

CC 4-01-2026

#3

Housing Development - Linda  
Vista Drive

Supplemental Report



## COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3308  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT

#### SUPPLEMENTAL 1

Meeting: April 1, 2026

#### Agenda Item 3

#### Subject

Consider a Tentative Map, Architectural and Site Approval, and Tree Removal Permit for the construction of a 51-unit townhome condominium development on Housing Element Priority Housing Sites 25 through 28. The project utilizes Senate Bill 330 and provisions of State Density Bonus law. (Application No(s): TM-2024-009, ASA-2024-015, TR-2024-044; Applicant: SummerHill Homes, LLC; Location: 10857, 10867, 10877, and 10887 Linda Vista Drive; APNs: 356-06-001, -002, -003, and -004).

#### Recommended Action

1. Find the project exempt from the California Environmental Quality Act (CEQA);
2. Make the required findings of No Net Loss (SB 166); and
3. Approve the following permits:
  - a. Adopt Resolution No. 26-XXX approving Tentative Final Map (TM-2024-009) (Attachment A);
  - b. Adopt Resolution No. 26-XXX approving Architectural & Site Approval Permit (ASA-2024-015) (Attachment B); and
  - c. Adopt Resolution No. 26-XXX approving Tree Removal Permit (TR-2024-044) (Attachment C).

#### Background:

**Staff's responses to questions received from councilmembers are shown in italics.**

Q1: Was/were the Title Report(s) provided to the City at the time the application was deemed complete?

*Staff Response: Yes*

Q2: Council will need the Title Report to make the finding that the site is suitable for the development. If you have sent it already please, let me know, we really need this/these.

*Staff Response: The Title Report is attached as Attachment V.*

Q3: There are multiple APNs, can the City please identify which owners go to which APN? Is the ownership undivided or parcelized?

*Staff Response: A markup of the APN map for property owner information is included as Attachment W.*

Q4: Can you point to the parcel boundaries on the VTM or no? If this is still parcelized, how is the map complete?

*Staff Response: The map shows the various proposed parcels. The VTM also references that this is a map for condominium purposes. Note 29 on sheet TM1.0 (Attachment U) discusses the intent to condominium-ize the project. Each condo does not require a separate parcel, and the State Department of Real Estate has jurisdiction over condominium maps. Their approval will be based on the Final Map, which needs to be consistent with the VTM.*

Q5: Prior dedication only shows the Joseph Evulich dedicated his portion of Evulich Ct. to the City in 1969, that should be shown on the map? The new dedication should also be shown on the map? Or am I missing some other dedication document for the actual cul de sac turn around?

*Staff Response: The cul-de-sac was dedicated to the City per Santa Clara County Original Record 8620 P 501 (Attachment X). Evulich Ct, as was dedicated in 1969, is shown on the map and is labeled Evulich Ct. The only land that will be dedicated is the 20' wide right of way along Linda Vista Drive.*

Q6: How can findings be made without verified site control and parcel configuration?

*Staff Response: The VTM aligns with Subdivision Map Act practices.*

Q7: The 1969 cul de sac dimension was based on an R1-7.5 configuration and not a 51 unit condominium project in a VHFSZ, how can safety findings be made to today's standards for ladder truck access?

*Staff Response: The hammerhead turnaround meets the Fire Departments standards. Sheet C6.0 (Attachment U) shows the turn around and necessary widths, as well as the turning templates. The fire department has reviewed the layout and has approved it.*

Q8: The 1969 Ordinance states that the cul de sac will be on the Tract Map, I will assume that this VTM is the 'Tract Map', however a cul de sac is a dead end street, and this is a hammerhead design with a bulb, how is this design the same as what was conditioned?

*Staff Response: The cul-de-sac aligns with the 1969 dedication, and the hammerhead turnaround for emergency vehicles meets the fire department's requirements. The design as proposed does not conflict with the 1969 dedication.*

Q9: The developer's AMMR for the 30' reduction to 10' relies on the density and the City owning Evulich Ct., however the city can Vacate the cul de sac land and sell it subject to the Surplus Land Act and remove that basis for the reduction?

**Justification**

The primary justifications for the reduction of the 30-foot setback requirement to the northern, southern, and western property lines are the development density requirements and site constraints due to the existing public right-of-way for the cul-de-sac within the site. Subsection (b) of the above listed Code includes Development density requirements and site constraints among the exceptions to the 30' setback requirement.

*Staff Response: The Fire Department can provide their interpretation of their AMMR requirements. The CAO should provide an assessment of disposition of the cul-de-sac.*

Q10: Assessor's Map, 1969 Dedication, and below is shows the Ordinance Map when they originally changed the zoning and I have added it so you can see the original Parcel numbers which show up on the Assessor's Map at PCL. 1 and PCL.2. I think we are missing some information in the record and on the VTM.

*Staff Response: This is included as Attachment Y, which created Parcel A and B.*

**Attachments Provided with Original Staff Report:**

- A. *Draft Resolution for TM-2024-009*
- B. *Draft Resolution for ASA-2024-015*
- C. *Draft Resolution for TR-2024-044*
- D. *Applicable Standards Matrix*
- E. *AB 130 CEQA Exemption Memorandum*
- F. *Alternative Means and Method Request Approval*
- G. *County Fire Review Letter*
- H. *Geotechnical Report*
- I. *Geotechnical Report Peer Review*
- J. *Biological Report*
- K. *Biological Report Peer Review*
- L. *Phase I Environmental Site Assessment*
- M. *Phase II Environmental Site Assessment*
- N. *Phase I and Phase II ESA Applicant Review*
- O. *Phase I and II ESA Peer Review*
- P. *Underground Storage Tank Closure Report*
- Q. *Public Comments (2-25-2026 to 3-10-2026)*
- R. *Public Comments (01-01-2024 to 2-24-2026)*
- S. *Final Transportation Study*
- T. *Project Site Plan*
- U. *Supplemental Report (031726) and Project Plan Set*

**Attachments Provided with Supplemental Report:**

*V. Title Report*

*W. APN Map – Markup*

*X. Dedication of Real Property*

*Y. Parcel Map Book 258 p. 52*

*Z. Santa Clara County Fire Department Responses to Supplemental Questions*

**October 21, 2024, Update**



**First American Title Insurance Company**  
**National Commercial Services**  
333 W. Santa Clara Street, Ste. 220  
San Jose, CA 95113-1714

Dan Seubert  
Seubert Frimel & Warner LLP  
1075 Curtis Street  
Menlo Park, CA 94025  
Phone: (650)322-3049

Customer Reference: 10887, 10867, 10877 & 10857 Linda Vista Drive

Escrow Officer: Teresa Woest  
Phone: (408)451-7972  
Email: TWoest@firstam.com

Title Officer: Joshua Guzman  
Phone: (650)356-1725  
Email: jrguzman@firstam.com

Property: 10887, 10867, 10877 & 10857 Linda Vista Drive, Cupertino, CA

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 16, 2024 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Owner Policy  
ALTA Extended Loan Policy

A specific request should be made if another form or additional coverage is desired.

