

PC 3-24-2026

#2

Residential
Development

Written
Communications

From: [Piu Ghosh \(she/her\)](#)
To: [City of Cupertino Planning Commission](#)
Subject: Fwd: Support New Family Housing at 20807-20883 Stevens Creek Blvd!
Date: Friday, March 20, 2026 6:51:58 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Manager Piu Ghosh,

Dear Cupertino Planning Commissioners,

I am writing to strongly urge you to recommend approval for the proposed residential project at 20807-20883 Stevens Creek Boulevard. This development represents a rare and vital opportunity to create 122 for-sale townhomes in our city, providing the high-quality, family-sized housing that Cupertino desperately needs.

By building 100% three- and four-bedroom units and including a significant 20% on-site affordable component, this project ensures that both growing families and our local workforce have a path to homeownership. This is a smart, logical conversion of an underutilized commercial site that will actually benefit the surrounding neighborhood by reducing net daily traffic by 40%. Furthermore, the project team's commitment to preserving the historic pear trees and creating a new public linear park shows a clear dedication to enhancing our community's character and green space.

Cupertino must approve thoughtful infill projects like this to meet our housing goals and remain a welcoming city for families of all income levels. I respectfully ask that you vote yes and move this project forward to the City Council.

Jeffrey Herdman
jherdman123@gmail.com

San Jose, California 95129

From: [Cathy Helgerson](#)
To: [City of Cupertino Planning Commission](#); [Piu Ghosh \(she/her\)](#); [Kitty Moore](#); [Liang Chao](#); [J.R. Fruen](#); [Sheila Mohan](#); [R "Ray" Wang](#)
Subject: Public Hearing File# 26-14967 Housing Proposal
Date: Monday, March 23, 2026 6:58:05 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Addressing: The Cupertino Planning Commission & the Cupertino City Council
Planning Commissions Members: Tracy Kosolcharoen - Chair, Steven Scharf, Vice -Chair, David Fung, Seema Lindskog, Santosh Rao and Staff Liaison - Piu Ghosh and City Council Members - Kitty Moore, Mayor, Liang Chao, J.R. Fruen, Sheila Mohan and Ray Wang.

Regarding: Public Hearing File # 26-14967 - Meeting date: Tuesday -3/24/2026 at 6:45 PM.
Public Hearing Subject: Consider a Use Permit, Tentative Map, Architectural and Site Approval, and Site Approval, and Tree Removal Permit for the construction of a 122 -unit residential development, consisting of 66 small-lot single family homes and 56 townhomes located at the Stevens Creek Office Centersite, which includes a multi-tenant retail building (Voyager Coffee and Panera Bread). The Project utilizes Senate Bill 330 and provisions of State Density Bonus law, (Application No(s): U-2024-008, TM-2024-006, ASA-2024-011, TR-2024-003;

Applicant: Kevin Choy, Harvest Properties, Location: 20807, 20813, 20823 & 20883 Stevens Creek Blvd; APN: 326-32-050, 051, 052 and - 053.

From: Cathy Helgerson - Phone No: 408-253-0490 - Address: 20697 Dunbar Drive

The Planning Commission and the Cupertino City Council turn down this Use Permit. Senate Bill 330 and its extensions are performing havoc and widespread destruction on our city and the cities all over California. This bill needs to be brought back into the Senate for review by the Senate and the Legislature.

This project and the requested permit for this project will destroy and demolish the Voyager Coffee Shop, Panera Bread, Stevens Creek Office Center, Daycare Center and more needs to be disapproved and the public's disapproval needs to be seriously considered. Many of these stores, coffee shops and restaurants employ workers that continually lose their jobs to these developments. No considerations are ever considered for what this does to our loyal employees who need these jobs. This total injustice must end. What is replacing these stores, office center and daycare center nothing they are gone forever? Where will these new residents shop and enjoy the camaraderie of their fellow man. Oh and women. We need places to congregate.

The City of Cupertino has continually over decades lost many restaurants, retail stores of all kinds, department stores and there is a long list of what has taken place too long to mention here. One specifically just recently was the Stapes Store that many of us use for office supplies that has closed due to the build that will take place. There truly has been no effort to consider what the closures of these much needed commercial properties mean to the people of Cupertino. How can this continue? We must go long distances to buy our office supplies. The public is not asked to vote for these properties; the city has not considered a voting process of

mailing to our homes to vote for them or against them. Why has no voting system been implemented so that all citizens of Cupertino's votes can be recognised and so the vote can be counted for and against?

The Housing Crisis Act of 2019 is not to be taken lightly so they think and pass a bill like the Senate Bill 330 without even really working to understand how this really is going to affect our cities and communities. What will the traffic be like and how will the city handle the grid lock on our street and highways? I am gravely disappointed with those who make our laws on all levels but especially with the City Council in Cupertino who should be protecting the public from this Senate Bill. Instead it looks as if no one will oppose this bill. This is terribly wrong. They need to bring this bill back for review and have it voted upon by the public. A lawsuit if necessary should be started. The City of Cupertino and other cities should join together and issue such a suit.

The City of Cupertino is turning into a Mega Highrise Housing Community void of commercial properties that provide a service to the community. This is not what the citizens in Cupertino want. It is important that the public is included in the decision making of our city.

I ask that the City of Cupertino Planning take back their approval of this project and reconsider going forward with its approval to the City Council. Project Locations application No.(s) U-2024-008, TM2024-006, ASA-2024-001, & TR-2024-033. There is and could be the possibility of another site being selected and I propose this to the Planning Commission and to the City of Cupertino's City Council. The Library Field area next to City of Cupertino's City Hall and City Library is open and should be available for such a project and even more the building of a new City Hall and office building should be considered and looked at. It seems that in the past people in our City have opposed such a build but there was never a city vote taken by the people as a whole. The field has been used for a soccer field for kids and just a few people, coaches and parents opposed using the field for the City Hall build and so it sits there. The other citizens in Cupertino were not allowed to vote on this use of the field and I think this is very wrong. Note: The City of Cupertino has not retrofitted its City Hall and office building to fit the earthquake regulations seismic stability must be instigated to protect the public and the workers. This Library Field project, if implemented, would take care of this problem.

I am against this proposed project that will kill and destroy living trees and property. The cost of the demolition of the buildings and the dust and pollution that it would cause is money being wasted. Using the Library Field will be the better way to go. There is no doubt in my mind that this field will someday be used. How could it not be used? It needs to be used for a City Hall and City offices and so much more. The time is and should be now! Why not? Save our commercial and retail properties.

Please do not approve this build permit!

Thanks you,

Cathy Helgeson - 408-253-0490

From: [Witt Turner](#)
To: [Tracy Kosolcharoen](#); [Steven Scharf](#); [David Fung](#); [Seema Lindskog](#); [Santosh Rao](#); [City of Cupertino Planning Commission](#)
Cc: [Piu Ghosh \(she/her\)](#); [City of Cupertino Planning Dept.](#)
Subject: Formal Letter of Support - Harvest Properties | Housing Action Coalition
Date: Monday, March 23, 2026 4:48:26 PM
Attachments: [Stevens Creek Cupertino - HAC Letter of Endorsement.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Cupertino Planning Commission and Staff,

I am writing on behalf of the **Housing Action Coalition (HAC)** to formally present our letter of support for Harvest Properties' proposed residential redevelopment at 20807-20883 Stevens Creek Boulevard.

HAC is a statewide member-supported organization. We advocate for building more homes at all income levels to alleviate California's housing crisis which directly impacts Cupertino. This project transforms aging commercial buildings into 122 much-needed for-sale homes, addressing a critical gap in "missing middle" housing.

All proposed units feature three or four bedrooms, providing essential homeownership opportunities for local families. Furthermore, the development meets Cupertino's 20% inclusionary requirement by delivering 24 below-market-rate homes onsite.

The project is a logical infill strategy that aligns with the General Plan and utilizes state streamlining and density bonus laws. Beyond providing housing, it includes beneficial community features such as a central linear park and a projected 40% net decrease in trip generation compared to the current office use.

Our formal letter of support is attached. We respectfully urge the Planning Commission to support this project and allow it to move forward through the entitlement process.

Thank you for your consideration.

Sincerely,
Witt Turner
Housing Action Coalition

--

Witt Turner

He/Him/His

Office: (415)-300-0967

Cell: 510-421-9401

Advocacy and Operations Associate | Housing Action Coalition



555 Montgomery Street, San Francisco, CA 94111
housingactioncoalition.org

March 23, 2026

Cupertino Planning Commission
Cupertino City Hall
10300 Torre Avenue
Cupertino, CA 95014

Dear Members of the Planning Commission and Staff,

The Housing Action Coalition (HAC) is a member-supported nonprofit that advocates for creating more housing for residents of all income levels to help alleviate California's housing shortage, displacement, and affordability crisis.

The Housing Action Coalition is **pleased to endorse Harvest Properties' proposed residential redevelopment at 20807–20883 Stevens Creek Boulevard in Cupertino**. Following review by the HAC Project Review Committee, we find that the project represents a thoughtful conversion of aging commercial buildings into much-needed for-sale housing, aligned with Cupertino's General Plan and inclusionary housing requirements.

Land Use. The project will redevelop six one- and two-story commercial structures totaling approximately 117,500 square feet, including roughly 7,000 square feet of retail, into a 100% residential community. The site fronts Stevens Creek Boulevard, a commercial corridor, and Alves Drive, a single-family neighborhood. Transitioning this aging office site into housing is a logical infill strategy that responds to changing market conditions and community needs.

Density. The project proposes 122 for-sale homes, all consisting of three- and four-bedroom units. The net density of approximately 17.84 dwelling units per acre is within the base zoning allowance of 25 dwelling units per acre. Heights are generally around 40 feet from proposed grade, with certain homes requiring waivers due to Cupertino's measurement methodology. The project utilizes State Density Bonus Law, SB 330 streamlining, and AB 130.

Affordability. The development meets Cupertino's 20% inclusionary requirement, delivering 24 below-market-rate homes onsite. Of these, 12 units are at the Moderate AMI level (120%) and 12 at the Median AMI level (100%). By providing ownership opportunities for moderate- and median-income households in a city where entry-level homeownership is often out of reach, the project addresses a critical gap in missing middle housing supply.

