no longer subject to Affordable Housing status, it will be assigned to the Market Rate Tax Category.

[3] Initially set at 50% of the Market-Rate Maximum Annual Special Tax Rate per Unit. When such Parcel is no longer subject to Affordable Housing status, it will be assigned to the Market Rate Tax Category.

[4] Initially set at 0% of the Market-Rate Maximum Annual Special Tax Rate per Unit. When such Parcel is no longer subject to Affordable Housing status, it will be assigned to the Market Rate Tax Category.

**EXHIBIT C**

**Assessor's Parcel Numbers and Owners  
Of Land Included in  
City of Milpitas  
Community Facilities District No. 2008-1 (Public Services)**

**APN**

**LANDOWNER**

---

086-32-033, 034, 035, 036

Milpitas Station LLC

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES), DECLARING THE RESULTS OF A SPECIAL ELECTION IN THAT TERRITORY DESIGNATED AS COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES), ANNEXATION NO. 10 (CENTRE POINTE BY D. R. HORTON), AND ADDING SUCH TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2008-1**

**WHEREAS**, the City Council of the City of Milpitas, California (the “City Council”), has previously undertaken proceedings to annex that territory identified as Annexation No. 10 to an existing community facilities district pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”). This community facilities district is referred to as Community Facilities District No. 2008-1 (Public Services) (the “District”) and such territory proposed to be annexed is referred to as Annexation No. 10 (the “Territory”); and

**WHEREAS**, the City Council did call for and order to be held an election to submit to the qualified electors of the Territory a proposition relating to the levy of special taxes within the Territory; and

**WHEREAS**, at this time said election has been held and the measure voted upon and such measure did receive the favorable 2/3's vote of the qualified electors, and this City Council desires to declare the results of the election in accordance with the provisions of the Elections Code of the State of California and to order that the Territory be added to the District.

**NOW, THEREFORE**, the City Council of the City Of Milpitas, acting as the Legislative Body of Community Facilities District No. 2008-1 (Public Services), does hereby resolve, declare, find, determine and order as follows:

1. The above recitals are all true and correct.
2. The City Council hereby receives and approves the CERTIFICATE OF ELECTION OFFICIAL AND STATEMENT OF VOTES CAST, as submitted by the City Clerk, acting in her capacity as the Election Official, said Statement setting forth the number of votes cast in the election, the measure voted upon, and the number of votes given for and/or against the measure voted upon. A copy of said Certificate and Statement is attached hereto, marked **Exhibit “A,”** referenced and so incorporated.
3. The City Clerk is hereby directed, pursuant to the provisions of the Elections Code of the State of California, to enter in the minutes the results of the election as set forth in said STATEMENT OF VOTES CAST.
4. The City Council does hereby determine and declare that the Territory is now added to and becomes a part of the District. The City Council hereby further determines that the City Council is now authorized to levy the special taxes within the Territory as approved and authorized by the qualified electors of the Territory.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher J. Diaz, City Attorney



SHEET 1 OF 1

Filed in the office of the City Clerk of the City of Milpitas this 14<sup>th</sup> day of SEPTEMBER, 2016.

*Pamela Carrington*  
DEPUTY CITY CLERK  
for MARY LAVELLE  
City Clerk, City of Milpitas

EXHIBIT 2

Doc#: 23437466  
9/20/2016 2:07 PM

ANNEXATION MAP NO. 10 AND UPDATE OF ANNEXATION MAP NO. 9 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

I hereby certify that the within map showing proposed boundaries of Annexation Map No. 10 of City of Milpitas Community Facilities District No. 2008-1 (Public Services), City of Milpitas, 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 6<sup>TH</sup> day of SEPTEMBER, 2016, by its Resolution No. 0585.

*Pamela Carrington*  
DEPUTY CITY CLERK  
for MARY LAVELLE  
City Clerk, City of Milpitas

**Legend**

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

Filed this 20 day of September, 2016, at the hour of 2:07 o'clock P.m., in Book 51 of Maps of Assessment and Community Facilities Districts at Page 44 in the office of the County Recorder in the County of Santa Clara, State of California.

*Jose Oscar Urquillo*  
County Recorder, Regina Alcomendras  
County of Santa Clara

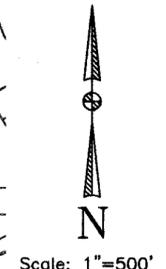
The boundary of Community Facilities District No. 2008-1 is co-terminous with the boundary of the City of Milpitas in SEPT. 6, 2016.

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
- Map No. 8: 08637019, 08637037, 08637038
- Map No. 9: 08632029, 08632070
- Map No. 10: 08633089, 08633107, 08633108

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.



AMENDED FOR MAP NO. 10 ANNEXATION

*Caleb A. Laclair* 9/13/16  
CALEB A. LACLAIR, RCE #75163 Date

\* THE SIGNATURE ABOVE IS ONLY FOR THE UPDATE TO EXHIBIT 2 FOR ANNEXATION MAP NO. 10 AND IS UPDATING THE RECORDED ANNEXATION MAP NO. 9 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2008-1



**CITY OF MILPITAS  
NOTICE OF PUBLIC HEARING ON  
RESOLUTION DECLARING INTENTION TO ANNEX REAL PROPERTIES WITHIN TRACT NO. 10363  
(CENTRE POINTE BY D. R. HORTON) INTO THE COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(ANNEXATION NO. 10), AND TO LEVY AND COLLECT SPECIAL TAX FOR PUBLIC SERVICES**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Milpitas on September 6, 2016, adopted Resolution No. 8585, in which it declared its intention to annex real properties within tract no. 10363 into the community facilities district no. 2008-1 as CFD 2008-1 Annexation No. 10, to levy and collect special tax for public services within CFD 2008-1 Annexation No. 10, and fixing the time and place of a public hearing on said resolution of intention for Tuesday, October 18, 2016, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the City Hall Council Chambers, 455 East Calaveras Blvd., Milpitas, California, all pursuant to the provisions of the California Government Code Sections 53339 to 5339.9.

Resolution No. 8585, adopted on September 6, 2016, provides in summary as follows:

1. The City council declared its intention to conduct proceedings for the annexation of territory to City of Milpitas Community Facilities District No. 2008-1 ("CFD 2008") of the territory described in Exhibit 2 to Resolution No. 8585. The City Council determined that public convenience and necessity require that such territory be annexed to CFD 2008.

2. The types of public services are the same as the ones for CFD 2008 and the rate, method of apportionment and manner of collection of special tax are the same as the ones for CFD 2008. The types of public services and descriptions of rate, method of apportionment and manner of collection of special tax are set forth in Exhibit 1 to Resolution No. 8585.

3. There is no alteration in the special tax rate to be levied in CFD 2008 as a result of the proposed Annexation No. 10. The maximum tax rate in CFD 2008 will not be increased as a result of the proposed Annexation No. 10. The resolution describes the boundaries of the proposed annexation. For further details, the resolution is available in the office of the City Clerk at City Hall, 455 East Calaveras Blvd., Milpitas, California.

4. A public hearing on the annexation of territory to CFD 2008 shall be held at 7:00 p.m. on October 18, 2016, at the City Hall Council Chambers at 455 East Calaveras Blvd., Milpitas, California.

5. The City Clerk shall publish a notice of the public hearing once not later than seven days prior to the date fixed for the hearing, in The Milpitas Post, a newspaper of general circulation published in the City of Milpitas.

Resolution No. 8585 contains other provisions which are not summarized above. Copies of Resolution No. 8585 may be reviewed or obtained in the office of the City Clerk at City Hall, 455 East Calaveras Blvd., Milpitas, California.

**NOTICE IS HEREBY FURTHER GIVEN** that the City Council has fixed Tuesday, October 18, 2016, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at City Hall Council Chambers, 455 East Calaveras Blvd., Milpitas, California, as the time and place when and where the City Council will hold a public hearing to consider the proposed CFD 2008-1 Annexation No. 10, all pursuant to California Government Code Sections 53339.4 and 53322. At the hearing, the testimony of all interested persons, including all persons owning property, the registered voters and/or taxpayers within the boundary of the proposed CFD 2008-1 Annexation No. 10, for or against the annexation and the levy of the special tax will be heard.

At such public hearing, protests against the proposed annexation of the territory or any other proposals contained in Resolution No. 8585 may be made orally by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which object is made. All written protests shall be filed with the City Clerk prior to the time fixed for the public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

Pursuant to Government Code Section 5339.6, if 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the existing community facilities district, or if 50 percent or more of the registered voters or six registered voters, whichever is more, residing within the boundary of the proposed CFD 2008-1 Annexation No. 10, or if the owners of one-half or more of the area of land in the territory included in the district and not exempt from the special tax, file written protests against the proposed CFD 2008-1 Annexation No. 10, and protests are not withdrawn so as to reduce the protests to less than a majority, the proposed CFD 2008-1 Annexation No. 10 and the tax levy shall not be considered for a period of one year from the date of the decision of the City Council after the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the public hearing, the City Council may (1) abandon the proceedings, (2) after passing upon all protests, submit the question of levying a special tax with the proposed CFD 2008-1 Annexation No. 10 to the qualified electors of the area proposed to be annexed.

Upon conclusion of the public hearing, if the City Council determines to proceed with the annexation to CFD 2008, a proposition to authorize the levy of the special tax within the territory proposed to be annexed shall be submitted to the qualified electors within the proposed CFD 2008-1 Annexation No. 10. The vote shall be by registered voters within the proposed CFD 2008-1 Annexation No. 10; however, if there are less than 12 registered voters, the vote shall be by landowners, with each landowner having one vote per acre or portion thereof within CFD 2008-1 Annexation No. 10.

If two-thirds of the votes cast on the proposed CFD 2008-1 Annexation No. 10 are in favor of levying the special tax, City Council shall determination the proposed CFD 2008-1 Annexation No. 10 is added to and part of the existing community facilities district with full legal effect and the City council may levy any special tax within the boundary of proposed CFD 2008-1 Annexation No. 10.

Upon City Council's determination that the proposed CFD 2008-1 Annexation No. 10 is added to the existing community facilities district, the City Clerk shall record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

MARY LAVELLE  
City Clerk  
City of Milpitas

Publication Date: 10/07/2016

**ANNEXATION NO. 10 TO  
CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)**

**CONSENT AND WAIVER TO SHORTENING OF TIME FOR NOTICING AND  
CONDUCTING A SPECIAL ELECTION IN TERRITORY PROPOSED TO BE  
ANNEXED IN COMMUNITY FACILITIES DISTRICT NO. 2008-1 AND  
APPOINTMENT OF AUTHORIZED REPRESENTATIVES**

TO: CITY COUNCIL  
CITY OF MILPITAS

The undersigned PROPERTY OWNER, or representative thereof, does hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER CONSENT AND WAIVER

1. The undersigned is the duly authorized representative of D. R. Horton CA3, Inc., A Delaware Corporation, the owner (the "Owner") of that certain real property identified in Exhibit "A" attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to give the consent and waiver contained herein on behalf of such owner.
2. Owner is aware of and understands the following:
  - A. The City has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982," as amended, (the "Act") and created that certain community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2008-1 (PUBLIC SERVICES) (the "District")
  - B. The District was established to finance certain public services as such terms in the manner described in the rate and method of apportionment (the "Rate and Method") of special taxes (the "Special Taxes") attached as Exhibit B hereto and incorporated herein by this reference.
  - C. The City has initiated proceedings to annex Owner's Property to the District and Owner's Property may be referred to herein as Annexation No. 10.
  - D. If approved as described below, the Owner's Property will become subject to the levy of the Special Tax applicable to Taxable Parcels (as defined in the Rate and Method) located in the District pursuant to the Rate and Method.
  - E. Owner has had a reasonable opportunity to review and has reviewed the Rate and Method.

- F. The Act requires, as a prerequisite to the annexation of the Owner's Property and the levy of the Special Taxes thereon, that the District must submit the question of whether or not to levy such Special Tax to the qualified electors of Owner's Property at a special election. The Act further provides that 2/3's of the votes cast on the question of whether or not to levy the Special Tax must be in favor of the levy of such Special Tax if the levy of such Special Tax is to be authorized.

The Act provides that the qualified electors shall be the voters registered to vote within the Owner's Property if at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the Owner's Property for each of the ninety (90) days preceding the close of the public hearing to be held on September 6, 2016. Otherwise, the Act provides that the vote shall be by the owner of the Owner's Property, at the close of the public hearing, that will be subject to the levy of the Special Tax, or the authorized representative of such owner, having one vote for each acre or portion of an acre of land that will be subject to the levy of the Special Taxes that such owner owns within the Owner's Property.