[Title to said estate or interest at the date hereof is vested in:](#)

Roy Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980, as to an undivided one-half interest; and Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust, as to an undivided one-half interest, as to Tract One;

Roy Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980, as to an undivided 8.8934% interest; Roy A. Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980, as to an undivided 41.1066% interest; Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust, as to an undivided 33.0162% interest; and Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust UDT dated October 3, 2000, as to an undivided 16.9838% interest, as to Tract Two;

Roy A. Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980, as to an undivided one-half interest; and Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust UDT dated October 3, 2000, as to an undivided one-half interest, as to Tracts Three and Four; and

Roy A. Evulich and Barris J. Evulich, as Successor Trustees of the Joseph Evulich Declaration of Trust dated 9/14/1976; Roy A. Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980; and Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust, as their interests may appear of record, as to Tract Five.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee as to Tract Five and Parcel One of Tracts One to Four, an Easement as to Parcels Two and Three of Tracts One and Two & Parcels Two, Three and Four of Tracts Three and Four.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$1,090.16, PAID
Penalty:	\$0.00
Second Installment:	\$1,090.16, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-026
A. P. No.:	356-06-001

(Portion of Community Facilities District included)

(Affects Tract Four)

1a. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$1,139.72, PAID
Penalty:	\$0.00
Second Installment:	\$1,139.72, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-026
A. P. No.:	356-06-002

(Portion of Community Facilities District included)

(Affects Tract Two)

1b. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$1,636.08, PAID
Penalty:	\$0.00
Second Installment:	\$1,636.08, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-026
A. P. No.:	356-06-003

(Portion of Community Facilities District included)

(Affects Tract Three)

1c. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$1,252.85, PAID
Penalty:	\$0.00
Second Installment:	\$1,252.85, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-026
A. P. No.:	356-06-004

(Portion of Community Facilities District included)

(Affects Tracts One and Five)

2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2013-1, as disclosed by Notice of Special Tax Lien recorded January 22, 2014 as Instrument No. [22502535](#) of Official Records.

(Affects All Tracts)

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. This item has been intentionally deleted.
5. This item has been intentionally deleted.
6. Right of way for ingress and egress and for the installation and maintenance of public utilities over the Easterly 20 feet of premises, as reserved in the Deed from Donald M. McRae, et ux, to W. J. Johnstun, dated December 28, 1948 and recorded January 4, 1949 in [Book 1727 of Official Records, Page 390](#), and as granted in the Deed from Donald M. McRae, et ux, to Esten H. Baker, et ux, dated February 16, 1951 and recorded February 16, 1951 in [Book 2154 Official Records, Page 394](#), and as granted in subsequent Deeds of record.

(Affects All Tracts)

7. This item has been intentionally deleted.
8. This item has been intentionally deleted.
9. This item has been intentionally deleted.
10. This item has been intentionally deleted.
11. The terms and provisions contained in the document entitled "Community Property Agreement" recorded December 05, 2002 as Instrument No. [16664661](#) of Official Records.

(Affects Tracts One and Two)

12. Rights of the public in and to that portion of the Land lying within any road, street and/or highway.

(Affects Tracts One and Two)

13. This item has been intentionally deleted.
14. This item has been intentionally deleted.
15. This item has been intentionally deleted.

16. Water rights, claims or title to water, whether or not shown by the Public Records.
17. An ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys.
18. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
19. Rights of parties in possession.
20. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

(Affects All Tracts)

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Single Family Residence known as 10887, 10867, 10877 & 10857 Linda Vista Drive, Cupertino, CA.

(Affects All Tracts)

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
2. A full copy of the partnership agreement and any amendments;
3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendment;
  3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendments;
  3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
  2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## LEGAL DESCRIPTION

Real property in the City of Cupertino, County of Santa Clara, State of California, described as follows:

Tract One:

Parcel One:

All of Parcel One, as shown upon that certain map entitled, "Record of Survey for GUENTHEA FREUDENBLAUM, being a portion of Section 22, Township 7 South, Range 2 West, Mount Diablo Base & Meridian, Santa Clara County, Calif", which map was filed for record in the office of the recorder of the County of Santa Clara, State of California, on September 28, 1962 in [Book 152 of Maps, at Page 39](#).

EXCEPTING THEREFROM that portion of real property dedicated in fee for public roadway purposes to the City of Cupertino, as shown on document recorded July 29, 1969 as Instrument No. 3660051 in [Book 8620, Page 501](#) of official records.

Parcel Two:

Right of way for ingress and egress and for the installation and maintenance of public utilities by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over a strip of land 20.00 feet wide, being 10.00 feet on each side of the following described line:

Beginning at a point on the Northerly line of the hereinabove described parcel One, distant South 89° 49' 50" West 10.00 feet from the Northeast corner thereof; thence North 0° 10' 10" West 622.95 feet; thence North 89° 31' 10" West 433.78 feet; thence North 42° 41' 10" West 608.47 feet to the Southeasterly line of McClellan Road.

Parcel Three:

Right of way for ingress and for the installation and maintenance of pipe lines by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over and across a strip of land 10.00 feet in width, the Easterly and Northeasterly line of which are described as follows:

Beginning at a 3/4 inch pipe on the line between Sections 22 and 23, Township 7 South, Range 2 West, distant thereon South 0° 10' 10" East 60.06 feet from the 1/8 section corner at the Southwesterly corner of the "COLONY TRACT, MONTE VISTA", the map of which was filed for record in the office of the recorder of the County of Santa Clara, State of California, on April 11, 1917 in [Book P of Maps, at Page 21](#); thence from said Point of Beginning and running North 0° 10' 10" West 60.06 feet to said 1/8 section corner at the Southwesterly corner of the "COLONY TRACT" above referred to; thence along the Southwesterly line of the "colony tract" North 42° 31' 10" West 731.50 feet to the center line of McClellan Road.

Tract Two:

Parcel One:

All of Parcel Two, as shown upon that certain map entitled, "Record of Survey for GUENTHEA FREUDENBLAUM, being a portion of Section 22, Township 7 South, Range 2 West, Mount Diablo Base and Meridian, Santa Clara County, California," which map was filed for record in the office of the recorder of the County of Santa Clara, State of California, on September 28, 1962, in [Book 152 of Maps at Page 39](#).

EXCEPTING THEREFROM that portion of real property dedicated in fee for public roadway purposes to the City of Cupertino, as shown on document recorded July 29, 1969 as Instrument No. 3660051 in [Book 8620, Page 501](#) of official records.

