

SIGNATURE

DATE

SIGNATURE

DATE

To Our Valued Customers,

The following information is provided to you in compliance with Senate Bill No. 1148 and Assembly Bill No. 877 enacted by the California Legislature in September 1999 and October 2011 respectively. That legislation requires the following disclosure to our clients receiving copies of recorded documents:

“If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, ancestry, source of income as defined in subdivision (p) of Section 12955, genetic information, gender, gender identity, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision [c] of Section 12956.1 of the Government Code. Furthermore, such restrictions are deleted from this document to the extent such restrictions violate 42 U.S.C. 3604 [c].”

9473194

When Recorded Return To:

John Paul Hanna, Esq.
525 University Avenue, Suite 705
Palo Alto, California 94301

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Recorded at the request of
American Title Insurance Company

OCT 21 1987 8:00
A.M.

Laurie Kane, Recorder
Santa Clara County, Official Records

GRANT OF EASEMENTS AND DECLARATION OF RESTRICTIONS

K330 PAGE 2011

MARTIN A. KASIK, JR., SHARON K. KASIK, HELEN M. KASIK and KEVIN A. KASIK (individually and collectively the "Developer") own certain real property (the "Property") located in the City of Sunnyvale, County of Santa Clara, California, more particularly described in the subdivision map entitled "Tract No. 7996 Kerry Place" filed for record on May 15, 1987, in the Official Records of Santa Clara County, Book 574 of Maps, at pages 8 and 9 (the "Map"). This Grant of Easement and Declaration of Restrictions is recorded with reference to the following facts:

A. The Property consists of Lots 1 through 9 as shown on the Map (individually "Lot" and collectively "Lots").

B. Each of the Lots abuts Crawford Drive, a county maintained public street pursuant to an established public easement (the "Public Easement"). The City of Sunnyvale (the "City") anticipates that future development of the area may result in the abandonment of the Public Easement across Crawford Drive and the extension of the soundwall along the eastern border of Lot 1 across Crawford Drive to terminate vehicular access to Sunnyvale-Saratoga Road. Pursuant to certain statutory presumptions (California Civil Code §§831 and 1112) and absent a contrary intent as may be shown in the public records, it is presumed that the northern boundary line of each Lot extends to the center of Crawford Drive, subject to the Public Easement.

C. Developer desires to establish reciprocal ingress and egress private easements over that portion of each Lot from its northern boundary as shown on the Map to the center of Crawford Drive as shown on Exhibit "A" attached hereto and incorporated herein (the "Easement Area") so that if the Public Easement is abandoned in the future, the private easement shall be in full force and effect. The easements shall be for vehicular and pedestrian ingress and egress for maintenance and repair of the street improvements installed thereon and for installation, maintenance and repair of the sound wall extension from the northern boundary of Lot 1 as shown on the Map to the center of Crawford Drive (the "Sound Wall Extension").

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PALO ALTO, CALIFORNIA 94301
00702/87

D. In addition, Developer desires to establish certain covenants running with the land that will benefit and burden each Lot in order to ensure the continued maintenance and repair of the Easement Area and the Sound Wall Extension if the Public Easement is abandoned.

DEVELOPER GRANTS AND DECLARES AS FOLLOWS:

1. **Grant and Reservation of Easements:** Each Lot as the servient tenement is subject to an easement over that portion of the Lot occupied by the Easement Area and the Sound Wall Extension as shown in Exhibit "A" attached hereto in favor of each other Lot as the dominant tenement for vehicular and pedestrian ingress and egress and for the installation, repair, maintenance and replacement of the Sound Wall Extension, the street improvements and any utilities installed in the Easement Area, including, but not limited to, water, electrical, gas, telephone or other transmission lines and sewer, drainage or other facilities. No building, structure or improvement of any kind, except existing street improvements (including utilities) and any street improvements that may be installed by or at the direction of the Developer, the Sound Wall Extension and any landscaping required by the City shall be installed in the Easement Area. The foregoing easements automatically shall be effective and shall benefit and burden each Lot on the first date the Developer transfers title to a Lot to a third party, regardless of whether the instrument of transfer describes the easements. The easements shall be appurtenant to the Lot that it benefits or burdens and any transfer of the Lot shall include the easements regardless of whether the instrument of transfer described the easements. The easements granted hereunder shall be in perpetuity unless otherwise terminated as provided by law or as provided in sections 5 and 9.