- G. The provisions of the Act require that such special election be held at least ninety (90) but not more than one hundred eighty days (180) following the date of the adoption of the resolution submitting the proposal to consider the authorization to levy the Special Taxes pursuant to the Rate and Method on the territory proposed to be annexed to the District to the qualified electors thereof (the "Resolution of Submission"). The Act provides, however, that any such special election time limit specified by the Act or requirement pertaining to the conduct of such a special election may be waived with the unanimous consent of the qualified electors and the concurrence of the official conducting the election. As is stated below, it is proposed that such special election (the "Special Election") shall be held on October 18, 2016.

3. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the exhibits hereto.
4. Owner certifies that Owner is the sole owner of all of the Owner's Property.
5. Owner certifies that there have been no persons residing within the Owner's Property for each of the ninety (90) days preceding the date of this Consent and Waiver.
6. Owner desires and requests that the Special Election be held on October 18, 2016 or such other date as the Owner and the City Clerk of the City (the "City Clerk"), acting as the official conducting the election, may mutually agree, a date which may be less than ninety (90) days from the date of the adoption of the Resolution of Submission.
7. Owner expressly consents to the conduct of the Special Election on October 18, 2016, or such other date upon which all of the qualified electors and the City Clerk conducting the election may concur.
8. Owner expressly waives:

- A. any right which Owner may have to conduct the Special Election within the time periods specified in Government Code Section 53326;
- B. any protest, complaint or legal action of any nature whatsoever pertaining to the shortening of all time periods pertaining to (a) the public hearing and notice thereof and (b) the Special Election, including but not limited to, the time for holding the Special Election and the necessity and requirement for any newspaper publication of the notice of the Special Election;
- C. any requirement for the mailing of the ballot;
- D. any requirement for the preparation of ballot arguments, rebuttal arguments and/or an impartial analysis as to the ballot proposition set forth in Exhibit "C."
- E. any requirement for filing the original of the Annexation No. 10 map within 15 days after City Council's adoption of the resolution fixing the time and place of the hearing on the extent of the District and no later than 15 days prior to the public hearing pursuant to Section 3111 of the California Streets and Highways Code.

**PROPERTY OWNER APPOINTMENT OF AUTHORIZED REPRESENTATIVES**

The Owner hereby appoints Julie Nebozuk or \_\_\_\_\_, alternatively, as its authorized representative to vote in the Special Election, and the Owner certifies that the true and exact signature of each alternative representative is set forth below:

Julie Nebozuk  
Signature

Julie Nebozuk  
(Type or Print Name of Representative)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print Name of Representative)

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

THIS CONSENT AND WAIVER AND APPOINTMENT OF AUTHORIZED REPRESENTATIVES was executed this 29th day of September, 2016, in \_\_\_\_\_, California.

  
\_\_\_\_\_  
(Signature)

DEAN K. MILLS  
\_\_\_\_\_  
Type or Print Name of Signor

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

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 Alameda

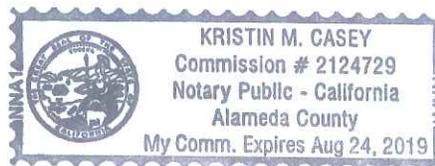
On 9/29/16 before me, Kristin M. Casey (here insert name and title of officer), personally appeared Dean K. Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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 Kristin M. Casey

(Seal)



## CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. She is a duly elected, qualified and acting Assistant Secretary of D.R. Horton, Inc. - Fresno, a Delaware corporation (*the "Company"*), is familiar with the facts herein certified and is duly authorized to certify the same.
2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated November 11, 2014 (*the "Resolutions"*). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

### Election of Vice President of Land Acquisition & Forward Planning and Assistant Secretary

WHEREAS, effective August 1, 2011, Dean K. Mills was duly elected to the offices of Assistant Vice President and Assistant Secretary of the Company in the Company's Northern California Division; and

WHEREAS, it is now desirable to promote Dean K. Mills to the office of Vice President of the Company.

NOW, THEREFORE, BE IT RESOLVED, that Dean K. Mills is hereby elected or re-elected to the offices of Vice President and Assistant Secretary of the Company (*the "Vice President"*) in the Company's Northern California Division (*the "Division"*), to serve until the next annual meeting of the directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal.

RESOLVED FURTHER, that the Vice President is hereby authorized and empowered, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent (*collectively the "Entities"*), subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division (*the "Approving Officers"*), to execute and deliver contracts, agreements and other documents and instruments (other than promissory notes) for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto.

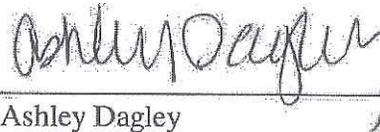
**RESOLVED FURTHER**, that the Vice President is hereby authorized on behalf of the Entities to sign, modify and terminate, from time to time as he deems it to be in the best interest of the Entities, homeowner association documents, CC&Rs, subdivision agreements, utility agreements, condominium plans, all agency applications relating to development, construction contracts, purchase orders, affordable housing agreements, security bonds, consultant agreements, final maps, permits, engineering agreements and other similar or equivalent agreements or documents for the Division relating to the business of the Entities.

**RESOLVED FURTHER**, that in connection with the management of the Entities' business, the Vice President is hereby authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver (i) contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, and (ii) any and all documents and instruments necessary to convey title to single-family homes.

**RESOLVED FURTHER**, that Dean K. Mills is hereby removed from any position not granted above.

**RESOLVED FURTHER**, that effective as of the date hereof, the authority hereby granted to the Vice President supersedes authority previously granted by Written Consent of Sole Director to the Vice President.

**IN WITNESS WHEREOF**, the undersigned has set her hand on the 2<sup>nd</sup> day of December, 2014,



Ashley Dagley  
Assistant Secretary

**ASSIGNMENT AND ASSUMPTION OF  
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Assignment**”) is made and entered into as of April 12, 2016, by and between D.R. Horton BAY, Inc., a Delaware corporation (“**Horton BAY**”), and D.R. Horton CA3, Inc., a Delaware corporation (“**Assignee**”), with respect to the facts set forth below.

RECITALS

A. Horton BAY and CP LAND, LLC, a Delaware limited liability company (“**Seller**”) entered into an Purchase and Sale Agreement and Joint Escrow Instructions dated as of February 19, 2016, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated for reference purposes as of March 9, 2016 and that certain Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated for reference purposes as of March 18, 2016 (collectively, the “**Agreement**”) with respect to the purchase of certain real property commonly known as Centre Pointe, located in the City of Milpitas, County of Santa Clara, State of California, as more particularly described in the Agreement (the “**Property**”).

B. Horton BAY desires to assign to Assignee, and Assignee desires to assume, Horton BAY’s rights and obligations under the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Assignment of Rights. Horton BAY hereby assigns to Assignee all of Horton BAY’s right, title and interest in, under and to the Agreement.

2. Assumption of Obligations. Assignee hereby assumes all of Horton BAY’s obligations arising under the Agreement from and after the date of this Assignment. Nothing herein shall be deemed a release of Horton BAY.

3. Related Entity. Assignee is an affiliated entity of Horton BAY because both Horton BAY and Assignee are wholly owned subsidiaries of D.R. Horton Inc., a Delaware corporation. Therefore, Assignee is a Permitted Transferee pursuant to Section 13.1 of the Agreement, and the consent of Seller to this Assignment is not required.

4. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date written above.

HORTON BAY:

D.R. Horton BAY, Inc. a Delaware corporation

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

Name: Richard Ambrosini

Title: Vice-President

ASSIGNEE:

D.R. Horton CA3, Inc., a Delaware corporation

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

Name: Richard Ambrosini

Title: Vice-President

**ANNEXATION NO. 10 TO  
CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)**

**CONSENT AND WAIVER**

**EXHIBIT "A"  
DESCRIPTION OF PROPERTY SUBJECT  
TO CONSENT AND WAIVER**

The Owner's Property includes all of property shown with the boundaries of the territory to be annexed as shown on the attached Annexation Map No. 10.

<p><b>SHEET 1 OF 1</b></p> <p>Filed in the office of the City Clerk of the City of Milpitas this ____ day of _____, 2016.</p> <p>_____ City Clerk, City of Milpitas</p> <p>I hereby certify that the within map showing proposed boundaries of Annexation Map No. 10 of City of Milpitas Community Facilities District No. 2008-1 (Public Services), City of Milpitas, 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 _____, 2016, by its Resolution No. _____.</p> <p>_____ City Clerk, City of Milpitas</p> <p>Filed this ____ day of _____, 2016, 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.</p> <p>_____ County Recorder, Regina Alcomendras County of Santa Clara</p> <p>The boundary of Community Facilities District No. 2008-1 is co-terminous with the boundary of the City of Milpitas in _____, 2016.</p> <p>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.</p> <p>The territory included in the Community Facilities District shall include only Santa Clara County Assessor's for the following Annexation Maps:</p> <p>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  Map No. 8: 08637019, 08637037, 08637038  Map No. 9: 08632029, 08632070  Map No. 10: 08633089, 08633107, 08633108</p> <p>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.</p>	<p align="center"><b>EXHIBIT 2</b></p> <p align="center">ANNEXATION MAP NO. 10 AND UPDATE OF ANNEXATION MAP NO. 9 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</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 20px; height: 10px; background-color: #cccccc; border: 1px solid black; margin-right: 5px;"></span> Location of Initial Formation (Assessor Parcel No. 08632033, 08632034, 08632035, 08632036)</li> <li><span style="display: inline-block; width: 20px; border-bottom: 2px solid black; margin-right: 5px;"></span> Boundary of CFD 2008-1</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Annexation No.</li> </ul> </div> <div style="width: 70%;"> </div> </div> <div style="margin-top: 10px;"> <p>AMENDED FOR MAP NO. 10 ANNEXATION</p> <p>CALEB A. LACLAIR, RCE #75163      Date _____</p> <p>* THE SIGNATURE ABOVE IS ONLY FOR THE UPDATE TO EXHIBIT 2 FOR ANNEXATION MAP NO. 10 AND IS UPDATING THE RECORDED ANNEXATION MAP NO. 9 OF CITY OF MILPITAS COMMUNITY FACILITIES DISTRICT NO. 2008-1</p> <p>Drawn By: C.Z.    File No. CFD 2008-1    Sheet 1 of 1</p> </div>
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**ANNEXATION NO. 10 TO  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)  
CONSENT AND WAIVER**

**EXHIBIT "B"**

**RATE AND METHOD OF APPORTIONMENT**

Recording Requested By and When Recorded Mail to:  CITY OF MILPITAS Attention: City Clerk 455 East Calaveras Blvd Milpitas, California 95035	DOCUMENT: 20102888	Pages: 13
		Fees... * No Fees Taxes... Copies... AMT PAID
	REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER Recorded at the request of City	RDE # 003 1/15/2009 10:10 AM

**NOTICE OF SPECIAL TAX LIEN**

**CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)  
FORMATION**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned City Clerk of the City of Milpitas, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City of Milpitas, State of California. The special tax secured by this lien is authorized to be levied for the purpose of financing the services described on Exhibit A attached hereto and incorporated herein and to pay any other related incidental costs or expenses authorized by law.

The special tax is authorized to be levied within the City of Milpitas, Community Facilities District 2008-1 (Public Services), which has now been officially formed. The lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and that shall continue in force and effect until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and incorporated herein. No provision has been made under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled.

Notice is further given that, upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 2008-1 in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners and the assessor's tax parcel numbers of the real property included within the Community Facilities District No. 2008-1 and not exempt from the special tax are shown on Exhibit C.

Reference is made to the boundary map of the Community Facilities District No. 2008-1 recorded on October 30, 2008, in Book 44 of maps of Assessment and Community Facilities

Districts at page 30 in the office of the County Recorder for the County of Santa Clara, State of California, which map is now the final boundary map of the Community Facilities District No. 2008-1.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Office of the Finance Director, City of Milpitas, at (408) 586-3000.