Parcel Two:

Right of way for ingress and egress and for the installation and maintenance of public utilities by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over a strip of land 20.00 feet wide, being 10.0 feet on each side of the following described line:

Beginning at a point on the Northerly line of the hereinabove described Parcel One, distant South 89° 49' 50" West, 10.00 feet from the Northeast corner thereof; thence North 0° 10' 10" West, 442.95 feet; thence North 89° 31' 10" West, 433.78 feet; thence North 42° 41' 10" West, 608.47 feet to the Southeasterly line of McClellan Road.

Parcel Three:

Right of way for ingress and egress and for the installation and maintenance of pipe lines by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over and across a strip of land 10.00 feet in width, the Easterly and Northerly line of which are described as follows:

Beginning at a 3/4 inch pipe on the line between Sections 22 and 23, Township 7 South, Range 2 West, distant thereon South 0° 10' 10" East, 60.06 feet from the 1/8 section corner at the Southwesterly corner of the "COLONY TRACT, MONTE VISTA," the map of which was filed for record in the office of the recorder of the County of Santa Clara, State of California, on April 11, 1917, in [Book P of Maps at Page 21](#); thence from said Point of Beginning and running North 0° 10' 10" West, 60.06 feet to said 1/8 section corner at the Southwesterly corner of the "colony tract" above referred to; thence along the Southwesterly line of the "colony tract," North 42° 31' 10" West, 731.50 feet to the center line of McClellan Road.

Tract Three:

Parcel One:

Parcel 'A' as shown on that certain parcel map recorded in [Book 258 of Maps at Page 52](#) on September 5, 1969, Santa Clara County records as Instrument No. 3680401.

Parcel Two:

A nonexclusive easement appurtenant for a right of way for ingress and egress over a strip of land designated as Evulich Court as shown on that certain parcel map recorded in [Book 258 of Maps at Page 52](#) on September 5, 1969, Santa Clara County records as Instrument Number 3680401.

Parcel Three:

Right of way for ingress and egress and for the installation and maintenance of public utilities by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over a strip of land 20.00 feet wide, being 10.00 feet on each side of the following described line:

Beginning at a point on the Northerly line of the hereinabove described parcel One, distant South 89° 49' 50" West 10.00 feet from the Northeast corner thereof; thence North 0° 10' 10" West 622.95 feet; thence North 89° 31' 10" West 433.78 feet; thence North 42° 41' 10" West 608.47 feet to the Southeasterly line of McClellan Road.

Parcel Four:

Right of way for ingress and for the installation and maintenance of pipe lines by Grant Deed recorded November 27, 2022 as Instrument No. 16654912 of official records, over and across a strip of land 10.00 feet in width, the Easterly and Northeasterly line of which are described as follows:

Beginning at a 3/4 inch pipe on the line between Sections 22 and 23, Township 7 South, Range 2 West, distant thereon South 0° 10' 10" East 60.06 feet from the 1/8 section corner at the Southwesterly corner of the "colony tract, Monte Vista", the map of which was filed for record in the office of the recorder of the County of Santa Clara, State of California, on April 11, 1917 in [Book P of Maps, at Page 21](#); thence from said Point of Beginning and running North 0° 10' 10" West 60.06 feet to said 1/8 section corner at the Southwesterly corner of the "COLONY TRACT" above referred to; thence along the Southwesterly line of the "COLONY TRACT" North 42° 31' 10" West 731.50 feet to the center line of McClellan Road.

Tract Four:

Parcel One:

Parcel 'B' as shown on that certain parcel map recorded in [Book 258 of Maps at Page 52](#) on September 5, 1969, Santa Clara County records as Instrument No. 3680401.

Parcel Two:

A non-exclusive easement appurtenant for a right of way for ingress and egress over a strip of land designated as Evulich Court as shown on that certain parcel map recorded in [Book 258 of Maps at Page 52](#) on September 5, 1969, Santa Clara County records as Instrument Number 3680401.

Parcel Three:

Right of way for ingress and egress and for the installation and maintenance of public utilities by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over a strip of land 20.00 feet wide, being 10.00 feet on each side of the following described line:

Beginning at a point on the Northerly line of the hereinabove described parcel One, distant South 89° 49' 50" West 10.00 feet from the Northeast corner thereof; thence North 0° 10' 10" West 622.95 feet; thence North 89° 31' 10" West 433.78 feet; thence North 42° 41' 10" West 608.47 feet to the Southeasterly line of McClellan Road.

Parcel Four:

Right of way for ingress and for the installation and maintenance of pipe lines by Grant Deed recorded November 15, 1951 in [Book 2317, Page 201](#) of official records, over and across a strip of land 10.00 feet in width, the Easterly and Northeasterly line of which are described as follows:

Beginning at a 3/4 inch pipe on the line between Sections 22 and 23, Township 7 South, Range 2 West, distant thereon South 0° 10' 10" East 60.06 feet from the 1/8 section corner at the Southwesterly corner of the "colony tract, Monte Vista", the map of which was filed for record in the office of the recorder of the County of Santa Clara, State of California, on April 11, 1917 in [Book P of Maps, at Page 21](#); thence from said Point of Beginning and running North 0° 10' 10" West 60.06 feet to said 1/8 section corner at the Southwesterly corner of the "COLONY TRACT" above referred to; thence along the Southwesterly line of the "colony tract" North 42° 31' 10" West 731.50 feet to the center line of McClellan Road.

Tract Five:

Beginning at a 3/4 inch iron pipe set on the dividing line between Sections 22 and 23 in Township 7 South, Range 2 West, M.D.B. & M. at the Northeasterly corner of that certain 5.06 acre tract of land

described in the deed from Donald M. Mcrae, et ux, to W. J. Johnstun, dated December 28, 1948, recorded January 4, 1949, in [Book 1727 official records, Page 390](#), Santa Clara County records;

Thence from said Point of Beginning South 00° 10' 10" East along said dividing line between Sections 22 and 23, for a distance of 16.00 feet; thence South 89° 49' 50" West and parallel with the Northerly line of said 5.06 acre Tract 242.00 feet; thence South 00° 10' 10" East and parallel with the dividing line between said Sections 22 and 23, for a distance of 197.00 feet; thence South 89° 49' 50" West and parallel with the Northerly line of said 5.06 acre Tract 198 feet, more or less, to a point on the Westerly line of said 5.06 acre tract; thence Northerly along said Westerly line for the following courses and distances: North 30° 45' 00" East 83 feet, more or less, to an angle corner therein, North 50° 30' 00" West 100.98 feet to an angle corner therein and North 25° 30' 00" West 33.09 feet to the Northwesterly corner of said 5.06 acre tract; thence North 89° 49' 50" East along the Northerly line of said 5.06 acre Tract 458.44 feet to the Point of Beginning and being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 7 South, Range 2 West, M.D.B. & M.