Transportation and Parking. The project includes 244 covered resident parking spaces (two per unit) plus 27 guest spaces, consistent with State Density Bonus parking standards and below what would otherwise be required under Cupertino Municipal Code. Bicycle parking is provided within each garage, along with additional publicly available racks. A completed traffic study demonstrates a net decrease of approximately 40% in trip generation compared to the existing office use.

Urban Design and Open Space. The project incorporates a network of small paseos and a central linear park designed to foster neighborhood interaction and community life. The internal park includes seating areas, shade structures, lawn areas, and pedestrian pathways. Each unit includes a private deck, and select

homes include rooftop decks. Memorial Park and William Faria Elementary School are located within a half-mile of the site, further supporting livability for families.

Environmental Features. The project will meet California Building Code and Title 24 sustainability requirements, including rooftop solar installation and EV charging infrastructure. While not pursuing third-party certification, the development complies fully with current state and municipal environmental standards.

Community Engagement. Although not legally required to host outreach meetings, the project team conducted two in-person neighborhood meetings and engaged Planning Commissioners, City Councilmembers, and surrounding residents. In response to feedback, the project team preserved the pear trees along Stevens Creek Boulevard and evaluated retail retention before determining that preserving retail would require significant resubmission and delay.

Overall, this proposal converts underperforming commercial buildings into 122 new for-sale homes—including 24 affordable units—in a city facing severe housing constraints. We support this project and encourage the City of Cupertino to continue advancing it through the entitlement process.

Sincerely,



Corey Smith, *Executive Director*

From: [Shelby Maples](#)
To: [City Clerk](#)
Subject: Fw: Public Hearing File# 26-14967 Housing Proposal
Date: Tuesday, March 24, 2026 9:34:19 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Addressing: The Cupertino Planning Commission & the Cupertino City Council Planning Commissions Members: Tracy Kosolcharoen - Chair, Steven Scharf, Vice -Chair, David Fung, Seema Lindskog, Santosh Rao and Staff Liaison - Piu Ghosh and City Council Members - Kitty Moore, Mayor, Liang Chao, J.R. Fruen, Sheila Mohan and Ray Wang.

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property. The cost of the demolition of the buildings and the dust and pollution that it would cause is money being wasted. Using the Library Field will be the better way to go. There is no doubt in my mind that this field will someday be used. How could it not be used? It needs to be used for a City Hall and City offices and so much more. The time is and should be now! Why not? Save our commercial and retail properties.

Please do not approve this build permit!

Thanks you,

Cathy Helgeson - 408-253-0490



Shelby Maples

Senior Planner
Community Development
ShelbyM@cupertino.gov
(408)777-1333



From: [Jennifer Griffin](#)
To: [City of Cupertino Planning Commission](#)
Cc: grenna5000@yahoo.com
Subject: Loss of Retail at Panera/Voyager Coffee SB 330 Site
Date: Tuesday, March 24, 2026 9:59:32 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission:

(Please consider the following as public comment for Item 2 on the Planning Commission meeting On 3/24/26.)

The SB 330 Project of Voyager Coffee and Panera Bread is going to result in the loss of 110,000 square feet of prime, traditional Cupertino shopping space along Stevens Creek Blvd. The very popular Good Earth Restaurant was located on this site for many years. The loss of retail to the city is unfathomable.

There have now been seven of these SB 330 projects, all along Stevens Creek Blvd. The city is having Prime retail sites wiped out from West to East in the city. If each site contains 100,000 square feet Of retail that means the city is losing over 700,000 square feet of retail in just under one year, all along Stevens Creek Blvd.

The city requires retail to be included in developments along Stevens Creek Blvd., but yet none Of these projects provide retail. SB 330 is a rather lopsided, unwise housing law thrust upon the population Of the state of California without the public being able to weigh in or vote on. It is obvious now the law has some overwhelming problems and one of them is the destruction of Retail in our city. The law has caused so much loss of retail that it can truly be called the "Retail Crisis" bill.

I think it would be much better if this current project retained its nice active retail of popular Voyager Coffee and the very successful Panera Bread. We love the very nice shopping center on Scott and El Camino in Santa Clara where another Panera Bread is located. This shopping center is very successful and has multiple active restaurants and shopping opportunities. Why can't we have such Nice retail in Cupertino? We have the dining and shopping population.

I think all the SB 330 sites in Cupertino should retain retail. Really, SB 330 is short-changing our city. We are losing 700,000 square feet of prime retail and current tenants are in danger of being kicked Out or abandoned by the city.

Please make sure Voyager and Panera have homes in our city if their current locations are lost. We really do not want to lose anymore retail. We are becoming a bedroom community for Sunnyvale which has much active retail.

I think we need to have a Study Session on SB 330 and its impacts on Cupertino. What have other cities done about this burgeoning problem?

I am also concerned about the traffic complications of having one active SB 330 at Staples directly across The street (Stevens Creek Blvd.) from this new Voyager/Panera SB 330. Have the traffic patterns been studied? The traffic signal at Saich and Stevens Creek Blvd. is going to get clogged up and impassable.

I really think we need to think carefully about what the multitude of SB 330s are doing to our City and the overall burgeoning pattern of retail loss. Once retail is lost along the Stevens Creek

Blvd. Corridor of Cupertino, we the shoppers of Cupertino never get it back.

Thank you very much.

Best regards,

Jennifer Griffin

From: [James Lloyd](#)
To: [City of Cupertino Planning Commission](#); [Santosh Rao](#); [Tracy Kosolcharoen](#); [David Fung](#); [Seema Lindskog](#); [Steven Scharf](#)
Cc: [Piu Ghosh \(she/her\)](#); [City Attorney's Office](#); [Cupertino City Manager's Office](#); [City Clerk](#); [City of Cupertino Planning Dept.](#)
Subject: public comment re item 2 for tonight's Planning Commission meeting
Date: Tuesday, March 24, 2026 12:02:27 PM
Attachments: [Cupertino - 20807-20883 Stevens Creek Blvd - HAA Letter.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Cupertino Planning Commission,

The California Housing Defense Fund (“CalHDF”) submits the attached public comment re item 2 for tonight's Planning Commission meeting, the proposed 122-unit housing development project at 20807, 20813, 20823 & 20883 Stevens Creek Blvd, which includes 24 median- and moderate-income units.

Sincerely,

James M. Lloyd
Director of Planning and Investigations
California Housing Defense Fund
james@calhdf.org
CalHDF is grant & donation funded
Donate today - <https://calhdf.org/donate/>



Mar 24, 2026

**City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014**

**Re: Proposed Housing Development Project at 20807, 20813, 20823 & 20883
Stevens Creek Blvd**

**By email: planningcommission@cupertino.gov; srao@cupertino.org;
Tkosolcharoen@cupertino.gov; dfung@cupertino.gov; slindskog@cupertino.gov;
SScharf@cupertino.gov;**

**CC: piug@cupertino.gov; CityAttorney@cupertino.gov; CityManager@cupertino.gov;
CityClerk@Cupertino.gov; planning@cupertino.gov;**

Dear Cupertino Planning Commission,

The California Housing Defense Fund (“CalHDF”) submits this letter to remind the City of its obligation to abide by all relevant state laws when evaluating the proposed 122-unit housing development project at 20807, 20813, 20823 & 20883 Stevens Creek Blvd, which includes 24 median- and moderate-income units. These laws include the Housing Accountability Act (“HAA”), the Density Bonus Law (“DBL”), Housing Element Law, and AB 130.

The HAA provides the project legal protections. It requires approval of zoning and general plan compliant housing development projects unless findings can be made regarding specific, objective, written health and safety hazards. (Gov. Code, § 65589.5, subd. (j).) The HAA also bars cities from imposing conditions on the approval of such projects that would reduce the project’s density unless, again, such written findings are made. (*Ibid.*) As a development with at least two-thirds of its area devoted to residential uses, the project falls within the HAA’s ambit, and it complies with local zoning code and the City’s general plan. Increased density, concessions, and waivers that a project is entitled to under the DBL (Gov. Code, § 65915) do not render the project noncompliant with the zoning code or general plan, for purposes of the HAA (Gov. Code, § 65589.5, subd. (j)(3)). The HAA’s protections therefore apply, and the City may not reject the project except based on health and safety standards, as outlined above. Furthermore, if the City rejects the project or impairs its feasibility, it must conduct “a thorough analysis of the economic, social, and environmental effects of the action.” (*Id.* at subd. (b).)

**2201 Broadway, PH1, Oakland, CA 94612
www.calhdf.org**

Of note, the City has planned for housing development on the site by including it in its current Housing Element site inventory. Specifically, the City has planned for 51 units on the site including 21 lower-income units.

CalHDF also writes to emphasize that the DBL offers the proposed development certain protections. The City must respect these protections. In addition to granting the increase in residential units allowed by the DBL, the City must not deny the project the proposed waivers and concessions with respect to height, front setbacks, side setbacks, rear setbacks, building forms, roof plans, lot coverage, number of stories, minimum lot width, landscape easement, parking space size, tandem parking, parking setback, and affordable unit size. If the City wishes to deny requested waivers, Government Code section 65915, subdivision (e)(1) requires findings that the waivers would have a specific, adverse impact upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. If the City wishes to deny requested concessions, Government Code section 65915, subdivision (d)(1) requires findings that the concessions would not result in identifiable and actual cost reductions, that the concessions would have a specific, adverse impact on public health or safety, or that the concessions are contrary to state or federal law. The City, if it makes any such findings, bears the burden of proof. (Gov. Code, § 65915, subd. (d)(4).) Of note, the DBL specifically allows for a reduction in required accessory parking in addition to the allowable waivers and concessions. (*Id.* at subd. (p).) Additionally, the California Court of Appeal has ruled that when an applicant has requested one or more waivers and/or concessions pursuant to the DBL, the City “may not apply any development standard that would physically preclude construction of that project as designed, even if the building includes ‘amenities’ beyond the bare minimum of building components.” (*Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 775.)

Finally, the project is exempt from state environmental review pursuant to AB 130 (Pub. Res. Code, § 21080.66). Caselaw from the California Court of Appeal affirms that local governments err, and may be sued, when they improperly refuse to grant a project a CEQA exemption or streamlined CEQA review to which it is entitled. (*Hilltop Group, Inc. v. County of San Diego* (2024) 99 Cal.App.5th 890, 911.)