Dated: January 14, 2009

City of Milpitas

By: Mary A. Lavelle  
City Clerk

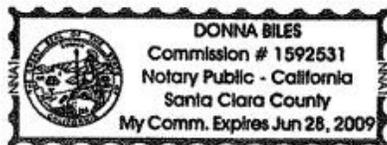
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara

On 1-14-09 before me, Donna Biles, Notary Public

personally appeared Mary A. Couelle



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 Donna Biles

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Notice of Special Tax Lien

Document Date: 1-14-09 Number of Pages: 14

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

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

Signer's Name: Mary A. Couelle

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



Signer Is Representing: Self

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

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



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

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The community facilities district is established to finance any one or more of the following types of services within the District:

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Maintenance and lighting of parks, parkways, streets, roads, street landscaping, and open space.

(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems.

(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

**EXHIBIT B**

**City of Milpitas  
Community Facilities District No.2008-1  
(Public Services)  
Santa Clara County, California**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

## EXHIBIT B

City of Milpitas  
Community Facilities District No. 2008-1  
(Public Services)  
Santa Clara County, California

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

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#### 1. BASIS OF SPECIAL TAX LEVY

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the Community Facilities District No. 2008-1 (Public Services) (CFD) of the City of Milpitas (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

#### 2. DEFINITIONS

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

**“Administrative Expenses”** means the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, and any other costs required to administer the CFD as determined by the City.

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

**“Affordable Housing”** means a Dwelling Unit on a Developed Parcel that is subject to deed restrictions, resale restrictions, or regulatory agreements recorded on the property that provide housing for persons that meet Low-, Very Low-, or Extremely Low-Income levels pursuant to the California Health and Safety Code Sections 5079.5, 50105, or 50106. The Dwelling Unit shall no longer be considered Affordable Housing following termination of the agreement containing covenants or similar instruments.

**“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.

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

**“Certificate of Occupancy”** means a permit issued by the City authorizing the occupancy of a Dwelling Unit.

**“CFD”** means the Community Facilities District No. 2008-1 (Public Services) of the City of Milpitas, Santa Clara County, California.

**“City”** means the City of Milpitas in Santa Clara County, California.

**“Council”** means the City Council of the City of Milpitas acting for the CFD under the Act.

**“County”** means the County of Santa Clara, California.

**“County Assessor’s Parcel”** means a lot or Parcel with an assigned Assessor’s Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

**“County Median Income”** means the current median income for the County as determined by the U.S. Department of Housing and Urban Development, or successor agency as published annually by the State Department of Housing and Community Development pursuant to the Health and Safety Code Section 50093 et. seq.

**“Developed Parcel”** means a Parcel that has Certificate of Occupancy for residential land uses issued after January 1, 2009.

**“Dwelling Unit(s)”** means the number of taxable developed residential unit(s) assigned to a Parcel, or a portion thereof, by the Administrator.

**“Extremely Low-Income Affordable”** means a Dwelling Unit located on a Developed Parcel that is Affordable Housing for households with incomes at or below 30 percent of the County Median Income.

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

**“Low-Income Affordable”** means a Dwelling Unit located on a Developed Parcel for Affordable Housing for households with incomes at or below 80 percent of the County Median Income.

**“Market Rate”** means a Dwelling Unit located on a Developed Parcels that is not Affordable Housing.

**“Maximum Annual Special Tax”** means the greatest amount of Special Tax that can be levied against a Developed Parcel calculated by summing the Maximum Annual Special Tax Rate for each Dwelling Unit and Tax Category assigned to a Developed Parcel.

**“Maximum Annual Special Tax Rate per Unit”** means the amount shown in **Attachment 1** for a Fiscal Year that is assigned to a Dwelling Unit by Tax Category.

**“Parcel”** means any County Assessor’s Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

**“Parcel Number”** means the Assessor’s Parcel Number for any Parcel based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

**“Public Parcel”** means any Parcel, in its entirety, that is or is intended to be publicly owned that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets, schools, parks, public drainageways, public landscaping, wetlands, greenbelts, and public open space. These parcels are exempt from the levy of Special Taxes. Any such Parcel will be a Tax-Exempt Parcel.

**“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.

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

**“Tax Category”** means the four categories of housing Dwelling Units shown in **Attachment 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 on 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 in 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 in **Section 4**, below), Undeveloped Parcels, and nonresidential use parcels, such as commercial, office, retail, industrial, etc.

**“Undeveloped Parcel”** means a Parcel that is not a Developed Parcel.

**“Very Low-Income Affordable”** means a Dwelling Unit located on a Developed Parcel that is Affordable Housing for households with incomes at or below 50 percent of the County Median Income.

### 3. DURATION OF THE SPECIAL TAX

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

#### 4. ASSIGNMENT OF MAXIMUM ANNUAL SPECIAL TAX

A. Classification of Parcels. By June 30 of each Fiscal Year, using the Definitions in **Section 2**, above, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator shall cause these:

1. Each Parcel to be classified as a Developed Parcel or Tax-Exempt Parcel.
2. Each Developed Parcel to be assigned a number of Dwelling Units.
3. Each Dwelling Unit to be further classified as Market Rate, Low-Income Affordable, Very Low-Income Affordable, or Extremely Low-Income Affordable.

B. Assignment of Maximum Annual Special Tax. **Attachment 1** shows the Base Year Maximum Annual Special Tax Rates per Unit. Each Fiscal Year following the Base Year, the Maximum Annual Special Tax Rate per Unit may be increased in accordance with the Tax Escalation Factor.

The Maximum Annual Special Tax is then assigned to Taxable Parcels using the steps below:

1. **Developed Parcels**. Dwelling Units are assigned by the Administrator by Tax Category (as shown in **Attachment 1**) to Developed Parcels. The Maximum Annual Special Tax for each Developed Parcel is the sum of the Maximum Annual Special Tax Rates per Unit (as increased by the Tax Escalation Factor each Fiscal Year after the Base Year) for each Dwelling Unit (and Tax Category assigned thereto).
2. **Undeveloped Parcels**. Undeveloped Parcels are Tax-Exempt Parcels until developed as one of the residential uses discussed above.

C. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for such a Parcel will be assigned according to the **Section 4.A** and **Section 4.B** above. Conversely, if a privately owned parcel is converted to a public use, it shall become tax-exempt.

#### 5. CALCULATING ANNUAL SPECIAL TAXES

The Administrator will compute the Annual Costs and determine the Maximum Annual Special Tax for each Taxable Parcel based on the assignment of the Special Tax in **Section 4**. The Administrator will then determine the tax levy for each Taxable Parcel using the following process:

- A. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- B. Calculate the Special Tax levy for each Developed Parcel by the following steps:
  - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
  - Step 2: Compare the Annual Costs with the Maximum Annual Special Tax revenue calculated in the previous step.
  - Step 3: If the Annual Costs are lower than the Maximum Annual Special Tax Revenue, decrease proportionately the Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- C. Levy on each Taxable Parcel the amount calculated above.
- D. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 9**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the Auditor for such inclusion.

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

## **6. RECORDS MAINTAINED FOR THE CFD**

As development and subdivision occurs in the CFD, the Administrator will maintain a file containing records of the following information for each Parcel:

- The current County Assessor's Number.
- Number of Dwelling Units assigned by the Administrator to Developed Parcels.
- The Tax Category for each Dwelling Unit assigned to a Developed Parcel.

The file containing the information listed above will be available for public inspection.

## **7. INTERPRETATION, APPLICATION AND APPEAL OF SPECIAL TAX FORMULA AND PROCEDURES**

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

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

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

## **8. PREPAYMENT OF THE SPECIAL TAX OBLIGATION**

The Maximum Annual Special Tax for a Taxable Parcel may not be prepaid. The Special Tax is collected to fund Authorized Services in perpetuity, or until the Council determines that the Special Tax should no longer be collected.

## **9. MANNER OF COLLECTION**

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

**Attachment 1  
City of Milpitas  
CFD No. 2008-1 (Public Services)  
Maximum Annual Special Tax Rates Per Unit Base Year 2009-2010**

Dwelling Unit Tax Category	Maximum Annual Special Tax Rate Per Unit
	[1]
Market Rate	\$510
Low-Income Residential [2]	\$408
Very Low-income Residential [3]	\$255
Extremely Low-Income Residential	\$0

\*att\_1"

[1] May be increased by the Tax Escalation Factor in each Fiscal Year after the Base Year 2009-2010.

[2] Initially set at 80% of the Market-Rate Maximum Annual Special Tax Rate per Unit. When such Parcel is no longer subject to Affordable Housing status, it will be assigned to the Market Rate Tax Category.

[3] Initially set at 50% of the Market-Rate Maximum Annual Special Tax Rate per Unit. When such Parcel is no longer subject to Affordable Housing status, it will be assigned to the Market Rate Tax Category.

[4] Initially set at 0% of the Market-Rate Maximum Annual Special Tax Rate per Unit. When such Parcel is no longer subject to Affordable Housing status, it will be assigned to the Market Rate Tax Category.

**EXHIBIT C**

**Assessor's Parcel Numbers and Owners  
Of Land Included in  
City of Milpitas  
Community Facilities District No. 2008-1 (Public Services)**

**APN**

**LANDOWNER**

---

086-32-033, 034, 035, 036

Milpitas Station LLC

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**ANNEXATION NO. 10 TO  
CITY OF MILPITAS  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(PUBLIC SERVICES)  
CONSENT AND WAIVER**

**EXHIBIT “C”  
BALLOT MEASURE**

**PROPOSITION A**

Shall City of Milpitas Community Facilities District No. 2008-1 (Public Services) be authorized to levy special taxes within the territory identified as Annexation No. 10 to such District pursuant to the rate and method of apportionment of special taxes (the “Rate and Method”) attached to this ballot to finance the authorized services and administrative expenses, all as provided for in the Rate and Method?

The Rate and Method to be attached to the ballot shall be the Rate and Method attached to this Consent and Waiver as Exhibit “B” hereto.

38077.06000\29171094.2

**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 SYMBOL LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS THE EASEMENTS DELINEATED HEREON AND DESIGNATED AS "STREET DEDICATION IN EASEMENT" FOR PUBLIC USE FOR ROADWAY PURPOSES, OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES OVER, UNDER, ALONG, AND ACROSS THE FOLLOWING:

- 1. "PARCEL G" AND "PARCEL H" (SHOWN AS CENTRE POINTE DRIVE)

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

- 1. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
2. EASEMENT FOR PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT PURPOSES (PSUSE).
3. EASEMENT FOR FUTURE BRIDGE IMPROVEMENTS AND PUBLIC ACCESS PURPOSES (BAE).
4. EASEMENT FOR SURFACE DRAINAGE RELEASE OF STORM WATER (SDRE).

THE ABOVE MENTIONED EASEMENTS (PSUSE), (EAE), AND (SDRE) 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 10363, CENTRE POINTE", THE FOLLOWING:

- 1. ALLEY 1A, ALLEY 1B, ALLEY 2A, ALLEY 2B, ALLEY 2C, ALLEY 2D, DRIVE 1A, DRIVE 1B, DRIVE 1C, DRIVE 2A, WILD ROSE WAY, COFFEE BERRY LANE AND DRIVE 2D AS COMMON AREA FOR PRIVATE STREET PURPOSES. SAID PRIVATE STREETS SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR "TRACT 10363, CENTRE POINTE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID STREETS ARE TO REMAIN PRIVATE AND ARE NOT OFFERED FOR DEDICATION TO THE CITY OF MILPITAS.
2. PARCEL A, PARCEL B, PARCEL C, PARCEL D, PARCEL E, AND PARCEL I AS COMMON AREA. SAID PARCELS SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR "TRACT 10363, CENTRE POINTE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID PARCELS SHALL REMAIN FREE FROM HABITABLE STRUCTURES.
3. 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.
4. "PARCEL F" IS INTENDED FOR FUTURE CONVEYANCE TO THE COUNTY OF SANTA CLARA FOR RIGHT OF WAY PURPOSES, AND UNTIL SUCH TIME THAT SAID CONVEYANCE OCCURS, SAID PARCEL SHALL BE RETAINED, OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION CREATED FOR "TRACT 10363, CENTRE POINTE".

THE STREETS DESIGNATED AS (PRIVATE) AND SHOWN AS, PARCEL J (MARKET STREET), PARCEL K (BOND STREET), AND PARCEL L (BAJA ROSE STREET) ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

WATER, SANITARY SEWER, AND STORM DRAIN UTILITIES WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ARE PRIVATELY OWNED AND MAINTAINED BY THE OWNER, OR THEIR ASSIGNED, WITH THE EXCEPTION OF THE FOLLOWING:

- 1. WATER IN PARCEL G, PARCEL H, BAJA ROSE STREET, BOND STREET, AND MARKET STREET
2. STORM DRAIN IN PARCEL G, BAJA ROSE STREET, AND BOND STREET SOUTH OF BAJA ROSE STREET.