EXCEPTING THEREFROM that portion of real property dedicated in fee for public roadway purposes to the City of Cupertino, as shown on document recorded July 29, 1969 as Instrument No. 3660051 in [Book 8620, Page 501](#) of official records.

ALSO EXCEPTING THEREFROM those portions lying within parcel map recorded in [Book 258 of Maps at Page 52](#) on September 5, 1969, Santa Clara County records.

APNs:

356-06-004 (Affects Tracts One and Five)  
356-06-002 (Affects Tract Two)  
356-06-003 (Affects Tract Three)  
356-06-001 (Affects Tract Four)

**NOTICE**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

## Privacy Policy

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<b>Your Deductible Amount</b>	<b><u>Our Maximum Dollar Limit of Liability</u></b>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:

- (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an

accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - a. a fraudulent conveyance or fraudulent transfer; or
  - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

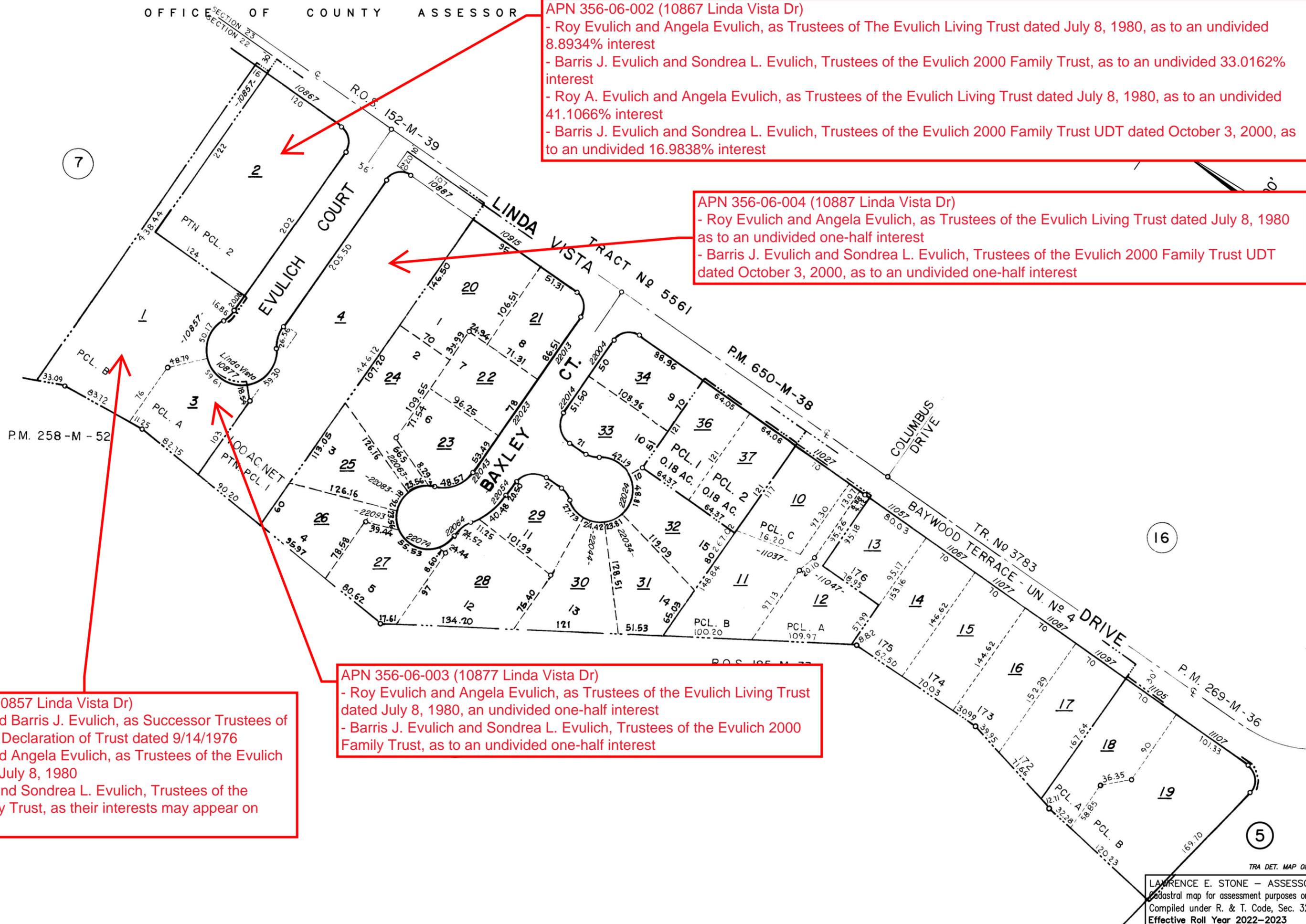
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



**APN 356-06-002 (10867 Linda Vista Dr)**

- Roy Evulich and Angela Evulich, as Trustees of The Evulich Living Trust dated July 8, 1980, as to an undivided 8.8934% interest
- Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust, as to an undivided 33.0162% interest
- Roy A. Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980, as to an undivided 41.1066% interest
- Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust UDT dated October 3, 2000, as to an undivided 16.9838% interest

**APN 356-06-004 (10887 Linda Vista Dr)**

- Roy Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980 as to an undivided one-half interest
- Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust UDT dated October 3, 2000, as to an undivided one-half interest

**APN 356-06-001 (10857 Linda Vista Dr)**

- Roy A. Evulich and Barris J. Evulich, as Successor Trustees of the Joseph Evulich Declaration of Trust dated 9/14/1976
- Roy A. Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980
- Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust, as their interests may appear on record

**APN 356-06-003 (10877 Linda Vista Dr)**

- Roy Evulich and Angela Evulich, as Trustees of the Evulich Living Trust dated July 8, 1980, an undivided one-half interest
- Barris J. Evulich and Sondrea L. Evulich, Trustees of the Evulich 2000 Family Trust, as to an undivided one-half interest

OR BOOK

8620

501

3660051

BOOK 8620 pg 501

City of Cupertino  
" Clerk  
10300 TORRE AVE  
Cupertino, Calif  
95014

BOOK 8620 pg 501

DEDICATION OF REAL PROPERTY  
FOR ROADWAY PURPOSES

FILED FOR RECORD  
AT REQUEST OF

City of Cupertino  
JUL 29 11 57 AM '69

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE E. FOWLES  
RECORDER

NO TAX DUE

JOSEPH EVULICH

*Joseph Evulich*

**NO FEE**

dedicate to the CITY OF CUPERTINO, for public roadway purposes, together with the right to construct, repair, operate and maintain any and all public utilities and improvements which shall be or become necessary for preservation of the public safety, welfare or convenience, all its right, title, and interest in and to the hereinafter described property which is situate in the City of Cupertino, County of Santa Clara, State of California, and described as follows:

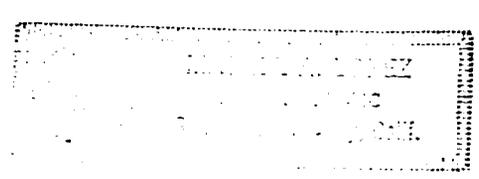
(Description attached)

IN WITNESS WHEREOF, executed this 14th day of July

1969.