2. **Maintenance:** If the Public Easement is abandoned by the City, from and after the effective date of the abandonment each Lot owner covenants, together with the owners of the other Lots, to take the necessary steps to maintain the Easement Area and all improvements thereon (not otherwise maintained by the City or a public or private utility company) in good condition and repair, including, but not limited to, the maintenance of the street in a condition that renders it fit and safe for vehicular and pedestrian use and periodic repainting of the Sound Wall Extension. Maintenance shall be performed when any three (3) Lot owners or any governmental entity with appropriate jurisdiction notifies all the Lot owners that such maintenance is necessary or advisable. If any three (3) or more Lot owners dispute the need to perform any particular maintenance or repair, the dispute shall be submitted to the American Arbitration Association or any successor organization for resolution in accordance with its

commercial rules. The decision of the arbitrator shall be conclusive and binding on all the owners. Each Lot shall pay an equal share of the cost of any maintenance, repair or replacement, and owners of each Lot covenant to promptly pay the Lot's share when due.

3. Breach or Default: If any Lot owner breaches any covenants described herein, including but not limited to a breach of the covenant to pay the Lot's share of maintenance, repair or replacement costs, the owner of any other Lot may bring an action in any court of appropriate jurisdiction for legal and/or equitable relief and, in addition to any relief ordered by the court, shall be entitled to recover costs, including reasonable attorney's fees, and if the breach is a failure to make any payments required herein, interest from the date such payment was due until the date the payment is made at the rate of twelve percent (12%) per annum (but not to exceed the maximum rate authorized by law).

If any Lot owner defaults in the making of any payments required herein for any reason, the nondefaulting owners immediately shall contribute the amount of the default so that no one Lot bears an unequal burden as a result of the default. Any owner may bring an action against any nondefaulting owner for the appropriate contribution and shall be entitled to recover costs, including reasonable attorney's fees. Any payments received from the defaulting owner, including interest, shall be distributed on a pro rata basis to the nondefaulting owners that covered the default.

4. City's Enforcement Rights: If the City of Sunnyvale (the "City") determines that the Easement Area or the Sound Wall Extension is not being maintained in good condition and repair and the owners fail to perform the necessary maintenance and repair within a reasonable time after demand is made by the City, the City may, but without obligation, take either of the following actions:

- a. Bring a legal action in any court of appropriate jurisdiction for a court order that would require the owners to perform the necessary maintenance and repair; or
- b. Perform the maintenance and repair and charge the owners for the costs incurred in connection therewith and, if necessary, bring an action in any court of appropriate jurisdiction for reimbursement of all such costs, including interest at the rate of twelve percent (12%) per annum (but not to exceed the maximum rate authorized under law) until paid in full.

In any action brought by the City, the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

Each owner acknowledges that the City shall be a third party beneficiary to this Agreement with the enforcement rights as described herein, but that the City has no

obligation to exercise any of its enforcement rights hereunder, nor any obligation to maintain or repair the Easement Area or any improvements located thereon.

5. **Term:** Unless otherwise terminated by the unanimous approval of the owners of each of the Parcels in the property and the approval of the City, this Declaration of Restrictions shall be effective for a term of fifty (50) years from the date this Declaration is recorded in the Official Records of Santa Clara County, after which the term automatically shall be extended for successive ten (10) year periods unless on or before the commencement of any successive ten (10) year period the majority of the then owners of the Lots with the approval of the City record in the Official Records of Santa Clara County a document terminating this Declaration of Restrictions. A termination of this Declaration of Restrictions shall not terminate the easements described in section 1.

Notwithstanding anything herein to the contrary, if the City has not abandoned the Public Easement on or before the tenth (10th) anniversary date of the recording of this document in the Official Records of Santa Clara County, the easements granted and reserved herein and the covenants that benefit and bind each Lot automatically shall terminate and be of no further force and effect, except as provided in section 10.

6. **Notice:** Any notice or demand permitted or acquired herein shall be conclusively presumed to be received by the owner of the Lot when personally delivered to the owner, or forty-eight (48) hours after the notice has been deposited in the United States mail, certified and return receipt requested, postage prepaid, and addressed either to that owner's Lot address or such other address that the owner has provided each other owner for purposes of receiving notice.

7. **Obligation of Owners:** If there are multiple owners of any one Lot, each owner shall be jointly and severally liable for the covenants contained herein. For purposes of any action that the Lot owners may take under sections 2 and 3, each Lot shall be entitled to one (1) vote despite the number of owners thereof. The vote by the owner of any Lot shall conclusively be presumed to be the vote of all of the owners of that Lot.

8. **Covenants Running with the Land:** Each covenant, condition and restriction described herein is a covenant running with the land and an equitable servitude that benefits or burdens each Lot and shall benefit or bind each successive owner thereto and shall be effective automatically on the date Developer transfers title to a Lot to a third party regardless of whether the instrument of transfer describes the covenants.

