

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. Allowable Credits

1.1 Fee Credits

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

1.2 Improvement Costs

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

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

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

1.3 Park Land Dedication

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

SECTION 2. Issuance of Credits

1.1 Credit Issuance Timing

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

SECTION 3. Construction of Improvements

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

SECTION 4. Inspection

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

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

SECTION 5. Limited City Obligation

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

SECTION 6. Acceptance of Improvements

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

SECTION 7. Conveyance of the Improvements

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

SECTION 8. Delivery of Plans and Specifications

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

SECTION 9. Liens, Claims, and Encumbrances

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

SECTION 10. No Third Party Beneficiary

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

SECTION 11. Warranty and Repair

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

Notice

City: City Engineer
Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035
Phone: 408-586-3240; Fax: 408-586-3056

[illegible]

Captions

Severability

Successors and Assigns/Reimbursements Personal to Developer

Governing Law; Venue

4816-8189-3659.2

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

SECTION 18. Indemnity

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

SECTION 19. Time of Essence

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

SECTION 20. Waiver

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

SECTION 21. Compliance with Laws

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

SECTION 22. Entire Agreement

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

SECTION 23. Counterparts

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

Remainder of Page Intentionally Left Blank

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

CITY OF MILPITAS:

DEVELOPER:

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

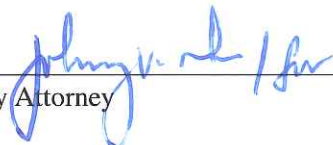
By: 
City Manager

Dated: 9/30, 2014

Attest:

By: 
City Clerk

Approved as to form:

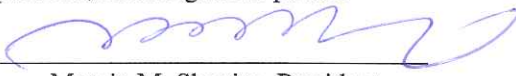
By: 
City Attorney

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

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

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

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

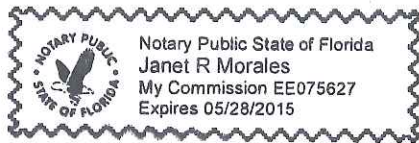
By: 
Marvin M. Shapiro, President

Date of Execution: 6/17, 2014

STATE OF FLORIDA
COUNTY OF ORANGE

I, Janet R. Morales, Notary Public, certify that Marvin M. Shapiro, President of AVANTI MANAGEMENT CORPORATION, a Florida corporation, being personally known to me to be Marvin M. Shapiro, personally came before me this day and acknowledged that he is the President of AVANTI MANAGEMENT CORPORATION, a Florida corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 17 day of June 2014.