*Michael A. Lopez*

My Commission Expires Feb. 10, 1973



~~(Notary acknowledgment  
is attached)~~

OR. BOO

8620

50

BOOK 8620 PG 502

LEGAL DESCRIPTION OF PROPERTY OWNED BY JOSEPH EVULICH  
IN THE CITY OF CUPERTINO, CALIFORNIA TO BE DEEDED TO  
THE CITY OF CUPERTINO FOR EVULICH COURT AND FOR  
WIDENING OF LINDA VISTA DRIVE.

LEGAL DESCRIPTION

Parcel 1

All that real property situate in the City of Cupertino, County of Santa Clara, State of California, and more particularly described as follows:

BEGINNING at the most Easterly common corner of Parcel No. 1 and Parcel No. 2 as shown on that certain Record of Survey, which was filed for record September 28, 1962, in book 152 of Maps at page 39, Official Records of Santa Clara County;

THENCE Westerly and along the common line of said parcels 1 and 2, South  $89^{\circ} 49' 50''$  West 20.00 feet;

THENCE Southerly and parallel with the Easterly line of said parcel 1 South  $0^{\circ} 10' 10''$  East 20.00 feet to a point on the arc of a tangent curve concave to the Southwest and having a radius of 20.00 feet;

THENCE Northerly and Westerly along the arc of said tangent curve through a central angle of  $90^{\circ}$  for an arc distance of 31.42 feet to a point on said common line of parcels 1 and 2;

THENCE continuing along said common line of parcels 1 and 2 and its Westerly extension South  $89^{\circ} 49' 50''$  West 205.50 feet to a point on the arc of a tangent curve to the left, concave to the South, and having a radius of 40.00 feet;

THENCE Southwesterly along the arc of said tangent curve through a central angle of  $38^{\circ} 02' 51''$  for an arc distance of 26.56 feet to a point of reverse curvature, said reverse curve being concave to the East and having a radius of 40.00 feet;

THENCE along said reverse curve through a central angle of  $242^{\circ} 11' 40''$  for an arc distance of 169.08 feet to a point of reverse curvature, concave to the North, and having a radius of 40.00 feet;

THENCE along the arc of said reverse curve through a central angle of  $24^{\circ} 08' 49''$  for an arc distance of 16.86 feet;

THENCE Easterly and parallel with said common line of parcels 1 and 2, North  $89^{\circ} 49' 50''$  East 20.08 feet to a point on the Westerly line of said parcel 2;

THENCE continuing Easterly and parallel with said common line between parcels 1 and 2, North  $89^{\circ} 49' 50''$  East 202.00 feet to a point on a tangent curve to the left, concave to the Northwest, and having a radius of 20.00 feet;

8620

BOOK 8620 PG 503

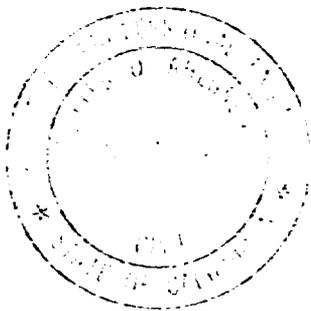
THENCE Easterly and Northerly along the arc of said tangent curve, through a central angle of  $90^\circ$  for an arc distance of 31.42 feet to a point which lies 20.00 feet Westerly of the Easterly line of said parcel 2 measured at right angles thereto;

THENCE Northerly and parallel with said Easterly line of parcel 2 and its Northerly prolongation North  $0^\circ 10' 10''$  West 120.00 feet;

THENCE Easterly and parallel with the Northerly line of said parcel 2 North  $89^\circ 49' 50''$  East 20.00 feet to a point lying on the Northerly prolongation of the Easterly line of said parcel 2;

THENCE Southerly and along said Easterly line of parcel 2 and its Northerly prolongation South  $0^\circ 10' 10''$  East 196.00 feet to the point of beginning and being a portion of Section 22, Township 7 South, Range 2 West, Mount Diablo Base and Meridian, and containing 0.5172 acres or less.

PREPARED BY:



*Dexter D. Ahlgren*

Dexter D. Ahlgren  
MITCHELL & AHLGREN  
Consulting Civil Engineers  
Suite 510 Sunnyvale Office Center  
505 West Olive Avenue  
Sunnyvale, California 94036  
739-2908

July 9, 1969  
Job No. 69906

DDA/lc

Sheet 2 of 2

OR BOOK

8620

504

BOOK 8620 504

CITY OF CUPERTINO

CERTIFICATE OF ACCEPTANCE is hereby given in order to comply with the provisions of Section 27281 of the Government Code.

This is to certify that the interest in real property conveyed by the deed or grant dated July 14, 19 69 from Joseph Evulich to City of Cupertino

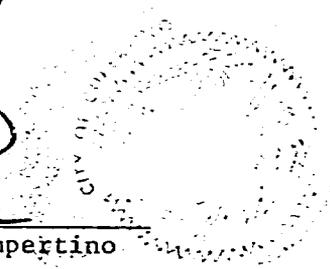
a political corporation and/or governmental agency is hereby accepted by order of the City Council on July 21, 1969, (or by the undersigned officer or agent on behalf of the (legislative body)

pursuant to authority conferred by resolution of the (legislative body) adopted on (date),

and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 28, 1969

By: [Signature]  
City Clerk, City of Cupertino



OR BOOK

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BOOK 8620 505

RESOLUTION NO. 1837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO  
ACCEPTING DEDICATION OF REAL PROPERTY FOR ROADWAY PURPOSES

WHEREAS, Joseph Evulich has executed a dedication which is in good and sufficient form, granting to the City of Cupertino, County of Santa Clara, State of California, the fee title to certain real property for roadway purposes, situate in the City of Cupertino, more particularly described in attached Exhibit "A" and Exhibit "B" as follows:

All that certain real property situate in the City of Cupertino, County of Santa Clara, State of California, consisting of approximately 0.9 acre, located on the west west side of Linda Vista Drive, approximately 300 feet north north of Columbus Avenue.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cupertino accept said grant so tendered; and

IT IS FURTHER RESOLVED, that the City Clerk be and he is hereby authorized to record said dedication and this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 21st day of July, 1969, by the following vote:

AYES: Councilmen: Beaven, Noel, Stokes, Dempster

NOES: Councilmen: None

ABSENT: Councilmen: Fitzgerald

APPROVED:

ATTEST:

/s/ J. Robert Dempster  
Mayor, City of Cupertino

/s/ Wm. E. Ryder  
City Clerk

CITY OF CUPERTINO  
COUNTY OF SANTA CLARA  
STATE OF CALIFORNIA

I, Wm. E. Ryder, City Clerk of the City of Cupertino and ex officio clerk of the legislative body of said City do hereby certify that the within and annexed instrument is a true and correct copy of the original of the Resolution on file in my office.