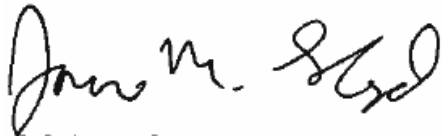
As you are well aware, California remains in the throes of a statewide crisis-level housing shortage. New housing such as this is a public benefit: it will increase the city’s tax base; it will bring new customers to local businesses; and it will reduce displacement of existing residents by reducing competition for existing housing. It will also help cut down on transportation-related greenhouse gas emissions by providing housing in denser, more urban areas, as opposed to farther-flung regions in the state (and out of state). While no one project will solve the statewide housing crisis, the proposed development is a step in the right direction. CalHDF urges the City to approve it, consistent with its obligations under state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,



Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

From: [Patrick Bumb](#)
To: [City of Cupertino Planning Commission](#)
Cc: [Blair Volckmann](#); [Kevin Choy](#)
Subject: 3.24.26 Planning Commission Hearing – 20807–20883 Stevens Creek Blvd.
Date: Tuesday, March 24, 2026 2:40:33 PM
Attachments: [Letter to Planning Commission 3.24.26.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

Please find the attached letter regarding the proposed 122-unit residential development at 20807–20883 Stevens Creek Boulevard in Cupertino. This letter is intended for discussion in connection with tonight’s Planning Commission hearing.

Sincerely,

Patrick Bumb
Vice President
Borelli Investment Company
2051 Junction Avenue, Suite 100
San Jose, CA 95131
Cell: (408) 499-9815
DRE# 01913911

BORELLI INVESTMENT COMPANY

2051 Junction Ave., Suite 100
San Jose, CA 95131
(408) 453-4700

March 24, 2026

Planning Commission
City of Cupertino
10350 Torre Avenue
Cupertino, CA 95014

Re: Proposed Redevelopment at 20807–20883 Stevens Creek Boulevard – Letter of Conditional Support

Dear Chair Kosolcharoen, Vice Chair Scharf, and Commission Members,

I am writing on behalf of our client, Saich Way, LLC, the owner of the adjacent commercial center located at 20803 Stevens Creek Boulevard and 10033–10095 Saich Way in Cupertino. Borelli Investment Company developed the retail buildings on this property and serves as the property manager for this center. We write to express our support for the proposed residential redevelopment of the Stevens Creek Retail Associates property at 20807–20883 Stevens Creek Boulevard, subject to the conditions described below being incorporated into the project's conditions of approval.

Background and History of Cooperation

In 2014, Saich Way Station, LLC (predecessor to our client) and Stevens Creek Retail Associates, LLC entered into a Reciprocal Easement Agreement recorded on February 27, 2015 as Document No. 22865836 in the official records of Santa Clara County. That agreement was executed in connection with City Council Resolution No. 13-048, which required the establishment of reciprocal driveway easements and an enclosure easement as conditions of the City's approval of the redevelopment of our client's property (the "First Parcel," APNs 326-32-041 and 326-32-042).

As part of that approval, both parties worked cooperatively to design a traffic circulation plan that would serve both parcels. The plan included shared driveway areas, curb cuts, fencing, landscaping, and a trash enclosure, all of which were constructed entirely at the sole cost and expense of Saich Way Station, LLC, including improvements located on or benefiting the Stevens Creek Retail Associates property (the "Second Parcel," APN 326-32-051). These improvements were a condition of our client's entitlements and are integral to the functioning and circulation of our client's retail center.

The Reciprocal Easement Agreement itself recognizes the interdependence of these improvements. Section 23 of the Agreement provides that the City of Cupertino is a third-party beneficiary and that the Agreement may not be amended or terminated without the prior written approval of the City Manager.

Verbal Agreement Between the Parties

We are pleased to report that representatives of Borelli Investment Company and Stevens Creek Retail Associates (Mr. Blair Volkman) have met and conferred regarding the proposed redevelopment. The parties have reached a verbal agreement on the conditions necessary to ensure that the project does not adversely impact the adjacent retail center. However, these agreements have not yet been reduced to writing and must be formally implemented through the project's conditions of approval to be enforceable.

Requested Conditions of Approval

We respectfully request that the following conditions be incorporated into any approval of the proposed project:

- 1. Amendment of the Reciprocal Easement Agreement.** The existing Reciprocal Easement Agreement (Document No. 22865836) must be formally amended to reflect the changed use and site conditions resulting from the redevelopment of the Second Parcel. Pursuant to Section 23 of the Agreement, any amendment requires the prior written approval of the City Manager. This amendment should be a condition of approval and completed prior to the issuance of building permits for the project.
- 2. Preservation of Existing Curb Cut, Fencing, and Landscaping.** The existing curb cut on the Stevens Creek Retail Associates property must remain in its current location, as it is essential to the circulation plan that was mutually agreed upon and approved by the City as part of our client's entitlements. All fencing and landscaping improvements along the shared property boundary must remain on the Stevens Creek Retail Associates (Volkman) side of the property line, as these were constructed at Saich Way Station's expense specifically to support the approved circulation plan. To the extent that Stevens Creek Retail Associates no longer wishes to maintain these improvements, the parties are amenable to a quitclaim and lot line adjustment that would transfer ownership and maintenance responsibility to our client, provided that the physical improvements remain in place. Additionally, the "First Parcel Driveway Easement" as reflected in Exhibit C of the existing Reciprocal Easement Agreement must be extinguished.
- 3. Abandonment of Trash Enclosure Easement Rights.** The Reciprocal Easement Agreement grants Stevens Creek Retail Associates an exclusive Enclosure Easement on our client's property for trash and refuse storage (Section 2 of the Agreement). As part of the redevelopment, Stevens Creek Retail Associates must formally abandon all rights under the Enclosure Easement and the associated Enclosure Access Easement (Section 3), and the amended Agreement must reflect this abandonment. The redeveloped project must provide its own on-site refuse storage facilities independent of our client's property.

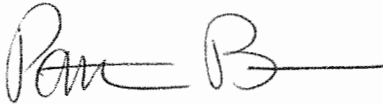
4. **Fencing Modifications.** Any modifications to fencing along or near the shared property boundary must be complementary to the character of the adjacent retail center. At no point shall any fences be relocated closer to our client's retail site than the existing fence locations. Any new or replacement fencing must be of comparable or better quality and must not adversely affect the appearance, security, or operation of our client's center.

Conclusion

Our client is supportive of the proposed residential redevelopment of the Stevens Creek Retail Associates property. The parties have demonstrated a history of productive cooperation dating back to 2014, and we believe the conditions outlined above represent a fair and reasonable framework that protects both properties. We respectfully request that these conditions be incorporated into the project's conditions of approval to ensure that the verbal agreements reached between the parties are given formal effect. We also reserve the right to evaluate any future conditions that may arise as part of the design and entitlement process that may impact our interest.

Thank you for your time and consideration. We are available to answer any questions the Commission may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Bumb", with a horizontal line extending to the right.

Patrick Bumb
Vice President
Borelli Investment Company
2051 Junction Avenue, Suite 100
San Jose, CA 95131
Office: (408) 560-1519

cc: Blair Volkman, Stevens Creek Retail Associates, LLC
c/o Harvest Properties
6425 Christie Avenue, Suite 220
Emeryville, CA 94608

From: [Shelby Maples](#)
To: [City Clerk](#)
Subject: Fw: Public Comment on Item 2: Stevens Creek Office Center Development Project
Date: Tuesday, March 24, 2026 3:24:24 PM

om: David Susman <stevenscreekoffice@gmail.com>
Date: March 24, 2026 at 3:18:39 PM PDT
To: "City of Cupertino Planning Dept." <planning@cupertino.gov>
Cc: Tracy Kosolcharoen <Tkosolcharoen@cupertino.gov>, Steven Scharf <SScharf@cupertino.gov>, David Fung <dfung@cupertino.gov>, Seema Linds kog <SLinds kog@cupertino.gov>, Santosh Rao <SRao@cupertino.gov>, "Piu Ghosh (she/her)" <PiuG@cupertino.gov>
Subject: Public Comment on Item 2: Stevens Creek Office Center Development Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Kosolcharoen, Vice-Chair Scharf, and the rest of the Cupertino Planning Commission:

I am writing to express my opposition to the proposed development at 20807-20883 Stevens Creek Boulevard. This project destroys essential community spaces, damages a vibrant small business, and leaves seniors and young people in Cupertino with hardly anywhere left to go.

Back in 2021-2022, the owners of Voyager Craft Coffee poured their time, energy, money, creativity, heart, and belief into a total renovation of the former Peet's Coffee space. What resulted was a fabulously successful small business where lines for coffee famously stretch out the door and sometimes around the building on weekends. The owners of Voyager thoughtfully created a huge outdoor patio for people to enjoy and connect -- and, in doing so, helped provide a vital third space for people in Cupertino to share a sense of community.

This proposed development project would wipe out Voyager's investment, do great harm to their small business -- a true South Bay success story that started with a single coffee cart -- and leave Cupertino without one of its signature spaces for people to come together. Voyager is exactly the kind of business Cupertino needs, and should be trying to attract, support, and sustain. This is not the type of business we want to eliminate!

While I am merely a customer of Voyager, I am not even certain that Voyager was ever contacted by anyone at the city about this project. They should be right in the middle of this discussion, not excluded from it while their livelihood -- and the place they've poured themselves into -- sits in danger of closing.

This isn't just about Voyager or Panera. It's about the seniors, students, and young people of Cupertino. Where else do groups of seniors have to meet for coffee in

the morning? Where do high school and De Anza students meet to study or work on group projects? Just do a quick search for meetups in Cupertino -- political activism groups, interest groups (whether it be knitting, startups, or book clubs), etc. all congregate at this location, especially at Panera. Not only is retail in Cupertino dying, but vital "third spaces" that support community are dying as well. This development project eliminates vital community space for people who can't easily invite others into their homes. In addition, it eliminates the natural connections and community that emerge when people come together in a central gathering place.

In this time where the prices of everything are skyrocketing, where housing is generally unaffordable to young people and seniors, where the future of Cupertino looks like a nearly silent wall of townhomes and a few scattered offices -- it's more important than ever to protect and provide spaces to gather, connect, and meet. I urge the Planning Commission and City Council not to participate in destroying one of the few places remaining where true community has the ability to take root.

Thank you for taking the time to hear my thoughts.