ALL DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, CABLE, ETC.) WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ARE OWNED AND MAINTAINED BY THE RESPECTIVE UTILITY COMPANY.

OWNER: D.R. HORTON CA3, INC., A DELAWARE CORPORATION

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

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

TITLE: \_\_\_\_\_ 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 } ss.
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, 2016, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

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

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

WITNESS MY HAND.

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

**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 } ss.
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, 2016, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

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

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

WITNESS MY HAND.

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 10363, CENTRE POINTE".
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THE EASEMENTS DEDICATED FOR PUBLIC PURPOSES IN CONFORMITY WITH THE TERMS OF THE DEDICATION TO WIT:
a.) "PARCEL G" AND "PARCEL H" (SHOWN AS "CENTRE POINTE DRIVE").
b.) EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
c.) EASEMENT FOR PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT PURPOSES (PSUSE).
d.) EASEMENTS FOR FUTURE BRIDGE IMPROVEMENTS AND PUBLIC ACCESS PURPOSES (BAE).
e.) EASEMENTS FOR SURFACE DRAINAGE RELEASE OF STORM WATER (SDRE).
3. FOR ASSESSMENT DISTRICTS CREATED BY THIS GOVERNING BODY, THE COUNCIL HAS DETERMINED THAT PROVISIONS HAVE BEEN MADE FOR SEGREGATION OF THE RESPONSIBILITY OF EACH OF THE PROPOSED NEW PARCELS FOR A PORTION OF THE ASSESSMENT PAYMENT OBLIGATION IN THE MANNER PROVIDED IN THE STATUTE PURSUANT TO THE WHICH THE ASSESSMENTS WERE LEVIED: COMMUNITY FACILITIES DISTRICT 2005-1 AND 2013-1.
4. PURSUANT TO SECTION 66424(g) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:
a.) THE PORTION OF CENTRE POINTE AVENUE AS SHOWN ON THE PARCEL MAP FILED SEPTEMBER 15, 1983, IN BOOK 517 OF MAPS, AT PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONTAINED WITHIN THE DISTINCTIVE SYMBOL LINE SHOWN HEREON.
b.) THE PORTION OF THE PUBLIC SERVICE AND UTILITY EASEMENT (PSUE) AS SHOWN ON THE PARCEL MAP FILED SEPTEMBER 15, 1983, IN BOOK 517 OF MAPS, AT PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONTAINED WITHIN THE DISTINCTIVE SYMBOL LINE 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 FIRST AMERICAN TITLE COMPANY.

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

**TRACT 10363  
CENTRE POINTE**

SUBDIVISION FOR CONDOMINIUM PURPOSES

SANTA CLARA COUNTY, CALIFORNIA  
CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:  
RUGGERI-JENSEN-AZAR  
8055 Camino Arroyo, Gilroy, CA 95020  
OCTOBER 2016

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF D.R. HORTON CA3, INC., A DELAWARE CORPORATION, AND IS BASED ON FIELD SURVEY PERFORMED IN MARCH 2016 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE CITY OF MILPITAS ORDINANCE AND PROCEDURES. IT IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE OCTOBER 2018, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_  
BRYAN PIERCE, PLS 8859  
EXPIRES: 12-31-2017

**CITY SURVEYOR'S STATEMENT**

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

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_  
LORI MAY WEIS  
ACTING CITY SURVEYOR, CITY OF MILPITAS  
MOTT McDONALD  
P.L.S. NO. 8803  
EXPIRES: 12-31-2016

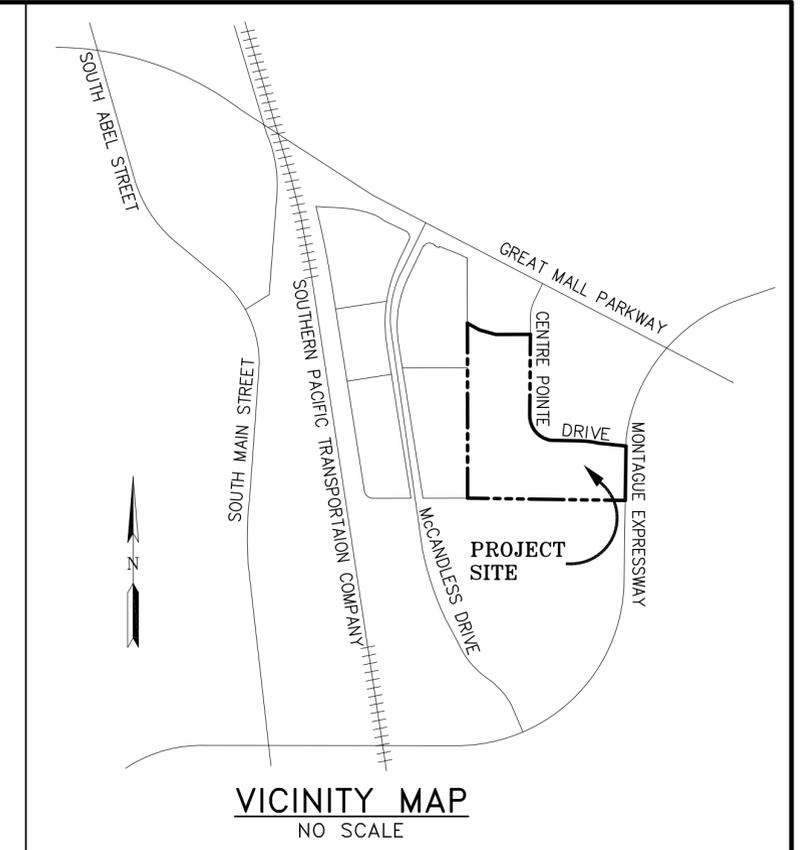
**CITY ENGINEER'S STATEMENT**

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

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_  
GREG KYU DONG CHUNG, P.E.  
CITY ENGINEER, CITY OF MILPITAS  
R.C.E. NO. 58710  
EXPIRES: 12-31-2016

**SOILS REPORT**

A GEOTECHNICAL REPORT WAS PREPARED FOR THIS PROPERTY BY ENGeo INC, ENTITLED "GEOTECHNICAL EXPLORATION", PROJECT NO. 7867.001.000, DATED DECEMBER 30, 2015, SIGNED BY THEODORE P. HAYHAM, CEG, GE 2480, AND FILED WITH THE CITY OF MILPITAS.



**TRACT 10363  
CENTRE POINTE**

SUBDIVISION FOR CONDOMINIUM PURPOSES

SANTA CLARA COUNTY, CALIFORNIA  
CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

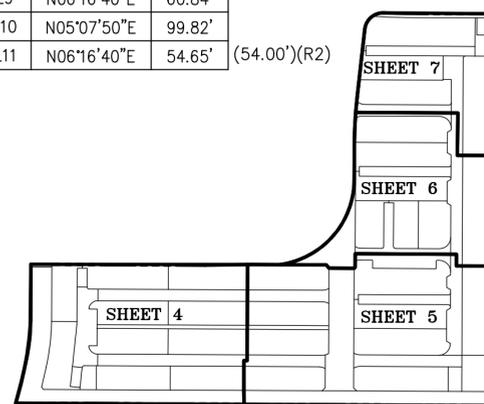
Prepared By:  
**RUGGERI-JENSEN-AZAR**  
8055 Camino Arroyo, Gilroy, CA 95020

OCTOBER 2016

LINE	BEARING	DIST	
L1	N83°43'20"W	78.02'	(S84°29'13"E)(R1)
L2	N71°12'59"W	38.77'	(R2)
L3	N69°30'34"W	50.35'	(R2)
L4	N83°43'20"W	120.17'	(R2)
L5	N83°43'20"W	78.02'	(S84°29'13"E)(R1)
L6	N31°51'06"E	51.86'	(R2)(N31°05'13"E)(R1)
L7	N06°16'52"E	46.56'	(S05°30'47"W)(R1)
L8	N77°38'21"W	146.34'	(N78°24'14"W)(R1)
L9	N06°16'40"E	60.84'	
L10	N05°07'50"E	99.82'	
L11	N06°16'40"E	54.65'	(54.00')(R2)

**LEGEND**

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- MONUMENT LINE/CENTER LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- TIE LINES ARE 90° OR RADIAL UNLESS OTHERWISE NOTED
- ▲ ABUTTER'S RIGHTS RELINQUISHED
- SET STANDARD CITY MONUMENT STAMPED 8859
- FOUND STANDARD CITY MONUMENT IN WELL, AS NOTED
- (M-ML) MONUMENT TO MONUMENT
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- ( ) RECORD DATA
- (R) RADIAL BEARING
- (C) CALCULATED DIMENSION DERIVED FROM RECORDED DATA AS NOTED
- DOC DOCUMENT
- PSUSE PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT
- PRUE PRIVATE SERVICE AND UTILITY EASEMENT
- EAE EMERGENCY VEHICLE ACCESS EASEMENT
- SDRE SURFACE DRAINAGE RELEASE EASEMENT
- BAE BRIDGE AND ACCESS EASEMENT
- \* EASEMENT TO BE QUITCLAIMED BY SEPARATE INSTRUMENT



**BASIS OF BEARINGS:**

THE CALCULATED GRID BEARING OF N39°43'13"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ABEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 OF THAT SURVEY.

THE VALUES OF POINTS "1008" AND "1011" ARE AS FOLLOWS:

	NORTHING	EASTING
"1008"	1974285.72	6156434.98
"1011"	1977865.34	6153460.98

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	
C1	47.00'	1078.94'	2°29'45"	(L=47.02' R=1079' Δ=02°29'48")(R1)
C2	60.33'	40.00'	86°25'12"	(L=60.32' R=40' Δ=86°24'48")(R1)
C3	102.98'	969.95'	6°04'59"	(L=102.98' R=970' Δ=06°04'59")(R1)
C4	93.86'	430.00'	12°30'21"	(R2)
C5	106.16'	999.95'	6°04'59"	(L=106.17' R=1000' Δ=06°04'59")(R1)
C6	106.17'	999.95'	6°04'59"	(L=106.17' R=1000' Δ=06°04'59")(R1)(R3)
C7	116.04'	259.99'	25°34'26"	(R2) (L=106.17' R=260' Δ=25°34'26")(R1)
C8	47.12'	30.00'	89°59'53"	(R2) (L=47.12' R=30' Δ=90°00'00")(R1)
C9	102.65'	229.99'	25°34'26"	(L=102.66' R=230' Δ=25°34'26")(R1)

**NOTES:**

- ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.00005500 TO OBTAIN GROUND LEVEL DISTANCES.
- MONUMENTS TO BE SET ARE SHOWN ON SHEETS 4 THROUGH 6. TOTAL AREA WITHIN DISTINCTIVE SYMBOL LINE IS 10.532 AC.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- THE EASEMENTS FOR "ROADWAY", "EXCLUSIVE PARKING AREAS" AND "UTILITIES" DESCRIBED IN THE AMENDED AND RESTATED RECIPROCAL STREET EASEMENT AGREEMENT RECORDED APRIL 28, 2016 AS DOCUMENT #23289582, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, ARE NOT SEPARATELY DEFINED WITHIN THE STREET EASEMENT AREA.