IN WITNESS WHEREOF I have hereunto set my hand and City Seal  
this 28th day of July, 1969

*Wm. E. Ryder*

OR. BOOK

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BOOK 8620 PG 506  
Res. No. 1837

EXHIBIT "A"

Parcel 1

All that real property situate in the City of Cupertino, County of Santa Clara, State of California, and more particularly described as follows:

BEGINNING at the most Easterly common corner of Parcel No. 1 and Parcel No. 2 as shown on that certain Record of Survey, which was filed for record September 28, 1962, in Book 152 of Maps at page 39, Official Records of Santa Clara County;

THENCE Westerly and along the common line of said parcels 1 and 2, South  $89^{\circ} 49' 50''$  West 20.00 feet;

THENCE Southerly and parallel with the Easterly line of said parcel 1 South  $0^{\circ} 10' 10''$  East 20.00 feet to a point on the arc of a tangent curve concave to the Southwest and having a radius of 20.00 feet;

THENCE Northerly and Westerly along the arc of said tangent curve through a central angle of  $90^{\circ}$  for an arc distance of 31.42 feet to a point on said common line of parcels 1 and 2;

THENCE continuing along said common line of parcels 1 and 2 and its Westerly extension South  $89^{\circ} 49' 50''$  West 205.50 feet to a point on the arc of a tangent curve to the left, concave to the South, and having a radius of 40.00 feet;

THENCE Southwesterly along the arc of said tangent curve through a central angle of  $38^{\circ} 02' 51''$  for an arc distance of 26.56 feet to a point of reverse curvature, said reverse curve being concave to the East and having a radius of 40.00 feet;

THENCE along said reverse curve through a central angle of  $242^{\circ} 11' 40''$  for an arc distance of 169.08 feet to a point of reverse curvature, concave to the North, and having a radius of 40.00 feet;

THENCE along the arc of said reverse curve through a central angle of  $24^{\circ} 08' 49''$  for an arc distance of 16.86 feet;

THENCE Easterly and parallel with said common line of parcels 1 and 2, North  $89^{\circ} 49' 50''$  East 20.08 feet to a point on the Westerly line of said parcel 2;

THENCE continuing Easterly and parallel with said common line between parcels 1 and 2, North  $89^{\circ} 49' 50''$  East 202.00 feet to a point on a tangent curve to the left, concave to the Northwest, and having a radius of 20.00 feet;

THENCE Easterly and Northerly along the arc of said tangent curve, through a central angle of  $90^{\circ}$  for an arc distance of 31.42 feet to a point which lies 20.00 feet Westerly of the Easterly line of said parcel 2 and measured at right angles thereto;

THENCE Northerly and parallel with said Easterly line of parcel 2 and its Northerly prolongation North  $0^{\circ} 10' 10''$  West 120.00 feet;

OR. BOO

8620

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Res. No. 1837

EXHIBIT "A" Parcel 1 (continued)

THENCE Easterly and parallel with the Northerly line of said parcel 2 North 89° 49' 50" East 20.00 feet to a point lying on the Northerly prolongation of the Easterly line of said parcel 2;

THENCE Southerly and along said Easterly line of parcel 2 and its Northerly prolongation South 0° 10' 10" East 196.00 feet to the point of beginning and being a portion of Section 22, Township 7 South, Range 2 West, Mount Diablo Base and Meridian, and containing 0.5172 acres or less.

CARL BOO

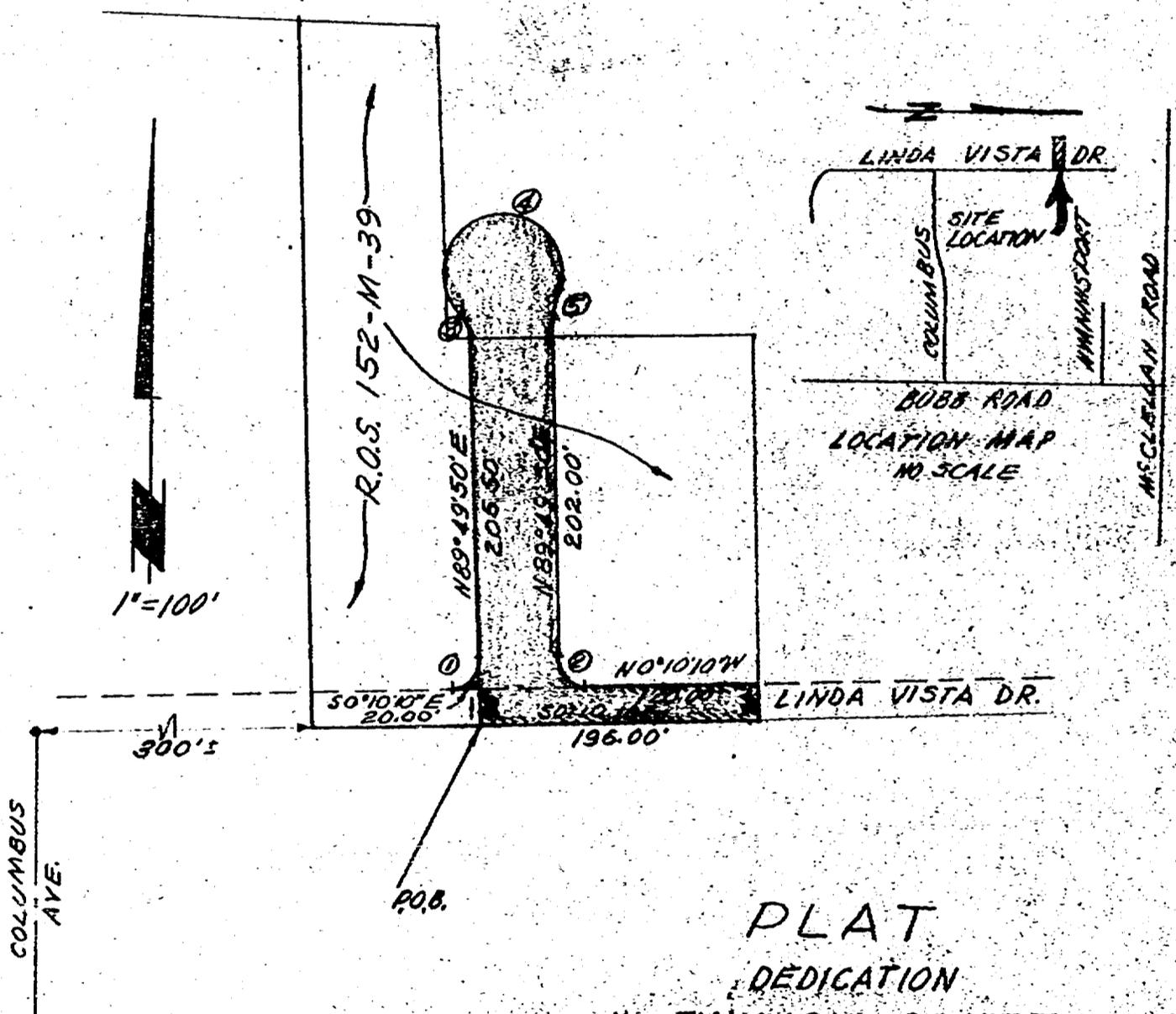
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BOOK 8620 PG 508