David Susman

From: [Patrick Bumb](#)
To: [City of Cupertino Planning Commission](#)
Cc: [C. Jang](#); [Crystal Jang](#); [Patrick Bumb](#)
Subject: 3.24.26 Planning Commission Hearing – 20807–20883 Stevens Creek Blvd.
Date: Tuesday, March 24, 2026 5:54:01 PM
Attachments: [Easement Agreement.pdf](#)
[Letter to Planning Commission 3.24.26 \(1\).pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

On behalf of our client, Saich Way LLC, we respectfully request that the Commission continue the hearing scheduled for this evening to a future date. This will allow the parties additional time to coordinate and address outstanding issues in a thoughtful and productive manner.

Our client was made aware of the proposed development within the past 48 hours and has not had sufficient time to fully evaluate the potential impacts. Given the shared infrastructure and interrelated considerations between the properties, additional time is warranted to ensure a well-coordinated outcome.

Additionally, the existing Reciprocal Easement Agreement (attached) reflects extensive coordination between the parties and the City, particularly with respect to traffic circulation and shared site improvements. The requirement for City Manager approval under Section 23 further underscores that these matters extend beyond a private agreement and are integral to the City's original project approvals. Accordingly, we respectfully request that the considerations outlined in the attached "Letter to Planning Commission_3.24.26" be carefully evaluated and incorporated into any project conditions of approval.

Sincerely,

Patrick Bumb
Vice President
Borelli Investment Company
2051 Junction Avenue, Suite 100
San Jose, CA 95131
Office: (408) 560-1519
DRE# 01913911

From: Patrick Bumb <patrick@borelli.com>
Sent: Tuesday, March 24, 2026 2:39 PM
To: planningcommission@cupertino.gov <planningcommission@cupertino.gov>
Cc: Blair Volckmann <bvolckmann@harvestproperties.com>; Kevin Choy <kchoy@harvestproperties.com>
Subject: 3.24.26 Planning Commission Hearing – 20807–20883 Stevens Creek Blvd.

To Whom It May Concern,

Please find the attached letter regarding the proposed 122-unit residential development at 20807–

20883 Stevens Creek Boulevard in Cupertino. This letter is intended for discussion in connection with tonight's Planning Commission hearing.

Sincerely,

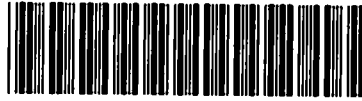
Patrick Bumb
Vice President
Borelli Investment Company
2051 Junction Avenue, Suite 100
San Jose, CA 95131
Cell: (408) 499-9815
DRE# 01913911

RECORDING REQUESTED BY:
Chicago Title Company
Order No.: FWPS-2982140493

When Recorded Mail Document To:
Saich Way Station LLC
c/o Mark S. Carlquist Esq.
985 University Ave
Los Gatos, CA 95032

DOCUMENT: 22865836

Pages: 24



Fees	94.00
Taxes	
Copies	
AMT PAID	94.00

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Chicago Title

RDE # 001
2/27/2015
8:00 AM

APN/Parcel ID(s): 326-32-051

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL EASEMENT AGREEMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

Recorded at the Request of and
When Recorded Mail to:

Saich Way Station, LLC
c/o Mark S. Carlquist Esq.
985 University Ave
Los Gatos, CA 95032

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of July 10, 2014 by and between Saich Way Station, LLC, a California limited liability company ("First Parcel Owner") and Stevens Creek Retail Associates, LLC, a California limited liability company ("Second Parcel Owner").

Recitals

A. First Parcel Owner is the fee simple owner of that certain real property located in the City of Cupertino, County of Santa Clara, California, consisting of Assessor Parcel Numbers 326-32-041 and 326-32-042 and more fully described on Exhibit A attached to this Agreement (referred to herein collectively, as the "First Parcel").

B. Second Parcel Owner is the fee simple owner of that certain real property located in the City of Cupertino, County of Santa Clara, California, consisting of Assessor Parcel Number 326-32-051 and more fully described on Exhibit B to this Agreement (referred to herein as the "Second Parcel").

C. The term "Owners" refers to the person or persons holding fee title to all or any portion of the First Parcel and Second Parcel, respectively, and their respective successors and assigns. The term "Parcels" refers to the First Parcel and Second Parcel, collectively.

D. The First Parcel is situated adjacent to the Second Parcel. First Parcel Owner desires to redevelop the First Parcel for retail uses. As part of the First Parcel redevelopment, First Parcel Owner seeks to share certain driveway and walkway areas for common use of the Owners and occupants of the buildings on the Parcels.

E. In return for granting First Parcel Owner certain access rights, Second Parcel Owner requires access to certain driveway and walkway areas and to locate certain trash enclosures on the First Parcel.

F. Owners desire to create and establish non-exclusive appurtenant Driveway Easements (as defined below) over and across the driveways and walkways and other paved areas to be located within portions of the Parcels as described and depicted on Exhibit C

attached hereto for the mutual use and benefit of the Owners of the Parcels and their Permittees (as defined in Section 7).

G. The term "Driveway Areas" refers to the areas of the Driveway Easements (as defined below), and the Enclosure Access Easement (as defined below). The improvements to be constructed within the Driveway Areas ("Driveway Improvements") are to be constructed by First Parcel Owner at its sole cost and expense.

H. Owners also desire to create an exclusive Enclosure Easement (defined below) benefitting the Second Parcel and burdening the First Parcel. The Enclosure Easement is for the sole purpose of trash and refuse storage serving the Second Parcel. The First Parcel Owner shall be responsible for construction and installation of the improvements to be constructed in the Enclosure Easement Area (the "Enclosure Improvements").

I. The City of Cupertino ("City"), by City Council Resolution No. 13-048, has required the granting of the Driveway Easements and the Enclosure Access Easement as conditions to its approval of First Parcel Owner's proposed redevelopment of the First Parcel. As a condition of the development of the Second Parcel, City required the recordation against the Second Parcel of that certain Covenant for Easement Agreement to Grant Future Reciprocal Ingress/Egress Easement ("Covenant for Easement"), recorded as Document 18306286 in the official records of the Santa Clara County Office of the Recorder. This Agreement satisfies the obligations arising out of Conditions 18 and 30 of City Council Resolution No. 13-048 and the Covenant for Easement with respect to any required access easements as between the Parcels.

J. This Agreement shall become effective on the date that this Agreement is recorded in the offices of the Santa Clara County Recorder (the "Effective Date").

THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

1. Driveway Easement.

a. Driveway Easement Benefitting First Parcel Owner. Second Parcel Owner hereby establishes, grants and reserves non-exclusive easements for pedestrian and motor vehicle ingress and egress over and across the Driveways Areas located on the Second Parcel as described and depicted in Exhibit C (the "Second Parcel Driveway Easement"), as the same may be modified, reconfigured or relocated from time to time as set forth in Section 8, for the use and benefit of the First Parcel Owner and its Permittees.

b. Driveway Easement Benefitting Second Parcel Owner. First Parcel Owner hereby establishes, grants and reserves non-exclusive easements for pedestrian and motor vehicle ingress and egress over and across the Driveways Areas located on the First Parcel as described and depicted in Exhibit C (the "First Parcel Driveway Easement"), as the same may be modified, reconfigured or relocated from time to time as set forth in Section 8, for the use and benefit of the Second Parcel Owner and its Permittees.

c. Driveway Easements. The Second Parcel Driveway Easement and First

Parcel Driveway Easement are collectively referred to as the “Driveway Easements.”

2. Enclosure Easement. First Parcel Owner hereby grants to Second Parcel Owner an exclusive easement located on the First Parcel, described and depicted as “Enclosure Easement” on Exhibit C (the “Enclosure Area”), for the sole purpose of trash/garbage storage incident to the business activities of the Second Parcel Owner and its Permittees (the “Enclosure Easement”).

3. Access Easement to Enclosure Area. First Parcel Owner hereby grants to Second Parcel Owner a nonexclusive easement for the purpose of ingress and egress upon, over, across and through that portion of First Parcel, as reasonably necessary to access the Enclosure Area (“Enclosure Access Easement”).

4. Easements Appurtenant. The Driveway Easements, Enclosure Easement, and Enclosure Access Easement are appurtenant to each of the Parcels, and none of these easements can be transferred, assigned, or encumbered except as an appurtenance to such Parcel. The rights and obligations granted and imposed hereunder shall run with the land of each of the benefitted and burdened Parcels as the dominant and servient estate, and shall inure to the benefit of and be binding upon the successors in ownership of each such Parcel.

5. Duration of Easements. The Driveway Easements and Enclosure Easement shall run with the land in perpetuity.

6. Use of Easements

a. Driveway Easements. No Owner may authorize or permit any third party to use the Driveway Easements other than its Permittees. The Driveway Easements shall be used solely for the purpose of ingress and egress by vehicular and pedestrian traffic and in a manner consistent with the retail, commercial and/or future residential use of the Parcels and in compliance with all Laws, as hereinafter defined. “Laws” shall mean any statute, constitution, ordinance, resolution, regulation, rule, administrative order or requirement of any municipal, county, state, federal or other governmental agency or authority having jurisdiction over the Parcels in effect as of the Effective Date or which thereafter be enacted, adopted, amended or modified. Each Owner’s access rights over the Driveway Easements shall accrue and become effective only upon the substantial completion of the Driveway Improvements within the applicable portion of the Driveway Areas and the Enclosure Improvements. The right to use the Driveway Easements herein provided does not include any right to park motor vehicles within the Driveway Easements or Driveway Areas in such a manner that would materially hinder ingress and/or egress between the Parcels and a public road.

b. Enclosure Easement and Enclosure Access Easement. No Owner may authorize or permit any third party to use the Enclosure Easement and Enclosure Access Easement other than its Permittees. Such easements shall further be used in compliance with all Laws. The Second Parcel Owner’s right to use the Enclosure Easement and Enclosure Access Easement shall accrue upon the substantial completion of the Driveway Improvements. If First Parcel Owner fails to substantially complete the Enclosure Improvements prior to or concurrent

with the substantial completion of the Driveway Improvements, Second Parcel Owner shall be entitled to construct the Enclosure Improvements and secure reimbursement of all costs (plus penalties) as set forth in Section 9d. First Parcel Owner's rights to the Second Parcel Easement shall not accrue until the Enclosure Improvements have been substantially completed, or if Second Parcel Owner is required to construct such Driveway Improvements, until Second Parcel Owner's costs in constructing such Driveway Improvements have been paid in full by First Parcel Owner.