**TRACT 10363  
CENTRE POINTE**

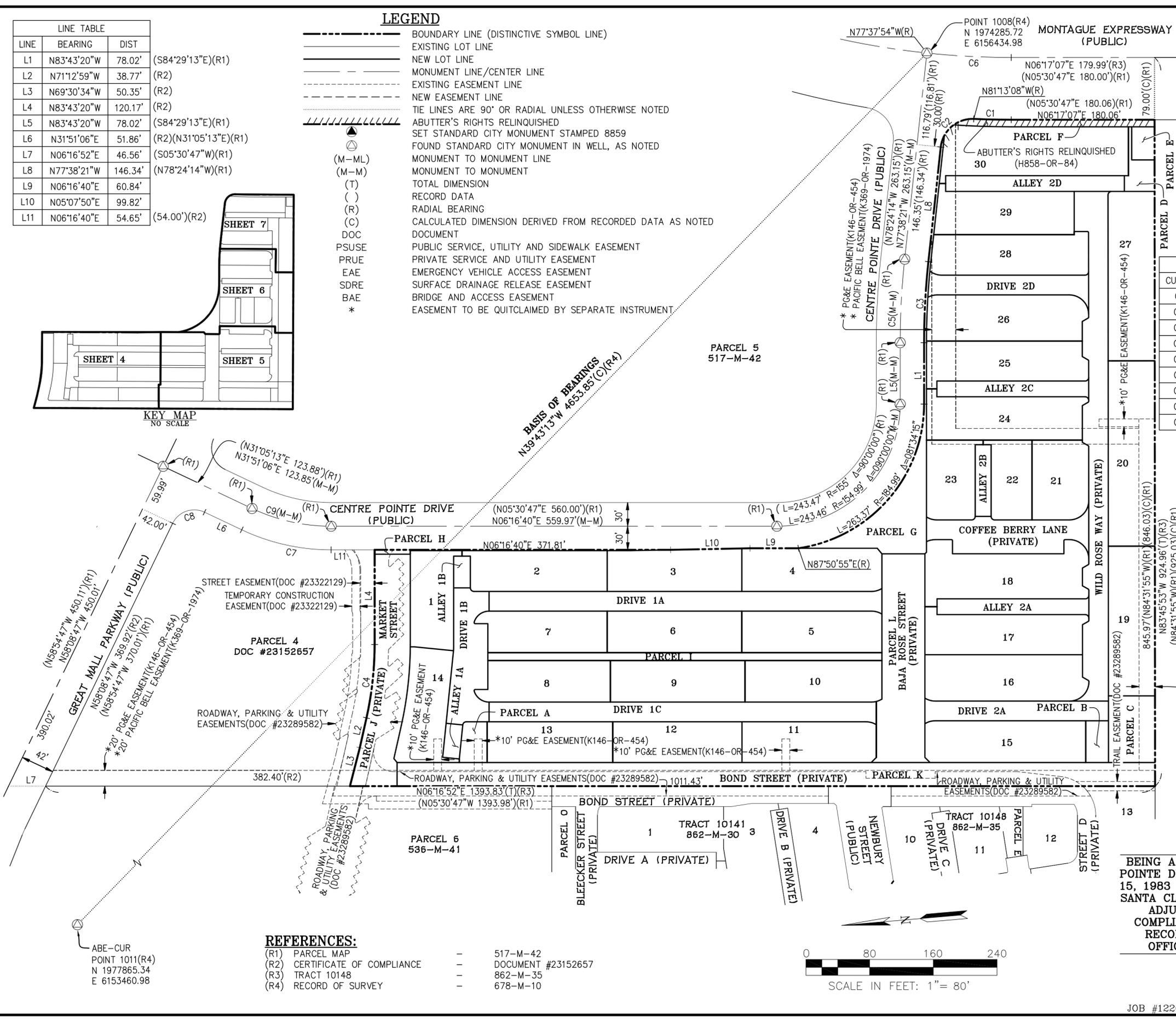
SUBDIVISION FOR CONDOMINIUM PURPOSES  
SANTA CLARA COUNTY, CALIFORNIA  
CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:  
**RUGGERI-JENSEN-AZAR**  
8055 Camino Arroyo, Gilroy, CA 95020  
OCTOBER 2016

**REFERENCES:**

- (R1) PARCEL MAP - 517-M-42
- (R2) CERTIFICATE OF COMPLIANCE - DOCUMENT #23152657
- (R3) TRACT 10148 - 862-M-35
- (R4) RECORD OF SURVEY - 678-M-10



**BASIS OF BEARINGS:**

THE CALCULATED GRID BEARING OF N39°43'13"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ADEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 OF THAT SURVEY.

THE VALUES OF POINTS "1008" AND "1011" ARE AS FOLLOWS:

NORTHING	EASTING
"1008" 1974285.72	6156434.98
"1011" 1977865.34	6153460.98

**REFERENCES:**

(R1) PARCEL MAP	-	517-M-42
(R2) CERTIFICATE OF COMPLIANCE	-	DOCUMENT #23152657
(R3) TRACT 10148	-	862-M-35
(R4) RECORD OF SURVEY	-	678-M-10

LINE	BEARING	DIST
L1	N06°16'52"E	15.79'
L2	N06°16'52"E	15.78'
L3	N83°43'08"W	7.00'
L4	N06°16'41"E	21.00'
L5	N06°16'52"E	21.00'
L6	N83°43'27"W	4.50'
L7	N06°16'52"E	10.50'
L8	N06°16'52"E	10.50'
L9	N06°16'41"E	10.50'
L10	N06°16'41"E	10.50'
L11	N12°02'03"E	21.00'
L12	N12°02'03"E	21.00'
L13	N12°02'03"E	10.50'
L14	N12°02'03"E	10.50'
L15	N83°43'08"W	4.55'
L16	N57°31'57"E	6.40'
L17	N83°43'08"W	25.00'
L18	N83°43'08"W	25.00'
L19	N71°12'59"W	38.77'
L20	N69°30'34"W	50.35'
L21	N06°16'52"E	5.22'
L22	N06°16'52"E	45.49'
L23	N12°02'03"E	49.34'
L24	N12°02'03"E	45.50'
L25	N83°43'20"W	30.00'

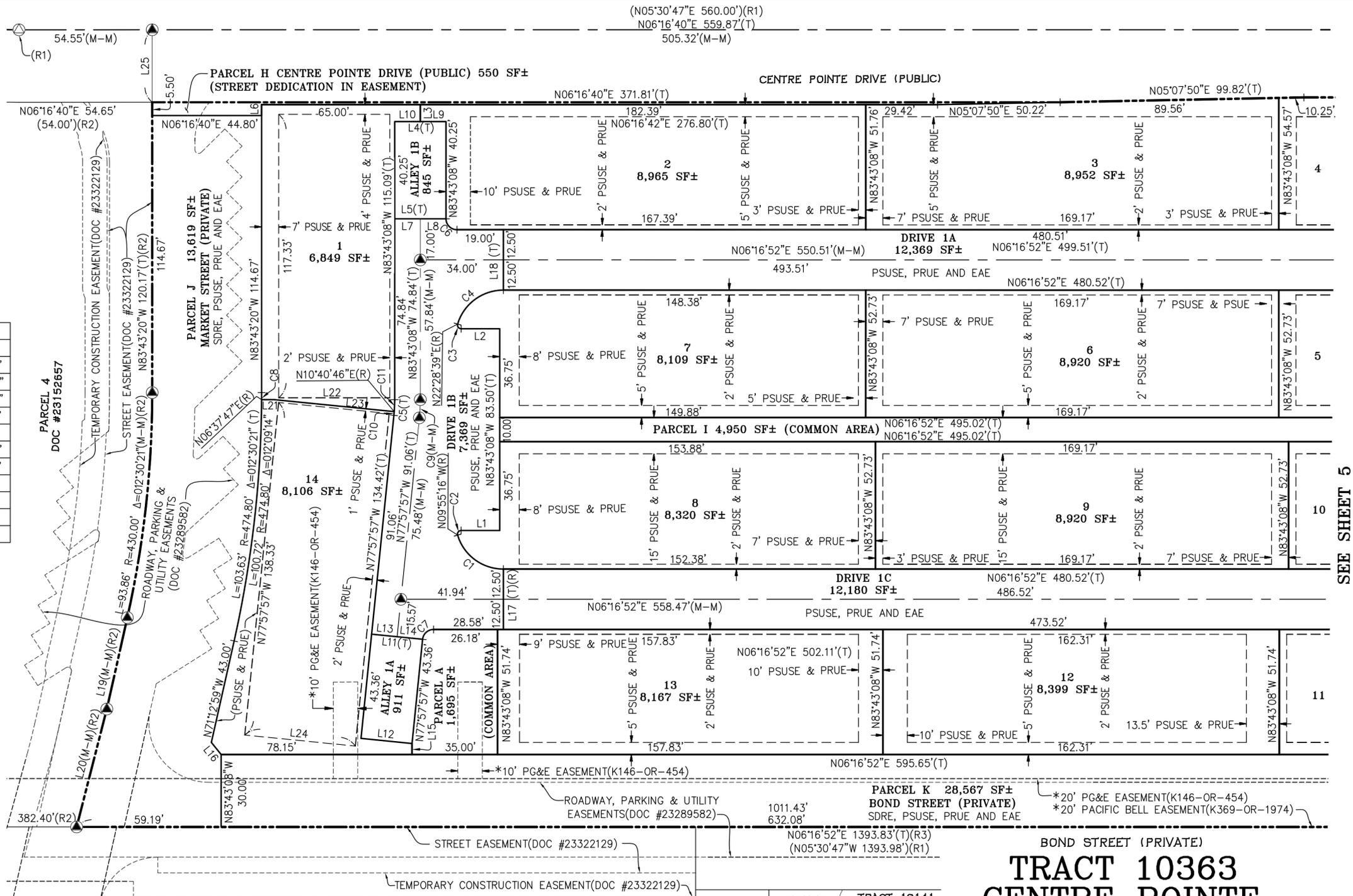
CURVE	LENGTH	RADIUS	DELTA
C1	25.12'	19.50'	73°47'52"
C2	2.78'	1.50'	106°12'08"
C3	2.78'	1.50'	106°11'47"
C4	25.12'	19.50'	73°48'13"
C5	6.48'	64.50'	5°45'11"
C6	7.07'	4.50'	90°00'00"
C7	6.62'	4.50'	84°14'49"
C8	2.92'	474.80'	0°21'07"
C9	7.53'	75.00'	5°45'11"
C10	1.53'	64.50'	1°21'17"
C11	4.95'	64.50'	4°23'54"

**LEGEND**

	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
	EXISTING LOT LINE
	NEW LOT LINE
	MONUMENT LINE/CENTER LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	TIE LINES ARE 90° OR RADIAL UNLESS OTHERWISE NOTED
	BUTTER'S RIGHTS RELINQUISHED
	SET STANDARD CITY MONUMENT STAMPED 8859
	FOUND STANDARD CITY MONUMENT IN WELL, AS NOTED
	MONUMENT TO MONUMENT LINE
	MONUMENT TO MONUMENT
	TOTAL DIMENSION
	RECORD DATA
	RADIAL BEARING
	CALCULATED DIMENSION DERIVED FROM RECORDED DATA AS NOTED
	DOCUMENT
	PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT
	PRIVATE SERVICE AND UTILITY EASEMENT
	EMERGENCY VEHICLE ACCESS EASEMENT
	SURFACE DRAINAGE RELEASE EASEMENT
	BRIDGE AND ACCESS EASEMENT
	EASEMENT TO BE QUITCLAIMED BY SEPARATE INSTRUMENT

**NOTES:**

- ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.00005500 TO OBTAIN GROUND LEVEL DISTANCES.
- MONUMENTS TO BE SET ARE SHOWN ON SHEETS 4 THROUGH 6.
- TOTAL AREA WITHIN DISTINCTIVE SYMBOL LINE IS 10.532 AC±.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- THE EASEMENTS FOR "ROADWAY", "EXCLUSIVE PARKING AREAS" AND "UTILITIES" DESCRIBED IN THE AMENDED AND RESTATED RECIPROCAL STREET EASEMENT AGREEMENT RECORDED APRIL 28, 2016 AS DOCUMENT #23289582, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, ARE NOT SEPARATELY DEFINED WITHIN THE STREET EASEMENT AREA.