9. **Exclusion of Lots Abutting Public Street:** Notwithstanding anything herein to the contrary, if after the date of the abandonment of all or a portion of Crawford Drive any Lot described herein continues to abut a public street and continues to have direct vehicular access from the Lot to the abutting public street, that Lot shall not be subject to the covenants contained herein, including the covenant to pay an equal share of the cost of the repair and maintenance of the Easement Area, and the easements granted to that Lot or reserved over that Lot shall terminate and be of no force or effect.

10. **Storm Drainage System:** As shown in Exhibit "A," a storm drainage system has been installed on the Lots that includes laterals (the "Laterals") that extend from Lots 2 and 5 across Lots 3 and 4 respectively and from Lots 6 and 9 across Lots 7 and 8, respectively, to a collection point before disbursement into the system installed on Crawford Drive (the "Collection Point"). Lots 3 and 4 and Lots 7 and 8 are subject to easements as the servient tenements in favor of Lots 2 and 5 and 6 and 9, respectively, as the dominant tenements for the installation, maintenance, repair and replacement of the Laterals and Collection Point. No property shall be installed, including landscaping, or activity conducted on the servient tenements that could obstruct, damage or interfere with the operation of the Laterals and Collection Points. The owner of the Lot that uses the Lateral shall be responsible for the maintenance and repair of the Lateral and the owner of the Lots that use the Collection Point shall jointly be responsible for the repair and maintenance of the Collection Point. For example, the owner of Lot 2 shall maintain and repair the Lateral across Lot 3 and the owners of Lots 2, 3, 4 and 5 shall jointly maintain the Collection Point and the disbursement lateral into Crawford Drive. The cost for any joint maintenance shall be allocated equally among the lots responsible therefor, provided that if the cost is to correct any damage resulting from the negligent or willful act or omission of the owner or occupant of any lot, the owner of that lot shall bear the cost. Any disputes among the lot owners regarding maintenance and repair or the allocation of costs in connection therewith shall be submitted to binding arbitration with the American Arbitration Association, and the prevailing party shall be entitled to recover costs, including reasonable attorney's fees. Notwithstanding anything herein to the contrary, the easements and covenants described in this section 10 are in perpetuity unless otherwise terminated by operation of law, and shall survive the termination of this Grant of Easement and Declaration of Restrictions.

Dated: 10/6/87

Martin A. Kasik, Jr.
MARTIN A. KASIK, JR.

03/10/87

-5-

K330 PAGE 2016

Sharon K. Kasik
SHARON K. KASIK

Helen M. Kasik
HELEN M. KASIK

Kevin A. Kasik
KEVIN A. KASIK

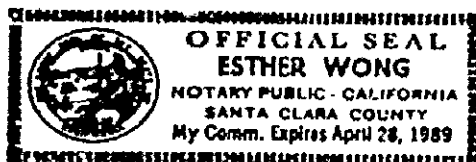
03/10/87

-6-

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 6th day of October, 1987, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Helen M. Kasik, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.



Esther Wong
Notary Public, State of California

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 6th day of October, 1987, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Sharon K. Kasik, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

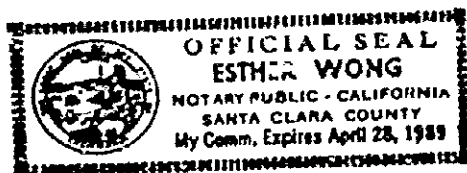


Esther Wong
Notary Public, State of California

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 14th day of October, 1987, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Martin A. Kasik, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

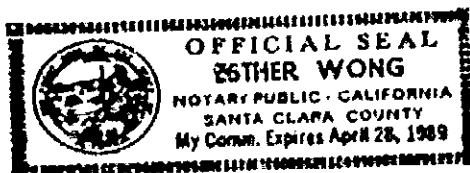


Esther Wong
Notary Public, State of California

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 14th day of October, 1987, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Kevin A. Kasik, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.