7. **Permittees.** The term "Permittees" as to the Owner of any Parcel means the tenants and/or other occupants of such Owner's Parcel and their respective employees, customers, contractors, service providers and other invitees authorized by such Owner to use the easements set forth in this Agreement.

8. Rights to Modify; Temporary Closure; Force Majeure.

a. **Modifications.** Notwithstanding the provisions above to the contrary, the Driveway Easements shall be subject to the rights of the respective Owners to modify, alter, relocate and/or change the size and/or extent of the portion or portions of such Owner's Parcel subject to the Driveway Easements in accordance with good business practices and good faith; provided that substantially similar and convenient access shall be maintained at all times between the Parcels and the public streets adjacent to the Parcels through either Stevens Creek Boulevard or Saich Way as applicable. In the event the First Parcel Owner wishes to modify or relocate the Enclosure Easement, such modification or relocation shall be subject to the consent of the Second Parcel Owner which shall not be unreasonably withheld provided that the modification or new easement area continues to provide substantially similar and convenient access for trash/garbage storage. Each Owner shall cooperate with the requesting Owner in taking all steps necessary or appropriate to accomplish the modification of the easements as provided herein, including without limitation, the amendment of this Agreement to substitute the description of the easement areas as applicable. The requesting Owner shall pay all filing and recording costs necessary to effectuate such change and any costs of removing or reconstructing any Driveway, Enclosure or easement areas. Any modifications to the area or location of the Driveway Easements or the Enclosure Easement pursuant to this Section 8 shall be subject to the City's prior written approval, as further provided in Section 23 below.

b. **Temporary Closure.** Portions of each Parcel from time to time subject to the access rights granted by this Agreement may be temporarily closed for the purpose of construction and/or repairs and to the extent necessary to prevent claims of prescriptive or other adverse rights to use such areas, provided that (i) the Owner effecting such temporary closure has used commercially reasonable efforts to avoid such temporary closure and to minimize the duration and disruption caused by such temporary closure, and (ii) such Owner has provided reasonable prior notice of such temporary closure to the other Owner(s) specifying the work to be done, if applicable, the schedule for such temporary closure and the alternative access, if available, during such temporary closure.

c. **Force Majeure.** Notwithstanding the provisions above to the contrary, the easements granted herein may be temporarily closed due to acts of God, war, riot, civil

insurrection, governmental regulations or controls, or other similar matters or causes, in all cases that could not be reasonably anticipated by and are beyond the reasonable control of the respective Owner (“Force Majeure”); provided, however, that Force Majeure does not include the performance of any act rendered difficult solely because of the financial condition of such Owner. In connection with any closure due to Force Majeure, (i) the Owner effectuating such temporary closure must use commercially reasonable efforts to avoid such temporary closure and minimize the duration and disruption caused by such temporary closure, and (ii) such Owner must, as soon as reasonably practicable, provide notice of such temporary closure to the other Owner(s) specifying the event of Force Majeure, the estimated duration of the closure and identify an alternative access route to a public street if such access is reasonably available.

9. Maintenance.

a. Driveway Easements Maintenance Responsibility. Each Owner shall, at its own expense and without reimbursement from the other Owner (except as specifically provided below), cause the Driveway Easements located on its Parcel to be maintained at all times in a safe, good and clean condition and repair, substantially in accordance with the standards for similar projects in the City of Cupertino, and in a manner that shall be safe for vehicular and pedestrian use, including reasonable removal of litter.

b. Maintenance of Enclosure Area. Second Parcel Owner shall, at Second Parcel Owner’s sole expense, maintain the Enclosure Area (including trash container within the Enclosure Area) in good condition and repair. The trash container within the Enclosure Area shall be located so as to not be visible to tenants, customers or other occupants of the First Parcel and so as to not create or permit offensive odors, health or fire hazards. Second Parcel Owner and its Permittee(s) shall store all trash and garbage within the trash container located within the Enclosure Area only and arrange for the prompt and regular removal of the trash and garbage. Second Parcel Owner shall pay all of the costs of the refuse service provider for the trash and garbage stored within the Enclosure Area. If the Enclosure Area is located directly adjacent to, or is otherwise integrated with, the First Parcel Owner’s trash enclosure area, Second Parcel Owner shall only be responsible for the maintenance of its portion of the Enclosure Area and First Parcel Owner shall have the same maintenance responsibilities for its portion of the Enclosure Area.

c. Repair Following Maintenance and Notice of Maintenance Work. Upon the completion of any maintenance work required hereunder, the Owner undertaking any such maintenance required by this Section 9 (“Maintaining Owner”) will repair at its own cost any and all damage caused by such Maintaining Owner’s maintenance work and will restore the affected portion of any Parcel (including the Parcel upon which such work is performed) to a condition which is equal to or better than the condition which existed prior to the beginning of such work. Except in cases of emergency (in which event concurrent notice or no notice appropriate under the circumstances will be all that is required), all such work which causes disruption or inconvenience to any other Owner or Permittees (including the Parcel on which the work is being accomplished) will be undertaken only after giving the other Owner fifteen (15) days prior written notice of the work to be undertaken, which such notice shall identify the scope and nature of the work, the duration of the work and the area in which the work is to be

performed. The party undertaking the work shall use commercially reasonable best efforts to complete the work as soon as reasonably possible and minimize any interference with the use of the easements granted herein.

d. Failure to Maintain. If any Maintaining Owner fails to maintain the improvements and easement areas it is obligated to maintain pursuant to this Agreement in good condition and repair, reasonable wear and tear excepted, the other Owner (“Non-Maintaining Owner”) may notify the Maintaining Owner of the need for repair and/or maintenance, which notice shall contain an itemized description of the required repair and/or maintenance (the “Repair Demand”).

i. If the Maintaining Owner disputes any information in the Repair Demand, the dispute shall be resolved in accordance with the procedures described in Section 16 (Resolution Notice).

ii. If the Maintaining Owner does not dispute the Repair Demand, or following resolution of the Repair Demand as set forth in subsection 9.d.i above, the Maintaining Owner shall within thirty (30) days cure the maintenance deficiency as identified in the Repair Demand or if such maintenance deficiency is of a kind that cannot reasonably be cured within thirty (30) days, the Maintaining Owner shall commence to cure such maintenance deficiency and diligently thereafter prosecute such cure to completion.

iii. If the Maintaining Owner fails to take appropriate action to cure or commence to cure the maintenance deficiency described in the Repair Demand within a thirty (30) day period, or fails to notify the Non-Maintaining Owner in writing that it disputes the need for repair and/or maintenance within ten (10) business days of receipt of the Repair Demand, the Non-Maintaining Owner may have the appropriate repair and/or maintenance work performed and the Maintaining Owner shall be presumed to have consented to the work. The Maintaining Owner shall reimburse the Non-Maintaining Owner for cost of such work within ten (10) business days after receipt of written demand together with reasonable evidence of the costs paid to complete such work. Subject to the right of the Maintaining Owner to dispute the amount of such costs, if the Maintaining Owner fails to tender the payment within ten (10) business days after the receipt of the written demand, the Non-Maintaining Owner shall be entitled to recover the reasonable cost of collection, including reasonable attorneys’ fees, a late charge equal to five percent (5%) of the delinquent payment and interest on the delinquent payment at ten percent (10%) per annum or the maximum rate authorized by law, whichever is greater. The Non-Maintaining Party may bring an action in any court of competent jurisdiction to collect the amount due.

e. Damage Responsibilities. Notwithstanding anything herein to the contrary, if either Owner or the Permittees of that Owner negligently damages any Driveway, Enclosure or the respective Easement Areas as set forth herein (“Easement Improvements”), to the extent that such damage is not insured against any policy or insurance maintained by any party, the responsible Owner shall pay all costs to repair or replace the damaged Easement Improvements. To the extent any damage to the Easement Improvements is covered by any insurance policy maintained by any Owner, such Owner waives all claims against the other Owner and their Permittees for such damage to property, including subrogation rights, as set

forth in Section 12.

f. Indemnity and Liens. The Maintaining Owner undertaking such maintenance work will pay all costs and expenses associated therewith and will indemnify, protect, defend and hold harmless all other Owner(s) and Permittees from all liabilities, damages, losses, costs, expenses or claims arising out of, in connection with or attributable to such Owner's performance of such maintenance work as provided in Section 10 of this Agreement. If any lien arises because of the Maintaining Owner's maintenance work, the Maintaining Owner immediately shall take all appropriate steps to remove the lien, including, if necessary the immediate posting of appropriate collateral or bond to remove the lien.

10. Indemnification. Each Owner ("Indemnifying Party") hereby indemnifies, holds harmless and defends the other Owner ("Indemnified Party(ies)") from and against all claims, damages, liens (including mechanics liens but excluding any lien rights any party may have under this Agreement or by judgment or order), costs, expenses (including, without limitation, reasonable attorney's fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Parcels, caused by (i) any act or omission of the Indemnifying Party and its Permittees in connection with the use of the easements granted to the Indemnifying Party hereunder, (ii) the active or passive negligence or willful misconduct of the Indemnifying Party and its Permittees, (iii) the use, transport, storage, release or disposal of any Hazardous Materials by the Indemnifying Party or its Permittees; and/or (iv) any breach of the Indemnifying Party's obligations under this Agreement; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party or its Permittees. The parties' obligations with respect to indemnification hereunder will remain effective, notwithstanding the expiration or termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.

11. Liability Insurance Coverage and Limits for Owners. Each Owner agrees to maintain, and/or cause to be maintained, at no cost to the other Owners, commercial general liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Parcels and the ways immediately adjoining the Parcels, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Three Million Dollars (\$3,000,000.00) for total claims for any one occurrence.

12. Waiver of Certain Rights. With respect to any loss or damage that may occur to the Driveway Areas and the Enclosure Area (or any improvements thereon) or the respective property of the Owners therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Owners, their agents, servants or employees, the Owner suffering such loss hereby releases the other Owner from all claims with respect to such loss; and the Owners each agree that their respective insurance companies will have no right of subrogation against the other Owner on account of any such loss, and each Owner will procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all

rights of subrogation against the other Owner which the insurers might otherwise have under such policies.