Janet R Morales
Notary Public

EXHIBIT A.1- Improvements

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

EXHIBIT A.2- Improvements

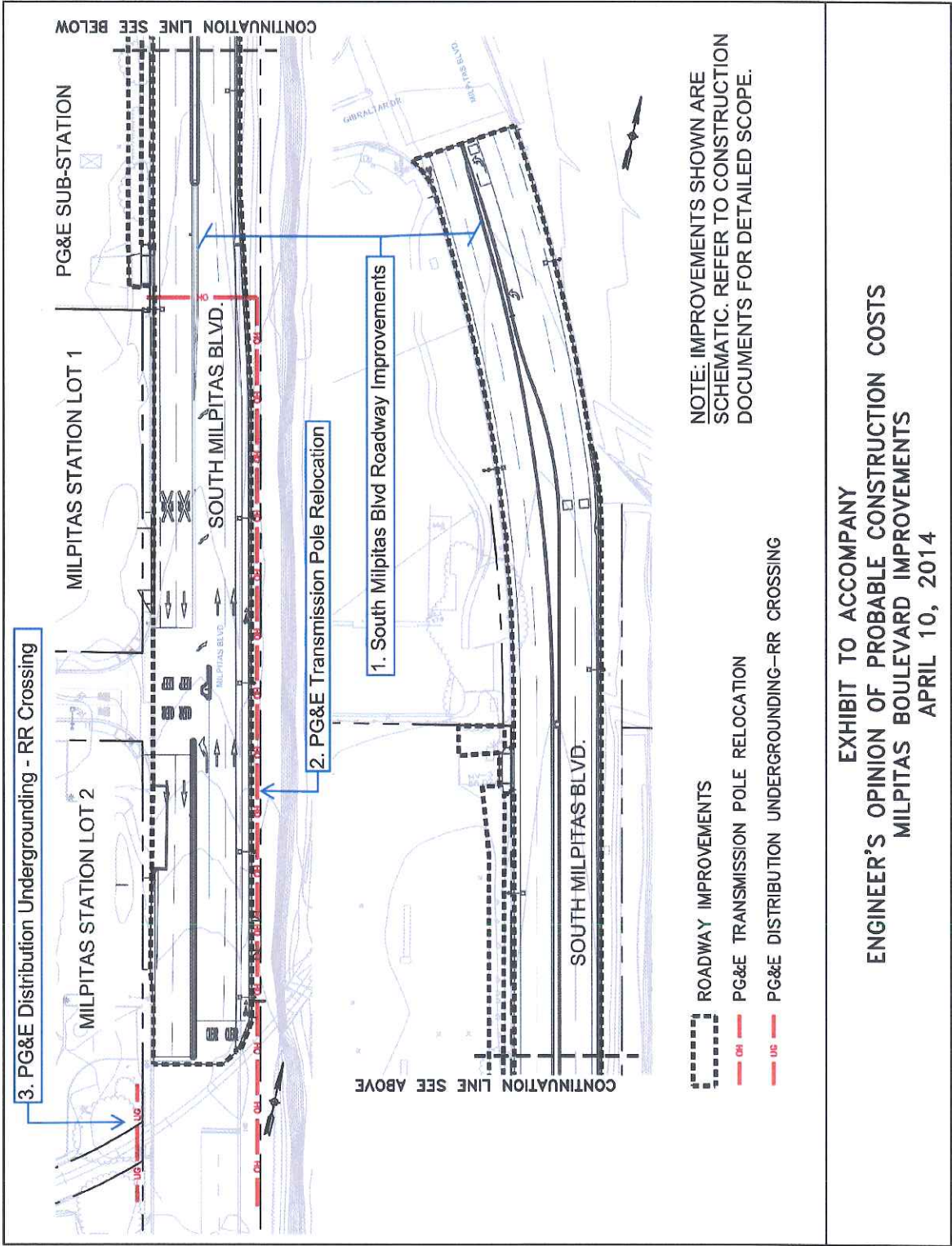


EXHIBIT B.1- Estimated Cost of Improvements



4/10/2014

REIMBURSEMENT AGREEMENT COST SUMMARY MILPITAS BOULEVARD IMPROVEMENTS

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

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

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

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

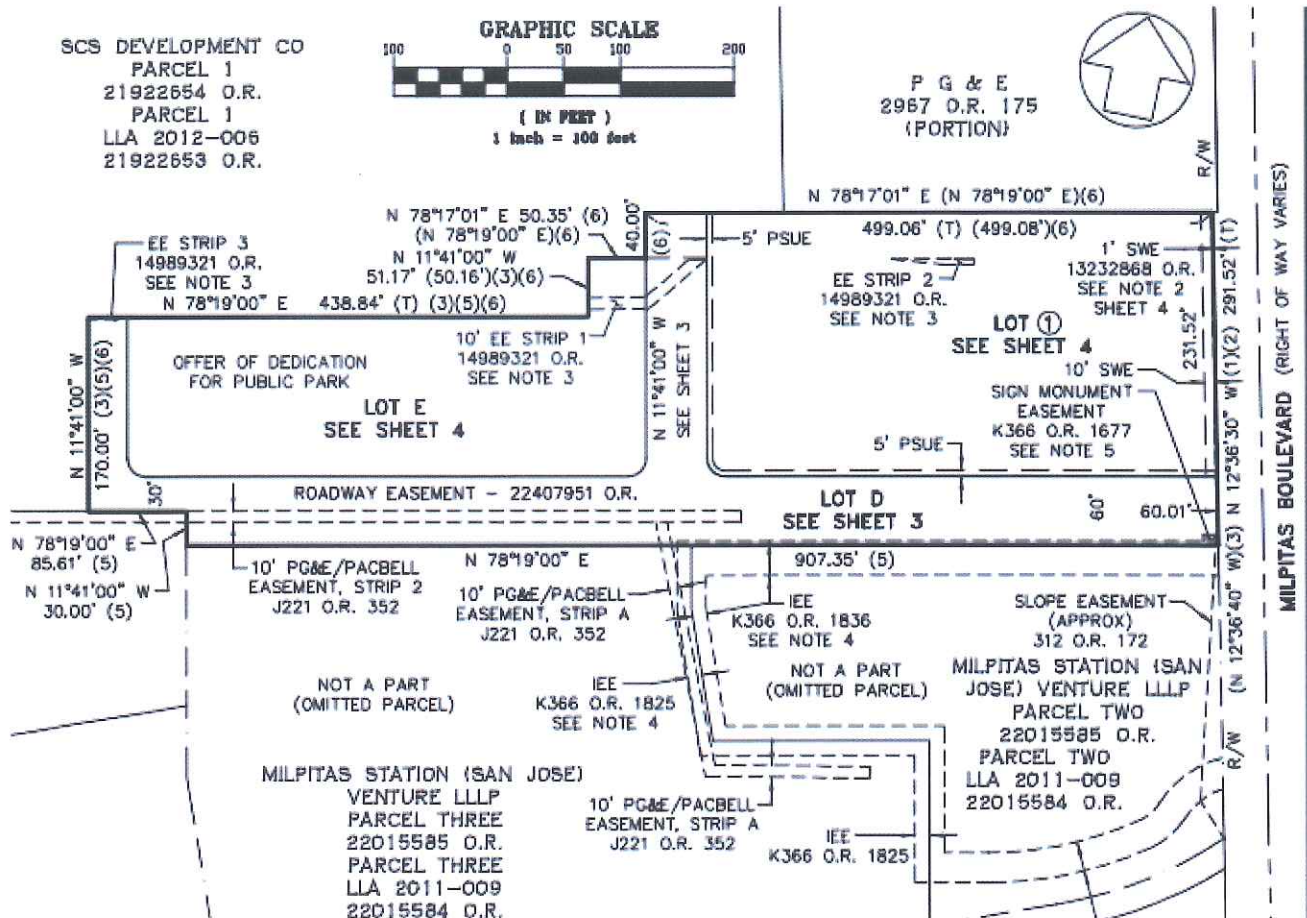
EXHIBIT B.2- Estimated Cost of Improvements

4/10/2014

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS MILPITAS BOULEVARD IMPROVEMENTS

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

EXHIBIT C- Park Land Dedication



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

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATED: MAY 2014 SCALE: AS NOTED



Engineering / Surveying / Planning

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

SHEET 3 OF 4
C-20068010-50