CURVE DATA:

	R	Δ	L
①	20.00'	90°00'00"	31.42'
②	20.00'	90°00'00"	31.42'
③	40.00'	38°02'51"	26.56'
④	40.00'	242°11'40"	169.08'
⑤	40.00'	24°08'49"	16.86'



PLAT  
 DEDICATION  
 EVULIGH COURT  
 7-14-69 WML

"EXHIBIT B"

BRACIER

**SURVEYOR'S CERTIFICATE**

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act at the request of Joseph Evulich on June 27, 1969. I hereby certify that it conforms to the approved tentative map and conditions of approval thereof, that all provisions of applicable state law and local ordinances have been complied with.

*Sidney R. Mitchell*  
SIDNEY R. MITCHELL - R.C.E. 9704

**CITY ENGINEER'S CERTIFICATE**

This map has been examined this 6th day of August, 1969, for conformance with the requirements of section 11575 of the Subdivision Map Act.

*Lee G. Johnson*  
LEE G. JOHNSON  
CITY ENGINEER

**RECORDER'S CERTIFICATE**

3680401  
File No. 3680401 Fee \$ 5.00  
Filed this 5th day of September, 1969, at 12:42 P.M. in Book 258 of Maps at Page 52 at the request of

\$ 5.00  
GEORGE FOWLES, County Recorder  
By Deputy *D. J. [Signature]*

**BASIS OF BEARINGS**

The Bearing of NORTH 0°10'10" WEST of the Eastern line of that certain Record of Survey Map filed in Book 152 of Maps at Page 39, Santa Clara County Records, California, was taken as the Basis of Bearings shown on this map.

**PARCEL MAP**

BEING A PORTION OF SE 1/4, NE 1/4 SEC. 22, T7S, R2W, MD.B.#1M.  
CITY OF CUPERTINO, CALIFORNIA

SCALE: 1"=40'  
JULY, 1969

MITCHELL & AHLGREN  
CONSULTING CIVIL ENGINEERS  
505 W. OLIVE AVENUE  
SUNNYVALE OFFICE CENTER - SUITE 510  
SUNNYVALE, CALIFORNIA  
MFA 69906 SHEET 1011

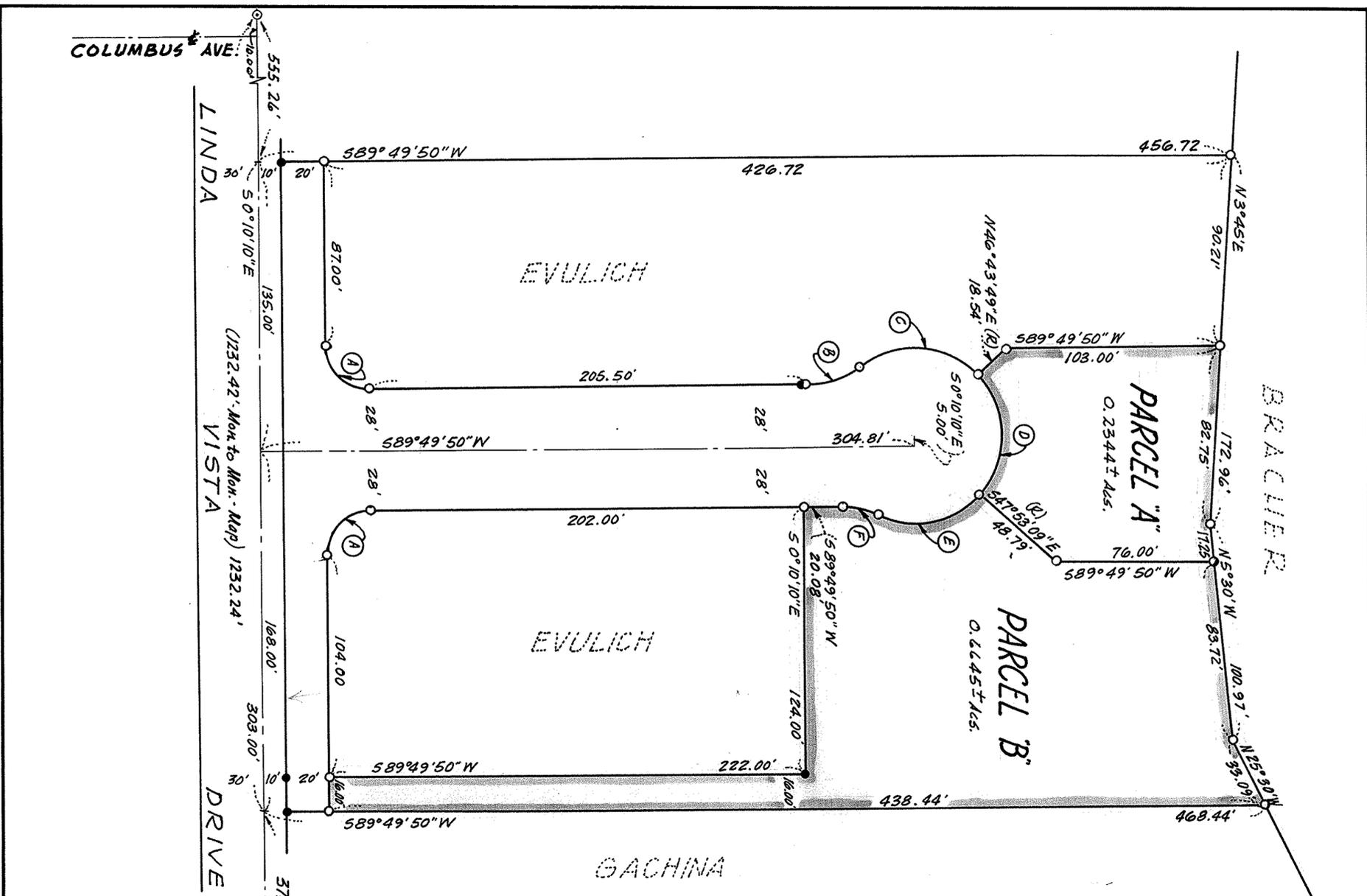
CURVE TABLE			
NO.	RADIUS	DELTA	LENATH S.T.
A	20.00'	90°00'00"	31.42' 20.00'
B	40.00'	38°02'51"	26.56' 13.79'
C	40.00'	84°26'50"	59.30' 36.62'
D	40.00'	85°23'02"	59.61' 36.90'
E	40.00'	71°51'48"	50.17' 28.99'
F	40.00'	24°08'49"	16.86' 8.56'

**LEGEND & NOTES**

- Indicates Found Monument
- Indicates 3/4" Iron Pipe Found
- Indicates 1" Iron Pipe Set

All distances and dimensions are shown in feet and decimals thereof.