SEE SHEET 5



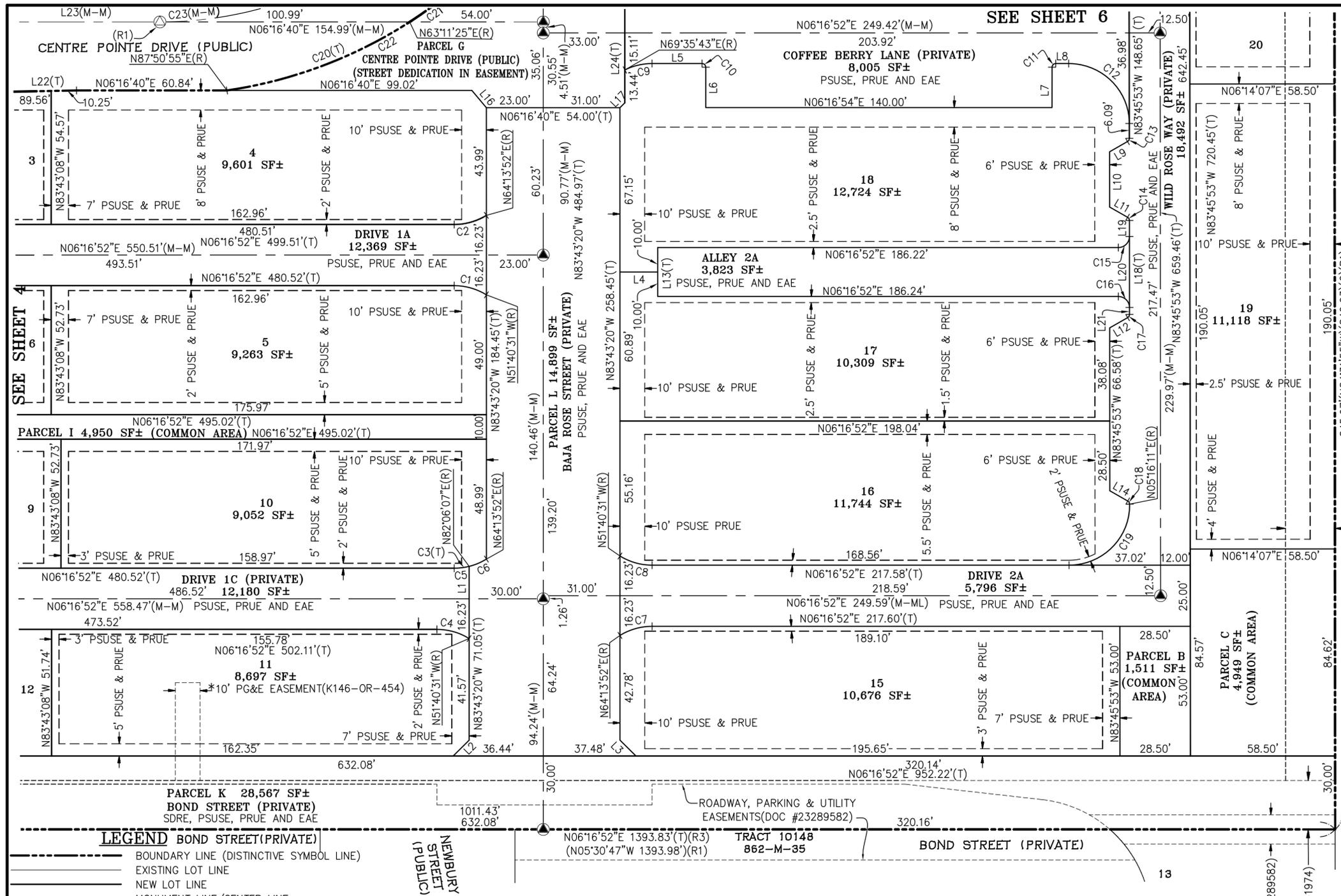
**TRACT 10363  
CENTRE POINTE**

SUBDIVISION FOR CONDOMINIUM PURPOSES

SANTA CLARA COUNTY, CALIFORNIA  
CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

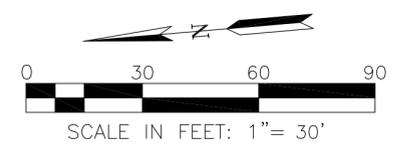
Prepared By:  
**RUGGERI-JENSEN-AZAR**  
8055 Camino Arroyo, Gilroy, CA 95020  
OCTOBER 2016



**BASIS OF BEARINGS:**  
 THE CALCULATED GRID BEARING OF N39°43'13"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ABEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 OF THAT SURVEY.

THE VALUES OF POINTS "1008" AND "1011" ARE AS FOLLOWS:

NORTHING	EASTING
"1008" 1974285.72	6156434.98
"1011" 1977865.34	6153460.98



LINE	BEARING	DIST
L1	N83°43'20"W	13.25'
L2	N38°43'14"W	9.10'
L3	N51°16'46"E	9.17'
L4	N06°16'40"E	15.26'
L5	N06°16'52"E	20.20'
L6	N83°43'08"W	16.50'
L7	N83°43'08"W	16.50'
L8	N06°16'52"E	5.25'
L9	N23°43'08"W	8.37'
L10	N83°45'53"W	22.58'
L11	N36°11'15"E	8.37'
L12	N23°43'08"W	8.37'
L13	N83°43'08"W	20.00'
L14	N36°16'52"E	8.37'
L15	N83°43'08"W	4.55'
L16	N56°35'25"E	9.17'
L17	N38°43'14"W	2.83'
L18	N83°45'53"W	38.42'
L19	N83°45'53"W	6.59'
L20	N83°45'53"W	29.00'
L21	N83°45'53"W	2.83'
L22	N05°07'50"E	99.82'
L23	N06°16'40"E	559.87'
L24	N83°43'20"W	266.06'

**REFERENCES:**  
 (R1) PARCEL MAP - 517-M-42  
 (R2) CERTIFICATE OF COMPLIANCE - DOCUMENT #23152657  
 (R3) TRACT 10148 - 862-M-35  
 (R4) RECORD OF SURVEY - 678-M-10

# TRACT 10363 CENTRE POINTE

SUBDIVISION FOR CONDOMINIUM PURPOSES  
 SANTA CLARA COUNTY, CALIFORNIA  
 CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared by:  
**RUGGERI-JENSEN-AZAR**  
 8055 Camino Arroyo, Gilroy, CA 95020  
 OCTOBER 2016

**LEGEND**

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- MONUMENT LINE/CENTER LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- TIE LINES ARE 90° OR RADIAL UNLESS OTHERWISE NOTED
- ABUTTER'S RIGHTS RELINQUISHED
- SET STANDARD CITY MONUMENT STAMPED 8859
- FOUND STANDARD CITY MONUMENT IN WELL, AS NOTED
- (M-M) MONUMENT TO MONUMENT LINE
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- ( ) RECORD DATA
- (R) RADIAL BEARING
- (C) CALCULATED DIMENSION DERIVED FROM RECORDED DATA AS NOTED
- DOC DOCUMENT
- PSUSE PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT
- PRUE PRIVATE SERVICE AND UTILITY EASEMENT
- EAE EMERGENCY VEHICLE ACCESS EASEMENT
- SDRE SURFACE DRAINAGE RELEASE EASEMENT
- BAE BRIDGE AND ACCESS EASEMENT
- \* EASEMENT TO BE QUITCLAIMED BY SEPARATE INSTRUMENT

**NOTES:**

- ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.00005500 TO OBTAIN GROUND LEVEL DISTANCES.
- MONUMENTS TO BE SET ARE SHOWN ON SHEETS 4 THROUGH 6.
- TOTAL AREA WITHIN DISTINCTIVE SYMBOL LINE IS 10,532 AC±.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- THE EASEMENTS FOR "ROADWAY", "EXCLUSIVE PARKING AREAS" AND "UTILITIES" DESCRIBED IN THE AMENDED AND RESTATED RECIPROCAL STREET EASEMENT AGREEMENT RECORDED APRIL 28, 2016 AS DOCUMENT #23289582, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, ARE NOT SEPARATELY DEFINED WITHIN THE STREET EASEMENT AREA.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	13.70'	24.50'	32°02'37"
C2	13.70'	24.50'	32°03'01"
C3	13.70'	24.50'	32°03'01"
C4	13.70'	24.50'	32°02'37"
C5	6.06'	24.50'	14°10'45"
C6	7.64'	24.50'	17°52'16"
C7	13.70'	24.50'	32°03'01"
C8	13.70'	24.50'	32°02'37"
C9	11.41'	24.50'	26°41'09"
C10	2.36'	1.50'	90°00'00"
C11	2.36'	1.50'	90°00'00"
C12	38.46'	24.50'	89°57'15"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C13	1.57'	1.50'	60°02'45"
C14	1.57'	1.50'	60°02'51"
C15	7.07'	4.50'	90°02'45"
C16	7.06'	4.50'	89°57'15"
C17	1.57'	1.50'	60°02'45"
C18	1.54'	1.50'	58°59'19"
C19	38.92'	24.50'	91°00'41"
C20	263.37'	184.99'	81°34'15"
C21	76.92'	184.99'	23°49'30"
C22	79.61'	184.99'	24°39'30"
C23	243.46'	154.99'	90°00'00"

SEE SHEET 7

DRIVE 2D  
5,193 SF±

11,555 SF±

10,274 SF±

3,823 SF±

10,983 SF±

6,232 SF±

1,820 SF±

5,259 SF±

7,047 SF±

8,005 SF±

18,492 SF±

8,985 SF±

14,899 SF±

**LEGEND**

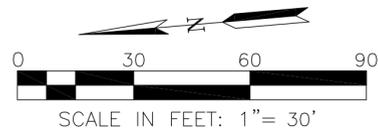
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- NEW LOT LINE
- MONUMENT LINE/CENTER LINE
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- TIE LINES ARE 90° OR RADIAL UNLESS OTHERWISE NOTED
- ▲ ABUTTER'S RIGHTS RELINQUISHED
- ⊙ SET STANDARD CITY MONUMENT STAMPED 8859
- FOUND STANDARD CITY MONUMENT IN WELL, AS NOTED
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- (T) TOTAL DIMENSION
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- PSUSE PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT
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**REFERENCES:**

- (R1) PARCEL MAP - 517-M-42
- (R2) CERTIFICATE OF COMPLIANCE - DOCUMENT #23152657
- (R3) TRACT 10148 - 862-M-35
- (R4) RECORD OF SURVEY - 678-M-10

LINE	BEARING	DIST
L1	N06°16'52"E	20.00'
L2	N06°16'52"E	13.08'
L3	N83°43'08"W	5.75'
L4	N83°43'08"W	20.00'
L5	N06°16'52"E	20.00'
L6	N36°16'52"E	8.38'
L7	N23°43'08"W	8.37'
L8	N83°45'53"W	107.16'
L9	N23°43'08"W	8.37'
L10	N83°45'53"W	44.58'
L11	N36°16'52"E	8.38'
L12	N83°45'53"W	46.57'

CURVE	LENGTH	RADIUS	DELTA
C1	7.07'	4.50'	90°00'00"
C2	7.07'	4.50'	90°00'00"
C3	13.70'	24.50'	32°02'53"
C4	38.50'	24.50'	90°02'45"
C5	1.57'	1.50'	59°57'15"
C6	1.57'	1.50'	60°02'45"
C7	7.06'	4.50'	89°57'15"
C8	7.07'	4.50'	90°02'45"
C9	1.57'	1.50'	59°57'15"
C10	1.57'	1.50'	60°02'45"
C11	38.46'	24.50'	89°57'15"
C12	12.40'	24.50'	29°00'16"
C13	102.66'	966.95'	6°04'59"
C14	1.98'	966.95'	0°07'02"
C15	55.63'	966.95'	3°17'46"
C16	15.61'	966.95'	0°55'30"
C17	73.21'	969.95'	4°19'29"
C18	102.98'	969.95'	6°04'59"
C19	29.77'	969.95'	1°45'30"
C20	17.74'	966.95'	1°03'04"
C21	79.61'	184.99'	24°39'30"



**TRACT 10363  
CENTRE POINTE**

SUBDIVISION FOR CONDOMINIUM PURPOSES

SANTA CLARA COUNTY, CALIFORNIA  
CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:  
**RUGGERI-JENSEN-AZAR**  
8055 Camino Arroyo, Gilroy, CA 95020  
OCTOBER 2016

**BASIS OF BEARINGS:**

THE CALCULATED GRID BEARING OF N39°43'13"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ABEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 OF THAT SURVEY.

THE VALUES OF POINTS "1008" AND "1011" ARE AS FOLLOWS:

	NORTHING	EASTING
"1008"	1974285.72	6156434.98
"1011"	1977865.34	6153460.98

**NOTES:**

1. ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
2. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. COORDINATES, BEARINGS AND DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.00005500 TO OBTAIN GROUND LEVEL DISTANCES.
4. MONUMENTS TO BE SET ARE SHOWN ON SHEETS 4 THROUGH 6.
5. TOTAL AREA WITHIN DISTINCTIVE SYMBOL LINE IS 10,532 AC±.
6. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
7. THE EASEMENTS FOR "ROADWAY", "EXCLUSIVE PARKING AREAS" AND "UTILITIES" DESCRIBED IN THE AMENDED AND RESTATED RECIPROCAL STREET EASEMENT AGREEMENT RECORDED APRIL 28, 2016 AS DOCUMENT #23289582, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, ARE NOT SEPARATELY DEFINED WITHIN THE STREET EASEMENT AREA.