13. Estoppel Certificates. Each Owner hereby covenants that within ten (10) business days after written request of any other Owner, it will issue to such other Owner or to any prospective mortgagee or purchaser of such Owner's Parcel an estoppel certificate stating: (a) whether the Owner to whom the request has been directed has actual knowledge of any default under this Agreement and if there are known defaults specifying the nature thereof; (b) whether, to such Owner's actual knowledge, this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof); and (c) whether, to such Owner's actual knowledge, this Agreement as of that date is in full force and effect.

14. Notices. All notices, demands, or other communications of any type given, or required to be given, pursuant to this Agreement shall be in writing and shall be delivered in person with a receipt requested therefor, sent by postage prepaid certified or registered mail, return receipt requested, or sent by a recognized overnight service for next day delivery to the Owner to whom the notice is directed at the addresses that follows:

To First Parcel Owner:

Saich Way Station, LLC
c/o Borelli Investment Company
2051 Junction Ave., #100
San Jose, CA 95131
Attn: Tom Purtell

To Second Parcel Owner:

Stevens Creek Retail Associates
c/o Harvest Properties
6425 Christie Avenue, Suite 220
Emeryville, CA 94608
Attn: Blair Volkman

Notices and demands will be deemed effective upon receipt. The person and place to which notices are to be given may be changed by written notice to the other Owner.

15. Resolution Notice. If any dispute arises between the Owners regarding the rights or duties of the parties under this Agreement, on request, either party may submit a written notice to the other Owner(s) involved in the dispute (the "Dispute Notice"). No later than five (5) business days following receipt of the Dispute Notice, Owners, or their agents, shall meet and negotiate in good faith to resolve the dispute within ten (10) business days of date of the Dispute Notice. If a party refuses or fails to meet for any reason or if the dispute cannot be resolved as a result of the meeting, then any Owner may assert and pursue its rights and remedies pursuant to the provisions set forth in Section 16.

16. Alternative Dispute Resolution. Any claim or dispute arising out of or relating to this Agreement, regardless of the nature of the claim or dispute, will be settled by the parties hereto pursuant to this Section 16.

a. Mediation. If any claim or dispute arising out of or relating to this Agreement is not settled by direct discussions pursuant to Section 15 above within ten (10) business days after the date of the Dispute Notice, the parties agree first to try in good faith to settle the claim or dispute by non-binding mediation administered by the JAMS, The Resolution Experts (“JAMS”).

b. Binding Arbitration. If the parties fail to settle a claim or dispute through mediation, it will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

c. Provisional Relief. Nothing in this Section 16 will prevent either party from applying for or obtaining a provisional judicial remedy regarding any claim or dispute. Notwithstanding such application, the final resolution of the claim or dispute will be mediated or arbitrated under this Section 16 and failure by either party to comply with any Law will not be deemed to waive such party’s rights to mediate or arbitrate under this Section 16.

d. Attorneys Fees. In the event any Owner institutes binding arbitration or provisional relief to enforce or interpret its rights under this Agreement, then the losing party or parties shall pay to the prevailing party or parties a reasonable sum for attorneys’ and experts’ fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered into such action or proceeding shall contain a specific provision for the recovery of attorneys’ fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party’s major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party’s major arguments or positions on major disputed issues. For the purpose of this section, attorneys’ fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery, (5) any appeals; and (6) bankruptcy proceedings. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

17. Equitable Servitudes. Covenants Running with the Land. All of the easements and covenants herein contained shall be deemed to be equitable servitudes enforceable by any of the Owners or their successors and assigns. The easements, covenants and declarations set forth herein shall be covenants running with the land and shall be binding upon on inure to the benefit of all parties having or acquiring any right, title or interest in any of the Parcels herein described.

Upon the transfer of either (or both) of the Parcels to a successor party, the successor party shall constitute the "First Parcel Owner" or "Second Parcel Owner" (as applicable) hereunder and all predecessors-in-interest to such successor party shall be fully relieved of the obligations hereunder and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Parcel(s).

18. Governing Law. This Agreement shall be governed under the laws of California.

19. No Covenant to Operate. Nothing contained herein shall be construed to be a covenant to operate any business within the Parcels and the parties expressly disclaim any such duty.

20. Breach Shall not Permit Termination; Notice and Cure Rights. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Owners may have by reason of any breach of this Agreement. No Owner shall be deemed in breach of this Agreement unless and until such Owner shall have received notice of such breach and thirty (30) days (or such lesser period of time as may be expressly stated herein) shall have elapsed after such notice without the cure of such breach having been completed, or if the breach is not susceptible of being cured within such thirty (30) day period, the responsible Owner has commenced to cure and is diligently prosecuting such cure to completion.

21. No Partnership. Neither this Agreement nor any acts of the Owners shall be deemed or construed by the parties hereto, or any of the them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among any of the Owners to this Agreement.

22. Modification. Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by First Parcel Owner or its successor as the Owner of the First Parcel and Second Parcel Owner or its successor as the Owner of the Second Parcel, and duly recorded. Any modifications to this Agreement shall be subject to the requirements of Section 23 below.

23. City Approval Rights – Termination and Modification. The City shall be a third-party beneficiary of the foregoing provision and of the grant of the Driveway Easements provided for in Section 1 above and the Enclosure Easement provided for in Section 2 above. This Agreement may not be amended or terminated without the prior written approval of the City Manager or his or her designee, which such approval shall not be unreasonably withheld. The determination of the City Manager or his or her designee shall be subject to appeal in accordance with the process set forth in the City's Municipal Code.

24. Not a Public Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to

and for the purposes herein expressed.

25. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance will to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the extent permitted by Law.

26. Inurement. This Agreement and the easements, covenants, benefits and obligations created hereby will inure to the benefit and be binding upon each Owner and its successors and assigns, provided, (a) if any Owner conveys all of its interest in any Parcel owned by it, such Owner will thereupon be released and discharged from any and all further obligations under this Agreement as fee owner of the property conveyed by it if the buyer assumes in writing all of such obligations, and (b) no such sale will release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

27. Compliance by Tenants. Any occupancy agreement entered into after the date hereof must provide that the terms of such occupancy agreement will be subject in all respects to the provisions of this Agreement. Any Owner who enters into such an agreement will be responsible for assuring compliance by such occupant with this Agreement. Notwithstanding anything to the contrary herein, an Owner hereunder may cause its occupants to fulfill the obligations of an Owner hereunder provided that Owner will be responsible for assuring compliance by such occupant with this Agreement and Owner will remain liable for any breach of obligation hereunder.

28. Reasonable Consent. Except as otherwise specifically provided in this Agreement, if an Owner is required to give its consent or approval to any action on the part of the other Owner, the consent or approval will not be unreasonably withheld or delayed. Except where other time periods to give or deny consent are provided in this Agreement, consent will be deemed granted at the end of the tenth (10th) business day following delivery of a request for consent, provided such request specifically refers to this Section 28 of this Agreement and states that consent will be deemed granted at the end of the tenth (10th) business day from delivery of the request, unless a written denial of consent stating the specific reason for denial is delivered before the end of the tenth (10th) business day after delivery of the request for consent. In the event the requested consent is unreasonably withheld, the other party will be entitled to specific performance and will have such other remedies as are reserved to it under this Agreement or at Law.

29. Eminent Domain. In the event the whole or any part of a Parcel shall be taken by right of eminent domain or any similar authority of law (a "Taking), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel so taken, and no other Owner shall have a right to claim any portion of such award by virtue of an interest created by this Agreement. Any Owner of a Parcel which is not the subject of a Taking may,

however, file a collateral claim with the condemning authority over and above the value of the Parcel (or portion thereof) being so taken to the extent of any damage suffered by such Owner resulting from the severance of land and the improvements so taken. In the event of a partial taking, the Owner of the Parcel that is the subject of the Taking, shall use commercially reasonable best efforts to promptly restore (i) the Driveway Improvements located on the Owner's Parcel as may be required to provide public street access, and/or (ii) the Enclosure Improvements as may be required to provide the Second Parcel Owner with adequate refuse storage and removal services. Following any Taking, and until the completion of restoration or other disposition of such Parcel, the Owner shall maintain appropriate fencing or other security barriers around the affected areas as necessary for assuring appropriate safety to persons and property.

30. Good Faith. Each Owner agrees to exercise good faith and reasonable cooperation to carry out the intent of the provisions of this Agreement and to execute such additional documentation as may be necessary or reasonable for carrying out the provisions of this Agreement.

31. Lienholder Protection. This Agreement, the rights, privileges, covenants, agreements and easements hereunder with respect to each Owner and Parcel, shall be superior and senior to any lien placed upon any Parcel, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants and restrictions, easements, conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any party (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Provided, however, any party who acquires title to any Parcel or portion thereof shall only be bound during the period of its ownership, and such party shall not be: (a) liable for any act or omission of any prior Owner, including but not limited to payment of any amounts owed by such prior Owner under this Agreement; (b) subject to offsets or defenses which any other Owner might have against any prior Owner; (d) bound by any unrecorded amendment or modification of this Agreement; or (e) liable for consequential damages.

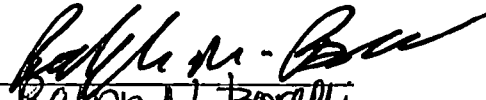
32. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference as though set forth in full herein.

33. No Waiver. No failure to exercise and no delay in exercising on the part of the Owners any right, power, privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege hereunder. Any waiver of any right, power, privilege hereunder must be in writing. The rights and remedies of the Owners are cumulative and not exclusive of any rights or remedies as provided by law.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.


FIRST PARCEL OWNER:

SAICH WAY STATION, LLC, a California limited liability company

By: 
Name: Ralph N Borelli
Its: Manager

SECOND PARCEL OWNER:

STEVENS CREEK RETAIL ASSOCIATES, LLC, a California limited liability company

By: 
Name: J. Blair Videmann
Its: Managing Member of VRT

[Attach notarial acknowledgment]

Exhibit A
(Legal Description of First Parcel)

All that certain Real Property in the City of Cupertino, County of Santa Clara, State of California, described as follows:

All of Lot 1 as shown upon that certain Map entitled Tract No. 4245 Santa Clara County, California Official Records, recorded on December 28, 1966 in Book 217 of Maps at Page 47.