Esther Wong
Notary Public, State of California


SUNNYVALE - SARATOGA ROAD

ROAD

SOUND WALL EXTENSION

SOUND WALL

Photographic image may be
poor due to condition of
original document

 designates
EASEMENT AREA

MAN

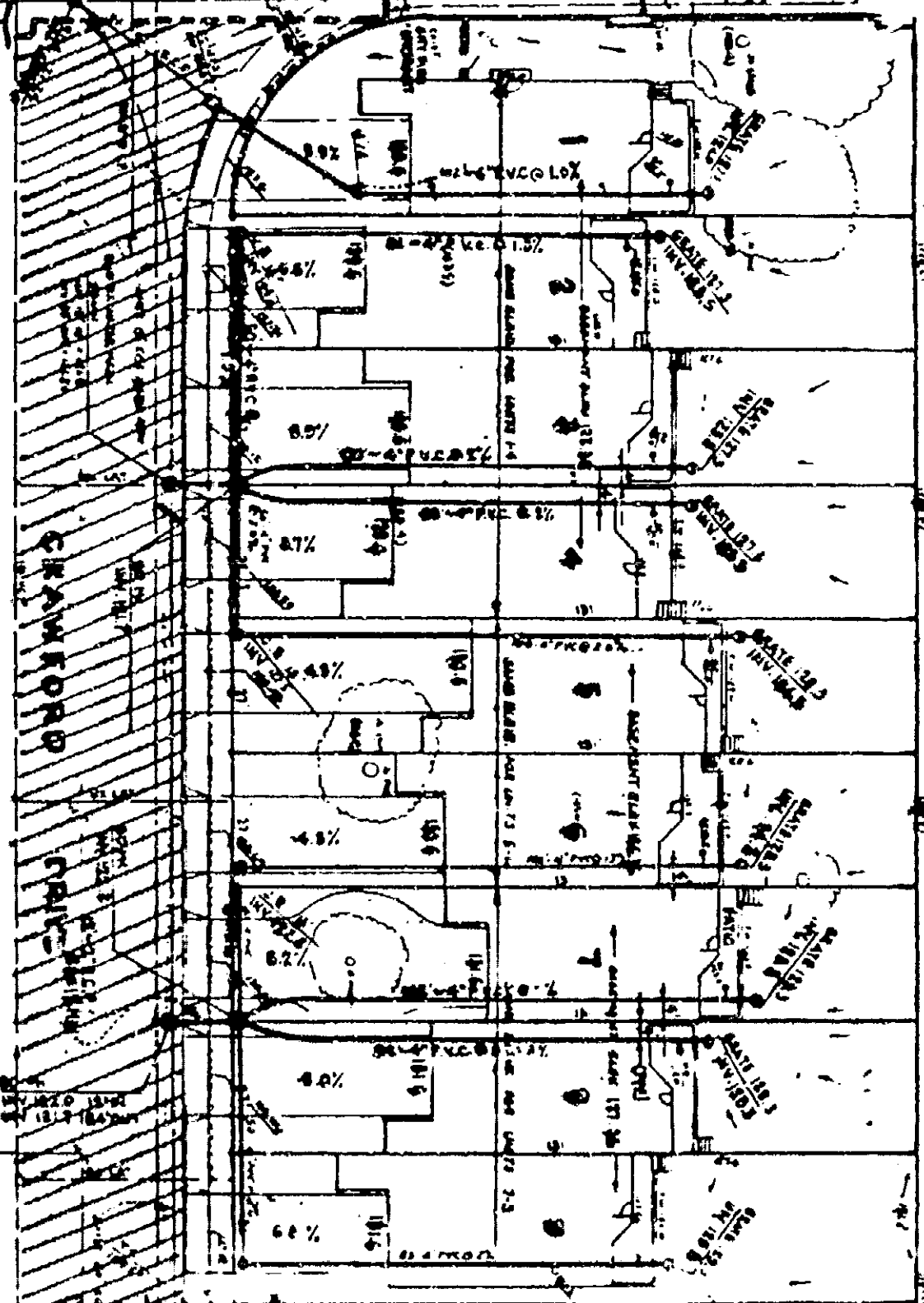


EXHIBIT A

K330 PAGE 2020

Plaza Bank of Commerce as beneficiary of the Deed of Trust dated April 13, 1987 and recorded May 22, 1987 in Book K160 Page 89, Series 9285001 hereby consents to the Grant of easement and restrictions to which this consent is attached.

Dated

10/16/87

Plaza Bank of Commerce

By: 

State of

California

County of

Santa Clara

ss.

On this the 16th day of October 19 87, before me,

Monica Lynn Judd

the undersigned Notary Public, personally appeared

David L. MacMillan



OFFICIAL SEAL
MONICA LYNN JUDD
Notary Public - California
SANTA CLARA COUNTY

My Comm. Exp. Nov. 3, 1989

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as

Assistant Vice President or on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Monica Lynn Judd

Notary's Signature

american title
insurance company

CORPORATE ACKNOWLEDGMENT FORM 7-20-85Z

NATIONAL NOTARY ASSOCIATION • 2012 Venture Blvd • Woodland Hills, CA 91364