PARCEL 5  
517-M-42

PARCEL G  
8,985 SF±

PARCEL L  
14,899 SF±  
BAJA ROSE STREET  
(PRIVATE)

SEE SHEET 5

SEE SHEET 7

19

27

20  
13,761 SF±

21  
7,047 SF±

22  
5,259 SF±

23  
6,232 SF±

24  
10,983 SF±

25  
10,274 SF±

26  
11,555 SF±

27

**BASIS OF BEARINGS:**

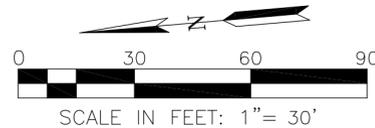
THE CALCULATED GRID BEARING OF N39°43'13"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ABEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 OF THAT SURVEY.

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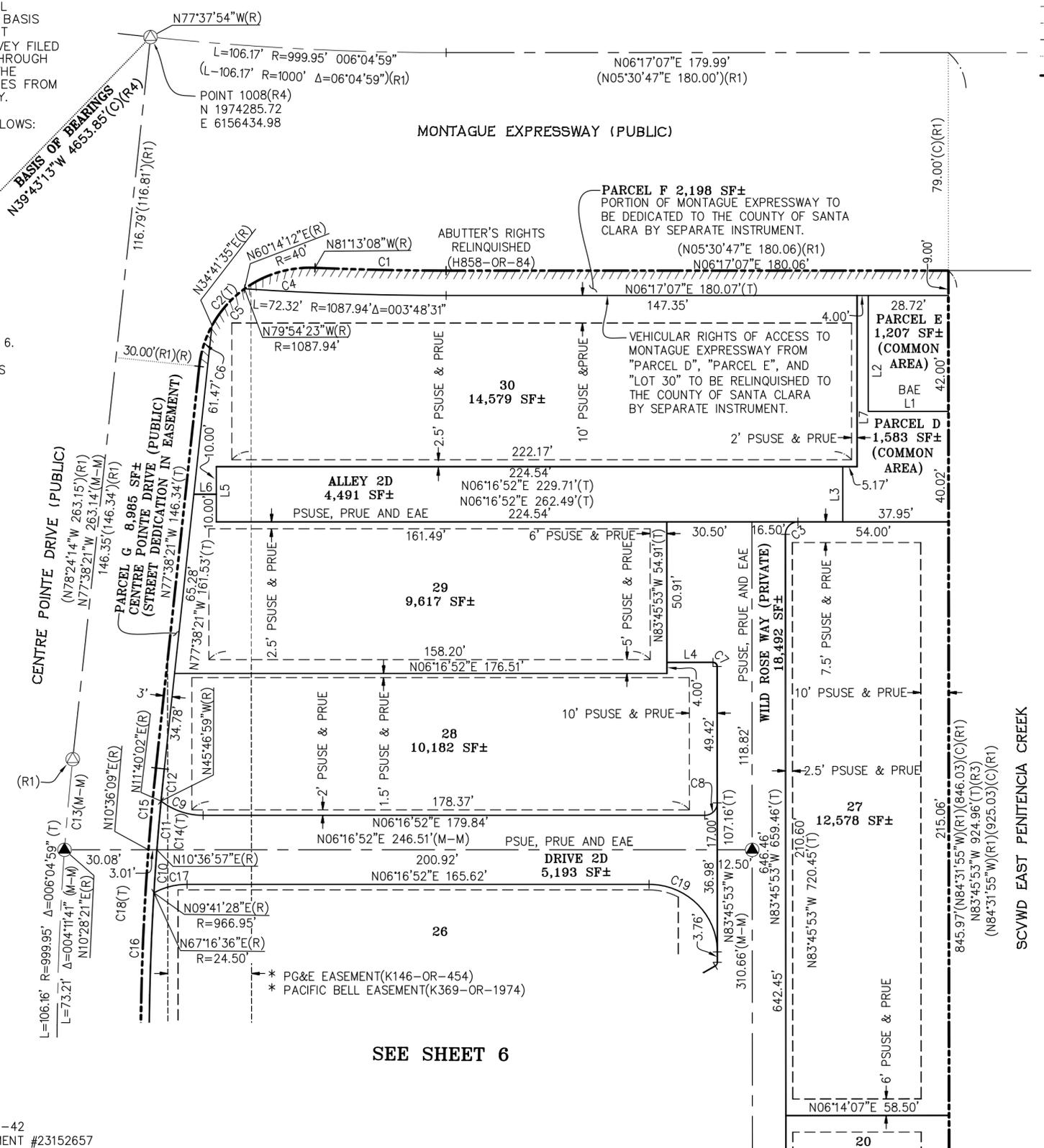
	NORTHING	EASTING
"1008"	1974285.72	6156434.98
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LINE	BEARING	DIST
L1	N06°17'07"E	28.75'
L2	N83°43'08"W	42.00'
L3	N83°43'08"W	20.00'
L4	N06°14'07"E	16.50'
L5	N83°43'08"W	20.00'
L6	N06°16'52"E	8.06'
L7	N83°43'08"W	62.02'



**LEGEND**

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
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- NEW LOT LINE
- MONUMENT LINE/CENTER LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
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- △ SET STANDARD CITY MONUMENT STAMPED 8859
- FOUND STANDARD CITY MONUMENT IN WELL, AS NOTED
- MONUMENT TO MONUMENT LINE
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- SDRE SURFACE DRAINAGE RELEASE EASEMENT
- BAE BRIDGE AND ACCESS EASEMENT
- \* EASEMENT TO BE QUITCLAIMED BY SEPARATE INSTRUMENT

CURVE	LENGTH	RADIUS	DELTA
C1	47.00'	1078.94'	2°29'45"
C2	60.33'	40.00'	86°25'12"
C3	7.07'	4.50'	90°02'45"
C4	26.91'	40.00'	38°32'40"
C5	17.83'	40.00'	25°32'37"
C6	15.59'	40.00'	22°19'56"
C7	2.36'	1.50'	90°00'00"
C8	7.07'	4.50'	90°02'45"
C9	16.22'	24.50'	37°56'09"
C10	15.61'	966.95'	0°55'30"
C11	17.74'	966.95'	1°03'04"
C12	11.71'	966.95'	0°41'37"
C13	32.95'	999.95'	1°53'18"
C14	102.66'	966.95'	6°04'59"
C15	29.77'	969.95'	1°45'30"
C16	73.21'	969.95'	4°19'29"
C17	12.40'	24.50'	29°00'16"
C18	102.98'	969.95'	6°04'59"
C19	38.46'	24.50'	89°57'15"

**TRACT 10363  
CENTRE POINTE**

SUBDIVISION FOR CONDOMINIUM PURPOSES  
SANTA CLARA COUNTY, CALIFORNIA  
CITY OF MILPITAS

BEING A SUBDIVISION OF PARCEL 1 AND A PORTION OF CENTRE POINTE DRIVE AS SHOWN ON THE PARCEL MAP, FILED SEPTEMBER 15, 1983 IN BOOK 517 OF MAPS, PAGES 42 AND 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND ADJUSTED PARCEL 2 AND ADJUSTED PARCEL 3 AS SHOWN ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 2015-005, RECORDED NOVEMBER 20, 2015 AS DOCUMENT #23152657, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:  
**RUGGERI-JENSEN-AZAR**  
8055 Camino Arroyo, Gilroy, CA 95020  
OCTOBER 2016

- REFERENCES:**
- (R1) PARCEL MAP - 517-M-42
  - (R2) CERTIFICATE OF COMPLIANCE - DOCUMENT #23152657
  - (R3) TRACT 10148 - 862-M-35
  - (R4) RECORD OF SURVEY - 678-M-10

SEE SHEET 6

Subdivider(s): D.R. Horton CA3, Inc.  
 Subdivision Name: Centre Pointe – 1515 Centre Pointe Drive

Private Job Account No.: 1296  
 Improvement Plan No.: 2-1218  
 Tract Map No.: 10363  
 Council Approval Date:  
 10/18/16

## CITY OF MILPITAS

### SUBDIVISION IMPROVEMENT AGREEMENT

This AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016, at Milpitas, California, is by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as “CITY”); and D.R. Horton CA3, Inc., a Delaware Corporation (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. 10363 (the “Subdivision”).
- B. The Subdivision shows certain easements which are offered for dedication for public use.

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

1. SUBDIVIDER shall at its sole cost and expense, construct all those certain improvements listed in **Improvement Plan Nos. 2-1218 and 2-1218 SD** (“Improvement Plan”) and specifications, which includes setting survey monuments and identified by Private Job Account No. 1296 (and any subsequent accounts created for this Subdivision, 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 Subdivision. SUBDIVIDER agrees that any design changes to the Improvement Plan may necessitate CITY approval.
2. SUBDIVIDER shall also at its sole cost and expense, construct sidewalk, tree wells and street lights along the SUBDIVIDER’s frontage of Centre Pointe Drive and associated amenities. All improvements shall be accepted by the CITY upon completion and as shown on City approved plans.
3. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have received approval by the City Engineer, 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 the City Engineer or his/her designee.
4. SUBDIVIDER shall construct said improvements and said construction is subject to the inspection of and to the satisfaction of the CITY.

5. SUBDIVIDER shall construct said improvements in accordance with the requirements set forth in said Improvement Plan 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 shall 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 **D.R. Horton** 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 hereby 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 said improvements 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** for the Subdivision, 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 **Nine Hundred Seventy Eight Thousand Dollars (\$978,000.00)** 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 shall 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, shall 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 **Nine Hundred Seventy Eight Thousand Dollars (\$978,000.00)** insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.

11. SUBDIVIDER shall 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, shall obtain an Encroachment Permit from the Engineering Department 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 authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, CITY may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay CITY the premium therefor.
14. SUBDIVIDER shall ensure 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 shall 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 shall comply with all conditions and notes of approval for this Subdivision, 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 a **Private Job Account No. 1296** (and any subsequent accounts created for this Subdivision) for this purpose with additional deposits as required by CITY.

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- a. Estimated Engineering 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	PJ1296-13-2500	\$97,800.00
2	Improvement Reimbursement Fee	310-3614-xx70	N/A
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		<b>Total =</b>	<b>\$97,800.00</b>

- b. Estimated Engineering Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee (residential): <i>241 units @ \$1,164 per unit</i>	402-3715	\$280,524.00
2	Water Connection Fee Credit: <i>a credit with \$5.97/gpd @ 110gpd/ksf for previous use of 158,834sf commercial buildings</i>		-\$104,306.29
3	Sewer Connection Fee (residential): <i>241 units @ \$1,406 per unit</i>	452-3715	\$338,846.00
4	Sewer Connection Fee Credit: <i>a credit with \$8.52/gpd @ 110gpd/ksf for previous use of 158,834sf commercial buildings</i>		-\$148,859.22
5	Storm Drain Connection Fee (residential): <i>10.532 acres @ \$16,771 per acre</i>	340-3711	\$176,632.17
6	Transit Area Specific Plan Impact Fees (residential): <i>241 units @ \$32,781 per unit</i>	350-3718	\$7,900,221.00
7	Contribution to the design and construction of Penitencia Creek Pedestrian Bridge: <i>\$250,000/355 units x 241 units</i>	CP 2005-15-3760	\$169,718.31
8	Sewer Treatment Plant Fee	452-3714	N/A
	<b>Sub-total</b>		<b>\$8,612,775.97</b>
9	Permit Automation Fee (2.5% of total fees above)	505-3601	\$215,319.40
		<b>TOTAL =</b>	<b>\$8,828,095.37</b>

- c. Credits and/or Reimbursements due to SUBDIVIDER: Subdivider will receive certain fee credit in accordance with a separate Fee Credit AGREEMENT.

The above fees set forth in Section 16a and 16b are estimates only. The amount of fee to be paid in Section 16a and 16b shall be the amount in effect as approved by the City Council. Full payment is due to the City at time of building permit issuance unless otherwise stated in this AGREEMENT.

17. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete Record Drawings 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. SUBDIVIDER shall dedicate an easement for public purposes as shown on recorded Tract Map 10305.
20. CITY will accept on behalf of the public, the public easements offered for dedication upon completion and acceptance of public improvements, and will supply water for sale to and within said Subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this AGREEMENT.
21. SUBDIVIDER 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 shall execute an Operation and Maintenance AGREEMENT (O&M AGREEMENT) and establish a Private Job Account in accordance with the O&M AGREEMENT prior to issuance of the last Certificate of Occupancy for the Subdivision.
22. This AGREEMENT shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said Subdivision. All public improvements shall be constructed to the satisfaction of the City Engineer prior to issuance of the first Certificate of Occupancy for any residential unit in the Subdivision.
23. SUBDIVIDER shall, upon ten (10) days written notice from CITY, immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This AGREEMENT shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this AGREEMENT shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
25. Nothing contained in this AGREEMENT shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
26. Time shall be of the essence of this AGREEMENT. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

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

\*Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MILPITAS

SUBDIVIDER:

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

D.R. Horton CA3, Inc.  
a Delaware Corporation

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

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

APPROVED AS TO FORM THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Christopher Diaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Greg Chung, P.E.  
Director of Engineering/City Engineer

- \* Date should be same as date on Page 1 of 6.
- \*\* It is essential that the signatures be acknowledged before a California Notary Public and proper acknowledgment shall be attached.

**Preliminary Opinion of Probable Cost  
Centre Pointe Offsite Improvement Plans  
Milpitas, CA  
DR Horton**

Revision Date	Revision Description

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

**SUMMARY**

A. GRADING	\$135,220
B. PAVING & CONCRETE	\$371,955
C. STORM DRAIN	\$23,700
D. SANITARY SEWER	\$22,200
E. WATER	\$113,600
F. MISCELLANEOUS	<u>\$222,490</u>

**Sub-Total Improvements: \$889,165**

CONTINGENCY 10% 88,917

**Total Improvements: \$978,082**



**Preliminary Opinion of Probable Cost  
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DR Horton**

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>A. GRADING AND DEMOLITION</b>					
1.	Sawcut	2,540	LF	\$1.00	\$2,540
	Remove and Offhaul				
2.	Concrete Pavement (Dwy, Swk, Curb and Gutter)	4,000	SF	\$2.00	\$8,000
3.	AC Pavement 2" grind	19,000	SF	\$1.00	\$19,000
4.	AC and Baserock	21,000	SF	\$2.00	\$42,000
5.	Remove ex retaining wall	8	LF	\$50.00	\$400
6.	Remove and/or relocate ex sign	6	EA	\$100.00	\$600
7.	Remove ex irrigation box	2	EA	\$500.00	\$1,000
8.	Remove ex 39" RCP SD	8	LF	\$40.00	\$320
9.	Remove ex 24" RCP SD	3	LF	\$40.00	\$120
10.	Remove ex 21" RCP SD	3	LF	\$40.00	\$120
11.	Remove ex 18" RCP SD	8	LF	\$40.00	\$320
12.	Remove ex 12" RCP SD	65	LF	\$40.00	\$2,600
13.	Remove ex curb inlet/field inlet	5	EA	\$1,000.00	\$5,000
14.	Remove ex sewer lateral	4	EA	\$1,000.00	\$4,000
15.	Remove ex water service up to the valve/main and plug/cap	12	EA	\$1,000.00	\$12,000
16.	Remove ex fire hydrant	2	EA	\$2,000.00	\$4,000
17.	Remove ex water meter box	9	EA	\$500.00	\$4,500
18.	Remove ex backflow preventer	6	EA	\$500.00	\$3,000
19.	Remove ex PVI, FDC, and water service	4	EA	\$1,000.00	\$4,000
20.	Remove ex recycled water service	50	LF	\$40.00	\$2,000
21.	Remove ex recycled water meter box	5	EA	\$500.00	\$2,500
22.	Remove ex street light	5	EA	\$1,000.00	\$5,000
23.	Remove ex utility box	2	EA	\$500.00	\$1,000
24.	Remove ex 12" ACWP water main	80	LF	\$40.00	\$3,200
25.	Erosion Control (See Note 7)	1.6	AC	\$5,000.00	\$8,000
				<b>Sub-Total Grading:</b>	<b>\$135,220</b>

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Milpitas, CA  
DR Horton**

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>B. PAVING &amp; CONCRETE</b>					
1.	Street Fine Grading (R/W to R/W)	36,500	SF	\$0.50	\$18,250
2.	AC Pavement (3.5" AC over 13" AB)	15,200	SF	\$6.50	\$98,800
3.	AC Pavement (4" AC over 16" AB)	2,300	SF	\$7.50	\$17,250
4.	2" AC Overlay	19,000	SF	\$2.00	\$38,000
5.	Standard Curb and Gutter	1,800	LF	\$18.00	\$32,400
6.	Raised Median w/ Vertical Curb	275	LF	\$15.00	\$4,125
7.	Valley Gutter	370	SF	\$6.00	\$2,220
8.	4" PCC Sidewalk & Base	9,400	SF	\$5.00	\$47,000
9.	2' PCC Band	910	SF	\$6.00	\$5,460
10.	Stamped Concrete (at pedestrian crossings)	1,700	SF	\$12.00	\$20,400
11.	Handicap Ramp	9	EA	\$1,500.00	\$13,500
12.	Utility Concrete Cap	45	LF	\$10.00	\$450
13.	Micro Seal	74,100	SF	\$1.00	\$74,100
<b>Sub-Total Paving &amp; Concrete:</b>					<b>\$371,955</b>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>C. STORM DRAIN</b>					
1.	6" Storm Drain (PVC)	110	LF	\$40.00	\$4,400
2.	12" Storm Drain (PVC)	40	LF	\$70.00	\$2,800
3.	Curb Inlet	3	EA	\$3,500.00	\$10,500
4.	Field Inlet	1	EA	\$3,000.00	\$3,000
5.	Connect to existing SD line	3	EA	\$1,000.00	\$3,000
<b>Sub-Total Storm Drain:</b>					<b>\$23,700</b>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>D. SANITARY SEWER</b>					
1.	8" PVC SS	120	LF	\$80.00	\$9,600
2.	Manhole (less than 10' deep)	2	EA	\$4,800.00	\$9,600
3.	Connect to existing manholes	1	EA	\$2,000.00	\$2,000
4.	Connecting to existing SS line	1	EA	\$1,000.00	\$1,000
<b>Sub-Total Sanitary Sewer:</b>					<b>\$22,200</b>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>E. WATER</b>					
1.	12" PVC incl. valves, thrust blocks, etc.	140	LF	\$90.00	\$12,600
2.	6" PVC (Reclaimed Water)	320	LF	\$75.00	\$24,000
3.	Fire Hydrant	8	EA	\$6,500.00	\$52,000
4.	2" Irrigation Water Meter/Backflow Device	2	EA	\$5,000.00	\$10,000
5.	Connect to existing water line	2	EA	\$5,000.00	\$10,000
6.	Connect to existing reclaimed water line	1	EA	\$5,000.00	\$5,000
<b>Sub-Total Water:</b>					<b>\$113,600</b>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>F. MISCELLANEOUS</b>					
1.	Electrolier	11	EA	\$5,000.00	\$55,000
2.	Monuments	1	EA	\$500.00	\$500
3.	Signing and Striping	1	LS	\$40,000.00	\$40,000
4.	Offsite Storm Drain Relocation (per OPC dtd: 09/07/2016)	1	LS	\$126,990.00	\$126,990
<b>Sub-Total Miscellaneous:</b>					<b>\$222,490</b>

**Preliminary Opinion of Probable Cost**  
**Centre Pointe Offsite Improvement Plans**  
**Milpitas, CA**  
DR Horton

Revision Date	Revision Description

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**NOTES**

1. THIS IS A PRELIMINARY OPINION OF PROBABLE COST BY THE CIVIL ENGINEER. THE CIVIL ENGINEER MAKES NO REPRESENTATION CONCERNING THE ABOVE ITEMS SHOWN IN CONNECTION WITH THE PLANS AND SPECIFICATIONS BEING PREPARED.
2. QUANTITIES SHOWN HEREIN ARE CALCULATED FROM OFFSITE IMPROVEMENT PLANS FOR CENTRE POINTE DATED SEPTEMBER 2016, WHICH ARE SUBJECT TO REVISION.
3. COST FIGURES SHOWN HEREIN ARE CONCEPTUAL ONLY. ACTUAL COSTS ARE DEPENDENT ON THE ITEMS SHOWN ON THE PLANS AT BIDDING TIME, THE GENERAL MARKET SITUATION, THE CONTRACTOR'S WORKLOAD, SEASONAL FACTORS, LABOR AND MATERIAL COST, ETC.
4. ITEMS SHOWN ABOVE AND THEIR ASSOCIATED COSTS ARE SUBJECT TO REVISION DUE TO CHANGES, ADDITIONS, AND DELETIONS RESULTING FROM ON-GOING AGENCY REVIEW.
5. COSTS ASSOCIATED WITH JOINT TRENCH CONSTRUCTION ARE NOT INCLUDED IN THIS OPINION OF PROBABLE COST. THE CLIENT SHOULD OBTAIN COST FIGURES FROM SEPARATE CALCULATIONS SUPPLIED BY A QUALIFIED UTILITY CONSULTANT. TOTAL COSTS, INCLUDING UTILITY COMPANY FEES, CONNECTION CHARGES, SUBSTRUCTURE, WIRING, ETC. ARE NOT INCLUDED.
6. COSTS FOR INDIVIDUAL SANITARY SEWER BACKFLOW PREVENTERS, WATER PRESSURE REDUCERS, AND WATER PRESSURE BOOSTERS ARE NOT INCLUDED IN THIS OPINION OF PROBABLE COST. THE BUILDER SHOULD BUDGET FOR THESE ITEMS WITH THE BUILDING COSTS.
7. EROSION CONTROL COSTS ARE FOR INITIAL INSTALLATION ONLY AND DO NOT INCLUDE ONGOING MAINTENANCE OR SUBSEQUENT YEARLY INSTALLATIONS/MODIFICATIONS.
8. THE CONTINGENCY SHOWN SHOULD BE VERIFIED BY THE CLIENT. THE CONTINGENCY SHOWN IN THIS OPINION OF PROBABLE COST IS INTENDED TO INDICATE GENERAL UNCERTAINTY AND SHOULD NOT BE USED AS A VARIANCE TO ACTUAL CONSTRUCTION COST.
9. PAVEMENT STRUCTURAL SECTION THICKNESS SHOWN IS BASED ON TABLE 12.0-1 FROM THE PROJECT GEOTECHNICAL REPORT BY ENGEO INC. DATED DECEMBER 30, 2015.
10. THIS DOCUMENT DOES NOT INCLUDE COSTS TO ACQUIRE RIGHT-OF-WAY NEEDED FOR THIS PROJECT.
11. GEOTECHNICAL MITIGATION INCLUDING SLIDE REPAIR, SUBDRAINS, KEYWAYS, AND OVEREXCAVATION IS NOT INCLUDED IN THIS OPINION OF PROBABLE COSTS.
12. EARTHWORK QUANTITIES SHOWN ON THIS OPINION OF PROBABLE COST ARE APPROXIMATE QUANTITIES AND ARE FURNISHED FOR INFORMATION ONLY. THE ACTUAL AMOUNT OF EARTH MOVED WILL VARY DEPENDING ON THE PROPERTIES OF THE SOILS ENCOUNTERED, THE CONTRACTOR'S METHOD OF OPERATION, ETC.
13. THIS CONCEPTUAL COST ANALYSIS EXCLUDES THE FOLLOWING:
  - a. CONSTRUCTION STAKING
  - b. GEOTECHNICAL ENGINEERING OR TESTING
  - c. OVERSIZING OF UTILITIES FOR ADDITIONAL CAPACITY
  - d. FENCING
  - e. BUILDING RELATED COSTS OR FEES
  - f. FINANCING CHARGES
  - g. REIMBURSABLE AGREEMENTS OR REFUNDABLE DEPOSITS
  - h. PLANNING AND OTHER CONSULTANT FEES
  - i. LANDSCAPING AND IRRIGATION, INCLUDING ONSITE EXTERIOR STAIRS AND WALKWAYS
  - j. CITY AND OTHER AGENCY FEES, INCLUDING MAP AND IMPROVEMENT PLAN FEES
  - k. ENVIRONMENTAL MITIGATION
  - l. BONDS AND BONDING FEES
  - m. IMPROVEMENTS NOT SHOWN ON THE PLANS
  - n. IMPROVEMENTS FOR CUSTOM LOTS
  - o. OFF-SITE IMPROVEMENTS
  - p. SCHOOL DISTRICT FEES
  - q. ASSESSMENT DISTRICT FEES
  - r. PROFESSIONAL DESIGN FEES (CIVIL, STRUCTURAL, ARCHITECTURAL, ETC.)
  - s. MONITORING DURING CONSTRUCTION