Excepting therefrom the underground water rights as conveyed to the City of Cupertino by Deed recorded February 3, 1967 in Book 7631 of Official Records, Page 483.

APN: 326-32-041 and 042

Exhibit B
(Legal Description of Second Parcel)

PARCEL ONE:

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP; THENCE SOUTH 0° 00' 15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD; THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89° 54' 03" WEST 180.00 FEET; THENCE NORTH 0° 05' 57" WEST 152.00 FEET; THENCE NORTH 89° 54' 03" EAST 122.84 FEET; THENCE NORTH 0° 05' 57" WEST 37.00 FEET; THENCE NORTH 89° 54' 03" EAST 57.50 FEET TO THE POINT OF BEGINNING; AS DESCRIBED IN RESOLUTION APPROVING LOT LINE ADJUSTMENT RECORDED NOVEMBER 15, 1983 IN BOOK 1065 PAGE 685 OFFICIAL RECORDS.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, CIRCULATION AND PARKING AS GRANTED IN THAT CERTAIN INSTRUMENT RECORDED AUGUST 11, 1990 IN BOOK F496, PAGE 692, OFFICIAL RECORDS AS AMENDED BY THAT CERTAIN INSTRUMENT RECORDED DECEMBER 27, 2004 AS INSTRUMENT NO. 18162144, OFFICIAL RECORDS.

APN: 326-32-051

Exhibit C
(Easement Exhibit)



EXHIBIT "C"

REAL PROPERTY in the City of Cupertino, County of Santa Clara, State of California,
described as follows:

SECOND PARCEL DRIVEWAY EASEMENT

BEGINNING at the southeast corner of Lot 3 as shown on that Parcel Map filed for record December 30, 1980 in Book 477 of Maps, page 51, Santa Clara County Records;
Thence North 00° 52' 21" East, 188.46 feet along the east line of said Lot 3;
Thence North 89° 07' 39" West, 20.40 feet;
Thence South 00° 52' 21" West, 188.50 feet to the south line of said Lot 3;
Thence South 89° 13' 57" East, 20.40 feet along said south line to the POINT OF BEGINNING.

FIRST PARCEL DRIVEWAY EASEMENT

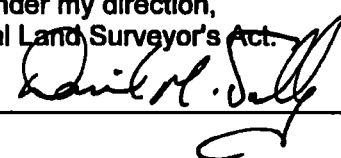
BEGINNING at the southwest corner of Lot 1, as shown on that map of Tract 4245 filed for record December 28, 1966 in Book 217 of Maps, page 47, Santa Clara County Records;
Thence North 00° 52' 21" East, 188.46 feet along the west line of said Lot 1;
Thence South 89° 07' 39" East, 3.61 feet;
Thence North 68° 13' 11" East, 7.94 feet;
Thence South 89° 06' 49" East, 101.62 feet to a point in the east line of said Lot 1;
Thence South 00° 53' 11" West, 25.00 feet along said east line;
Thence North 89° 06' 49" West, 88.55 feet to the beginning of a curve to the left;
Thence Westerly along said curve, having a radius of 18.00 feet, through a central angle of 90° 00' 50", an arc length of 28.28 feet;
Thence South 00° 52' 21" West, 148.51 feet to a point in the south line of said Lot 1;
Thence North 89° 13' 57" West, 6.00 feet along said south line to the POINT OF BEGINNING.

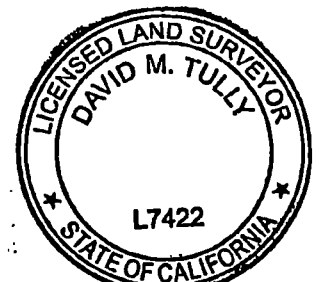
ENCLOSURE EASEMENT

COMMENCING at the southwest corner of Lot 1, as shown on that map of Tract 4245 filed for record December 28, 1966 in Book 217 of Maps, page 47, Santa Clara County Records;
Thence North 00° 52' 21" East, 188.46 feet along the west line of said Lot 1;
Thence South 89° 07' 39" East, 3.61 feet;
Thence North 68° 13' 11" East, 14.34 feet;
Thence North 00° 53' 11" East, 31.35 feet to the TRUE POINT OF BEGINNING;
Thence North 89° 06' 49" West, 12.20 feet;
Thence South 00° 53' 11" West, 28.50 feet;
Thence South 89° 06' 49" East, 12.20 feet;
Thence North 00° 53' 11" East, 28.50 feet to the TRUE POINT OF BEGINNING.

This legal description was prepared by me or under my direction,
pursuant to the requirements of the Professional Land Surveyor's Act.

DATE: 2-26-2014





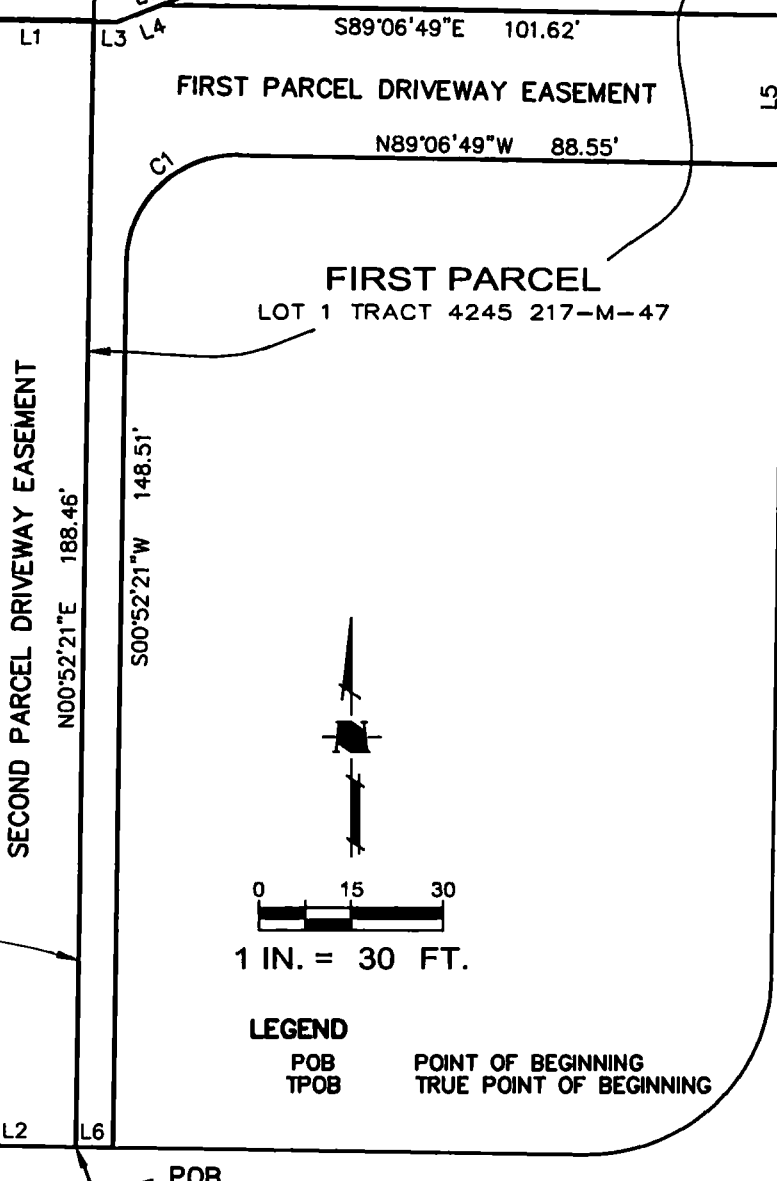
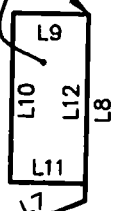
403310LD001.dotx

1570 Oakland Road | San Jose, California 95131 | (408) 487-2200 | (408) 487-2222 Fax | www.HMHca.com

CURVE	RADIUS	DELTA	LENGTH
C1	18.00'	90°00'50"	28.28'

LINE	BEARING	LENGTH
L1	N89°07'39"W	20.40'
L2	S89°13'57"E	20.40'
L3	S89°07'39"E	3.61'
L4	N68°13'11"E	7.94'
L5	S0°53'11"W	25.00'
L6	N89°13'57"W	6.00'
L7	N68°13'11"E	14.34'
L8	N0°53'11"E	31.35'
L9	N89°06'49"W	12.20'
L10	S0°53'11"W	28.50'
L11	S89°06'49"E	12.20'
L12	N0°53'11"E	28.50'

ENCLOSURE
EASEMENT
TPOB

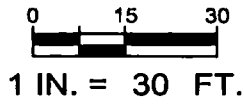


SAICH WAY

SECOND PARCEL

LOT 3 PARCEL MAP 477-M-51

FIRST PARCEL
LOT 1 TRACT 4245 217-M-47



LEGEND

POB
TPOB

POINT OF BEGINNING
TRUE POINT OF BEGINNING

STEVENS CREEK BLVD

SHEET 2 OF 2

Date: 02-26-2014
Scale: 1" = 60'
Designed: RL
Drawn: DT
Checked: TG
Proj. Engr: ZJJ
403310PL001



1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

EXHIBIT C
CUPERTINO CALIFORNIA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

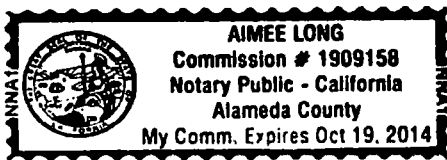
State of California

County of Alameda

On 7/14/14 before me, Aimee Long Notary Public

personally appeared J. Blair Volckmann

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On July 15, 2014 before me, Perla L. Ramirez, Notary Public
(insert name and title of the officer)

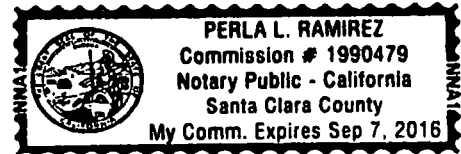
personally appeared Ralph N. Borelli,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their 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 *Perla L. Ramirez*

(Seal)



Consent of Lienholder

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, ("Lienholder"), of a certain Deed of Trust, dated May 5, 2005, recorded as Instrument No. 18373055 of Official Records of Santa Clara County, California, hereby consents to the forgoing "Reciprocal Easement Agreement", by and between Saich Way Station, LLC, a California limited liability company and Stevens Creek Retail Associates, LLC, a California limited liability company, solely as Lienholder and hereby does agree that in the event of the foreclosure of said Deed of Trust, or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Reciprocal Easement Agreement recorded 2-27-15, as Instrument No. 22865836, of the Official Records of Santa Clara County, California

SIGNED AND EXECUTED this 15th day of September, 2014.