BLUE border indicates land included within this map.



52

52

258  
52



# SANTA CLARA COUNTY FIRE DEPARTMENT

1315 Dell Avenue, Campbell, CA 95008 | (408) 378-4010 | SCCFD.org

TO: Cupertino City Officials  
FROM: Hector Estrada, Assistant Fire Chief  
SUBJECT: Housing Development - Linda Vista Drive

As requested by City Manager Kapoor and in response to the questions from the Cupertino City Council, this supplemental staff report provides a summary of the process that led to the Santa Clara County Fire Department's plan review comments on the Architectural and Site Approval Permit Application for the proposed subdivision at 10857 Linda Vista Drive.

## **Background**

The Santa Clara County Fire Department ("County Fire") provides fire safety plan review comments for land development in the City of Cupertino. Specifically, County Fire reviews Architectural and Site Approval Permit Applications for compliance with applicable state and local fire safety requirements related to site design.<sup>1</sup> County Fire staff then prepares plan review comments and presents them to City officials to support the City's decision to approve or deny an Architectural and Site Approval Permit Application.

## **Summary**

In January 2026, County Fire staff provided plan review comments on the Architectural and Site Approval Permit Application for the proposed residential subdivision at 10857 Linda Vista Drive (ASA-2024-015) (the "Project" and the "Application"). Because the Project is located in a Very High Fire Hazard Severity Zone, it is subject to the State Minimum Fire Safe Regulations ("Fire Safe Regulations") (14 C.C.R. §§ 1270, *et seq.*), in addition to generally applicable fire safety requirements in the California Building Standards Code.<sup>2</sup>

The Fire Safe Regulations include an exception request process that allows projects to move forward even if they cannot meet specific site-design criteria.<sup>3</sup> Specifically, the Fire Safe Regulations allow for the approval of exception requests on a case-by-case basis if the exception provides "the Same Practical Effect as these regulations towards providing Defensible Space." (14 C.C.R. § 1270.07.)<sup>4</sup>

The Application includes a Same Practical Effect exception request for the thirty-foot setbacks required by Section 1276.01 of the Fire Safe Regulations. The applicant proposed the following measures to support the exception request:

- (1) *Non-combustible material extending five feet horizontally around the buildings.*
- (2) *Wildfire home hardening protective measures, including but not limited to a Class A roof, non-combustible exterior building material, protected eave vents, and double paned tempered glass.*

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<sup>1</sup> At the building permit phase, County Fire reviews building permit applications for compliance with additional fire safety requirements, including those related to construction.

<sup>2</sup> Public Resources Code Section 4290 addresses the applicability of the Fire Safe Regulations in Very High Fire Hazard Severity Zones.

<sup>3</sup> The process and standards for approving Same Practical Effect exception requests in the Fire Safe Regulations are distinct from the process and standards for approving for Alternate Materials and Methods Requests (AMMR) in the California Building Standards Code.

<sup>4</sup> The Fire Safe Regulations define "Same Practical Effect" as "an Exception or alternative with the capability of applying accepted wildland fire suppression strategies and tactics, and provisions for fire fighter safety, including: (1) access for emergency wildland fire equipment, (2) safe civilian evacuation, (3) signing that avoids delays in emergency equipment response, (4) available and accessible water to effectively attack Wildfire or defend a Structure from Wildfire, and (5) fuel modification sufficient for civilian and fire fighter safety." (14 C.C.R. § 1270.01(aa).)





# SANTA CLARA COUNTY FIRE DEPARTMENT

1315 Dell Avenue, Campbell, CA 95008 | (408) 378-4010 | SCCFD.org

- (3) Exterior fire sprinkler heads protecting covered porches and decks that are within thirty feet of the property line.
- (4) Fire resistance rated exterior elements within thirty feet of the property lines including:
  - a. Exterior Walls - Fire resistance rated for one hour.
  - b. Projections (portions of the building protruding beyond exterior walls) - Fire resistance rated for one hour.
  - c. Penetrations (e.g., mechanical, electrical, plumbing services) - Protected to maintain fire resistance rated assemblies.

Section 1276.01 of the Fire Safe Regulations provides guidance on exception requests related to the thirty-foot setback requirement:

*A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size, topographic limitations, Development density requirements or other Development patterns that promote low-carbon emission outcomes; sensitive habitat; or other site constraints, and shall provide for an alternative method to reduce Structure-to-Structure ignition by incorporating features such as, but not limited to:*

- (1) non-combustible block walls or fences; or
- (2) non-combustible material extending five (5) feet horizontally from the furthest extent of the Building; or
- (3) hardscape landscaping; or
- (4) a reduction of exposed windows on the side of the Structure with a less than thirty (30) foot setback; or
- (5) the most protective requirements in the California Building Code, California Code of Regulations Title 24, Part 2, Chapter 7A, as required by the Local Jurisdiction.

(14 C.C.R. § 1276.01(b).)

Based on our analysis of the site and the combined impact of the measures proposed in the exception request, County Fire staff determined that these measures provide appropriate alternative methods to reduce the risk of structure-to-structure ignition, and County Fire approved the Same Practical Effect exception request for the Application. The Project includes two of the five measures identified in Section 1276.01 as alternative methods to reduce the risk of structure-to-structure ignition and two additional measures: exterior sprinklers and increased fire resistive rated exterior elements. Analyzing these measures based on accepted wildland fire suppression strategies and tactics and provisions for firefighter safety, County Fire staff determined that the exception request provided appropriate access for emergency wildland fire equipment and safe civilian evacuation and that the exception request included fuel modification sufficient for civilian and firefighter safety.

County Fire memorialized its approval of the exception request in its January 7 and January 27 plan review comments, which have been presented to the City Planning Commission and City Council. County Fire's plan review comments also notified the applicant that they will need to submit a final fire protection plan, onsite fire hydrant design specifications, and a construction site safety plan as part of their building permit application.