LIENHOLDER:

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20

By: PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer, its authorized signatory

By 
Name/Title: Eric LeShar
Senior CMBS Servicing
Portfolio Manager



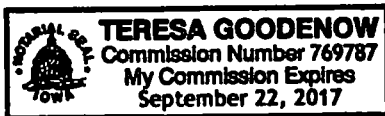
By 
Name/Title: Kevin F. Vaughan
Senior CMBS Servicing
Portfolio Manager

Notary to follow on next page.

STATE OF IOWA)
)
COUNTY OF POLK)

On this 15th day of September, 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eric LeSher and Kevin F. Vaughan, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Senior CMBS Servicing Portfolio Manager and Senior CMBS Servicing Portfolio Manager, respectively, of PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer, authorized signatory of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, and that the instrument was signed on behalf of the company by Principal Global Investors, LLC, as authorized signatory of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, by authority of the Board of Directors of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Global Investors, LLC, as authorized signatory of said company, by it and by them voluntarily executed.

Teresa Goodenow
Notary Public in and for Polk County, Iowa



Consent of Lienholder

Heritage Bank of Commerce, ("Lienholder"), of a certain Deed of Trust, dated June 23, 2014, recorded as Instrument No. 22635203 of Official Records of Santa Clara County, California, hereby consents to the forgoing "Reciprocal Easement Agreement", by and between Saich Way Station, LLC, a California limited liability company and Stevens Creek Retail Associates, LLC, a California limited liability company, solely as Lienholder and hereby does agree that in the event of the foreclosure of said Deed of Trust, or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Reciprocal Easement Agreement recorded 2-27-15, as Instrument No. 22845836, of the Official Records of Santa Clara County, California

SIGNED AND EXECUTED this 21st day of July, 2014.

LIENHOLDER:

Heritage Bank of Commerce

By: Noe Munoz

Name: Noe Munoz

Its: VPI Construction Loan officer

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On 7/21/2014 before me, Kristen Gray, Notary Public, personally appeared NOE MUNOZ, 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 Kristen Gray (Seal)



BORELLI INVESTMENT COMPANY

2051 Junction Ave., Suite 100
San Jose, CA 95131
(408) 453-4700

March 24, 2026

Planning Commission
City of Cupertino
10350 Torre Avenue
Cupertino, CA 95014

Re: Proposed Redevelopment at 20807–20883 Stevens Creek Boulevard – Letter of Conditional Support

Dear Chair Kosolcharoen, Vice Chair Scharf, and Commission Members,

I am writing on behalf of our client, Saich Way, LLC, the owner of the adjacent commercial center located at 20803 Stevens Creek Boulevard and 10033–10095 Saich Way in Cupertino. Borelli Investment Company developed the retail buildings on this property and serves as the property manager for this center. We write to express our support for the proposed residential redevelopment of the Stevens Creek Retail Associates property at 20807–20883 Stevens Creek Boulevard, subject to the conditions described below being incorporated into the project's conditions of approval.

Background and History of Cooperation

In 2014, Saich Way Station, LLC (predecessor to our client) and Stevens Creek Retail Associates, LLC entered into a Reciprocal Easement Agreement recorded on February 27, 2015 as Document No. 22865836 in the official records of Santa Clara County. That agreement was executed in connection with City Council Resolution No. 13-048, which required the establishment of reciprocal driveway easements and an enclosure easement as conditions of the City's approval of the redevelopment of our client's property (the "First Parcel," APNs 326-32-041 and 326-32-042).

As part of that approval, both parties worked cooperatively to design a traffic circulation plan that would serve both parcels. The plan included shared driveway areas, curb cuts, fencing, landscaping, and a trash enclosure, all of which were constructed entirely at the sole cost and expense of Saich Way Station, LLC, including improvements located on or benefiting the Stevens Creek Retail Associates property (the "Second Parcel," APN 326-32-051). These improvements were a condition of our client's entitlements and are integral to the functioning and circulation of our client's retail center.

The Reciprocal Easement Agreement itself recognizes the interdependence of these improvements. Section 23 of the Agreement provides that the City of Cupertino is a third-party beneficiary and that the Agreement may not be amended or terminated without the prior written approval of the City Manager.

Verbal Agreement Between the Parties

We are pleased to report that representatives of Borelli Investment Company and Stevens Creek Retail Associates (Mr. Blair Volkman) have met and conferred regarding the proposed redevelopment. The parties have reached a verbal agreement on the conditions necessary to ensure that the project does not adversely impact the adjacent retail center. However, these agreements have not yet been reduced to writing and must be formally implemented through the project's conditions of approval to be enforceable.

Requested Conditions of Approval

We respectfully request that the following conditions be incorporated into any approval of the proposed project:

- 1. Amendment of the Reciprocal Easement Agreement.** The existing Reciprocal Easement Agreement (Document No. 22865836) must be formally amended to reflect the changed use and site conditions resulting from the redevelopment of the Second Parcel. Pursuant to Section 23 of the Agreement, any amendment requires the prior written approval of the City Manager. This amendment should be a condition of approval and completed prior to the issuance of building permits for the project.
- 2. Preservation of Existing Curb Cut, Fencing, and Landscaping.** The existing curb cut on the Stevens Creek Retail Associates property must remain in its current location, as it is essential to the circulation plan that was mutually agreed upon and approved by the City as part of our client's entitlements. All fencing and landscaping improvements along the shared property boundary must remain on the Stevens Creek Retail Associates (Volkman) side of the property line, as these were constructed at Saich Way Station's expense specifically to support the approved circulation plan. To the extent that Stevens Creek Retail Associates no longer wishes to maintain these improvements, the parties are amenable to a quitclaim and lot line adjustment that would transfer ownership and maintenance responsibility to our client, provided that the physical improvements remain in place. Additionally, the "First Parcel Driveway Easement" as reflected in Exhibit C of the existing Reciprocal Easement Agreement must be extinguished.
- 3. Abandonment of Trash Enclosure Easement Rights.** The Reciprocal Easement Agreement grants Stevens Creek Retail Associates an exclusive Enclosure Easement on our client's property for trash and refuse storage (Section 2 of the Agreement). As part of the redevelopment, Stevens Creek Retail Associates must formally abandon all rights under the Enclosure Easement and the associated Enclosure Access Easement (Section 3), and the amended Agreement must reflect this abandonment. The redeveloped project must provide its own on-site refuse storage facilities independent of our client's property.

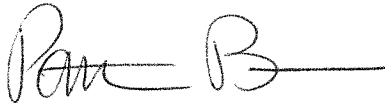
4. **Fencing Modifications.** Any modifications to fencing along or near the shared property boundary must be complementary to the character of the adjacent retail center. At no point shall any fences be relocated closer to our client's retail site than the existing fence locations. Any new or replacement fencing must be of comparable or better quality and must not adversely affect the appearance, security, or operation of our client's center.

Conclusion

Our client is supportive of the proposed residential redevelopment of the Stevens Creek Retail Associates property. The parties have demonstrated a history of productive cooperation dating back to 2014, and we believe the conditions outlined above represent a fair and reasonable framework that protects both properties. We respectfully request that these conditions be incorporated into the project's conditions of approval to ensure that the verbal agreements reached between the parties are given formal effect. We also reserve the right to evaluate any future conditions that may arise as part of the design and entitlement process that may impact our interest.

Thank you for your time and consideration. We are available to answer any questions the Commission may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Bumb", with a long horizontal line extending to the right.

Patrick Bumb

Vice President

Borelli Investment Company

2051 Junction Avenue, Suite 100

San Jose, CA 95131

Office: (408) 560-1519

cc: Blair Volkman, Stevens Creek Retail Associates, LLC

c/o Harvest Properties

6425 Christie Avenue, Suite 220

Emeryville, CA 94608

PC 3-24-2026

Staff and
Commission
Reports

Written
Communications

Commission Report - Tracy Kosolcharoen - March 24, 2026

- **On March 11-13, three Cupertino Planning Commission members attended the 2026 Planning Commissioners Academy.** I thank staff for making available this excellent opportunity to meet other commissioners from across the state, learn about the latest housing legislation, and further our knowledge on topics like CEQA, wildfire risk, and the planning process.
- **Some observations/learnings:**
 - **There are many new state and assembly bills coming down the pipeline that may significantly impact local control across planning, permitting, and housing finance.** These bills are at an early stage and may change quite a bit by the time they are signed, but the city may want to track them in its legislative review committee.
 - Source:https://www.calcities.org/docs/default-source/planning-commissioners-academy---session-materials/legislative-update18f98ab2-6a98-490e-a10e-b7f89c07a33d.pdf?sfvrsn=10e0e4f4_1
 - **AB130 is a very new state law.** Only one commissioner I met had dealt with an AB130 project.
 - **A common theme during the conference was around Planning Commission's significantly reduced quasi-judicial authority on housing projects, due to new state laws.** The Planning Commission still plays an advisory role in General Plans and other legislative decisions, and a quasi-judicial role for non-residential projects.
 - *Practical Guidance for Planning Commissioners session, slides 6-10:* Localities face “Greatly reduced timelines for many approvals, more ministerial approvals (no public input, no CEQA), increased authority to HCD, and increased penalties for noncompliance.”
 - Source:https://www.calcities.org/docs/default-source/planning-commissioners-academy---session-materials/california-housing-law-updates-practical-guidance-for-planning-commissioners.pdf?sfvrsn=b92c0930_1
 - **Planning Commissions should build for resiliency – “ability to adapt, withstand, and recover.”** *Resiliency in Action session, slide 8* provides some excellent questions we should ask: “Does this decision increase or reduce our community’s vulnerability to known hazards? How will this project perform as conditions change? Does this decision strengthen or undermine our adopted resiliency goals?”
 - Source:https://www.calcities.org/docs/default-source/planning-commissioners-academy---session-materials/resiliency-in-action-what-every-planning-commissioner-should-ask---streeter.pdf?sfvrsn=363b62ee_1
- If residents want to provide input around state housing laws, they are encouraged to contact their legislators.